ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 140.

An Act for carrying into Execution an Agreement entered into between the Honourable and Right Reverend *James* Lord Biſhop of *Ely* and *John Tharp* the elder, of *Chippenham Park* in the County of *Cambridge*, Eſquire, for the Exchange of the Advowſon of the Rectory of *Snailwell* in the County of *Cambridge*, Part of the Poſſeſſions of the See of *Ely*, for the Rectory of *Burgate* in the County of *Suffolk*, veſted in the ſaid *John Tharp*.

[23d *June* 1808.]

Decree of Chancery, 7th March 47 G. 3.

WHEREAS by a Decree made and pronounced on the Seventh Day of *March* in the Forty-ſeventh Year of the Reign of His preſent Majeſty, in a Cauſe then and now depending in His Majeſty's High Court of Chancery, in which *John Tharp*, an Infant, the only Son of *Joſeph Tharp* late of in the County of Eſquire, deceaſed, who was the eldeſt Son of *John Tharp*, late of *Chippenham Park* aforeſaid Eſquire, deceaſed, by the Reverend *Thomas Siſſon* his next Friend, *Simon Taylor*, *Philip John Miles*, Sir *Gilbert Affleck* Baronet, Sir *Simon Haughton Clarke* Baronet, *William Green* Eſquire, and *George Hibbert* Merchant, are Plaintiffs; and the ſaid *James* Lord Biſhop of *Ely*, the ſaid *John Tharp* the elder, and *Joſeph Sidney Tharp*, and *John Tharp* the younger and *Auguſtus James Tharp*, Infants, the Sons of the ſaid *John Tharp* the elder, by the ſaid *John Tharp* the elder, their Guardian, are Defendants; after reciting, that the Subſtance of the Plaintiffs' Bill appeared to be, that, in the beginning of the Year One thouſand eight hundred and two, the ſaid *John Tharp* deceaſed, left *England* and went to the Iſland of *Jamaica*, and being at that Time in Treaty for the Purchaſe of the perpetual Advowſon of the Rectory of *Burgate*, duly authorized Mr. *William Dalton*, his Solicitor, to proceed to

effect the ſame Purchaſe, for the Purpoſe of exchanging the ſaid Rectory of *Burgate* with the ſaid Lord Biſhop of *Ely* for the Advowſon of the Rectory of *Swailwell*, in the County of *Cambridge*, of which the ſaid Lord Biſhop was Patron, in Right of his See; and that, in purſuance of the ſaid Directions, the Purchaſe of the ſaid Rectory of *Burgate* was effected in the Lifetime of the ſaid *John Tharp* deceaſed, and the ſaid Advowſon was duly conveyed by certain Indentures, bearing Date the Eleventh and Twelfth Days of *October* One thouſand eight hundred and two, to the ſaid *John Tharp* the elder, to hold the ſame to him, his Heirs and Aſſigns, for ever; but that the Plaintiffs charged, that the Purchaſe-Money for the ſaid Advowſon, amounting to the Sum of Four thouſand Pounds, although mentioned in the Deeds of Conveyance to have been paid by the ſaid *John Tharp* the elder, was actually paid by the ſaid Mr. *Dalton* with the proper Monies of the ſaid *John Tharp* deceaſed, received from Meſſieurs *Richard Walker* and Company of *Liverpool*, upon whom the ſaid *John Tharp* deceaſed gave his ſaid Solicitor Authority to draw for the above Purpoſe, and that the Name of the ſaid *John Tharp* the elder was only uſed in Truſt for the ſaid *John Tharp* deceaſed, and that the ſaid Deeds had always remained and did then ſtill remain in the Hands of the ſaid Mr. *Dalton* the Solicitor, for the Benefit of the Plaintiff, and the Perſons entitled to the Real Eſtate of the ſaid *John Tharp* deceaſed; and that the ſaid *John Tharp* the elder, accordingly, upon the Completion of the ſaid Purchaſe, in order to guard againſt the Accident of his own Death made a Declaration of Truſt in Writing, reſpecting the ſaid Purchaſe in the Form of a Codicil, to be taken as Part of his Will; and that the ſaid *John Tharp* deceaſed, being ſeiſed of conſiderable Real Eſtate as well in *England* as *Jamaica*, and poſſeſſed of a large Perſonal Eſtate duly made and publiſhed his Will, bearing Date the Thirteenth Day of *March* One thouſand eight hundred and one, and which was duly executed in the Preſence of and atteſted by Three credible Witneſſes, and thereby deviſed all his Manors, Farms, Plantations, Lands, Tenements, Advowſons, and Real Eſtates in *Jamaica* and in *Great Britain*, and all the Reſt of his Eſtates and Effects Real and Perſonal unto the Plaintiffs *Simon Taylor*, *William Miles*, *Philip John Miles*, Sir *Gilbert Affleck*, *William Green*, and *George Hibbert*, and *John Richard Daſhwood*, and *Charles Oſwin*, to hold to and to the Uſe of the Plaintiffs, their Heirs and Aſſigns, upon Truſt to manage the ſaid Eſtate until the Plaintiff *John Tharp* the Infant ſhould have attained his Age of Twenty-four Years, and then to the Uſe of the Plaintiff for Life, with Remainder to the Plaintiffs, to preſerve Contingent Remainders, with Remainder to his Firſt and other Sons in Tail, with Remainder to the Teſtator's Son the ſaid *John Tharp* the elder for Life, with Remainder to the Teſtator's Grandſon, *Joſeph Sidney Tharp* the eldeſt Son of the ſaid *John Tharp* the elder, for Life, with Remainder to his Firſt and other Sons in Tail Male, with Remainder to his Grandſon *John Tharp* the younger, the Second Son of the ſaid *John Tharp* the elder for Life, with Remainder to his Firſt and other Sons in Tail Male, with Remainder to the Third and all and every other of the Sons of the ſaid Teſtator's ſaid Son *John Tharp* the elder, the Defendant after named in Tail Male with divers Remainders over; and that the Teſtator declared that the Surplus Monies ariſing from his Eſtates ſhould be laid out in the Purchaſe of Freehold Eſtates in the Counties of *Cambridge* and *Suffolk*, as contiguous to his Eſtate in *Cambridge*, as could be, to be ſettled to the ſame Uſes and ſubject to the ſame Limitations as the other Real Eſtates therein mentioned;

Will of John Tharp, dated March 13, 1801.

and the said Testator appointed the Plaintiffs, *Simon Taylor*, *William Miles*, *Philip John Miles*, Sir *Gilbert Affleck*, *William Green*, *George Hibbert*, *John Richard Dashwood*, and *Charles Oswin*, Executors of his said Will; and that the said Testator duly made Three several Codicils to his said Will; and that the said Testator did not by his Will take any Notice of the Transaction respecting the Purchase or Exchange of the said Living at *Burgate*, the same not having been then in Contemplation; and the said Will contained no Power of Exchange, nor did the said several Codicils or either of them make any Mention of the said Transaction, nor did they contain any Power of Exchange; that the said Testator died in *July* One thousand eight hundred and four, leaving the Plaintiff *John Tharp*, Son of his late eldest Son *Joseph Tharp* deceased, an Infant, his Grandson, and Heir at Law; and soon after the Decease of the said Testator, the Plaintiffs Sir *Simon Haughton Clarke* and *George Hibbert*, Two of the Executors named in the said Will and Second Codicil, duly proved the same Will and Second Codicil in the Prerogative Court of *Canterbury*, and thereby became the legal Personal Representatives of the said Testator, Power being reserved to the other Executors to prove the same, but that the said *John Richard Dashwood* had since renounced, and the other Executors had not then proved the same Will and Codicils in *England*; and the said *William Miles*, One of the said Devisees and Executors, died in the Life-time of the said Testator; and that the Plaintiffs, the said Executors, who had proved the said Will and Codicils, had possessed themselves of Part of the said Testator's Personal Estate and Effects; and that the Plaintiffs, the surviving Trustees in the said Will and Codicils named, had entered upon the said Real Estates in *England* and *Jamaica*, upon the Trusts and for the Purposes in the said Will mentioned; that by virtue of the said Will and Codicils, the Plaintiff *John Tharp* the Infant, in case he should atttain the Age of Twenty-four Years, would become entitled to the said Testator's Real Estate in *England* and *Jamaica*, together with the Estate to be purchased with the Surplus and Residue of his Personal Estate, and the Rents and Produce of his Real Estates as Tenant for Life, with Remainder to his First and other Sons in Tail as aforesaid, with such Remainders over as aforesaid; that the said Testator was in his Life-time extremely desirous to become the Owner and Patron of the said Living of *Snailwell*, in order that the same might go with his Estate at *Chippenham*, and be consolidated with the Living of *Chippenham*, to which the same lies very contiguous, and, as he conceived, would be very beneficial to the Possession thereof, and he actually directed the Purchase of the said Living of *Burgate* to be made with the express View of effecting an Exchange thereof for the said Living at *Snailwell*, and the Testator in His Life-time gave Directions to the said Mr. *Dalton*, his Agent and Solicitor, to procure and effectuate the said Exchange with the Lord Bishop of *Ely*, and the said Testator was, down to the Time of his Death, extremely anxious to have the same concluded; that although no Notice was taken in the said Testator's Will and Codicils of the aforesaid Transaction; yet the Plaintiffs well knowing the said Testator's Sentiments upon the Subject of the said Exchange, and that he actually wished the same, and that the same would be for the Interest and Benefit of the said Trust Estate, desired the said Solicitor to proceed in the Treaty which the said Testator had, before his Death, so began with the Bishop for the Exchange, and the Terms thereof having been arranged between the Bishop and the said *John Tharp's* said Solicitor or Agent Mr *Dalton*, in *February* One thousand eight hundred and five, the said Bishop and the said *John Tharp* the elder, the Trustee of the said Testator,

Agreement between the Bishop of Ely and Mr. Tharp.

Testator, as to the said Living of *Burgate* entered into an Agreement in Writing to the following Effect; (that is to say,) "Articles of Agreement made the Sixteenth Day of *February* One thousand eight hundred and five, between the Honourable and Right Reverend *James* Lord Bishop of *Ely* of the One Part, and *John Tharp* of *Chippenham Park* in the County of *Cambridge*, Esquire, of the other Part. Whereas the said *James* Lord Bishop of *Ely* is seized or entitled to him and his Successors in Fee Simple, of or to the perpetual Advowson of the Rectory of *Snailwell* in the County of *Cambridge*: And whereas the said *John Tharp* is seised to him and his Heirs in Fee Simple of the perpetual Advowson of the Rectory of *Burgate* in the County of *Suffolk* and Diocese of *Norwich*: And whereas the said *John Tharp* being desirous of possessing the Advowson of *Snailwell*, requested the said *James* Lord Bishop of *Ely* to make an Exchange with him of the same for the Advowson of *Burgate*: And whereas both the said Rectories have been valued by the Land Surveyor of the said Lord Bishop of *Ely*, and the said Surveyor is of Opinion, that the Rectory of *Burgate* exceeds the Rectory of *Snailwell* in annual Value by Eighty-five Pounds: And whereas the said *John Tharp* has proposed, in further Increase of such Difference in annual Value, to redeem the Land Tax charged upon the said Rectory of *Burgate*, which amounts to the annual Sum of Sixteen Pounds, and also forthwith to pay into the Bank of *England*, in the joint Names of the Right Reverend the Lord Bishop of *Ely* for the Time being, and the Right Reverend the Lord Bishop of the said Diocese of *Norwich* for the Time being the Sum of One thousand four hundred Pounds for the Repair and Improvement of the Parsonage House and other Buildings to the said Rectory of *Burgate*, being the Sum thought necessary for that Purpose by the said Surveyor: And whereas the said *John Tharp* hath also agreed to defray the Expence of the said Valuation, and the Costs and Charges of obtaining an Act of Parliament (if the same should be found requisite) for confirming the said Agreement and all other Expences attending the Transaction: And whereas the said *James* Lord Bishop of *Ely*, and the said *John Tharp* being satisfied that such Exchange should be highly beneficial to the See of *Ely*, has consented to make the same; it is therefore mutually agreed by and between the said *James* Lord Bishop of *Ely* and the said *John Tharp*, that the said proposed Exchange shall take place upon the Terms herein-before recited:" And reciting that the said *John Tharp* the elder, together with his Infant Sons the said *Joseph Sidney Tharp* and *John Tharp* the younger, on the Sixteenth Day of *February* One thousand eight hundred and five, exhibited their Bill in this Court against the Plaintiff the said Infant, and against the Plaintiffs the Trustees and Executors of the said Testator's Will, and against other Persons therein named, for the Purpose of establishing and carrying the Trusts of the said Testator's Will into Execution, but no Decree had then been made in the said Cause; and that the Plaintiff prayed that the said Agreement, dated the said Sixteenth Day of *February* One thousand eight hundred and five, might be specifically performed and carried into Execution; and that the said Defendant *John Tharp* the elder might be declared a Trustee of the said Rectory of *Burgate* for the said Testator and his Estate, and the Plaintiff and the several Persons entitled thereto, and that the said Defendants *John Tharp* the elder, and all proper Parties might be decreed to convey and to join in conveying the said Advowson of *Burgate* in Exchange for the said Rectory of *Snailwell* or otherwise, in Trust for the Benefit of the Plaintiffs and the

Persons

Perſons entitled to the ſame ſettled Truſt Eſtates as the Court ſhould direct, and that the ſaid Defendant the Lord Biſhop of *Ely*, and the ſaid *John Tharp* the elder, and all other proper Parties might be decreed to join in all neceſſary Acts to execute all proper Deeds for effectuating the ſaid Exchange, and that if neceſſary the Plaintiffs might be at Liberty to apply for and obtain the ſaid Act, and all the other Expences attending the ſaid Exchange might be paid according to the Terms of the ſaid Agreement; and that the Plaintiffs, the Truſtees, and Executors of the ſaid Teſtator's Will, might be permitted to pay ſuch Coſts, Charges, and Expences, or ſuch Parts as ought to be paid by and out of the ſaid Teſtator's Eſtate, or the Rents and Profits thereof, and that the ſame might be paid and borne in ſuch Manner as the Court ſhould direct, and that all neceſſary and proper Directions might be given for effectuating the Purpoſes aforeſaid; and that the ſaid *James* Lord Biſhop of *Ely*, by his Anſwer ſaid, that he admitted ſuch Articles of Agreement, bearing Date the Sixteenth Day of *February* One thouſand eight hundred and five, were made and entered into, and executed and ſigned by and between the ſaid *John Tharp* the elder and the Defendant, and ſaid, that in Right of his See of *Ely* he was, previouſly to the Execution of the ſaid Agreement, Patron of the Living of *Snailwell*, and the ſaid Agreement not having then been carried into full Effect, the Defendant was adviſed that he ſtill continued at Law to be Patron of the ſaid Living, although he the Defendant admitted that the ſaid Agreement had been acted upon, and that he had ſince the ſigning thereof, and in Reliance thereon, actually preſented an Incumbent to the ſaid Living of *Burgate*; and he ſaid that he had always been and then was ready and willing to do and join in all Acts which ſhould be neceſſary for effectuating the ſaid propoſed Exchange, and ſubmitted to act therein as the Court ſhould direct; and that the Counſel for the Defendant *John Tharp* the elder and *Joſeph Sidney Tharp*, and *John Tharp* the younger and *Auguſtus James Tharp*, all three Infants, by the ſaid *John Tharp* their Father, alledged that they, by their joint Anſwer, ſaid that they believed that the ſaid *John Tharp*, the Teſtator in the ſaid Bill named, did go to *Jamaica* at the Time in the ſaid Bill mentioned; and the Defendant *John Tharp* the elder ſaid, and the other Defendants believed, that the ſaid Teſtator did enter into a Treaty for Purchaſe of the Advowſon of the Rectory of *Burgate*, as in the Bill in that Behalf mentioned, and that the ſaid Advowſon was purchaſed in ſuch Manner and at ſuch Time as in the ſaid Bill in that Behalf is mentioned; and they ſaid that they believed that the Advowſon of the Rectory of *Burgate* was conveyed to the Defendant *John Tharp* the elder as a Truſtee for the ſaid Teſtator, and that the Conſideration Money was paid by or on the Behalf of the ſaid Teſtator, and the Defendant admitted himſelf to be a Truſtee of the ſame for the Uſes of the ſaid Will of the ſaid Teſtator; and the ſaid Defendant *John Tharp* the elder admitted that he did execute ſuch Declaration of Truſt or Memorandum in the Nature of a Codicil, and of ſuch Date, and to ſuch Purport or Effect, as in the ſaid Bill in that Behalf is mentioned; and he admitted that the ſaid Teſtator made the ſaid Purchaſe for the Purpoſe of ſuch Exchange with the Lord Biſhop of *Ely*, as in the ſaid Bill mentioned, and that the ſaid Advowſon was conveyed to the Defendant for the Purpoſe of eſtabliſhing and enabling him more conveniently to effect ſuch Exchange by a Conveyance of the ſaid Advowſon in the Abſence of the ſaid *John Tharp* the Teſtator; and that he the ſaid *John Tharp* the elder executed the Articles of Agreement in purſuance of what he knew to be the Intention and Deſire of the Teſtator in regard to the ſaid

Advowſon, and the ſaid Defendant always conſidered and acknowledged himſelf to be the Truſtee of the ſaid Advowſon for the ſaid Teſtator, and he was and always had been willing to act in the Premiſes as the Court ſhould direct, upon being indemnified and paid his Coſts; and the Defendants *Joſeph Sydney Tharp*, *John Tharp* the younger, and *Auguſtus James Tharp*, ſeverally ſaid that they were Infants, and hoped the Court would take Care of their reſpective Intereſts in the Premiſes: His Honour did thereupon order, that it ſhould be referred to Sir *William Weller Pepys* Baronet, one of the Maſters of the Court, to inquire under what Circumſtances the Advowſon of the Rectory of *Burgate*, in the County of *Suffolk*, was purchaſed, and whether it would be for the Benefit of the Plaintiff, the Infant, that the Agreement entered into between the Defendant the Lord Biſhop of *Ely*, and the Defendant *John Tharp* the elder, for the Exchange of the ſaid Rectory of *Burgate* for the Rectory of *Snailwell*, in the County of *Cambridge*, ſhould be carried into Execution, and that an Act of Parliament ſhould be applied for and obtained, for completing the ſaid Exchange, in caſe he ſhould be of Opinion that the ſaid Agreement was proper to be carried into Execution, and the ſaid Maſter was to ſtate the ſame with his Opinion thereon, to the Court: And whereas, in purſuance of the ſaid recited Decree, *Edward Morris* Eſquire, One of the Maſters of the ſaid Court of Chancery, and to which ſaid *Edward Morris* the ſaid Cauſe was transferred by an Order of the ſaid Court, dated the Firſt Day of *April* laſt, made his Report in the ſaid Cauſe, and thereby certified, that in conſequence of the Directions given to the ſaid Mr. *Dalton* by the ſaid *John Tharp* deceaſed, the ſaid Rectory of *Burgate* was purchaſed, and paid for out of the proper Monies of the ſaid *John Tharp* deceaſed, and that the ſame was conveyed to the ſaid *John Tharp* the elder, as a Truſtee for his Father the ſaid *John Tharp* deceaſed, he being at that Time abſent in the ſaid Iſland of *Jamaica*, and that it was ſo conveyed to the ſaid *John Tharp* the elder for the greater Convenience of carrying the ſaid Exchange into Effect; and the ſaid Maſter alſo found, that the Vicarage of *Chippenham* was of ſmall annual Value, and that the Vicarage Houſe belonging thereto was alſo ſmall, and in bad Repair, but that the Rectory of *Snailwell* was of conſiderably larger annual Value, and the Parſonage Houſe was ſpacious, modern, and in ſubſtantial Repair, having upwards of One hundred Acres of Glebe Land immediately adjoining, and that the united Value of the ſaid Rectory of *Snailwell* and Vicarage of *Chippenham* would form a ſuitable Income for a Clergyman; and the ſaid Maſter alſo found, that the Rectory of *Burgate* was ſituate upwards of Thirty Miles from the Eſtate of the ſaid *John Tharp* deceaſed, and was totally unconnected therewith; and that by the Affidavit of *Joſeph Truſlove*, Surveyor, in the Year One thouſand eight hundred and four, he valued the Pariſhes of *Snailwell* in the County of *Cambridge*, and *Burgate* in the County of *Suffolk*, for the Purpoſe of aſcertaining the annual Value of the Rectories of the ſaid reſpective Pariſhes, and that the net annual Value of the Rectory of *Burgate* was Three hundred and forty-eight Pounds Sixteen Shillings and Seven-pence Halfpenny, and that of *Snailwell* Two hundred and ſixty-four Pounds and Five-pence Halfpenny, leaving a Balance in Favour of the Rectory of *Burgate* of Eighty-four Pounds Sixteen Shillings and Two-pence; and the ſaid Maſter certified that he had conſidered of the ſaid State of Facts and Affidavits, and that it appeared to him that the Agreement entered into between the Defendant the Lord Biſhop of *Ely* and the Defendant *John Tharp* the elder was beneficial and for the Intereſt of the ſaid Plaintiff, the Infant, he therefore reported it to be

Decree referring it to a Maſter to enquire whether it would be for the Benefit of the Infant that the Agreement ſhould be carried into Execution.

be his Opinion, that the ſame ſhould be carried into Execution: And whereas, by an Order made and pronounced in the ſaid Cauſe by the Right Honourable the Lord High Chancellor on the Fourteenth Day of *January* in this preſent Year One thouſand eight hundred and eight, his Lordſhip ordered, that the ſaid Report ſhould be confirmed: And whereas the ſaid *John Tharp* the Teſtator by a Codicil to his Will, bearing Date the Twelfth Day of *June* One thouſand eight hundred and four, revoked the Appointment of the ſaid *Charles Oſwin* to be One of his Executors and Truſtees: And whereas the ſaid *John Tharp* the elder, ſince the Execution of the ſaid Agreement, hath redeemed the ſaid annual Sum of Sixteen Pounds Land Tax, charged on the ſaid Rectory of *Burgate*, and alſo paid into the Bank of *England* the ſaid Sum of One thouſand four hundred Pounds, in the joint Names of the Right Reverend Lord Biſhop of *Ely* and the Right Reverend Lord Biſhop of *Norwich*, agreeably to the Terms of the above recited Agreement: And whereas ſince the Date and Execution of the ſaid Articles of Agreement the Lands within the ſaid Pariſh of *Snailwell* have been incloſed at the Expence of the Eſtate of the ſaid *John Tharp* deceaſed, whereby the Annual Value of the ſaid Rectory of *Snailwell* hath been increaſed to the Sum of Three hundred and ſeventy-nine Pounds Six Shillings and Seven-pence Halfpenny, or thereabouts, reducing the Balance in Favour of the ſaid Rectory of *Burgate* to the Sum of Fifty-four Pounds Six Shillings and Two-pence *per Annum*, as more fully appears by the Schedule hereunto annexed: And whereas, by Reaſon of the Inability of the ſaid *James* Lord Biſhop of *Ely* to alienate or exchange any Property belonging to his See by any common Aſſurance or Conveyance, the ſame cannot be effected without the Aid and Authority of Parliament: Therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *James* Lord Biſhop of *Ely*, and the ſaid *George Hibbert* for and on the Part and Behalf of the ſaid *John Tharp* the Infant; and the ſaid *John Tharp* the elder for himſelf and for and on Behalf of the ſaid *Joſeph Sidney Tharp*, *John Tharp* the younger, and *Auguſtus James Tharp* his Infant Children, do pray Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all that the ſaid Advowſon, Donation, free Diſpoſition, and perpetual Right of Patronage, and Preſentation of, in, and to the ſaid Rectory and Pariſh Church of *Burgate* in the ſaid County of *Suffolk*, with all and every the Tythes, Glebe Lands, Rights, Members and Appurtenances whatſoever, to the ſame Rectory belonging, or in anywiſe incident or appertaining, or therewith now or lately uſed and enjoyed or belonging thereto, ſhall immediately from and after the paſſing of this Act be veſted in, and the ſame is and are hereby veſted in the ſaid *James* Lord Biſhop of *Ely*, and his Succeſſors Biſhops of *Ely*, in Right of the ſaid See for ever, freed and abſolutely acquitted, exempted, and exonerated of, from and againſt all Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of him the ſaid *John Tharp* the elder, and his Heirs, and of all and every Perſons and Perſon whoſoever now having or claiming, or who ſhall or may hereafter have or claim any Eſtate, Right, Title, Intereſt, and Demand whatſoever, in or to the ſaid Advowſon and other Hereditaments under the Will of the ſaid *John Tharp* deceaſed, of, in, to, out of, or upon the Eſtates deviſed or directed to be purchaſed by the ſaid Will; and in lieu of and Exchange for the ſaid Advowſon, Donation, free Diſpoſition, and perpetual Right of Patronage and

The Advowſon of Burgate veſted in the Biſhop of Ely and his Succeſſors, in Right of his See.

Preſentation of and to the Rectory of *Snailwell* herein-after veſted in and ſettled upon the ſaid *John Tharp* the elder and his Heirs, to the Uſes of the ſaid Will of the ſaid *John Tharp* deceaſed.

The Advowſon of Snailwell veſted in John Tharp and his Heirs to the Uſes contained in the Will of his Father John Tharp.

II. And be it further enacted, That all that the aforeſaid Advowſon, Donation, free Diſpoſition, and perpetual Right of Patronage and Preſentation of, in, and to the ſaid Rectory and Pariſh Church of *Snailwell* in the ſaid County of *Cambridge*, with all and every the Tythes, Glebe Lands, Rights, Members, and Appurtenances whatſoever, to the ſame Rectory belonging, or in anywiſe incident or belonging thereto, ſhall immediately from and after the paſſing of this Act be veſted in and ſettled upon, and the ſame is and are hereby veſted in and ſettled upon the ſaid *John Tharp* the elder and his Heirs, to ſuch of the Uſes upon and for ſuch of the Truſts, Intents, and Purpoſes, and by, with, under, and ſubject to ſuch of the Powers, Proviſoes, Directions, and Declarations expreſſed and contained in the ſaid Will of the ſaid *John Tharp* deceaſed, of and concerning the Manors, Farms, Lands, Tenements, and Hereditaments in *Great Britain* thereby deviſed, as ſhall then be ſubſiſting and capable of taking Effect; freed and abſolutely acquitted, exempted, and exonerated of, from, and againſt all Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever of the ſaid *James* Lord Biſhop of *Ely*, and his Succeſſors Biſhops of *Ely*, in or to the laſt-mentioned Advowſon and other Hereditaments, and to be, together with the Sum of One thouſand four hundred Pounds, paid by the ſaid *John Tharp* the elder into the Bank, to the Account of the ſaid *James* Lord Biſhop of *Ely*, and *Henry* Lord Biſhop of *Norwich*, as hereinbefore is mentioned, in lieu of and in Exchange for the ſaid Advowſon, Donation, free Diſpoſition, and perpetual Right of Patronage and Preſentation of and to the Rectory of *Burgate*, hereby veſted in the ſaid *James* Lord Biſhop of *Ely*, and his Succeſſors, Biſhops of *Ely*, in Right of the ſaid See.

The 1400*l.* or a competent Part, to be laid out in Repairs or Improvements of the Parſonage Houſe of Burgate, &c.

III. And it is hereby further enacted and declared, That the ſaid *James* Lord Biſhop of *Ely* and *Henry* Lord Biſhop of *Norwich*, and their reſpective Executors and Adminiſtrators, ſhall as ſoon as may be after the paſſing of this Act lay out and inveſt the ſaid Sum of One thouſand four hundred Pounds, or a competent Part thereof, for the Repair and Improvement of the Parſonage Houſe and other Buildings to the ſaid Rectory of *Burgate*, and lay out the Surplus or Reſidue thereof, if any, in the Purchaſe of Three *per Centum* Conſolidated Bank Annuities, in the Names of them the ſaid *James* Lord Biſhop of *Ely* and *Henry* Lord Biſhop of *Norwich*, and their reſpective Succeſſors for the Time being; and when and ſo often as any ſuch Repairs or Improvements as aforeſaid ſhall be wanted, do and ſhall ſell the Three *per Centum* Conſolidated Bank Annuities, then inveſted in the Names of them the ſaid *James* Lord Biſhop of *Ely* and *Henry* Lord Biſhop of *Norwich*, or their reſpective Succeſſors, Executors, or Adminiſtrators, or a competent Part of the ſame, and apply the Money ariſing from the Sale thereof, in or towards the effecting of ſuch Repairs or Improvements accordingly, and do and ſhall from Time to Time pay the Dividends of ſo much of the ſaid Three *per Centum* Conſolidated Bank Annuities as ſhall remain after, or not be applied upon or for ſuch Repairs or Improvements as aforeſaid, to or permit the ſame to be received by the Rector for the Time being, of the ſaid Pariſh Church of *Burgate*.

IV. Provided

Power for the Bishop of Ely to repossess the Advowson of Snailwell in case of Eviction from the Advowson of Burgate.

IV. Provided nevertheless, and it is hereby further enacted and declared, That in case the said *James* Lord Bishop of *Ely*, or his Successors, Bishops of *Ely* for the Time being, shall at any Time hereafter be lawfully evicted from the Possession and Enjoyment of the said Advowson, Donation, free Disposition, and perpetual Right of Patronage and Presentation of, in, and to the said Rectory and Parish Church of *Burgate*, vested in him and them as aforesaid, by or through any Defect of Title existing prior to the passing of this Act, so that the Exchange hereby intended cannot continue, then and in such Case it shall be lawful for the said *James* Lord Bishop of *Ely*, and his Successors, Bishops of *Ely* for the Time being, for ever, after such Eviction, to present a Clerk to the said Rectory of *Snailwell*, whenever the same shall become vacant; and the said Advowson, Donation, free Disposition, and Right of Patronage and Presentation of, in, and to the said Rectory of *Snailwell*, and all other the Premises hereby vested in the said *John Tharp* and his Heirs, to the Uses, and in the Manner hereinbefore mentioned, with their Rights, Members, and Appurtenances thereto belonging, and every Part thereof, to have again, re-possess, and enjoy as in his and their former Estate, in Right of the said See of *Ely*, without any Suit, Trouble, Interruption, or Disturbance, of, from or by the said *John Tharp* the elder, his Heirs or Assigns, or any Person or Persons whomsoever claiming or to claim under or by virtue of the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Directions, and Declarations hereinbefore expressed, declared, referred to, or contained, of or concerning the said Rectory of *Snailwell*.

Persons entitled to Snailwell to repossess Burgate, in case of Eviction, &c.

V. Provided also, and it is hereby further enacted and declared, That in case any Person or Persons who, under or by virtue of this present Act of Parliament, shall have or claim any Estate, Right, Title, or Interest in, to, or out of the said Advowson, Donation, free Disposition, and perpetual Right of Patronage and Presentation of, in, and to the said Rectory of *Snailwell*, and other the Premises hereby vested in the said *John Tharp* the elder, his Heirs and Assigns, to the Uses and in the Manner herein-before mentioned, shall at any Time hereafter be lawfully evicted from the Possession and Enjoyment of the said Advowson, Donation, free Disposition and perpetul Right of Patronage and Presentation of, in, and to the Rectory of *Snailwell* aforesaid, by or through any Defect of Title of the said *James* Lord Bishop of *Ely*, or any of his Predecessors, Bishops of *Ely*, then and in such Case it shall be lawful for the Person or Persons so claiming or to claim under or by virtue of this present Act, any Estate, Right, Title, or Interest in, to, or out of the said Rectory of *Snailwell* for ever after such Eviction, to present a Clerk to the said Rectory and Parish Church of *Burgate*, whenever the same shall become vacant, and the Advowson, Donation, free Disposition, and perpetual Right of Patronage and Presentation of, in, and to the said Rectory and Parish Church of *Burgate*, and other the Premises so by this present Act vested in the said *James* Lord Bishop of *Ely* and his Successors as aforesaid, with the Rights, Members, and Appurtenances thereto belonging, and every Part thereof shall thenceforth be and remain to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, and Declarations which would then have been subsisting or capable of taking Effect in the said Rectory of *Snailwell*, if such Eviction, as aforesaid, had not taken place; and then also and in that Case the said Three *per Centum* Consolidated Bank Annuities to be purchased as herein-before is mentioned, or so much of the same as shall not have been

been laid out in Repairs or Improvements as aforesaid, shall be transferred to the Executors or Administrators for the Time being of the said *John Tharp* deceased, to be by them applied in the Manner and for the Intents and Purposes directed by his Will, of the general Residue of his Personal Estate.

Parsonage House of Burgate to be kept in Repair.

VI. Provided always, and it is further enacted, That nothing herein contained shall exonerate the present or any future Incumbent of the said Church of *Burgate*, from their respective Obligation at Common Law, or by Statute, to keep the Parsonage House of the said Rectory of *Burgate*, or the Buildings in or upon the same, in Repair, or from being answerable or accountable for his or their refusing or neglecting so to do.

General Saving.

VII. Saving always to the King's most Excellent Majesty, and His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors and Administrators, other than and except the said *James* Lord Bishop of *Ely*, and his Successors, Bishops of *Ely*, and the said *John Tharp* the elder, his Heirs and Assigns, and the said *John Tharp* the Infant, and all and every other the Persons and Person entitled or to become entitled to the said Advowson of the said Rectory or Parish Church of *Burgate*, or the Advowson of the said Rectory or Parish Church of *Snailwell*, under the said Will of the said *John Tharp* deceased, all such Estate, Right, Title, and Interest, Benefit, Claim, and Demand, of, in, to, or out of the said Advowsons and perpetual Rights of Patronage and Presentation, of, in, and to the said Rectories respectively, vested, settled, and exchanged by this Act as aforesaid, as they, every, or any of them, had before the passing of this Act, or could or might have had, held, and enjoyed, in case this Act had not been made.

Evidence.

VIII. And be it further enacted and declared, That this present Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof, so printed, shall be admitted as Evidence by all Judges, Justices, and others.

The SCHEDULE to which the Act refers.

VALUATION of the Rectory of Burgate in the County of Suffolk.

		A. R. P.		£. s. d.
The Corn Tythes of the Arable Land containing by Admeasurement		1130 3 29	per Annm	294 3 6
The Tythes of the Grass Lands containing		608 3 5		
The Tythes of the Commons and Wastes	Do.	56 2 32		
The Tythes of the Wood Ground	Do.	103 3 6		
Glebe Lands and Premises, Tythe free		72 3 33	per Annm	83 0 0
	Acres	1973 0 25		377 3 6

OUT-GOINGS.

		£. s. d.		
Land Tax	per Annum.	16 0 0		
Repairs	Do.	10 10 0		
Tenths	Do.	1 7 7		
Procurations	Do.	9 3½		28 6 10½
				348 16 7½

JOSEPH TRUSLOVE

SCHEDULE—*continued.*

November 20th, 1804.

VALUATION of the Rectory of Snailwell, in the County of Cambridge.

	A. R. P.		£. s. d.
The Corn Tythes of the Common Field Arable Land containing by Admeasurement -	1118 2 30	} per Annm	234 7 6
Tythe of the Heath Land, containing -	379 3 28		
Do. of the inclosed Arable Land containing -	56 0 34		
Do. of the inclosed Grass Land, containing -	114 2 38		
Ditto, of the Fen Ground and Commons, -	228 3 13		
Over which a customary Payment or Modus exists of Two-pence for every Cow in lieu of Milk, and Sixpence for every Calf, amounting in the whole to about - - -		per Annm	1 10 0
Rectory Glebe Lands, Open Field Arable -	69 3 3	} per Annm	75 0 0
Do. Heath Ground -	56 3 2		
Do. inclosed Pasture, Homestall and Premises, - -	5 3 29		
With a Dove House and Sheepwalk, all Tythe free			
Acres	2030 3 17		310 17 6

OUT-GOINGS.

	£. s. d.		
Land Tax - - per Annum.	23 0 0		
Repairs - - Do.	20 0 0		
Tenths - - Do.	2 15 9½		
Procurations - - Do.	1 1 3		
			46 17 0½
Burgate therefore exceeds Snailwell in Value per Annum. - - - -	84 16 2		264 0 5½
			84 16 2
			348 16 7½
In the Year 1805 an Act of Parliament was obtained for the Inclosure of Snailwell. In consequence of which, the Glebe Lands, Heath, Sheepwalk and Right of Common were improved from £75. to £105 10s. the Difference of which Two Sums is - - -	30 10 0		
Burgate therefore exceeds Snailwell in Value per Annum. - - -	54 6 2		

JOSEPH TRUSLOVE.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1808.