CHAP. *10.*

An Act for authorizing the Trustees of the Settlement dated the 5th day of June 1830, executed in accordance with the directions contained in the Will of William Wilshere, Esquire, deceased, to pull down part of the Family Mansion called the Frythe, and to rebuild the same, and to make alterations in the remaining part of the Mansion, and to build Cottages on the Settled Estates; and for authorizing the granting of Building Leases and Sales of parts of the Settled Estates, and for obtaining the enfranchisement of Copyholds; and for other purposes. [9th August 1869.]

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Will of W. Wilshere, dated 26th March 1824.

WHEREAS William Wilshere, late of Hitchin in the county of Hertford, esquire, duly made and published his last will and testament in writing, bearing date on or about the 26th day of March 1824, and duly executed and attested, as was then by law required for rendering valid devises of freehold estates, which will, so far as material, was in the words and to the effect following; that is to say, "I appoint my esteemed and honored friends the "Right Honorable Thomas Lord Dacre and the Reverend Joseph "Parsons, a prebendary of the Cathedral Church of Peterborough, "joint executors of this my will; and I devise to them all my "manors, messuages, lands, tenements, and hereditaments, as well "copyhold as freehold, in the several counties of Hertford, Bedford, "Cambridge, Middlesex, and Essex, not hereby or by any codicil "or schedule hereto otherwise specifically devised, and all other "real estate not so devised of which I am seised, or to which I am "entitled, or in which I have any estate or interest at law or in "equity, whether in fee or for life or lives of other persons for my "own use or in trust for others, and as well in reversion, remainder, "or expectancy as in possession, and all lands and hereditaments "which I have contracted to purchase or to take in exchange, to "hold the same unto the said Thomas Lord Dacre and Joseph

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" Parsons, their heirs and assigns, upon the trusts herein-after " declared; that is to say, as to such estates and interests as I am " seised or possessed of or entitled to as a trustee or mortgagee, " upon and for the same trusts and purposes as they are held by " me; and as to any lands or hereditaments which I may have " contracted to sell or exchange, upon trust to complete such " contracts; and as to all other the estates so devised, including " such as I may have contracted to purchase or to take in ex- " change, upon trust and to the intent that my said trustees, their " heirs and assigns, and all other proper parties, shall settle, " convey, and assure the same, to the use of themselves, their " executors and administrators, or of any other suitable trustees to " be named or approved by them, for a term of fifteen years from " my decease, determinable as herein-after is mentioned, and after " the expiration of the said term, and subject thereto, to the use of " my nephew William Wilshere (herein-after referred to as William " Wilshere the nephew), whom I have adopted, the elder son of " my brother Thomas Wilshere (herein-after referred to as Thomas " Wilshere the father), during the life of my said nephew, with " remainder to trustees during his life to support contingent re- " mainders; remainder to the first and other sons of my said " nephew successively in tail male; remainder to my brother " Thomas for his life; remainder to trustees during his life to " support contingent remainders; remainder to my nephew Thomas " Wilshere, second son of my said brother Thomas (herein-after " referred to as Thomas Wilshere the son), during the life of him, " my said nephew Thomas, with remainder to trustees during his " life to support contingent remainders; remainder to the first and " other sons of my said nephew Thomas successively in tail male; " remainder to my nephew Charles Willes, the third and younger " son of my said brother Thomas, during his life, with remainder to " trustees during his life to support contingent remainders; re- " mainder to the first and other sons successively of my said " nephew Charles Willes in tail male; remainder to the next and " all other the after-born son and sons of my said brother Thomas " successively according to seniority, and the heirs male of their " respective bodies; remainder to the first and other daughter and " daughters of my said nephew William successively according to " their seniority in tail; remainder to the first and other daughter " and daughters of my nephew Thomas successively in tail; re- " mainder to the first and other daughter and daughters of my " nephew Charles Willes successively in tail; remainder to my " niece Laura, daughter of my said brother Thomas, during her " life, with remainder to trustees during her life to support contin-

" gent remainders; remainder to the first and other sons of my
" said niece successively in tail male so long as she, my said niece,
" and her sons shall take and continue to use the surname of
" Wilshere only; remainder to the next and after-born daughter
" and daughters of my said niece successively in tail; remainder to
" the after-born daughter of my brother Thomas successively in
" tail; remainder to my nephew William, son of my brother John,
" during his life; remainder to trustees during his life to support
" contingent remainders; remainder to his first and other sons
" successively in tail male; remainder to his first and other
" daughters successively in tail; remainder to my niece Elizabeth,
" daughter of my brother John, and wife of Thomas Hailey, during
" her life; remainder to the first and other sons of my said niece
" Elizabeth successively in tail male; remainder to her first and
" other daughters successively in tail; remainder to my highly
" esteemed cousin Elizabeth, the wife of the Honorable William
" Waldegrave, her heirs and assigns. And my will is that the
" respective tenants for life shall not be further restrained from
" waste than so as to prevent their pulling down requisite buildings,
" or suffering the same to go to decay, and from cutting down
" timber on my estate at Welwyn other than such as shall be
" spoiling and shall have ceased to be ornamental, or cutting orna-
" mental or young growing timber on any other part of my estate;
" and that the settlement so to be made by my trustees shall
" contain powers to each of my nephews, being tenant for life in
" possession, to charge the estate with any annuity or yearly sum
" by way of jointure for the life of a wife, so as no such annuity
" exceed one third of the net produce of the estate, nor be more
" than 15 per cent. upon the fortune or property which such wife
" shall bring to, or which shall by her or on her part be settled
" upon the husband and the issue of the marriage, and so as in case
" of one subsisting jointure more be not payable to any subsequent
" jointress than will make up one half of the net produce, and a
" niece in possession shall have a like power of limiting an annuity
" to the husband she may marry to the value of one third of the
" profits for his life, he settling a jointure on her to at least an
" equal amount. And my will is that the trustees during the term
" to be limited to them and the respective tenants for life be
" authorized to make leases for terms not exceeding 21 years at
" improved rents and with the usual and reasonable restrictions and
" covenants on the part of the lessees. And I further direct that
" provision be made in the settlement for the insurance of the
" buildings against loss by fire, and for the application of the
" money to be received in replacing such buildings as shall be

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" destroyed or damaged. And I further direct that in such settle-
" ment suitable powers be given to the trustees, with the consent of
" the tenant for life in possession, or, being a minor, with the
" consent of his or her guardian or guardians, to sell by public or
" private sale all or any part of my estate not situate in Hertford-
" shire or Bedfordshire, and all or any part of the estate in the
" parish of Hitchin, except that in the hamlet of Walsworth, and
" that the money arising from every such sale shall be applied in
" the manner hereby directed with regard to the residue of my
" personal estate (save that I expressly declare such purchase
" money or the rents of my real estate not to be applicable to the
" payment of any of the legacies which cannot be by my will
" lawfully charged upon or made payable out of real estate or the
" produce thereof); and I likewise direct that the settlement so to
" be made shall contain a power to the trustees, with the consent
" and approbation of the tenant for life in possession or next and
" immediately entitled upon the determination of the said term of 15
" years, or if such tenant for life be a minor, with the consent and
" approbation of his or her guardian or guardians, to make exchanges
" of any part and parts not exceeding one fourth of the settled
" estates for other land conveniently situate with respect to the re-
" maining estate (such power not extending to that part of the estate
" in Welwyn which belonged to any of my ancestors). I recom-
" mend the purchasing rather than building a residence, but I
" direct that provision may be made for building, repairing, or
" fitting up out of the trust fund such a dwelling house, with proper
" offices, as shall be suitable for the possessor of the property to
" be settled, the expense not to exceed four years net value of
" the estate and property. And I declare that the term of
" 15 years by me directed to be limited shall be made determinable
" when my nephew William, the first tenant for life, or some other
" tenant for life immediately expectant on the said term, shall
" attain or be of the age of 25 years, and that during the said
" term the rents and profits of the devised estates not otherwise
" appropriated or applied shall be by my trustees added to the
" residue of my personal estate, and make therewith a general
" fund. And my will is that the conveyance and settlement of my
" real estate, and all assurances of the lands and hereditaments
" which shall be purchased under the directions herein contained,
" shall be made in such manner and form, and shall contain all
" such appropriate limitations, powers, clauses, and provisions, as
" well for effectuating the objects and purposes of this my will,
" and carrying into execution the intention herein by me expressed,
" with regard to the settlement and succession of the property, and

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" for supplying the place of the trustees dying, becoming incapaci-
" tated, or desiring to be discharged, as for the protection and
" indemnity of the trustees in the performance and execution of
" the trusts, and for the security of persons purchasing and making
" exchanges, as by counsel learned in the law shall be devised and
" advised. So far as the request of the person from whom the
" property will be derived is entitled to the attention of those who
" will possess it under the disposition thereof hereby made, I
" do earnestly desire the first tenant in tail, without loss of time, to
" re-settle the estate in strict settlement in such manner as to
" continue the same as long as the rules of law will permit in the
" line and course pointed out by me, applying this request more
" particularly to the estate in Welwyn, which has been long in the
" family. The portrait of my grandfather and the cup which I
" received at His Majesty's coronation are to be considered as heir-
" looms, and to go with the estate directed to be settled. And I
" authorize and request my executors to retain all such of my
" books, pictures, prints, coins, instruments, plate, furniture, house-
" hold linen, china, and other personal articles as they shall think
" likely to be useful and desirable for my said nephew William, the
" first tenant for life, permitting him to have the use of the same,
" or any part thereof, at such time or times as they shall think
" proper, and at the age of 25 years the same to become his
" absolute property, but if he should die under that age, I leave it
" to the discretion of my executors to dispose of the whole or any
" part thereof, and to add the produce to my residuary estate, or to
" reserve any part to go with the estate as heirlooms until the
" estate shall vest in and come into possession of a tenant in tail
" who shall be of full age, and subject to such legacies and
" annuities, directions and provisions, as are or shall be contained
" in the schedules to this my will, and which I declare to be part
" thereof, and to such as may be contained in any subsequent
" codicil or codicils or other testamentary writing or writings, and
" after payment of my debts, funeral and testamentary charges, and
" of the stamp duty or tax in respect of the legacies and annuities
" (all which I charge on my residuary property, that my legatees
" may be paid without deduction), and all charges attending the
" execution of this my will and the trusts thereof, I direct that all
" the net residue of my personal estate, and of the money arising
" from the sale of such part and parts of my real estate as may be
" sold under the power of sale hereby given, and all the net profits
" to arise from such real and personal estate during the term
" herein-before directed to be limited, and all the intermediate
" profits and accumulations of the said funds, shall be laid out in

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" the purchase of land conveniently situate with respect to my " other property, to be conveyed and settled to such uses as my " real estate is hereby directed to be settled and limited, save the " power of sale, willing nevertheless that such a power of exchange " as is hereby directed in regard to my other estates shall be given " with respect to the purchased estates, and authorizing the applica- " tion of any part of the trust fund not exceeding the amount " before prescribed in building a residence, or of half as much in " the repair of any suitable house which may be found on my " estate, or be purchased. And I authorize my executors and " trustees either to invest on Government or on real securities a " sufficient part of the trust fund to secure the annuities which I " have bequeathed or shall bequeath, or at their discretion to " charge such respective annuities, or any of them, on the land " devised or the land to be purchased, or any part or parts thereof " respectively. And I hereby authorize my executors and trustees " and each of them to retain, and each to pay to the other of them, " all such costs, charges, and expenses as they or either of them " shall pay, sustain, or be put unto in the execution or defence of " the trusts of this my will. And I do hereby declare that one of " them shall not be answerable for the other, but each for himself " and his own acts and receipts only, and that neither of them shall " be chargeable with nor accountable for any loss that may happen " by placing the trust money in any bank or banker's hands " for a reasonable time for safe custody, nor by the investment " of any such trust money on any Government security or Govern- " ment bills until a suitable purchase can be found, or until any " such purchase can be completed, nor with or for any other loss " which may happen or arise without the default or neglect of the " trustee :"

Codicil to will.

And whereas the said testator, by a schedule or codicil to his said will bearing even date therewith, after reciting that he had entered into an oral agreement with his brother, the said Thomas Wilshere, for the exchange of land in Hitchin, and that under that agreement he (the testator) was in possession of 25A. 3R. 23P. or thereabouts of land which was the said Thomas Wilshere's, and that the said Thomas Wilshere was in receipt of the rents and profits of or had received from other persons compensation for 25A. 3R. 39P. of land, also in Hitchin, which had belonged to the said testator, the said testator declared that he considered the land agreed to be exchanged to him, then in his possession, to be part of and included in the land which he had by his will devised to trustees to be settled and limited to the uses thereby directed, and that the provision which by his will he had made, or might make, for his said brother and

his children were so made upon a confidence and with an injunction that he and they and all those who might be beneficially interested, as well under his will as under the will of Mrs. Elizabeth Simpson, would with all practicable speed carry into execution, confirm, and establish the said exchange, and to that end should execute all such deeds and assurances as should be requisite to enable them to convey and assure, and should effectually convey and assure to the uses by his will directed the land agreed to be exchanged to him, and he empowered and directed his said trustees to convey and assure all the lands so agreed to be exchanged by him for the land which he had received in exchange. And the said testator by his said codicil devised to his said brother Thomas the messuages, lands, tenements, and hereditaments at Hemingford Grey in the county of Huntingdon, which he purchased of him, but which had not been conveyed to the said testator, to hold to him, his heirs, executors, administrators, and assigns, according to the tenures thereof respectively. And the said testator by the said codicil devised to the said Thomas Lord Dacre a dwelling house in Back Street, Hitchin, and certain other freehold and leasehold dwelling houses and 8 acres of land or thereabouts at Hitchin aforesaid, to hold the same to the said Thomas Lord Dacre, his heirs, executors, administrators, and assigns, according to the respective tenures thereof. And the said testator devised his estate at Farringdon in the county of Hants to the Reverend John Benn for his life, and after his decease to his said trustees upon trust to sell the same and add the produce thereof to his personal estate. And the said testator, after reciting that Thomas Parker, deceased, had built a house and outhouses upon the testator's land at Welwyn, directed the same to be conveyed by his trustees to Joseph Parker, the son of the said Thomas Parker, his heirs and assigns, upon payment within one year after testator's decease of the principal and interest which might be due to him from the estate of the said Thomas Parker. And the said testator, after reciting that he had a small piece (about 30 perches) of ground in Welwyn, part of a close called Long Layer, the rest of which was the property of the Rev. Charles Chauncy, authorized and directed his said trustees to convey the same to the said Charles Chauncy and his heirs, as he or they should appoint, upon payment of the value and the arrear of rent. And the said testator in the same codicil, after reciting that Cornelius Brooks was in the occupation of a cottage at Shitlington, and in receipt of rent of another, and of some land, which were mortgaged by him to the testator for more than their value, directed that the said Cornelius Brooks and his wife might be permitted to possess the same for their lives and the life of the

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And whereas the said testator died on or about the 2nd day of September in the said year 1824 without having revoked or altered his said will and codicils so far as the same respectively are hereinbefore set forth, and the said Thomas Lord Dacre and Joseph Parsons duly proved the said will in the Prerogative Court of the Archbishop of Canterbury on the 11th day of November following:

And whereas the said Joseph Parsons died on or about the 1st day of February 1829, leaving his co-trustee, the said Thomas Lord Dacre, him surviving:

And whereas by an indenture of re-lease grounded on a lease for a year, and dated the 5th day of June 1830, and expressed to be made between the said Thomas Lord Dacre of the first part, the said William Wilshere the nephew of the second part, John Hawkins of the third part, William Hale of the fourth part, and the said Thomas Lord Dacre and William Hale of the fifth part, after reciting amongst other things that the said testator, after making his said will and previous to his decease, conveyed the piece of land at Welwyn to the said Charles Chauncy which he had so as aforesaid directed his executors to convey to him, and also that the said Thomas Lord Dacre and Joseph Parsons in pursuance of the trusts of the said will carried into execution the said exchange with the said Thomas Wilshere, the testator's brother, by indentures of lease and re-lease bearing date respectively the 23rd and 24th days of January 1826, the re-lease being made or expressed to be made between the said Thomas Lord Dacre and Joseph Parsons of the first part, Joseph Eade (therein described) and John Hawkins (therein also described) of the second part, and the said Thomas Wilshere, the testator's brother, of the third part, and by surrenders of the copyhold hereditaments duly made in pursuance of the same indenture of re-lease; and also that the said Joseph Parker, having duly paid and discharged the debt due from the estate of the said Thomas Parker to the said testator, the said Thomas Lord Dacre and Joseph Parsons did, in consideration thereof, and in pursuance of the directions of the said will, by indentures of lease and re-lease, bearing date respectively the 12th and 13th days of March 1828, and made between the said Thomas Lord Dacre and Joseph Parsons of the first part, the said Joseph Parker of the second part, and the said John Hawkins of the third part, convey and assure the said premises unto and to the use of or in trust for the said Joseph Parker, his heirs and assigns; and also that by an indenture of re-lease, bearing date the 18th day of December 1826, and made

between the said Cornelius Brooks of the one part and the said Thomas Lord Dacre and Joseph Parsons of the other part, the said Cornelius Brooks did re-lease to the said Thomas Lord Dacre and Joseph Parsons the said cottages and premises at Shitlington (which are copyhold of the manor of Shitlington in the said county of Bedford) discharged of all equity of redemption of the said Cornelius Brooks in or to the said premises; and that the said Thomas Lord Dacre and Joseph Parsons were at the court holden for the said manor of Shitlington on the 18th day of December 1826 admitted tenants of the said premises, to hold to them, their heirs and assigns, agreeably to the trusts of the said will; and also that the said testator, being seised of six eighth parts of a copyhold estate at Shitlington, the said executors and trustees purchased the remaining two eighth parts thereof at the price of £50, and were admitted tenants thereof. And the death of the said Joseph Parsons; and also that the said William Wilshere the first tenant for life under the will of the said William Wilshere the testator, and herein-after referred to as William Wilshere the nephew, attained his age of 25 years on or about the 28th day of July 1829; and also that at the date of the indenture now in recital a settlement had not been made according to the directions of the said recited will of the said testator, and that William Hale had been named and approved a trustee by the said Thomas Lord Dacre in the place of the said Joseph Parsons, and to act in conjunction with the said Thomas Lord Dacre in the trusts of the said recited will, and the settlement to be made in pursuance thereof; and also that all the debts and legacies due from and bequeathed by the said William Wilshere the testator had at the date of the indenture next herein-after recited been duly paid and discharged, except certain legacies given to the younger children of the said Thomas Wilshere the father; and also that the property late of the said William Wilshere the testator consisted at the date of the indenture next herein-after recited of freehold, copyhold, and leasehold hereditaments, and also of considerable other personal estate, and part of the said personal estate consisted of the sum of £99,291 3*s.* 2*d.* three per cent. consolidated bank annuities, and the sum of £2,656 10*s.* 4*d.* four per cent. bank annuities, which (in pursuance of the nomination and approval of the said William Hale to be a trustee as aforesaid) had been transferred by the said Thomas Lord Dacre into the joint names of himself and the said William Hale in the books of the Governor and Company of the Bank of England; and also that it had been agreed that the said freehold, copyhold, and leasehold estates respectively, and also the said sum of £99,291 3*s.* 2*d.* three per cent. consolidated bank

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annuities, and £2,656 10*s.* 4*d.* four per cent. bank annuities, and the residue of the personal estate late of the said William Wilshere the testator, respectively, should by the indenture now in recital be conveyed, assured, and settled according to the directions of the said will of the said William Wilshere in the manner therein-after mentioned; and also that for greater convenience it had been agreed that the said sums of £99,291 3*s.* 2*d.* three per cent. consolidated bank annuities, and £2,656 10*s.* 4*d.* four per cent. bank annuities, and the residue of the said personal estate, should be the funds applicable to the payment of the said legacies then remaining unpaid, and the annuities respectively given by the said recited will, and for effecting and continuing the insurances on the houses and buildings in the manner thereby directed, and for purchasing, building, repairing, and fitting up such a residence as directed or ordered by the said recited will. It was by the indenture now in recital witnessed that in pursuance of the said agreement, and in part performance of the trusts declared by the said recited will of the said William Wilshere, and for the consideration therein mentioned, he the said Thomas Lord Dacre (at the request and by the direction of the said William Wilshere the nephew) did thereby bargain, sell, alien, and re-lease unto the said William Hale and to his heirs all that the manor of Great and Little Wymondley in the county of Hertford, together with the demesne lands to the same belonging; and also all that capital messuage, with the out-houses, yards, gardens, and appurtenances thereto belonging, situate and being in Hitchin aforesaid, and which was late in the tenure or occupation of the said William Wilshere the testator, and was then in the possession of the said William Wilshere the nephew; and also all and every other the freehold messuages, farms, lands, tenements, hereditaments, and premises situate in the several counties of Hertford, Bedford, Cambridge, Middlesex, and Essex, or elsewhere, of which the testator was at the time of his decease seised, or to which he was entitled, or in which he had any estate or interest at law or in equity for his own use, and which were by him devised to the said Thomas Lord Dacre and Joseph Parsons and their heirs; and also all so many and such part and parts as were freehold of the closes, pieces, and parcels of land which had under and by virtue of the said therein in part recited indentures of exchange of the 24th of January 1826 been conveyed by the said Thomas Wilshere to the said Thomas Lord Dacre and Joseph Parsons, in exchange as aforesaid, all which before-mentioned hereditaments were intermixed with divers copyhold hereditaments, and the same freehold and copyhold hereditaments were known by the several names, and in the several and respective occupations,

were situate in the several parishes, and consisted of and comprised the several quantities of land in the first schedule to the indenture now in recital set forth, described, and contained, or howsoever otherwise the said several manors or lordships, capital and other messuages, farms, lands, and hereditaments then were or at any time theretofore had been described, called, tenanted, or known, (save and except out of the indenture now in recital, and as not intended to be thereby conveyed, the lands and hereditaments which had in pursuance of the directions in the said testator's will and codicil been granted and conveyed to the said Thomas Wilshere in exchange, and had been conveyed to the said Joseph Parker as aforesaid, and also save and except the messuages and hereditaments at Hemingford Grey in the county of Huntingdon devised to the said Thomas Wilshere, the messuages, lands, and hereditaments in Hitchin aforesaid devised to the said Thomas Lord Dacre, the lands and hereditaments at Farringdon devised to the said John Benn for his life, and the piece of land at Welwyn which he authorized his trustees to sell and convey to the Reverend Charles Chauncy,) to have and to hold the said manor or lordship, capital and other messuages, farms, lands, tenements, hereditaments, and premises therein-before re-leased and conveyed, or expressed and intended so to be, with their and every of their rights, members, and appurtenances, unto the said William Hale and his heirs, to the uses, upon and for the several trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, declarations, and agreements therein-after limited, expressed, declared, and contained of and concerning the same; (that is to say,) to the use of the said William Wilshere the nephew, and his assigns, for and during the term of his natural life, without impeachment of waste (other than and except pulling down requisite buildings or suffering the same to go to decay, or by cutting down timber on the said estate at Welwyn other than such as should be spoiling and should have ceased to be ornamental, or cutting ornamental or young growing timber on any other part of the said hereditaments and premises); and from and after the determination of that estate by forfeiture or otherwise in the lifetime of the said William Wilshere the nephew, to the use of the said Thomas Lord Dacre and William Hale and their heirs during the life of the said William Wilshere the nephew, upon trust to preserve contingent remainders; and from and immediately after the decease of the said William Wilshere the nephew, to the use of the first and other sons of the body of the said William Wilshere the nephew, severally and successively in tail male; and for default of such issue, to the use of the said Thomas Wilshere, the father of the said

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William Wilshere the nephew, and his assigns, for and during the term of his natural life, without impeachment of waste (other than and except such waste as aforesaid); and from and immediately after the determination of that estate by forfeiture or otherwise in the lifetime of the said Thomas Wilshere the father, to the use of the said Thomas Lord Dacre and William Hale and their heirs during the life of the said Thomas Wilshere the father, upon trust to support contingent remainders; and from and immediately after the decease of the said Thomas Wilshere the father, to the use of Thomas Wilshere, the second son of the said Thomas Wilshere the father, and his assigns, for and during the term of his natural life, without impeachment of waste (other than and except such waste as aforesaid); and from and immediately after the determination of that estate by forfeiture or otherwise in the lifetime of the said Thomas Wilshere the son, to the use of the said Thomas Lord Dacre and William Hale and their heirs during the life of the said Thomas Wilshere the son, upon trust to support contingent remainders; and from and immediately after the decease of the said Thomas Wilshere the son, to the use of the first and other sons of the body of the said Thomas Wilshere the son, severally and successively in tail male; and for default of such issue, to the use of Charles Willes Wilshere, the third and only other son of the said Thomas Wilshere the father, and his assigns, for and during the term of his natural life, without impeachment of waste (other than and except such waste as aforesaid); and from and immediately after the determination of that estate by forfeiture or otherwise in the lifetime of the said Charles Willes Wilshere, to the use of the said Thomas Lord Dacre and William Hale and their heirs during the life of the said Charles Willes Wilshere, upon trust to support contingent remainders; and from and immediately after the decease of the said Charles Willes Wilshere, to the use of the first and other sons of the body of the said Charles Willes Wilshere, severally and successively in tail male; and for default of such issue, to the use of the fourth and all and every other the after-born son and sons of the body of the said Thomas Wilshere the father, lawfully begotten or to be begotten, severally successively in tail male; and for default of such issue, to the use of the first and other daughters of the said William Wilshere the nephew, lawfully begotten or to be begotten, severally and successively in tail; and for default of such issue, to the use of the first and other daughters of the body of the said Thomas Wilshere the son, lawfully begotten or to be begotten, severally and successively in tail; and for default of such issue, to the use of the first daughter of the body of the said Charles Willes Wilshere, lawfully begotten

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or to be begotten, and the heirs of the body of such first daughter lawfully issuing. And in the indenture now in recital were contained clauses and provisions enabling the said William Wilshere the nephew to appoint a sum by way of jointure to any woman with whom he might intermarry, and also to appoint a sum by way of portions for younger children, and also for enabling the said Thomas Wilshere the son, Charles Willes Wilshere, and William Wilshere, the son of the said John Wilshere, respectively, if and as and when and at any time or times after they should respectively come into the actual possession or be entitled to the immediate freehold of the said manor, capital and other messuages, farms, lands, tenements, hereditaments, and premises, by virtue of the limitations to their use respectively therein-before contained, either before or after their respective marriage with any woman or women, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation or new appointment, to be by them respectively sealed and delivered in the presence of and attested by two or more credible witnesses, or by their respective last wills and testaments in writing, or any codicil or codicils thereto, to grant, limit, or appoint to or to the use of any such woman or women whom the said Thomas Wilshere the son, Charles Willes Wilshere, and William Wilshere, the son of the said John Wilshere, respectively, might happen to marry, for her or their life or lives, for her or their jointure or jointures, to take effect immediately after the respective deceases of the said Thomas Wilshere the son, Charles Willes Wilshere, and William Wilshere, the son of the said John Wilshere, any annual sum or yearly rentcharge not exceeding one third of the net produce of the estate, nor be more than 15 per cent. upon the fortune or property which such wife should bring to or which should be by her or on her part settled upon her husband and the issue of the said marriage, tax-free and without any deduction, to be issuing out of and chargeable upon all or any of the said hereditaments and premises, with all usual powers and remedies for recovering such annual sum or yearly rentcharge when in arrear, and for defraying all costs and expenses occasioned by the nonpayment thereof, and to grant, demise, limit, or appoint all or any of the premises to any person or persons, his, her, or their executors, administrators, and assigns, for such term or terms of years, for the better securing the payment thereof, as to the said Thomas Wilshere the son, Charles Willes Wilshere, and William Wilshere, the son of the said John Wilshere, should seem meet. And the indenture now in recital contained a provision enabling the said William Wilshere the nephew, Thomas Wilshere the father, Thomas Wilshere the son, Charles Willes

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Wilshere, and the other persons to whom life estates were limited by the indenture now in recital, as and when by virtue of the limitations therein-before contained they should successively and respectively be in the actual possession of or entitled to the receipt of the rents, issues, and profits of the manor and premises thereby re-leased during their respective lives by deed or deeds to limit and appoint by way of demise, lease, or grant all or any part or parts of the said manors, messuages, farms, lands, hereditaments, and premises thereby re-leased, with the appurtenances, to any person or persons, for any term or number of years absolute not exceeding 21 years, to take effect in possession and not in reversion, at improved rents, and with the usual and reasonable restrictions and covenants on the part of the lessees. And the said indenture also contained a proviso enabling the said Thomas Lord Dacre and William Hale, and the survivor of them, and the executors and administrators of such survivor, at any time or times thereafter, with the consent of the tenant for life in possession under the limitations aforesaid, or, being a minor, with the consent of his or her guardian or guardians, to sell by public or private sale all or any part of the said manor, messuages, hereditaments, and premises thereby released or intended so to be, not situate in Hertfordshire or Bedfordshire, and all or any part of the estate in the parish of Hitchin, except that in the hamlet of Walsworth; and that for the purpose of effecting such sale or sales as aforesaid, it should and might be lawful to and for the said Thomas Lord Dacre and William Hale, and the survivor of them, and the executors and administrators of such survivor, with such consent as aforesaid, by any deed or deeds absolutely to revoke, determine, and make void all and every or any of the uses, trusts, powers, and provisoes therein-before limited, declared, and expressed of and concerning the hereditaments so proposed to be sold, or any part thereof, and by the same or any other deed or deeds to limit, declare, direct, and appoint any use or uses, estate or estates, trust or trusts, of the said hereditaments, the uses of which should be revoked, which it should be thought expedient to limit, declare, direct, or appoint in order to effectuate such sale or sales as aforesaid, with powers to give receipts for the money to arise by sale of the said hereditaments or any part thereof. And it was by the said indenture provided that when all or any part of the manor and other hereditaments thereby made saleable as aforesaid should be so sold for a valuable consideration in money, they, the said Thomas Lord Dacre and William Hale, and the survivor of them, and the executors and administrators of such survivor, should apply the money to arise by such sale or sales in the manner mentioned or directed by the said

recited will of the said William Wilshere the testator with regard to the residue of the personal estate (save that such purchase money should not be applicable to the payment of any of the legacies which could not be by his will lawfully charged upon or made payable out of real estate). And the said indenture contained a proviso enabling the said Thomas Lord Dacre and William Hale, and the survivor of them, and the executors and administrators of such survivor, at any time or times thereafter, with the consent and approbation of the tenant for life in possession under the limitations aforesaid, or if such tenant for life should be a minor, then with the consent and approbation of his or her guardian or guardians, to dispose of by way of exchange for or in lieu of other manors or hereditaments to be conveniently situate with respect to the remaining estate all or any part of the said hereditaments and premises thereby re-leased or intended so to be, not exceeding one fourth part of the said hereditaments and premises therein-before re-leased or intended so to be, not extending to that part of the estate in Welwyn which had belonged to any of the ancestors of the said William Wilshere the testator; and for the purpose of effectuating such exchange or exchanges as aforesaid, power was given to the said Thomas Lord Dacre and William Hale, and the survivor of them, and the executors and administrators of such survivor, with such consent and approbation as aforesaid, by any deed or deeds absolutely to revoke, determine, and make void all and every or any of the uses, trusts, powers, and provisoes therein-before limited, declared, and expressed of and concerning the hereditaments so proposed to be exchanged, or any part thereof, and by the same or any other deed or deeds, instrument or instruments, in writing, to limit, declare, direct, and appoint any use or uses, estate or estates, trust or trusts, of the said hereditaments, the uses of which should be so revoked which it should be thought expedient to limit, declare, direct, or appoint, in order to effectuate such exchange or exchanges as aforesaid. And upon any such exchange the said Thomas Lord Dacre and William Hale, and the survivor of them, his executors and administrators, were empowered to receive and take any sum or sums of money by way of equality of exchange; and also that upon payment of any money to be paid for equality of exchange, or any part thereof, it should and might be lawful to and for the said Thomas Lord Dacre and William Hale, and the survivor of them, his executors and administrators, to sign and give receipts for the money to be paid for equality of exchange as aforesaid, which money it was thereby declared should with all convenient speed be applied in the manner and upon the trusts therein-before mentioned, declared, or referred

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to of or concerning the money to arise from the sale of any hereditaments to be sold under the said power of sale therein-before contained, or as near thereto as might be; and it was declared that the said Thomas Lord Dacre and William Hale, or the survivor of them, or the executors or administrators of such survivor, should settle and assure, or cause to be settled and assured, all hereditaments to be received by way of exchange as therein-before was mentioned, to such and the same uses, upon such and the same trusts, intents, and purposes, and with, under, and subject to such and the same powers, provisoes, conditions, and agreements as were in and by the indenture now in recital limited, expressed, declared, and contained of and concerning such of the hereditaments thereinafter mentioned as should be so exchanged, or as near thereto as the deaths of parties and other intervening circumstances would then admit of. And by the indenture now in recital the said Thomas Lord Dacre, for himself, his heirs, executors, and administrators, covenanted with the said William Hale, his heirs and assigns, that he, the said Thomas Lord Dacre, or his heirs, would at the next general court baron to be holden for the respective manors of which the several copyhold or customary messuages, farms, lands, tenements, and hereditaments mentioned and expressed in the first schedule thereunder written, or any part of them, were holden by copy of court roll, surrender the same into the hands of the lords of the said respective manors, to the use of himself, the said Thomas Lord Dacre, and of the said William Hale, and their heirs and assigns. And it was thereby declared that in the meantime, and until such copyhold or customary hereditaments should be so surrendered as aforesaid, the said Thomas Lord Dacre, his heirs and assigns, and from and immediately after such surrenders the said Thomas Lord Dacre and William Hale, their heirs and assigns, should stand and be seised of and in the same hereditaments, upon such trusts as should be similar to and correspond in effect with the uses and trusts, powers, provisoes, limitations, declarations, and agreements therein-before limited, expressed, or contained of and concerning the said freehold hereditaments and premises thereby re-leased or intended so to be, or as near thereto as the nature of the tenures, the deaths of parties, and other accidents and circumstances would admit of. And by the indenture now in recital the said Thomas Lord Dacre, at the request and by the direction of the said William Wilshere the nephew, assigned, transferred, and set over all the monies, bonds, bills, notes, and securities for money which were described and set forth in the second schedule thereto, and all and singular other the personal property, estate, and effects whatsoever, then constituting or

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forming the net residue of the personal estate late of the said William Wilshere the testator unto the said John Hawkins, his executors, administrators, and assigns, upon trust that the said John Hawkins, his executors, administrators, and assigns, should forthwith assign the same unto the said Thomas Lord Dacre and William Hale, their executors, administrators, and assigns, upon the trusts therein-after declared or referred to of or concerning the same; (that is to say,) it was thereby agreed and declared that the said Thomas Lord Dacre and William Hale, their executors, administrators, and assigns, should stand and be possessed of and interested in all and singular the premises therein-before assigned, or to be assigned to them as aforesaid, and also of and in the said sums of £99,291 3*s.* 2*d.* three per cent. consolidated bank annuities, and £2,656 10*s.* 4*d.* four per cent. bank annuities, so transferred into the joint names of the said Thomas Lord Dacre and William Hale as therein-before was mentioned, and of and in the annual produce thereof respectively, upon the trusts and to and for the intents and purposes in and by the said recited will and the indenture now in recital expressed and declared of and concerning the same, or as near thereto as might be. And the said indenture of settlement contained a power enabling the said Thomas Lord Dacre and William Hale, or the survivor of them, or the executors or administrators of such survivor, by deed to appoint any other person or persons to be a trustee or trustees in the place of the trustee or trustees dying or desiring to be discharged, and also a provision for the indemnity of the trustees:

And whereas the said Thomas Lord Dacre and William Hale, from time to time, after the execution of the herein-before recited indenture of settlement of the 5th day of June 1830, got in and received divers sums of money, being portions of the personal estate of the said William Wilshere the testator outstanding at the time of the execution of the said settlement, and also received divers sums of money, being the purchase money of portions of the estates of the said William Wilshere the testator which were sold by them, and all such sums of money as came to the hands of the said Thomas Lord Dacre and William Hale, or either of them, by the means aforesaid, were from time to time, as they were received respectively, after deducting therefrom certain necessary expenses, invested by them partly in the purchase of other lands and hereditaments and partly in the purchase of divers sums of £3 per cent. consolidated bank annuities, and by such investments the bank annuities standing in their names were increased to the sum of £104,328 1*s.* bank three per cent. annuities:

And whereas the said Thomas Lord Dacre and William Hale, from time to time, as and when the several legacies given by the

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will of the said testator to the younger children of the said Thomas Wilshere the father became due, sold divers portions of the said £3 per cent. consolidated bank annuities, amounting to £17,023 13*s.* 9*d.* for the purpose of satisfying the same, and out of the produce thereof duly paid and satisfied the said legacies:

And whereas the said William Wilshere the nephew never married:

And whereas the said Thomas Wilshere the father died on the 1st day of September 1832:

And whereas, with the exception of the said William Wilshere the nephew, the said Thomas Wilshere the son, and the said Charles Willes Wilshere, the said Thomas Wilshere the father had not any son or sons who was or were living at or were born after the decease of the said testator William Wilshere:

And whereas the said Thomas Wilshere the son died on the 13th day of September 1840 without having ever been married:

And whereas the said Charles Willes Wilshere, being then a bachelor, intermarried with Elisabeth Marie, his present wife, on the 25th day of August 1840, and has had issue by her four daughters; that is to say, Edith Elisabeth Marie Wilshere, who is the eldest daughter, and who was born on the 27th day of July 1841, and three other daughters, and no other issue:

Decree of Court, dated 14th Feb. 1845.

And whereas by a decree of the High Court of Chancery, made by the Vice-Chancellor of England on the 14th day of February 1845, in a suit in which the said William Wilshere the nephew was plaintiff, and the said Thomas Lord Dacre, William Hale, Charles Willes Wilshere, and Edith Elisabeth Marie Wilshere were defendants, it was ordered that it be referred to the Master in rotation to inquire (amongst other things) what was the clear annual income arising from the trust estates and property by the will of William Wilshere the testator directed to be settled, and whether, having regard to the directions in the said testator's will touching the provision of a dwelling house, with proper offices, suitable to the possessor of the said trust estates and property, it would be fit and proper that any, and, if any, what sum of money not exceeding in the whole the amount of two years clear annual income thereof should be expended in altering, enlarging, or making additions to the mansion house called the Frythe, situate in the parish of Welwyn, and in altering, adding to, or enlarging the then present or in erecting new offices, stables, and other out-buildings thereto, so as to make the said mansion house a suitable residence for the purposes of the said trust estates and property; and in case the said Master should be of opinion that it was fit and proper that such sum of money as he should approve of should be expended for the purposes aforesaid, then it was ordered that the said Master

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should inquire and state out of what part of the said trust property the same should be paid; and it was ordered that the Master should approve of a proper plan for and estimates of the expense of carrying such purposes into effect:

And whereas Sir George Rose, the Master in rotation, to whom the several inquiries by the said decree directed were referred, made his first report dated the 25th day of June 1845, and found (amongst other things) that the property subject to the trusts of the said will of the said William Wilshere the testator consisted of certain real estates in the counties of Hertford, Bedford, Cambridge, Essex, Middlesex, and Hants, the clear annual income whereof amounted to the sum of £4,251 10*s.* 10*d.*, and also of certain sums of £3 per cent. consolidated bank annuities, and £3$\frac{1}{4}$ per cent. annuities, standing in the books of the Governor and Company of the Bank of England in the names of the said defendants Thomas Lord Dacre and William Hale, the annual dividends whereof amounted to the sum of £2,597 15*s.* 5*d.*, and he found the clear annual income arising from the said trust estates and property to be £6,849 6*s.* 3*d.*, and that the amount of two years clear annual income thereof was the sum of £13,698 12*s.* 6*d.*; and the said Master certified that it would be fit and proper that a sum of money not exceeding the sum of £9,806 18*s.*, being less than two years clear annual income thereof, should be expended in altering, enlarging, and making additions to the said mansion house called the Frythe, and in altering, adding to, or enlarging the then or in erecting new offices, stables, and other out-buildings thereto, so as to make the said mansion house a suitable residence for the possessor of the said trust estates and property; and the said Master was of opinion that the said sum of £9,806 18*s.* should be paid by instalments or otherwise, as might be necessary, out of the money to arise by sale of the said 3$\frac{1}{4}$ per cent. annuities, and by sale of so much as might be necessary for that purpose of the £3 per cent. consolidated bank annuities standing in the names of the said Thomas Lord Dacre and William Hale as aforesaid:

Order of Court of 27th June 1845.

And whereas by an order made in the said suit on the 27th day of June 1845 by the Vice-Chancellor of England on the hearing of the said cause on further directions, the Court did declare that, having regard to the directions of the will of William Wilshere the testator, it was fit and proper that a sum of money not exceeding £9,806 18*s.* should be expended in altering, enlarging, and making additions to the mansion house called the Frythe, and in altering, making additions to, or enlarging the then present or in erecting new offices, stables, and other out-buildings thereto, so as to make the said mansion house a suitable residence for the possessor of the said trust estates

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and property; and it was ordered that it be referred to the Master to whom that cause stood referred, having regard to the above declaration, to approve of a proper contract or contracts, to be entered into with such builder or builders as he should approve, for the execution of the necessary works, and also to approve of a proper person as architect to superintend the works aforesaid; and it was ordered that the said defendants Thomas Lord Dacre and William Hale be at liberty to enter into such contract or contracts for the purposes aforesaid; and it was ordered that the same be carried into execution, and it was declared that the expenses of the works necessary for the purposes aforesaid, and of the salaries of the said architect and of a clerk of the works, not exceeding in the whole the said sum of £9,806 18*s.*, ought to be raised by the sale of £3 5*s.* per cent. annuities, and of a sufficient part of the three per cent. consolidated bank annuities, then standing in the names of the said Thomas Lord Dacre and William Hale; and it was ordered that the defendants Thomas Lord Dacre and William Hale be at liberty, from time to time, by sale of the said sums of annuities, or of a sufficient part thereof, to raise the monies which might be necessary for the payment of the expenses of the said works, and of the salaries of the said architect and clerk of the works, and to pay the same by instalments or otherwise, as the said defendants should think fit, but not exceeding in the whole the said sum of £9,806 18*s.*; and by the said order the costs of the suit, and the costs, charges, and expenses of the trustees properly incurred, were ordered to be taxed and raised by a sale of a sufficient part of the aforesaid sums of bank annuities, and to be paid accordingly:

And whereas the said Sir George Rose, in pursuance of the said order of the 27th day of June 1845, made a further report dated the 2nd day of August 1845, and thereby approved of certain persons as proper persons to be builders to execute the works mentioned in the said order as necessary for altering, enlarging, and making additions to the said mansion house, and for erecting new offices thereto, and also approved of a contract (the particulars of which were set forth in the schedule to the said report) to be then entered into between the said Thomas Lord Dacre and William Hale and the persons approved of as builders for the execution of the said works for the sum of £7,310:

Order of Court on 27th March 1846.

And whereas by an order made by the Vice-Chancellor of England in the said suit on the 27th day of March 1846, on the petition of the plaintiff, it was ordered that it be referred to the Master to inquire whether it was fit and proper that any, and, if any, what variations and additions should be made to the plans, estimates, and specifications mentioned or referred to by the Master's

report dated the 25th of June 1845, and in case the said Master should be of opinion that it would be fit and proper that any such variations or additions should be made, then he was to approve of a proper plan for and estimates of the expenses of carrying such purposes into effect; and it was ordered that he should approve of a proper contract for the execution of the works necessary for making such variations and additions, and also for the erection of the stables and lodge to the mansion house not comprised in the Master's report dated 2nd August 1845, and to approve of a proper person as architect to superintend such works; and it was ordered that the said defendants Thomas Lord Dacre and William Hale be at liberty to enter into such contract or contracts, for the purposes aforesaid, as the said Master should approve, and that the same should be carried into execution; and it was ordered that the expense of the works which the said Master should find to be necessary for the purposes aforesaid, including the expenses of erecting and building the stables and lodge to the said mansion house, and the salaries of a surveyor and clerk of the works, the whole amount thereof (together with the sum mentioned in the contract approved by the said report bearing date the 2nd August 1845, and the salaries of the surveyor and clerk of the works relating thereto) not exceeding in the whole the said sum of £13,698 12*s.* 6*d.*, be from time to time raised by the said defendants Thomas Lord Dacre and William Hale by the sale of the residue of the £3 5*s.* per cent. annuities, and of a sufficient part of the said £3 per cent. consolidated bank annuities, then standing in their names; and by the said order the costs of all parties of that application were ordered to be taxed and raised by a sale of a sufficient part of the aforesaid annuities, and paid accordingly:

And whereas in pursuance of the last-recited order the said Sir George Rose made a further report dated the 1st day of July 1846, and certified that the said defendants Lord Dacre and William Hale had proposed that the said stables and lodge should be then erected, and that certain additions to the offices and fittings to the said mansion house should be made, and also that a garden wall and gardener's cottage should be erected, and that the sum of £3,561 3*s.* 10*d.* should be allowed for such purposes; and he found that the said sum of £3,561 3*s.* 10*d.* being added to the said sum of £7,310, the amount of the contract so as aforesaid approved by him, they made together the sum of £10,871 3*s.* 10*d.*, which was less than two years clear annual income of the said trust estates and property; and he certified that he was of opinion that such proposed additions to the offices and fittings to the said mansion house ought to be made, and that a garden wall and

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gardener's cottage ought to be erected, and that he had also approved of proper plans for and estimates of the expense of carrying such purposes into effect:

Order of Court on 16th April 1847.

And whereas by an order made in the said suit by the Vice-Chancellor of England on the 16th day of April 1847, on the petition of the plaintiff, it was ordered that it should be referred to the said Master to inquire and state to the Court whether it would be fit and proper that any, and, if any, what variations or additions should be made to the plans and estimates and specifications mentioned or referred to by the said Master's reports dated respectively the 25th day of June 1845, the 2nd day of August 1845, and the 1st day of July 1846, and if he should be of opinion that any such should be made, then it was ordered that he should approve of a proper plan for and estimate of the expenses for carrying such purposes into effect; and it was ordered that he should approve of a proper contract for the execution of the works necessary in making such variations or additions, and approve of a proper person as architect to superintend such works:

And whereas Sir George Rose, by his report dated the 19th day of June 1847, made in pursuance of the last-recited order, found, amongst other things, that the works in the mansion house mentioned in the before-mentioned report had been proceeded with, but it had been found that the additions made to the said offices, stables, and out-houses were insufficient in point of extent and accommodation for rendering the said mansion house, as enlarged and improved, an adequate residence, and that the said defendants Thomas Lord Dacre and William Hale had arranged and agreed, subject to his approval, with the builders (who had previously been appointed by him) to execute certain further works at the said mansion house called the Frythe; and he found that the expenses of the further works then required to be done, not included in the previous contracts, amounted to the sum of £1,694 1*s.* 7*d.*; and he found that the said sum of £1,694 1*s.* 7*d.* being added to the said sum of £10,871 3*s.* 10*d.* already allowed by him as proper to be expended in rebuildings, variations, and alterations, as aforesaid, made together £12,565 5*s.* 5*d.*, being less than two years income of the said trust estates, and that he was of opinion that it would be fit and proper that the several variations and additions mentioned and referred to in the agreement so as aforesaid entered into by the said defendants Thomas Lord Dacre and William Hale as aforesaid should be made to the plans and estimates and specifications mentioned or referred to by his said reports dated respectively the 25th day of June 1845, the 2nd day of August 1845, and the 1st day of July 1846, and he approved of the contract which had

been proposed as a proper contract to be entered into for the execution of the works necessary in making such variations and additions, and he was of opinion that a further sum of £1,694 1*s*. 7*d*. would be proper to be expended in such further variations and additions, and he approved of an architect to superintend such works:

Order of Court on 22nd June 1847.

And whereas by an order of the Vice-Chancellor of England made in the said suit, on the petition of the plaintiff, on the 22nd day of June 1847, it was ordered that the Master's report dated the 19th day of June 1847 be confirmed; and it was ordered that the defendants Thomas Lord Dacre and William Hale be at liberty to enter into such contract or contracts for the purposes aforesaid as approved by the said Master, and it was ordered that the same be carried into execution; and it was ordered that the expenses of the works which the said Master had found to be necessary for the purposes in the petition mentioned, and the salaries of a surveyor and clerk of the works, the whole amount thereof, together with the sums mentioned in the several contracts approved by the respective reports of the said Master, bearing date the 2nd August 1845 and the 1st July 1846, and the salaries of a surveyor and clerk of the works relating thereto, not exceeding in the whole the sum of £13,698 12*s*. 6*d*., the amount of two years annual income of the said trust estates and property, be from time to time raised by the said defendants Thomas Lord Dacre and William Hale by sale of the residue of the £3 5*s*. per cent. annuities, and of a sufficient part of the bank £3 per cent. annuities, then standing in the names and in the order on further directions dated 27th June 1845 mentioned; and it was ordered that the same be paid accordingly to the said contract or contracts so approved by the said Master by instalments or otherwise as the said defendants should think fit, and by the said order the costs of all parties of that application were directed to be taxed and raised by a sale of a sufficient part of the annuities aforesaid, and paid accordingly:

And whereas by an order made by the Vice-Chancellor of England in the said suit, on the petition of the plaintiff, on the 22nd day of June 1849, it was ordered that it be referred to the Master to inquire and state whether the plaintiff William Wilshere the nephew had properly laid out the sum of £371 10*s*. 9*d*. in the petition mentioned, or any other and what less sum, in repairing, altering, enlarging, or making additions to the mansion house called the Frythe, and in altering, adding to, or enlarging the then present building or other works belonging or in erecting new offices, stables, and other out-buildings thereto, and in case the said Master should so find, then it was ordered that the said defendants Thomas Lord Dacre and William Hale should raise by sale of a sufficient part of

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the £3 per cent. consolidated bank annuities then standing in their names, such sum, not exceeding the sum of £371 10*s.* 9*d.*, as the said Master should find to have been so laid out by the petitioner, and it was ordered that the same, when so raised, be paid by the said defendants Thomas Lord Dacre and William Hale to the petitioner, and be allowed them in their accounts as such trustees as aforesaid:

And whereas in pursuance of the said order of the 22nd day of June 1849, the said Sir George Rose made a further report, dated the 20th day of December 1849, and thereby found, amongst other things, that besides the works which had been included in the contracts which had been theretofore approved by him, it had been found necessary for the completion of the said mansion house with proper offices suitable to the possession of the said trust estates and property to erect and carry out certain other proper and necessary works, the expense whereof had amounted to a very considerable sum and very much exceeded the said sum of £371 10*s.* 9*d.*, and the said plaintiff had from time to time advanced the necessary monies for the purposes aforesaid out of his own pocket; and he found that the said petitioner the plaintiff had properly laid out the sum of £371 10*s.* 9*d.* in erecting and making the said new buildings and works, and such sum of £371 10*s.* 9*d.* was accordingly to be raised and paid to the said plaintiff by the said defendants Thomas Lord Dacre and the said William Hale, the trustees, in the manner directed by the said order:

And whereas the said Thomas Lord Dacre and William Hale purchased at different times, in pursuance of the powers contained in the said settlement, divers freehold and copyhold lands and hereditaments convenient to be held with the estates devised by the will of the said William Wilshere the testator, and they also incurred certain expenses in carrying into execution the trusts of the said will of the said testator, and the purchase money and expenses were paid in some cases out of monies in the hands of the said Thomas Lord Dacre and William Hale, and in other cases by the sale of £3 per cent. consolidated bank annuities standing in their names:

And whereas by reason of the several matters herein-before recited there became standing in the names of the said Thomas Lord Dacre and William Hale in the books of the Governor and Company of the Bank of England the sum of £72,029 19*s.* 3*d.* £3 per cent. consolidated bank annuities, and no more:

And whereas the said William Wilshere the nephew, acting under the provisions of the Lands Clauses Consolidation Act, 1845, and of the Royston and Hitchin Railway Act, 1846, or one of them, in the

year 1849 sold and conveyed to the Royston and Hitchin Railway Company a piece of land, being part of the settled estate of the said testator William Wilshere, in the hamlet of Walsworth, at the price of £2,587 14*s*., which sum was duly paid into the Bank of England in the name and with the privity of the Accountant-General of the Court of Chancery, and was invested in his name in the purchase of £2,617 2*s*. 10*d*. £3 5*s*. per cent. bank annuities, ex parte the Royston and Hitchin Railway Company in the matter of the Royston and Hitchin Railway Act, 1846, and the said £3 5*s*. per cent. bank annuities have since been converted into new three per cent. annuities:

And whereas the said Thomas Lord Dacre died on or about the 21st day of March 1851, leaving the said William Hale him surviving, without having ever surrendered the copyhold hereditaments vested in him on the trusts of the said indenture, which by his death devolved on his heirs or devisees:

And whereas the said William Hale departed this life on or about the 21st day of February 1852, having first duly made and executed his last will and testament in writing, bearing date the 9th day of October 1848, and thereby appointed William Sullivan and John Hawkins executors thereof, who have since, that is to say, on the 24th day of May 1852, duly proved the same in the Prerogative Court of the Archbishop of Canterbury:

And whereas the said William Hale did not by his said will make any devise of the real estate vested in him as a trustee, and therefore upon his death such estates devolved upon and became vested in Charles Cholmeley Hale, as his only son and heir-at-law in trust as aforesaid:

Indenture dated 25th May 1852.

And whereas, by an indenture dated the 25th day of May 1852, endorsed on the herein-before recited indenture of the 5th day of June 1830, and expressed to be made between the said William Sullivan and John Hawkins of the first part, the said Charles Cholmeley Hale of the second part, the said William Wilshere the nephew of the third part, and the Right Honorable Thomas Crosbie William now Lord Dacre, in the said indenture described as the Honorable Thomas Trevor, and William Henry Frederick Cavendish, Esquire, of the fourth part, after reciting that the whole of the personal estate of the said William Wilshere the testator, so far as was then known, had been got in and realized, save and except certain items, specified in the schedule thereto, and that the said William Sullivan and John Hawkins, as such executors of the said William Hale, had agreed, with the consent and approbation of the said William Wilshere the nephew, to appoint the said Thomas Crosbie William Lord Dacre and William Henry Frederick Caven-

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dish to be trustees of the said settlement in the place of the said Thomas Lord Dacre, deceased, and William Hale, and that the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish had consented to accept such appointment, and that the said William Sullivan and John Hawkins had accordingly transferred the said sum of £72,029 19*s.* 3*d.* £3 per cent. consolidated annuities into the names of the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, in the books of the Governor and Company of the Bank of England, and that the said Charles Cholmeley Hale had, at the request of the said William Wilshere the nephew, consented to convey, surrender, and assure to the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish the real estates, whether freehold or copyhold, which were vested in his father, the said William Hale, deceased, as surviving trustee of the said settlement, or which, on his said father's death, devolved on him as aforesaid: It was by the indenture now in recital witnessed that they, the said William Sullivan and John Hawkins, did nominate and appoint the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish trustees of the said settlement in the place of the said Thomas Lord Dacre, deceased, and William Hale; and by the indenture now in recital the said Charles Cholmeley Hale granted and assured unto the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, and their heirs, all and singular the freehold hereditaments comprised in the said settlement, except such parts as had been since the date thereof sold and conveyed by the said Thomas Lord Dacre, deceased, and William Hale, as herein-before is mentioned, and also the several hereditaments therein particularly described, and being the hereditaments which had been purchased since the date of the said settlement, to hold the same to the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, and their heirs, to such uses, upon and for such trusts, ends, intents, and purposes, and with, under, and subject to such and the same powers, provisoes, declarations, and agreements, as were in the said settlement limited and expressed, declared and contained, of and concerning the manors, messuages, lands, tenements, and hereditaments comprised in and settled by the said indenture, or such of the same uses, trusts, intents, and purposes, powers, provisoes, declarations, and agreements as were then subsisting and capable of taking effect; and by the indenture now in recital the said Charles Cholmeley Hale, for himself, his heirs, executors, and administrators, covenanted with the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, their heirs and assigns, to surrender into the hands of

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the lady of the manor of Hitchin, Portman, and Foreign, in the county of Hertford, certain copyhold hereditaments therein particularly described (being certain copyhold hereditaments purchased of the trustees of the Bedford Turnpike Road), to the use of the said William Wilshere the nephew and his assigns for the term of his natural life, and after his decease to such uses, upon and for such trusts, intents, and purposes, and subject to such powers, provisoes, declarations, and agreements, as were limited, expressed, declared, and contained in the said settlement of and concerning the copyhold hereditaments comprised in and settled thereby, or such of the same uses, trusts, intents, and purposes, powers, provisoes, declarations, and agreements, as were then subsisting and capable of taking effect; and by the indenture now in recital the said William Sullivan and John Hawkins assigned all the monies, bonds, and securities for monies, and all other the personal estate whatsoever then constituting the net residue of the personal estate of the said testator William Wilshere, and then vested in them as executors of the said William Hale, unto the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, their executors, administrators, and assigns; and it was declared and agreed that the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, their executors, administrators, and assigns, should stand possessed of and interested in the premises thereby assigned to them, and also of and in the said sum of £72,029 19*s*. 3*d*. £3 per cent. consolidated bank annuities so transferred into their joint names as aforesaid, and of and in the annual produce thereof respectively, upon such and the same trusts and to and for such and the same intents and purposes as the said Thomas Lord Dacre, deceased, and William Hale, or the said William Hale alone, theretofore stood possessed of and interested in the same, under the provisions of the said settlement and the will of the said William Wilshere the testator, or such of them as were still subsisting and capable of taking effect:

And whereas William Wilshere of Walsworth in the parish of Hitchin in the county of Hertford, esquire, duly made and executed his last will and testament in writing, dated the 20th day of February 1843, and thereby appointed his cousin, the said William Wilshere the nephew, and his friends Thomas Mills, of Tolmers, and John Hawkins, of Hitchin aforesaid, joint executors of his will; and after reciting that he had by an indenture dated the 30th day of November 1838 covenanted to pay to William Atkinson Warwick and John Marshall, or the survivor of them, or the executors, administrators, or assigns of such survivor, an annuity of £225 on the days therein mentioned during the life of

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his wife Louisa Wilshere (who is still living), and for her benefit, determinable nevertheless as therein was mentioned, and also to pay a proportionate part of the said annuity in respect of the time which should have elapsed from the last quarterly day of payment preceding the decease of the said Louisa Wilshere up to and until the day of her death, the said testator William Wilshere of Walsworth, thereby ratified and confirmed the said annuity, and charged the same in lieu of any dower, and directed the same to be issuing out of the messuage and premises in Hitchin, then in his own occupation, and in which his father resided for many years, and on all his messuages, lands, tenements, and hereditaments, and real estate whatsoever, in the township of Hitchin, and in the hamlet of Walsworth (except and not including the houses in Bancroft Street in the town of Hitchin, opposite to his said late father's residence); and he gave to the said William Atkinson Warwick and John Marshall, and the survivor of them, and the executors and administrators of such survivor, powers of distress and entry for the recovery of the same annuity when in arrear, and the costs occasioned by the non-payment thereof, and declared that his said wife should not be entitled to dower or freebench out of any of his said messuages, lands, or tenements; and he also gave to his housekeeper Matilda Windows (who is now deceased) an annuity of £50 for her life, which annuity he charged on certain hereditaments and premises in the parish of Ickleford in the county of Herts; and subject to the said several annuities, and the powers and remedies for the recovery thereof, he gave, devised, and bequeathed all and every the messuages, lands, tenements, and real estate which he had so charged therewith unto the said Thomas Mills and John Hawkins, their heirs and assigns, upon certain trusts therein mentioned, being trusts for the management of the said estates; and upon trust that the said Thomas Mills and John Hawkins, and the survivor of them, his heirs and assigns, after paying the annuities therein-before bequeathed, the annuity of £150 to his sister Elizabeth Hailey, charged upon the estate at Walsworth by the will of his father, and which he thereby confirmed, the repairs, the insurance, the expense of collecting the rents and managing the said estates, and other necessary outgoings, should pay the clear residue of the rents and profits of his said estates into the proper hands of his said sister, Elizabeth Hailey, for her sole and separate use, benefit, and disposal, free from the debts, control, or engagements of her then present or any future husband; and after the decease of his said sister, upon trust that the said Thomas Mills and John Hawkins and the survivor of them and his heirs should settle, convey, and assure the

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same messuages, lands, tenements, and hereditaments, subject to the payment of the said annuities to his said wife, and the said Matilda Windows, to such of the uses, upon such of the trusts, and to and for such of the intents and purposes, and with such of the powers, limitations, and restrictions limited, expressed, or declared by the will of his late uncle William Wilshere, meaning thereby the said William Wilshere the testator, concerning his estates in the hamlet of Walsworth, thereby devised, as should be then subsisting and capable of taking effect:

And whereas the said testator William Wilshere of Walsworth died on the 15th day of October 1853, without having revoked or altered his will, and leaving the said Louisa Wilshere his widow, and the said Matilda Windows, and also his sister, the said Elizabeth Hailey, him surviving:

And whereas the said Matilda Windows died on or about the 9th day of December 1858:

And whereas the said Thomas Mills and John Hawkins, with the consent of the said Elizabeth Hailey, in the year 1855 conveyed to the Midland Railway Company a plot of land containing 2r. 34p. or thereabouts, part of hereditaments copyhold of the manor of the rectory of Pirton-cum-Ickleford in the county of Herts (being part of the estate of the said William Wilshere of Walsworth), in consideration of the sum of £144 sterling, which sum of £144 was paid to William Hawkins and Thomas Austin Widdows, two trustees appointed to receive the same, and the sum of £144 was laid out in the purchase of £156 19*s.* £3 per cent. consolidated bank annuities in the names of the said William Hawkins and Thomas Austin Widdows:

And whereas the said William Wilshere the nephew, acting under the provisions of the Lands Clauses Consolidation Act, 1845, and the Great Northern Railway Act, 1846, or one of them, in the year 1856 sold and conveyed to the Great Northern Railway Company certain pieces of land, being part of the settled estate of the said William Wilshere the testator, at the price of £2,563, which sum was duly paid into the Bank of England, in the name and with the privity of the Accountant-General of the Court of Chancery, and was invested in his name in the purchase of £2,726 11*s.* 11*d.* bank £3 per cent. annuities, in trust, in the matter of the Great Northern Railway Act, 1846, the account of the settled estates of William Wilshere, deceased:

And whereas, in pursuance of an order made in the last-mentioned matters by the Vice-Chancellor Sir William Page Wood, on the 5th day of March 1859, on the petition of the said William Wilshere the nephew, the sum of £2,425 18*s.* 2*d.* bank three per cent.

Order of Court on 5th March 1859.

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annuities, part of the said sum of £2,726 11*s.* 11*d.* like annuities, was sold, and the sum of £2,319 15*s.* 6*d.* cash produced by such sale was laid out by the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish in the purchase of certain freehold and copyhold hereditaments, convenient to be held with the other settled estates, and the sum of £300 13*s.* 9*d.* was left standing in the name of the Accountant-General, in trust, in the last-mentioned matter:

And whereas the said William Wilshere the nephew, acting under the provisions of the Lands Clauses Consolidation Act, 1845, and the London and North-western Railway (St. Alban's Branch) Act, 1853, or one of them, did in the year 1860 sell and convey to the London and North-western Railway Company certain pieces of land, being part of the settled estates of the said testator William Wilshere, at the price of £2,152 12*s.* 6*d.*, which sum was paid into the Bank of England in the name and with the privity of the Accountant-General of the Court of Chancery, and was invested in the purchase in his name of the sum of £2,305 7*s.* bank three per cent. annuities, in trust, in the matter of the London and North-western Railway (St. Alban's Branch) Act, 1853, the settled estates of William Wilshere, deceased:

And whereas the said Elizabeth Hailey duly made and executed her last will and testament, dated the 18th day of February 1863, and thereby appointed and devised a certain copyhold cottage with the garden and appurtenances adjoining the churchyard at Hitchin, which copyhold hereditaments were within the manor of Hitchin, and were purchased by her, the said testatrix, of William Purdey and Frances his wife, to the uses, upon and for the trusts, intents, and purposes declared by the will of her brother, the said William Wilshere of Walsworth, concerning the messuage in Hitchin, then in the occupation of her the testatrix, or such of the same uses, trusts, intents, and purposes respectively as at her decease should be subsisting undetermined or capable of taking effect, or as near thereto as the tenure of the same copyhold hereditaments would permit:

And whereas the said testatrix Elizabeth Hailey died on the 4th day of December 1863, without having revoked or altered the devise contained in her said will and herein-before recited, and her said will, together with a codicil thereto, was on the 7th day of January 1864 proved in the Principal Registry of the Court of Probate by the said William Wilshere the nephew and John Hawkins, the executors thereof:

And whereas the said Thomas Mills, one of the trustees named in the said will of the said William Wilshere of Walsworth, died on

or about the 10th day of November 1862, leaving the said John Hawkins, his co-trustee, him surviving:

Indenture dated 8th March 1869.

And whereas by an indenture dated the 8th day of March 1869, and expressed to be made between the said John Hawkins of the one part and the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish of the other part, the said John Hawkins has conveyed, assigned, and assured the freehold messuages, lands, and hereditaments (which were devised by the said will of the said William Wilshere of Walsworth to the uses declared by the will of his late uncle, the said William Wilshere the testator) unto the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, their heirs and assigns, and covenanted to surrender the copyhold hereditaments devised by the will of the said William Wilshere of Walsworth (subject nevertheless to the payment of the said annuity to the said Louisa Wilshere) to such of the uses, upon such of the trusts, and to and for such of the intents and purposes, and with such of the powers, limitations, and restrictions mentioned, expressed, or declared by the will of the said William Wilshere the testator concerning his estates in the parish of Walsworth thereby devised, as were then subsisting and capable of taking effect:

And whereas by an absolute order under the seal of the Inclosure Commissioners of England and Wales, and made in pursuance of "The General Land Drainage and Improvement Company's Act, "1849," and dated the 26th day of November 1864, it was ordered and declared that the several estates in the schedule to this Act annexed referred to as the Shitlington estate, in the county of Beds, and containing 629A. 2R. 32P. or thereabouts, and part of the Hitchin estate, in the county of Herts, containing 663A. 2R. 12P. or thereabouts, and the Great Wymondley estate, in the county of Herts, containing 521A. 0R. 23P. or thereabouts, and the Welwyn and Ayott St. Peter's estate, in the county of Herts, containing 276A. 0R. 24P. or thereabouts, were in pursuance of a contract entered into by the said William Wilshere the nephew with the General Land Drainage and Improvement Company charged with the sum of £1,775 1*s*. 8*d*. paid for improvements, and £49 4*s*. for the costs of and in relation to the contract, and that such charge was a rentcharge of £109 14*s*. 1*d*. for a period of thirty-one years from the date of that order, and payable as therein mentioned:

And whereas by another absolute order of the said Inclosure Commissioners made as aforesaid, and dated the 16th day of May 1867, it was ordered and declared that the said Shitlington estate, containing 633A. 0R. 34P. or thereabouts, and the Hitchin estate, containing 730A. or thereabouts, were, in pursuance of a contract

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entered into by the said William Wilshere with the General Land Drainage and Improvement Company, charged with the sum of £5,185 19*s.* paid for improvements, and £53 11*s.* 9*d.* for the costs of and in relation to the contract, and that such charge was a rentcharge of £315 1*s.* 8*d.* for a term of thirty-one years from the date of that order, and payable as therein mentioned:

And whereas by another absolute order of the said Inclosure Commissioners made as aforesaid, and dated the 18th day of October 1867, it was ordered and declared that the Biggleswade estate, in the county of Beds, containing 295A. 2R. 20P. or thereabouts, was, in pursuance of a contract entered into by the said William Wilshere the nephew with the General Land Drainage and Improvement Company, charged with the sum of £2,148 3*s.* for improvements, and £26 2*s.* for the costs of and in relation to the contract, and that such charge was a rentcharge of £130 15*s.* for a term of thirty-one years from the date of that order, and payable as therein mentioned:

And whereas the said William Wilshere the nephew died on or about the 10th day of November 1867, a bachelor, and on the decease of the said William Wilshere the nephew the said Charles Willes Wilshere entered into possession of the real estates, subject to the trusts of the said settlement, and into the receipt of the income of the personal estate, subject to the trusts of the same settlement:

And whereas the real estates now subject to the trusts of the said settlement consist of the estates which are particularly specified in the first schedule to this Act annexed, and therein the acreage and rental and the tenures thereof, so far as the same can be distinguished, are mentioned, and in which schedule the estates devised by the wills of the said William Wilshere of Walsworth and Elizabeth Hailey are particularly referred to:

And whereas the particulars of the property now held in trust, and subject to be laid out in the purchase of real estate, under the trusts of the said settlement, and the particulars of certain personal estate of the said William Wilshere the testator still outstanding, are contained in the second schedule to this Act:

And whereas the said Thomas Austin Widdows died on the 31st day of October 1868, leaving the said William Hawkins, his co-trustee, him surviving, who is now the sole trustee of the said sum of £156 19*s.* £3 per cent. consolidated bank annuities:

And whereas the net annual value of the said estates and property amounts in round figures to £7,000 (exclusive of the value of the mansion and lands stated in the first schedule to this Act to be in hand), and a summary thereof is contained in the third schedule to this Act annexed:

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Indenture dated 9th March 1869.

And whereas by an indenture, dated the 9th day of March 1869, and expressed to be made between the said Charles Willes Wilshere of the first part, the said Elisabeth Marie Wilshere of the second part, and Thomas Maclean Farmer, Esquire, and Thomas Allix Farmer, Esquire, of the third part, in pursuance of the powers enabling him contained in the said will of the said testator William Wilshere and the said settlement, the said Charles Willes Wilshere appointed unto the said Elisabeth Marie Wilshere during the term of her natural life, in case she should survive him, one annual sum or yearly rentcharge of £648 to be issuing and payable out of and charged upon the said mansion house, and the farm and lands in the parishes of Welwyn and Ayott St. Peter, called the Frythe, and containing altogether 275a. 3r. 33p., and also upon part of the farm in the parish of Great Wymondley in the county of Herts, called the Wymondley Farm, and containing altogether 391 a. 3 r. 12 p., with usual power of entry and distress to the said Elisabeth Marie Wilshere and her assigns for the recovery of the said annual sum or yearly rentcharge when in arrear; and for better securing the payment of the said annual sum or yearly rentcharge, the said Charles Willes Wilshere appointed and demised the hereditaments charged with the payment thereof unto the said Thomas Maclean Farmer and Thomas Allix Farmer, their executors, administrators, and assigns, for the term of 200 years, upon trust by the ways and means therein mentioned to raise and pay the said annual sum or yearly rentcharge when in arrear:

And whereas the said mansion house on the Welwyn estate, called the Frythe, was not altogether pulled down and re-built in the year 1846, but a portion only of the said mansion was pulled down and re-built, and the rest of the house was only partially altered or improved, and the result is that the present mansion is partly a new or modern house and partly an old one, and the old part of the house is not on a scale commensurate with that on which the new or modern part of the mansion house was erected, and is altogether out of keeping therewith, and is inconvenient and insufficient for the accommodation of the family of the possessor of the estate:

And whereas the drainage of the present mansion house is extremely defective and objectionable, and has been considered to be prejudicial to the health of the inmates:

And whereas, under the circumstances aforesaid, the said Charles Willes Wilshere and Edith Elisabeth Marie Wilshere are desirous, and it will be for the advantage of them and of the persons to become entitled to the said estates, that the old part of the said mansion house should be pulled down and re-built on a scale com-

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mensurate with that of the new or modern part of the mansion house, and that certain alterations and improvements should be made in the new or modern part of the said mansion house, and that the materials of the old part of the said mansion house should, as far as practicable, be employed in or towards the re-building of the old part of the said mansion house, and the alterations and improvements in the new or modern part:

And whereas it has been estimated that the probable cost of such re-building, alterations, and improvements, and of alterations of the drainage, and of making the mansion house suitable and appropriate for the residential mansion for the person for the time being entitled to the said estates and property subject to the trusts of the said settlement, would amount to the sum of £13,250 or thereabouts, if the materials of the present old part of the said mansion house were employed in the re-building, alteration, and improvement:

And whereas on the said estates specified in the said schedule to this Act annexed, and especially on the estates at Welwyn, Shitlington, St. Alban's, and Biggleswade, there are not cottages sufficient in number for the labourers employed on the said estates, and it is impossible to obtain sufficient cottage accommodation at an easy distance from the said estates, and the want of such cottage accommodation is injurious to the said estates:

And whereas the said Charles Willes Wilshere and Edith Elisabeth Marie Wilshere are desirous, and it will be for the benefit of them and of the persons to become entitled to the said estates, that cottages should be built on the said settled estates:

And whereas it has been estimated that the cost of the cottages so proposed to be built will be the sum of £200 for a single cottage, and an average of £160 each if two or more are built together:

And whereas the said Charles Willes Wilshere and Edith Elisabeth Marie Wilshere are desirous that the cost of the pulling down and re-building of the old part of the said mansion house, and of the alterations and improvements in the new part of the said mansion house, and of the alterations of the drainage, and of the erection of cottages on the said estates, should be defrayed out of the funds standing in the names of the said Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, and held by them in trust as aforesaid:

And whereas the works now contemplated in respect of the mansion of the Frythe, together with those executed under the direction of the Court of Chancery, as herein-before mentioned, will

together practically amount to a re-building of the whole mansion, and the total expense of thus making the dwelling house with proper offices suitable for the possessor of the settled estates will not exceed four years net value of the estate and property, which might have been permanently charged thereon under the will of the said William Wilshere the testator if an entirely new house had been built in the first instance:

And whereas the said settlement does not contain any power of leasing any of the estates subject to the trusts thereof for a term longer than the term of twenty-one years, and does not authorize the trustees thereof to sell any part of the said estates in the counties of Herts or Beds, except such part of the estate in the parish of Hitchin as is not in the hamlet of Walsworth:

And whereas since the year 1824, when the said William Wilshere the testator made his will, the lines of railway of the Great Northern, London and North-western, and Midland Companies have been constructed, and the same run through parts of the said settled estates, and the character of the neighbourhood of the said settled estates has been altered by reason of the amount of railway accommodation now existing:

And whereas parts of the said estates in the county of Herts, to which the powers of sale in the said settlement does not extend, are conveniently situate and well adapted for building on, and are capable of other improvements:

And whereas it would be advantageous to the said Charles Willes Wilshere and Edith Elisabeth Marie Wilshere, and the other persons to become entitled to the said estates, if powers were given to the aforesaid trustees and the trustees or trustee for the time being of the said settlement to grant building leases of certain parts of the said estates, and also to sell parts of the said estates in the county of Herts to which the power of sale in the said settlement does not extend, and to invest the money to be received from every such sale, and the trust funds now and from time to time subject to the trusts of the said settlement, in the purchase of other estates, to be settled on the same trusts as the estates sold were subject:

And whereas certain parts of the said estates now subject to the trusts of the said settlement are of copyhold tenure, and are held of divers manors, and so far as it has been possible to distinguish the lands of copyhold tenure, they are set forth and specified in the first schedule to this Act annexed:

And whereas in some instances the freehold and copyhold estates are so intermixed that the precise boundaries thereof cannot be distinguished:

And whereas it would be for the benefit of the said Charles Willes Wilshere and Edith Elisabeth Marie Wilshere, and the

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persons to become entitled to the said estates, that the trustees or trustee for the time being of the said settlement should have power to enfranchise the said copyhold hereditaments, and to defray the costs, charges, and expenses of effecting such enfranchisement out of the funds standing in their names and held in trust by them:

And whereas the objects of this Act cannot be obtained without the authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal subjects, the said Charles Willes Wilshere and Edith Elisabeth Marie Wilshere, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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, as follows; that is to say,

Short title.

1. This Act may be cited for any purposes as "Wilshere's Estate Act, 1869."

Interpretation of terms.

2. In this Act the words and expressions following have the meanings following, unless excluded by the subject or context; that is to say,

(*a*) The expression "the trustees" means and includes Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, and the survivor of them, his executors and administrators, and other the persons and person who are and is from time to time the trustees and trustee of the settlement of the 5th day of June 1830:

(*b*) The expression "tenant for life" means Charles Willes Wilshere during his life:

(*c*) The expression "tenant in tail" means and includes the person who for the time being is the tenant in tail immediately expectant on the decease of Charles Willes Wilshere or the tenant in tail in possession of such parts of the settled estates as from time to time are subject to the limitations or trusts of the said settlement, being of full age, or if and when such person is an infant, then means or includes the guardians or guardian of such person:

(*d*) The word "reversioner" means and includes the person or persons from time to time entitled to the rent reserved by any lease granted under this Act or to the reversion immediately expectant on the term granted by any lease under this Act:

(*e*) The word "lessee" includes the executors, administrators, and assigns of a lessee:

(*f*) The words "settled estates" include the freehold and copyhold estates for the time being subject to the trusts of the said settlement.

Consent to exercise powers under this Act.

3. Except only as is by this Act otherwise expressly provided, the several powers and discretions by this Act conferred on the trustees shall be exercised with the consent in writing of the tenant for life and the tenant in tail, and if and when there is not a tenant for life in being, but there is a tenant in tail in being, and competent to exercise a discretion in that behalf, such powers and discretions shall be exercised only with the consent in writing of the tenant in tail, and except in those cases may be exercised by the trustees in their own discretion: Provided that any such consent may be in general terms sanctioning either absolutely or subject to any terms or conditions the exercise by the trustees at their discretion of their powers and discretions, or any of them.

The trustees authorized to pull down the old part of the mansion house and to re-build.

4. The trustees may, within three years after the passing of this Act, cause so much of the existing family mansion house called the Frythe, situate in the parish of Welwyn, and of the offices belonging thereto, as constitutes the old part of the said mansion house, to be pulled down, and may cause to be erected and built in the site of that part of the mansion house and offices hereby authorized to be pulled down a new building on a scale commensurate with that of the modern or remaining part of the building, and with such offices, out-buildings, and yards as shall be proper and suitable, and may cause such parts of the building materials of the part of the mansion house hereby authorized to be pulled down as it shall be deemed proper to use to be used in or towards the erection of the said new buildings, offices, and out-buildings, and also to make such alterations in the drainage of the mansion as may be necessary, and also to make such alterations and improvements in the modern or remaining part of the said mansion house as shall be necessary to make the entire mansion house sufficient for the requirements of the resident owner of the estates comprised in the said settlement; and the pulling down of the old part of the said mansion house and offices hereby authorized to be pulled down, and the alterations hereby authorized to be made in the modern part of the said mansion house, and the erecting of that part of the mansion and offices hereby authorized to be erected, shall not be deemed waste at law or in equity.

The trustees may sell materials and apply monies

5. The trustees may sell and dispose of such parts of the materials of that part of the said mansion house hereby authorized to be pulled down as aforesaid as it shall not be deemed expedient to use

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towards expense of completing mansion.

in the erection of the new building or of cottages hereby authorized to be built, either by public auction or private contract, as they shall think fit, and to pay and apply the monies arising from such sale in or towards the payment of the costs, charges, and expenses to be incurred in the completion of the said mansion house, with the proper offices, out-buildings, and yards.

Trustees authorized to build cottages on settled estates.

6. The trustees may within five years after the passing of this Act build on the said settled estates any number of cottages for labourers, not exceeding fourteen in number, with usual and proper out-buildings, fences, and other conveniences; such cottages shall be built in such situations on the said estates as the tenant for life and tenant in tail, or the tenant in tail, if competent, after the death of the tenant for life, shall select, or otherwise at the discretion of the trustees; and the cost of any single cottage with the proper fences, out-building, and conveniences shall not exceed two hundred pounds; and the average cost of two or more cottages under one roof, with the like proper fences, out-buildings, and other conveniences shall not exceed one hundred and sixty pounds each.

Trustees authorized to raise the sum of 15,550*l.* out of consols in their names, and apply the same in payment of costs of rebuilding mansion and erecting cottages.

7. The trustees may at any time after the passing of this Act raise out of the three per cent. consolidated bank annuities, or other the monies which are or shall be liable to be laid out in the purchase of hereditaments to be settled to or upon the uses, limitations, or trusts limited, declared, or expressed by the said settlement, any sum or sums of money, not exceeding in the whole the principal sum of fifteen thousand five hundred and fifty pounds, and shall apply and appropriate any part thereof, not exceeding thirteen thousand two hundred and fifty pounds, either by instalments or otherwise, in or towards the payment of the costs, charges, and expenses incurred in pulling down that part of the mansion house hereby authorized to be pulled down, and in erecting the new building hereby authorized to be built, and in making the requisite alterations in the drainage, and the requisite alterations and improvements in the modern or remaining part of the said mansion house, and in payment of the costs, charges, and expenses of architects, surveyors, and agents to be employed by the trustees in or about the works aforesaid, and all other costs and expenses to be incurred by the trustees in the pulling down, re-building, and altering herein-before authorized, and shall apply and appropriate any part thereof, not exceeding two thousand three hundred pounds, either by instalments or otherwise, in building the cottages hereby authorized to be built, and in payment of the costs, charges, and expenses of architects, surveyors, and agents employed by the

trustees in the building of cottages, and all other costs, charges, and expenses incurred by the trustees in or about the building of cottages.

Tenant for life and tenant in tail to keep in repair and insure mansion house and cottages from damage by fire.

8. From and after the time when the mansion house and offices and cottages shall be completed and finished, and so long as the uses limited by the said settlement shall be subsisting undetermined, the tenant for life, and after his decease the tenant in tail, and in case the tenant in tail shall be under the age of twenty-one years, then the guardian or guardians of any such infant tenant in tail, shall and they and he are and is hereby required and directed to keep the said mansion house, offices, and out-buildings, and also the said cottages hereby authorized to be built, in good tenantable repair and condition during all their respective estates and interests therein; and also to keep the said mansion house, offices, and out-buildings insured in some or one of the public offices in London or Westminster for insurance against fire, in the names of the trustees, in two thirds of their value, and to keep the said cottages insured in like manner in the names of the trustees and the said parties respectively; and their real and personal representatives to the full extent of their assets shall be answerable to all parties entitled to or interested in the premises in remainder or reversion for the full performance of the duties hereby reposed in them.

To whom insurance money payable in case of fire, and how to be applied.

9. In case the buildings for the time being so insured under or by virtue of the last preceding section shall be destroyed or damaged by fire, then, and so often as any such case shall happen, the money payable on the policies or policy respectively whereby such buildings are so insured shall be payable and paid to the trustees who in respect of the purposes of this Act shall be deemed to have a sufficient interest in such insurances or insurance to enable them to sue on the policies or policy thereof; and they shall from time to time pay and apply the monies which for the time being they shall actually receive by virtue of such policies or policy in or towards substantially rebuilding, repairing, or otherwise reinstating the buildings for the time being destroyed or damaged by such fire, and they for these purposes shall have and are hereby invested with the same or the like powers which are herein-before given to them by the 4th and 6th sections of this Act.

Indemnity to trustees in whose names policies effected.

10. Provided always, that the said trustees shall not be concerned to see that any such insurance or insurances as herein-before respectively authorized or directed to be effected as aforesaid has or have actually been effected or made, or that the same respectively is or are continued; and they shall not be answerable for the same respectively not having been effected or continued, and they shall

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not, until sufficient funds shall have been placed within their power, be compelled to take any proceeding or step for or towards the recovery of the monies respectively assured by the policy or policies of any such insurance or insurances as aforesaid.

Outlay on cottages to be recouped within 25 years out of settled estates.

11. The trustees shall, out of the rents and profits of the settled estates, yearly and every year receive or raise one twenty-fifth part of the amount of the whole principal sum or sums for the time being raised for the purpose of and applied in building cottages, and shall hold the same upon the trusts in the said settlement declared or referred to concerning the monies to arise under a sale of any of the hereditaments, to be sold under the power of sale therein contained, to the end that the whole of the principal sums raised and applied for the purpose of building cottages may be recouped out of such rents and profits within or at the expiration of a period of twenty-five years from the time or times of the raising of such principal sum or sums; and for better enabling the trustees to raise such sum or sums as aforesaid out of the rents and profits of the settled estates, they shall have power to enter into or upon the said settled estates, or any part thereof, and to receive the rents and profits thereof until the sum or sums required shall be paid.

Trustees may appropriate parts of estates for roads and otherwise for general improvement.

12. The trustees may from time to time set out, allot, and appropriate any parts of the settled estates mentioned in the fourth schedule to this Act annexed, and also any parts of the said estates mentioned in the first schedule to this Act annexed, as being in St. Alban's, Herts, and herein-after called "the St. Alban's estate," as sites for squares, crescents, streets, roads, ways, and other open places, and otherwise for the general improvement of the settled estates, and any other parts of the said estates, respectively mentioned in the said fourth schedule, and of "the St. Alban's estate," as lots for building and improving purposes, and may make and complete such roads and ways.

Trustees may appropriate free sites for churches and schools and residences for ministers and schoolmasters.

13. The trustees may from time to time set out, allot, and appropriate any parts of the settled estates, not exceeding in the whole ten acres, as sites for churches, chapels, schools, and the residences of ministers and schoolmasters, or other religious, educational, or charitable purposes, with proper out-buildings and conveniences, and may, with or without receiving any consideration therefor in money or otherwise, cause the parts of the settled estates so authorized to be set out, allotted, or appropriated for the purposes last aforesaid to be vested in such person or persons, corporation or corporations, as may be requisite and proper.

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Trustees may grant building or improving leases.

14. The trustees may from time to time, in accordance with the provisions of this Act, lease any parts of the settled estates mentioned in the fourth schedule to this Act annexed, and also any parts of "the St. Alban's estate," to any person willing to erect, make, or improve any building or construction thereon, or to annex the same to any adjoining parts of the settled estates or other lands, for gardens, yards, pleasure grounds, or other conveniences, or to improve the same by draining, planting, cultivating, or otherwise.

Terms of building and improving leases.

15. Those leases respectively may be made for any terms of years, absolute or determinable, not exceeding one hundred years, to take effect in possession within twelve months after the making thereof, and not otherwise in reversion or by way of other future interest, but so that no lease of any part of any copyhold tenement be made in contravention of any custom of the manor of which the copyhold tenement is held, or, where license by the lord to demise is requisite, without the license.

Rents to be reserved by building and improving leases.

16. The full yearly rent reserved by any lease for building or improving purposes shall be the best and most beneficial yearly rent without fine which at the time of the making of the lease or the contract for the lease, and considering the nature and circumstances of the case, and the responsibility of the lessee, can be reasonably had for the same, and the rent shall be made payable half-yearly or more often; provided that the rent may be an increasing rent, beginning with so much of the full yearly rent as the trustees think fit, and rising to the full yearly rent, but so that the full yearly rent be made payable at the latest for the fifth year of the term granted by the lease.

Liberties which may be granted by building or improving leases.

17. The trustees may grant to the respective lessees for building or improving purposes all or any of the liberties or easements following; that is to say,

(*a*) Liberty to appropriate any part of the lands leased as sites for squares, crescents, streets, roads, ways, and other open places, and otherwise for the general improvement of the settled estates:

(*b*) Liberty to make, lay, or use in any part of the settled estates authorized to be leased any sewers, drains, pipes, water-courses, and other conveniences:

(*c*) Liberty to dig and take in and out of and to use on any of the lands leased any stones, clay, gravel, or other substances:

(*d*) Liberty to fell, carry away, and use any trees, shrubs, and other plants on the lands leased:

(*e*) Liberty to take down or remove all or any part of the buildings or constructions on the lands leased, and to

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apply and dispose of the materials thereof to any purposes agreed on :

(*f*) Liberty to alter any building or construction comprised in the lease, but with the privity and to the satisfaction of the trustees or the reversioner, or their respective surveyor or agent :

(*g*) Easements of ways, waters, drainage, light, support, and other easements affecting any part of the settled estates authorized to be leased :

(*h*) Any other liberties and easements usual and proper in like cases, or which the trustees think reasonable.

Reservation which may be made by building or improving leases.

18. The trustees may make by the leases for building or improving purposes all or any of the reservations following ; that is to say,

(*a*) Reservations of right or power to make, lay, or use in the lands leased any sewers, drains, pipes, watercourses, or other conveniences :

(*b*) Reservations of easements of ways, waters, drainage, lights, and supports, and other easements affecting the lands leased :

(*c*) Reservations of minerals and of timber or other trees, and of rights with respect to the same respectively :

(*d*) And other reservations usual and proper in like cases, or which the trustees think reasonable.

Covenants which must be contained in building and improving leases.

19. There shall be contained in every lease for building or improving purposes such of the covenants following as are applicable to the case ; that is to say,

(*a*) A covenant for payment of the rent reserved :

(*b*) A covenant for payment of all then present and future landlords and tenants taxes, rates, assessments, compositions, and impositions whatsoever affecting or to affect the lands leased (the landlords property tax and landlords succession duty excepted) :

(*c*) A covenant to make, within a time therein specified, and to keep in repair during the term, the building or construction (if any) agreed to be made :

(*d*) A covenant to improve, within a time therein specified, and to keep in repair during the term, the building or construction (if any) agreed to be improved :

(*e*) A covenant to make, within a time therein specified, the other improvements (if any) agreed to be made, or to expend thereon, within a time therein specified, a sum therein specified ;

(*f*) A covenant to keep the building or insurable constructions on the land leased insured against damage by fire to the amount of three fourths at least of the insurable value thereof in some respectable insurance office, from time to time approved by the trustees or the reversioner, and in such name or names as they or he shall think fit:

(*g*) A covenant to lay out the money received on the insurance and such other money (if any) as is requisite in substantially restoring the buildings or constructions destroyed or damaged by fire:

(*h*) A covenant to yield up on the expiration or sooner determination of the term the possession of the lands leased, with the buildings, constructions, and improvements thereon in good repair and condition.

Powers which must be inserted in building and improving leases.

20. There shall be contained in every lease for building or improving purposes powers for the purposes following; that is to say,

(*a*) For the trustees or the reversioner, or their respective surveyor or agent, to enter at least twice in every year upon the lands leased, and to inspect the condition thereof, and of all buildings, constructions, and improvements thereon:

(*b*) For the trustees or the reversioner to enter and receive the rents and profits or to re-enter absolutely for nonpayment of the rent reserved, or for breach of all or such as are agreed on of the covenants by the lessee.

Provisions which may be inserted in building and improving leases.

21. There may be contained in any lease for building or improving purposes provisions for all or any of the purposes following; that is to say,

(*a*) That breach of any covenant by the lessee (except the covenant for payment of the rent reserved, and such other covenants, if any, as the parties agree to except) shall not give any right of re-entry, unless or until judgment in an action for breach of the covenant be obtained and the damages be assessed, and the damages and costs recovered thereon remain for three months after the assessing of the costs unpaid:

(*b*) In case of breach of any covenant by the lessee to insure against damage by fire, or to restore any building or construction destroyed or damaged by fire, the trustees or reversioner may insure or restore the building or construction in accordance with the terms of the covenant, and may recover all expenses of and incident to the

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insuring and restoring as rent in arrear or by entry on the lands leased and distress, or by entry and perception of rents and profits, or by action or other proceeding against the lessee:

(*c*) Any other provisions usual or proper in like cases which the trustees think reasonable.

Conditions of re-entry may be restricted to part of the lands leased for building or improving purposes.

22. No lease under this Act for building or improving purposes, and no contract for any such lease, shall be void, defeasible, or questionable on the ground that any condition or right of re-entry for nonpayment of rent or for any breach of covenant or agreement therein contained is in any terms or by virtue of this Act restricted to that part of the lands leased or contracted to be leased where or in respect whereof the nonpayment or breach happens or is otherwise restricted to a part only of the lands.

Conditions of building and improving leases for re-entry to be apportionable.

23. Notwithstanding the avoidance by virtue of any such condition or right of re-entry of any such lease or contract as to part only of the lands leased for building or improving purposes, or contracted to be so leased, the condition or right of re-entry and other (if any) the conditions of the lease and contract shall remain and be in force with respect to those parts of the lands which, from time to time, continue to be held by virtue of the lease or contract, and in order thereto every such condition or right of re-entry and other condition shall be apportionable, and shall have effect according to the intention of the parties in that behalf expressed by the lease or contract.

Underleases not to be forfeited for nonpayment of rent, &c. for land leased for building or improving, but not mentioned in the underleases, and vice versâ.

24. No underlease of any part of the lands comprised in any original lease for building or improving purposes shall be liable to forfeiture, or the operation of any condition or right of re-entry, for nonpayment of rent or breach of covenant, unless and except only so far as the nonpayment or breach happens with respect to the land comprised in the underlease, or some part thereof, and no such nonpayment or breach with respect to the land comprised in the underlease shall work a forfeiture or give a right of re-entry with respect to any land comprised in the original lease and not comprised in the underlease; and the condition or right of re-entry in or under the original lease for any such nonpayment or breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive operation with respect to such parts of the land comprised in the original lease as are respectively comprised and not comprised in the underlease: Provided that where the benefit of this section is claimed the burden of proof shall be on the claimant, and unless and until it is shown that he is entitled to it the presumption shall be against him.

General conditions of lease under Act.

25. Any lease under this Act for building or improving purposes may contain any covenants, conditions, and provisions not inconsistent with or tending to defeat any covenant, condition, or provision by this Act required to be contained therein which the parties to the lease agree on.

Trustees may enter into contracts for building and improving leases.

26. The trustees from time to time may enter into contracts in writing for granting any building or improving leases in accordance with this Act, and the contracts may contain all such terms and conditions as the trustees think advantageous; and the trustees from time to time may alter, rescind, and abandon, either on terms or gratuitously, as they think advantageous, any such contracts, or any of the terms and conditions thereof; provided that no such contract shall contain any term or condition obligatory on the trustees to which they are not under this Act authorized to give effect by a lease.

Leases to be made in pursuance of contracts.

27. Every contract under this Act for a lease shall (except as is by this Act otherwise provided) be carried into effect by a lease or leases in accordance with this Act.

Confirmation of defective leases.

28. The trustees from time to time may confirm any lease purporting to be granted under this Act in any case in which for some technical error or informality in granting the lease it is or is apprehended to be void or voidable, or may grant instead of any such defective lease a lease in accordance with this Act for the then residue of the term granted or purporting to be granted by the defective lease, and at the like rent, and with and subject to the like powers, conditions, covenants, and provisions as were or purported to be reserved by and contained in the defective lease.

Counterparts or duplicates of leases under Act.

29. The person to whom any lease is granted under this Act shall duly execute a counterpart or duplicate thereof; and a memorandum that the trustees have received a counterpart or duplicate of any lease granted under this Act, endorsed on the lease and signed by the trustees, shall be primâ facie evidence of the facts thereby stated.

Powers of Act to apply to lands leased or contracted to be leased when in possession.

30. When the possession of any part of the settled estates leased under this Act or contracted to be leased is resumed or recovered, the same shall thereupon become subject to be from time to time thereafter leased, sold, or otherwise dealt with and disposed of under this Act.

Powers for trustees to sell parts of settled estates.

31. The trustees from time to time may sell any parts of the settled estates mentioned in the fourth schedule to this Act annexed for the best prices that can be reasonably obtained, in such lots, to such persons, and subject to such conditions of sale,

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whether ordinary or special, and in such manner in all respects, as the trustees think proper; and the trustees may buy in at auctions and rescind on terms or gratuitously contracts for sale, and re-sell without being responsible for consequent loss, and may make, execute, and do all such agreements, assurances, acts, deeds, and things as the trustees think requisite for the purposes of the sales, and may apportion purchase monies received on a sale of lands, part of which may be subject to some charge or incumbrance.

Trustees may, if they think fit, lease and sell, reserving easements.

32. The trustees, if they think fit, in the exercise of the powers of leasing and selling, may reserve any minerals, rights, easements, or privileges whatsoever out of, in, through, over, upon, or underneath all or any part of the premises leased or sold, and may put any restrictions on purchasers as to the uses of the lands sold, and may lease or sell the surface apart from or with any part of the subsoil of any lands part of the settled estates, or the subsoil apart from or with any part of the surface of any lands part of the settled estates, and may lease or sell any estate or interest less than the entire fee simple in any lands part of the settled estates by this Act authorized to be leased or sold.

Divers powers for trustees.

33. The trustees from time to time may exercise all or any of the powers following, and in order thereto may apply for the purpose so much as is requisite of the monies from time to time applicable under the powers of the settlement and this Act respectively to the purchase of lands; that is to say,

(*a*) The trustees may take proceedings for having any freehold hereditaments and copyhold tenements being respectively parts of the settled estates distinguished, and for having the boundaries thereof set out:

(*b*) The trustees may take proceedings for having any parts of the settled estates distinguished from any lands adjoining thereto, and for having the boundaries between the same set out:

(*c*) The trustees may enter into and carry into effect any agreements for distinguishing between any freehold hereditaments and copyhold tenements being respectively parts of the settled estates, and between any parts of the settled estates and any lands adjoining thereto, and for setting out any boundaries thereof respectively:

(*d*) The trustees may obtain the enfranchisement of any copyhold tenements parts of the settled estates:

(*e*) The trustees may enfranchise any tenements holden of any manor or manors comprised in the said settlement, and may receive the monies which shall be paid in respect of such enfranchisement.

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Leases and sales under the Act to have effect as if made under the powers of the will.

34. The several leases and sales of parts of the settled estates from time to time made under this Act shall have the like priority and effect, and over-ride the limitations, trusts, powers, and provisions of the settlement, as if they were made respectively in due pursuance of valid powers of leasing and sale created by the settlement in the place of the powers of leasing and sale therein contained.

Existing leases or incumbrances not to be prejudiced by any leases or sales under Act.

35. Provided that no lease or contract for a lease now subsisting or hereafter made by the trustees in pursuance of this Act, nor any rentcharge or incumbrance now or hereafter affecting the settled estates or any part thereof, shall be prejudiced by any lease, sale, conveyance, assurance, or contract made by the trustees in pursuance of this Act; but the trustees in their discretion may make any such lease, sale, conveyance, or assurance subject or not subject to any then existing rentcharge or incumbrance, and may make any provisions which they think expedient for discharging any incumbrance or providing for the payment of any rentcharge.

Act not to dispense with surrenders or admittances as to copyholds.

36. Provided that no part of the settled estates being a tenement or part of a tenement held by copy of court roll and passing by surrender and admittance shall by virtue only of this Act be vested in any person for an estate of law without such surrender and admittance and payment of such fines and fees as are necessary in that behalf.

Application of monies arising from sales.

37. The monies received by the trustees for any sale made pursuant to this Act, or for any enfranchisement, shall be by the trustees applied—

(*a*) In the first place, in or towards payment of the expenses occasioned by or incidental to the preparing for, making, and completing of the sale or the receipt of the monies:

(*b*) And in the next place the surplus of the monies shall (but subject and without prejudice to the provisions of this Act for the payment of costs, charges, and expenses) be invested by the trustees in the purchase of freehold or copyhold or customary estates as directed by the settlement, and to be settled to the same uses as the lands sold subject to the powers and authorities given by this Act:

(*c*) But until those surplus monies are so invested, the trustees may invest the same in their names in the public stocks or funds, or at interest on Government securities, or on mortgage of any freehold or copyhold or customary fee-simple estates, or in any security authorized by the Court of Chancery as an investment of funds under its control, with liberty from time to time to vary the investments thereof; and the net income arising from the

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investments shall be received and enjoyed as if the same were the net rents and profits of the hereditaments to be so purchased.

Authority to transfer to trustees £156 19*s.* consols.

38. The said William Hawkins may transfer the sum of £156 19*s.* £3 per cent. consolidated bank annuities into the names of the trustees, who may apply the same for any of the purposes for which the property comprised in the second schedule to this Act is applicable.

Receipts of reversioner or trustees to discharge.

39. Every receipt in writing from time to time given by the reversioner or the trustees for any money received by him or them under this Act shall be a legal and conclusive discharge to the person paying the same and effectually release him from all liability, claims, and demands in respect thereof.

Trustees may employ surveyors, agents, &c. to assist in the execution of Act.

40. The trustees may employ such surveyors, valuers, accountants, clerks, solicitors, agents, and other persons as they think proper for better enabling them to make any leases or sales pursuant to this Act, or otherwise for assisting them to carry this Act into execution, and may pay or allow to those persons respectively such remuneration as the trustees think reasonable.

Provision for payment of costs of Act, &c.

41. The trustees shall from time to time, as occasion requires, provide for and pay by or out of the funds standing in their names, or by or out of any principal monies coming to their hands by virtue of the said settlement or of this Act, all the costs, charges, and expenses of or incident to the preparing and applying for and the obtaining and passing of this Act, and the carrying into execution of this Act.

Trustees to be answerable only for monies actually received, &c.

42. The trustees, and their respective heirs, executors, and administrators, shall be charged for such monies only as they shall respectively actually receive by virtue of this Act, notwithstanding their respectively giving, signing, doing, or joining in any receipt or act for the sake of conformity, and no one of them shall be answerable for any other of them or for involuntary losses, and they respectively, out of any monies coming to their respective hands by virtue of this Act, may retain for and reimburse themselves respectively, and allow to the others of them respectively, all costs, damages, and expenses which they respectively pay or incur in or about the carrying of this Act into execution.

Rights of General Land Drainage and Improvement Company and Mrs. Louisa Wilshere and her trustees

43. Nothing in this Act contained shall prejudice or affect the rights, estate, or interest of the General Land Drainage and Improvement Company, or their assigns, in and to the said settled estates, or so much thereof as are comprised in the said orders of the Inclosure Commissioners of the 26th day of November 1864, the 16th day of May 1867, and the 18th day of October 1867, or

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the rights, estate, or interest of the said Louisa Wilshere, or the said William Atkinson Warwick and John Marshall as her trustees, in or to so much of the said settled estates as by the will of William Wilshere of Walsworth are charged with her annuity.

not to be affected by Act.

General saving.

44. Saving always to the Queen's most Excellent Majesty, Her heirs and successors, and to every other person and body politic and corporate, and their respective heirs, successors, executors, administrators, and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, in, upon, to, or with respect to the settled estates or any part thereof, or the monies and funds held in trust to be laid out in the purchase of lands, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

Persons bound by Act.

45. The persons following, and their respective heirs, executors, administrators, appointees, and assigns, are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act; that is to say,

(*a*) Charles Willes Wilshere and his heirs:

(*b*) The first and other sons hereafter to be born of the said Charles Willes Wilshere, and the heirs male of their respective bodies:

(*c*) Edith Elisabeth Marie Wilshere, and the heirs of her body lawfully issuing:

(*d*) All persons in remainder after the estate in tail of Edith Elisabeth Marie Wilshere:

(*e*) Elisabeth Marie Wilshere, as entitled to a rentcharge under the said settlement:

(*f*) Thomas Maclean Farmer and Thomas Allix Farmer, as trustees for securing the rentcharge to the said Elisabeth Marie Wilshere:

(*g*) William Hawkins, as surviving trustee of the said sum of £156 19*s*. £3 per cent. consolidated bank annuities:

(*h*) The Right Honorable Thomas Crosbie William Lord Dacre and William Henry Frederick Cavendish, as trustees under the said settlement:

(*i*) Every other person being a trustee under the said settlement.

Act as printed by Queen's printers to be evidence.

46. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorized to print the statutes of the United Kingdom; and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others.

The FIRST SCHEDULE above referred to.

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
		A. R. P.	A. R. P.	£ s. d.	
	The Manor of Great and Little Wymondley in the County of Herts -	- - -	- - -	23 0 0	
	THE FRYTHE ESTATE. *In the Parish of Welwyn.*				
In hand - -	Mansion house, offices, and lawn - - -	1 2 25			All the Property in Welwyn and Ayott St. Peter is freehold.
	Horse Block Spinney -	0 3 13			
	Wilkin's Piece - -	9 2 13			
	Wilkin's Spinney -	0 3 12			
	Hay Barn Field - -	3 3 32			
	Stonbridge Close - -	2 0 27			
	Old Orchard - -	2 0 16			
	Great Field and Mountain Slough - -	21 1 23			
	Large Great Field -	5 3 11			
	Mountain Slough - - -	7 1 31			
	Toodle Spinney - -	0 0 36			
	Homeward Newfield -	18 3 0			
	Mitchcroft Spinney -	0 2 12			
	Mitchcroft - -	3 3 27			
	The Mead - -	1 1 14			
	Peartree Pightle - -	2 3 37			
	Whitehill Field - -	6 0 9			
	Farm Homestead - -	0 0 35			
	Nightingale Close -	7 3 29			
	Thrush Hill - -	8 1 35			
	Three Corner Field -	10 1 32			
	White Well Close - -	10 0 30			
	Further New Field -	8 3 34			
	Kingsdale Field - -	15 2 21			
	Nashe's Close - -	6 3 18			
	Great Seven Acres -	8 1 34			
	Bush Field - -	8 3 8			
	Elles Field - -	3 3 10			
	Swan Field - -	4 2 25			
	Great Greggs - -	12 3 8			
	Garden Ground - -	1 3 2			
	Entrance Plantation -	0 0 36			
	Old Road - -	0 3 11			
	Helmoor Wood - -	1 1 22			
	Ditto - - -	6 0 8			
	Gregg's Wood - -	12 1 35			
	New Plantation - -	0 2 0			
	New Plantation - -	0 1 38			
	Cook's Wood - -	5 2 2			
			226 0 11		
Welwyn Union -	Part of Tenter Field -			6 0 0	
	Remainder of ditto, let out as gardens to the following tenants; viz.,				
Mrs. Westwood -	- - - -			0 5 0	
Chas. Holingsworth	- - - -			0 5 0	
James Kingham -	- - - -			0 5 0	
George Hayes -	- - - -			0 5 0	

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
		A. R. P.	A. R. P.	£ s. d.	
George Blow				0 5 0	
James Clark				0 5 0	
Thomas Boulton				0 5 0	
Hill				0 5 0	
Henry Aldridge				0 5 0	
William Matthews				0 5 0	
James Odel				0 5 0	
Samuel Butterfield				0 5 0	
Walter Kirby				0 5 0	
Thomas Poulton				0 5 0	
James Jeeves				0 5 0	
Mrs. Ward				0 5 0	
James Sumner				0 5 0	
Mrs. Warner				0 5 0	
John Otway				0 5 0	
William Wren				0 5 0	
Mrs. Wiggs				0 5 0	
George Darnel				0 5 0	
James Pryor				0 5 0	
Daniel Clark				0 5 0	
George Williams		6 2 6	-	0 5 0	
Mrs. Brand				0 5 0	
Beechiner				0 5 0	
James Pilgrim				0 5 0	
Thomas Siggens				0 5 0	
Joseph Newell				0 5 0	
Charles Blow				0 5 0	
James Deards				0 5 0	
George Wynn				0 5 0	
Jabez Warner				0 5 0	
George Sharpe				0 5 0	
William Etteridge				0 5 0	
William Cathin				0 5 0	
Richard Deards				0 5 0	
Thomas Flitney				0 5 0	
Samuel Sandon				0 5 0	
John Wynn				0 5 0	
George Clark				0 5 0	
James Kirby				0 5 0	
James Mardle				0 5 0	
John Clark				0 5 0	
Cecil Cheek				0 5 0	
James Cousins				0 5 0	
George Mundy				0 5 0	
Mrs. Jeeves				0 5 0	
James Aldridge				0 5 0	
John Hudson				0 5 0	
John Halsey				0 5 0	
Horsman				0 5 0	
Stockwell				0 2 6	
Thomas Boulton	House			26 0 0	
William Bingham	Cottage			7 0 0	
Mrs. Brand	Ditto	0 0 30	-	7 0 0	
William Sayers	Ditto	0 0 8		8 0 0	
George Adams	Ditto			9 0 0	
			6 3 4	99 7 6	

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
	In the Parish of Ayott St. Peter.	A. R. P.	A. R. P.	£ s. d.	
In hand - -	Part of Swan Mead -	2 3 24			
	Part of Welwyn Common	9 3 0			
	Woodfield - -	4 1 34			
	Part of Nightingales -	1 1 21			
	Part of New Field - -	1 1 1			
	Part of Thrift Hill -	0 1 26			
	Ayott Croft - -	7 2 38			
	Part of Hill Pightle -	3 2 30			
	Rag Field - -	10 3 33			
	Wood - -	0 2 11			
			43 0 18		
	THE BIGGLESWADE ESTATE, BEDS.		275 3 33		
William Pope -	Farm, homestead, and the Sheep Walk - -	24 3 16			The whole of the Biggleswade estate is freehold, with the exception of 39A. 2R. 14P. part of the Fifty Acre Piece, which is copyhold of the manor of Biggleswade Foreign.
	Parkfield - -	56 0 7			
	Burnt Ground - -	10 1 21			
	Furzen Field - -	32 3 9			
	Money Hole - - -	27 2 6			
	Long Dane - -	20 2 30			
	Further Cranes Field -	23 3 37			
	Hither ditto - -	21 2 30			
	Part Hunger Hill Field -	4 3 14			
	Short Mead Closes -	22 1 16			
	Fifty Acre Piece - -	50 0 13			
			295 0 39	670 0 0	
	SAINT ALBAN'S, HERTS.				
John Gomme -	St. Julian's Farm, consisting of—				The whole of the St. Alban's estate is of freehold tenure.
	Lower Markhams - -	4 1 8			
	Upper ditto - -	11 3 9			
	Woad Mead - -	5 2 7			
	Town Field - - -	20 2 37			
	Crosspath Field - -	16 1 29			
	Sopwell Wood - -	18 1 33			
	Homestead, rickyard, and garden - -	2 3 16			
	Orchard and paddock -	10 0 32			
	The Great Meadow -	10 1 36			
	The Checquer Field -	5 2 0			
	Eight Acres - -	7 3 28			
	Old Rickyard - -	1 2 31			
	Warren Field - -	26 1 18			
	Hanging Field - -	10 0 3			
	Fir Dell - -	0 1 16			
	Fir Dell Field - -	20 3 19			
	Twenty Acres - -	19 0 22			
	Swallow Field - -	27 2 20			
	Wood - -	6 1 13			
	Butt Field - -	28 1 35			
	Little Newland's Bloom -	18 1 37			
	Great ditto - -	26 0 32			
	The Great Field - -	22 0 31			
	Long Locks Field -	15 3 28			
	Short ditto - -	18 0 39			
	Harr Field - -	12 2 5			
			368 2 24	531 10 0	

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
		A. R. P.	A. R. P.	£ s. d.	
	THE HITCHIN AND WYMONDLEY ESTATE, INCLUDING LANDS IN WALSWORTH, SAINT HIPPOLYTS, AND PRESTON HAMLET.				
	In the Township of Hitchin.				
J. Hawkins, Esq.	House, garden, and lawn -	*0 0 29			* The whole or a greater part of this is copyhold of the manor of Hitchin Portman and Foreign.
Hawkins & Co. -	House, garden, and lawn -	0 0 10			
			0 2 39	110 0 0	
Thomas Hall	Part of Rawling's Hill -	0 0 25			
	Ditto - - -	0 3 30			
	A field - - -	1 3 26			
	Handpost Field - -	3 1 0			There appears, according to the Court Rolls, to be upwards of 250 acres of copyhold land in Hitchin and Walsworth held of the manor of Hitchin Portman and Foreign, but it is impossible to identify the lands.
	Nettle Dell Shot - -	10 2 14			
	Waney's Field - -	5 1 38			
	Nettle Dell - -	7 3 22			
	Part of Ship and Headland	1 1 9			
	Cottage adjoining farmyard	0 0 0			
			31 2 4	75 1 0	
John Taylor	Oak Tree Field - -	2 3 26			
	Beggarly Shot - -	1 1 38			
	Herne Shot - -	4 3 4			
	Three Acres - -	3 0 10			
	Part of Purwell Grove -	6 2 30			
	Eight Acres - -	†6 1 15			† The quantities thus marked are derived under the will of William Wilshere of Walsworth.
	Beech Tree Field -	2 2 15			
	Beggarly Shot - -	1 2 16			
	Ditto - - - -	†1 0 24			
	Little Benslow Hill Shot	†0 2 9			
	Long Shadwell - -	†0 3 34			
	Five Acres - -	†4 1 3			
	In Great Wymondley.				
	Fifty Acres - -	42 2 0			
	Rush Mead - -	6 3 17			
	Part of the Grove - -	1 0 35			
			86 3 36	148 10 0	
	In the Township of Hitchin.				
F. Allwood	Part of Berry Mead Lammas - - -	2 1 11			
	In Walsworth Hamlet.				
	Part of Foys - -	1 1 4			
	Ditto - - - -	0 2 0			
	Meadow - - - -	1 3 32			
	Homestead, stackyard -	‡1 1 31			‡ Copyhold held of the manor of Hitchin Portman and Foreign.
	Cottage, old homestead, and paddock - - -	2 2 23			
	„ „ „ 0A. 1R. 27P.				
	Pear Tree Close 3 1 17				
	Two Acre Close 2 0 2				
	„ „ „ 20 2 20				
			26 1 6		
	Ten Acres - §10A. 2R. 1P.				§ 9A. 3R. 1P. copyhold, remainder freehold.
	Seven Acres 6 3 10				
	Close - †4 1 0				
			21 2 11		
	Close - - -	†30 3 37			
	The Hundred Acres -	75 2 12			
	Knowle Piece - -	†31 3 6			
	The Fourteen Acres -	†13 2 26			

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
		A. R. P.	A. R. P.	£ s. d.	
F. Allwood -	The Six Acres - -	† 6 1 17			† The quantities thus marked are derived under the will of William Wilshere of Walsworth.
	The Eighteen Acres -	†19 1 32			
	The Twenty-two Acres -	†10 2 36			
	The Twenty-two Acres -	†10 0 4			
	Plantation - -	† 1 0 17			
	The Twenty Acres -	†19 3 29			
	Home Field - -	‡22 0 33			‡ 16A. 0R. 2P. copyhold.
	Farm, homestead, and meadow - - -	§3 1 6			§ Copyhold.
	Walsworth Common Lammas - - -	3 3 32			
	Ship Close - †6A. 0R. 36P.				
	Walker's ditto †5 1 5				
		11 2 1			
	Site of plantation - 0A. 0R. 10P.				
	Lammas Meadow - - 8 2 30				
		8 3 0			
	Ditto - - -	2 3 30			
	In Great Wymondley.				
	Thirty Acres - -	39 3 15			
			370 0 11	657 10 0	
	In the Township of Hitchin.				
Thos. Alex. Dashwood, Esq.	Walsworth House, gardens, lawn, plantations, and pleasure grounds -	‖ 4 3 6			‖ 4A., part of the 4A. 3R. 6P., is derived under the will of William Wilshere of Walsworth.
	Two Acre Field - -	† 2 1 9			
			7 0 15	57 0 0	
	In Walsworth Hamlet.				
R. Pedder - -	High over Moor - -	7 0 33			
	Croft - - -	1 0 8			
	Lower Close - -	10 3 28			
	High over Homestead, yard, and gardens -	1 3 28			
	Close - - 7A. 3R. 3P.				
	Crab-tree Close 1 2 28				
		9 1 31			
	Stackyard - 0A. 2R. 10P.				
	Home Field - 7 2 19				
	Hovel Field - 2 1 20				
		10 2 9			
	Home Field - -	7 2 25			
	Twenty-eight Acres -	30 1 27			
	Part of Fifty Acres -	31 2 23			
	Ditto - - 13A. 0R. 10P.				
	Elderbush Field 46 2 5				
		59 2 15			
	Hovel Field - -	18 2 10			
	Twenty-three Acres -	23 2 9			
	Wilberry Hill Field -	51 2 7			
	The Gardens - -	56 1 18			
	The Sixteen Acres -	16 3 28			
	The Twenty-four Acres -	24 1 28			
	The Twenty-five Acres -	25 0 17			
	The Eighteen Acres -	18 0 23			
	The Sixteen Acres -	16 1 32			
			421 1 39	575 0 0	
	Great Wymondley.				
Raymond Marsh -	Farm, homestead -	0 2 11			
	Cottages and gardens -	0 1 2			

Tenants Names.	Description.	Quantities.			Total Acreage.			Rent.			Observations.
		A.	R.	P.	A.	R.	P.	£	s.	d.	
Raymond Marsh (*continued.*)	Arburn's Meadow	12	1	36							
	Orchard	2	0	2							
	Rick-yard Close	12	1	21							
	The Eight and Twelve Acres	20	0	13							
	Patt's Piece	22	1	25							
	Squally	10	0	20							
	Squally Piece	13	3	22							
	Tanquerays	26	1	4							
	Burdy Hill	29	0	21							
	Stonebridge Shot	29	1	25							
	Dell Field	26	1	13							
	Gravel Shot	39	1	30							
	Cistern Piece	24	2	16							
	Risdens	38	2	23							
	Purwell Hill	32	2	12							
	Staple Shot	28	1	9							
					368	3	25	645	0	0*	* This rent is the estimated proportion for these lands of a rent of 700*l.* paid by the tenant for these and other lands not included in the Act.
In hand	Plantation	6	3	26							
Ditto	Ditto	7	2	11							
Ditto	Ditto	1	0	20							
Ditto	Ditto	0	3	0							
Ditto	Ditto	1	0	24							
Ditto	Spinney	0	1	22							
					17	3	23				
	Township of Hitchin.										
D. Cannon	Houses, yards, &c., Back Street	0	1	0	0	1	0	28	0	0	
Dr. R. Holt	House, garden, &c., Golden Square	0	3	2	0	3	2	42	0	0	
Hy. Browne & Son	2 houses and timber yard, Bancroft	0	1	36	0	1	36	46	0	0	
W. Hainworth	In West Mill Field	0	2	16							
	Lousey Bush Close	1	0	3							
	Ditto	5	0	38							
	Park Piece	4	1	32							
	Manley Highway Shot	2	1	0							
					13	2	9	24	5	0	
James Womwell	Mill-house and garden	0	0	36	0	0	36	5	0	0	
J. Whiting	Beggarly Shot	†0	0	27							†These pieces are derived under the will of William Wilshere of Walsworth.
	Half Acre	†0	2	8							
	Chalk Pit Field	1	0	22							
	Riddy Shot	†1	0	26							
					3	0	3	5	18	0	
H. & W. Butterfields.	Part of Handpost Field, used as clay pit	0	2	0							
	Brickfield at Hitchin Hill	3	3	5	4	1	5	26	0	0	
Thomas Hide	Part of a field	1	2	31	1	2	31	4	0	0	
F. Warren	Common	1	3	14	1	3	14	3	12	0	
	In Hitchin Parish.										
Mrs. Bigg	Beggarly Shot	3	3	35							
	Beech Tree Field	0	1	20							
	Beggarly Shot	1	2	4							‡This rent is the estimated proportion for these lands of a rent of 26*l.* 10*s.* paid by the tenant for these and other lands not included in the Act.
	Ditto	0	1	26							
	In Great Wymondley.										
	Rush Common Close	2	2	4							
	The Nine Springs House, garden, and paddock	0	2	19							
	Croft and gardens	0	3	36							
					10	1	24	‡23	10	0	

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
	In Hitchin Parish.	A. R. P.	A. R. P.	£ s. d.	† Pieces thus marked are derived under the will of William Wilshere of Walsworth.
James Pack -	One Acre - - -	†0 3 8			
	A close - - -	†1 3 21			
			2 2 29	6 15 0	
W. Cannon -	Little Benslow Hill Shot -	†0 3 21			
	Ditto - - - -	†0 0 29			
	Headland - - -	0 0 29			
			1 0 39	3 0 0	
Thos. Ellard -	Homestead and pasture -	0 3 16	0 3 16	10 0 0	
W. Carling -	Bury Mead Lammas -	†1 1 35	1 1 35	3 0 0	
Ep. Primett -	Little Welchman's Croft -	5 0 12	5 0 12	9 5 0	
	Township of Hitchin.				
James Cannon -	Two Acres - - - -	2 0 0			
	Mead Shot - -	1 0 11			
			3 0 11	5 5 0	
Messrs. Lucas -	Half an Acre - - -	0 2 3			
	Orton Head - -	2 0 26			
	Windy Field - - -	2 0 29			
	Acre Piece - -	1 0 27			
	Gaping Hill - - -	2 3 5			
	Ditto - - -	1 0 8			
	Three Acres - - -	2 3 34			
	Half an Acre - -	0 2 27			
	Two Acres - - -	2 2 6			
	Manly Highway Shot -	1 1 14			
	Ditto - - - -	1 1 24			
	The Eight Acres - -	7 0 0			
	Crow Furlong - -	0 3 24			
			26 2 27	45 15 0	
Charles Welsh -	Triangular piece - -	0 1 11	0 1 11	0 15 0	
Jos. Turner -	Upper Duckland - -	1 3 14			
	Duckland - - -	0 3 18			
	Gaping Hill - -	0 2 34			
			3 1 26	4 10 0	
Samuel Perks -	Gaping Hill - - -	0 2 38	0 2 38	2 0 0	
Septimus Wright, Esq., Treasurer of Society for bettering the Condition of the Poor -	Allotment Gardens -	6 3 2			
	Highbury Shot - -	1 0 33			
	Ditto - - -	0 1 11			
	Ditto - - - -	1 1 30			
			9 2 36	27 0 0	
John Turner -	Six Acres - - -	6 0 24	6 0 24	20 0 0	
Wo. Butterfield -	Three Acres - -	0 3 0	0 3 0	5 0 0	
Sarah Bailey -	One Acre - - -	1 0 30	1 0 30	6 10 0	
	In Walsworth Hamlet.				
Thomas Harvey -	Button Knowle - -	1 1 34			
	Close by Lammas Close -	2 0 26			
	Croft, house, and garden -	1 0 15			
	Pightle - - - -	0 1 30			
	Cottage and croft - -	1 2 39			
	In St. Hippolyts.				
	Gutter piece - - -	1 2 23			
			8 2 7	31 0 0	

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
		A. R. P.	A. R. P.	£ s. d.	
	Preston Hamlet, Hitchin.				
Daniel Smith -	House, out-buildings, and garden - - -	0 0 32			
	Close - - -	0 0 14			
			0 1 6	15 0 0	
	Hitchin Cottages, &c.				
John Cook -	Cottage in yard in Tile-house Street - -			9 2 0	
William Scales -	Ditto - - -	- -	0 0 33	4 2 4	
William Coleman	Ditto - - -			4 2 4	
Widow Walton -	Ditto - - -			4 2 4	
Herbert Winch John Foster - (late Debenham)	Three houses and yards, Park Street - -	0 0 16	0 0 16	9 0 0 10 0 0 10 0 0	
Thomas Pateman	House, yard, and garden, St. Andrew's Street -	0 0 12	0 0 12	5 4 0	
Abraham Sheppard	Ditto - - -			4 0 0	
James Currall -	Cottage, Back Street -			4 0 0	
Widow Worsley -	Ditto - - -			6 0 0	
William Huckle -	Ditto - - -			5 4 0	
Widow Knightly	Ditto - - -			5 0 0	
William Dilley -	Ditto - - -			6 0 0	
William Hide -	Ditto - - -	0 1 29	0 1 29	4 0 0	
Henry Simmons -	Ditto - - -			5 0 0	
William Gray -	Ditto - - -			5 0 0	
George Stapleton	Ditto - - -			6 0 0	
Charles Westwood	Ditto - - -			5 4 0	
Robert Street -	House in Church Yard -	*0 0 3	0 0 3	11 0 0	*This piece was derived under the will of the late Mrs. Elizabeth Hailey.
	Hitchin Allotment Gardens, &c.				
John Simkins -	Allotment gardens, Hollow Lane Hill -			1 5 0	
Samuel Osborn -	Ditto - - -			0 12 6	
Dear and Pateman	Ditto - - -			2 10 0	
William Dimmock	Ditto - - -			3 5 0	
William Hunt -	Ditto - - -			0 12 6	
William Malien -	Ditto - - -			1 0 0	
Thomas Foster -	Ditto - - -			0 12 6	
Caleb Webb -	Ditto - - -	4 0 37	4 0 37	0 12 6	
Henry Hawkins -	Ditto - - -			0 12 6	
Thomas Pateman	Ditto - - -			0 12 6	
Thomas Parker -	Ditto - - -			1 5 0	
Henry Warren -	Ditto - - -			1 0 0	
Abraham Sheppard	Ditto - - -			1 0 0	
Henry Hawkins -	Ditto - - -			1 0 0	
James Page -	Ditto - - -			1 7 0	
Henry Pateman -	Ditto - - -			0 15 0	
Thomas Ludford -	Allotment gardens, Hollow Lane Hill - -			1 0 0	
George Brown -	Ditto - - -			2 0 0	
Caleb Webb -	Ditto - - -	1 0 0	1 0 0	1 0 0	
Thomas Pateman	Ditto - - -			1 0 0	
George Minnis -	Ditto - - -			0 6 0	
William Dimmock	Ditto - - -			0 7 0	
William Malien -	Ground rent for cottage built on waste - -	- -	- -	0 1 0	

Tenants Names.	Description.	Quantities.	Total Acreage.	Rent.	Observations.
		A. R. P.	A. R. P.	£ s. d.	
William Cannon -	Garden allotment in White Gate Close -			0 10 0	
Henry Carter -	Ditto - - -			0 10 0	
James Arnold -	Ditto - - -			0 10 0	
William Worboys	Ditto - - -			0 10 0	
William Leonard	Ditto - - -			0 10 0	
James Primett -	Ditto - - -	*1 3 12	1 3 12	0 8 0	*Derived under the will of William Wilshere of Walsworth.
Sarah Taylor -	Ditto - - -			0 10 0	
Charles Worboys	Ditto - - -			0 10 0	
William Webb -	Ditto - - -			0 10 0	
James Worboys -	Ditto - - -			1 0 0	
George Webb -	Ditto - - -			0 10 0	
Thomas Webb -	Ditto - - -			0 8 0	
Thomas Ellard -	Garden allotment in Upper Shadwell -			1 10 0	
David Butler -	Ditto - - -			0 10 0	
Daniel Ellis -	Ditto - - -	0 3 31	0 3 31	0 10 0	
Charles Worboys	Ditto - - -			0 10 0	
William Webb -	Ditto - - -			0 10 0	
James Upchurch	Ditto - - -			0 10 0	
Widow Upchurch	Allotment garden in front of Skimpot -			0 11 0	
John Sanders -	Ditto - - -	0 2 37	0 2 37	0 8 6	
William Jeffry -	Ditto - - -			0 13 6	
J. Watson - -	Ditto - - -			0 10 6	
James Green -	Allotment garden, Great Windmill Piece - -			1 0 0	
Upchurch Watson	Ditto - - -			1 0 0	
Joseph Sanders -	Ditto - - -			1 0 0	
John Sanders -	Ditto - - -			1 0 0	
Samuel and William Upchurch	Ditto - - -	2 3 39	2 3 39	1 0 0	
Thomas Ellard -	Ditto - - -			1 0 0	
James Cox -	Ditto - - -			1 0 0	
Thomas Worboys	Ditto - - -			1 0 0	
Daniel Smith -	Ditto - - -			1 0 0	
James Faulkner and Charles Beech	Ditto - - -			1 0 0	
Charles Worboys	Ditto - - -			1 0 0	
William Webb, jun.	Ditto - - -	0 0 30	0 0 30	0 18 0	
Charles Cannon -	Allotment garden in Goose Close - -			0 10 0	
Francis Cannon -	Ditto - - -			1 0 0	
William Cannon -	Ditto - - -	*1 0 38	1 0 38	1 0 0	
William Watson -	Ditto - - -			1 0 0	
George Stanbridge	Ditto - -			0 10 0	
Ann Watson -	Ditto - - -			0 10 0	
James Ansell -	Garden - -	0 0 18	0 0 18	0 12 0	
William Primett -	Cottage and garden -	*0 0 24	0 0 24	4 10 0	
William Watson -	Ditto - - -			5 0 0	
James Wildman -	Cottage - -			3 18 0	
Sarah Howard -	Ditto - - -			3 18 0	
James Bass -	Ditto - -			5 0 0	
James Arnold -	Ditto - - -			4 0 0	
Thomas Webb -	Ditto - -	*0 1 17	0 1 17	4 0 0	
George Webb -	Ditto - - -			5 0 0	
William Leonard	Ditto - -			5 0 0	
William Jeffery -	Ditto - - -			5 0 0	
Joseph Saunders	Ditto - -			5 0 0	
Henry Carter -	Ditto - - -	- - -	- - -	5 0 0	

Tenants Names.	Description.	Quantities. A. R. P.	Total Acreage. A. R. P.	Rent. £ s. d.	Observations.
Sarah Taylor -	Cottage - - -	- - -	- - -	5 0 0	
William Church -	Ditto - -	- - -	- - -	5 0 0	
William Wiggs -	Ditto - - -	- - -	- - -	5 0 0	
	Walsworth.				
Mary Abbiss -	Cottage and garden -	- - -	- - -	5 0 0	
Widow Breed -	Cottage and garden -	*0 3 15	- - -	4 10 0	* Derived under the will of William Wilshere of Walsworth.
Henry Cannon -	Ditto - - -			4 10 0	
George Saunders	Ditto - -	0 0 21	- - -	4 10 0	
William Webb, jun.	Ditto - - -	0 0 21	- - -	5 0 0	
William Saunders	Cottage and garden -	0 2 38	- - -	5 0 0	
Henry Fletcher -	Ditto - -			5 0 0	
			1 3 15		
	In Walsworth Hamlet.				
J. Gurney - -	Meadow Lammas - -	*1 1 33†	1 1 33		† This rent is included with land in Ickleford.
	Great Wymondley Allotments.				
Daniel Pratt -	Allotment garden in Button Close - -			0 10 0	
Charles Worboys	Ditto - -			0 10 0	
Charles Squire -	Ditto - - -			0 10 0	
James Sutton -	Ditto - - -			0 10 0	
James Waldock -	Ditto - - -			0 10 0	
Thomas Sutton -	Ditto - -			0 10 0	
Robert Sutton -	Ditto - - -			0 10 0	
James Lake -	Ditto - -			0 10 0	
John Spriggs -	Ditto - - -			0 10 0	
William Croft -	Ditto - -			1 0 0	
John Brown -	Ditto - - -			0 10 0	
Robert Watson -	Ditto - - -	7 1 10	7 1 10	0 10 0	
George Spicer -	Ditto - - -			0 10 0	
John Worboys -	Ditto - -			0 10 0	
William Sisseman	Ditto - - -			0 10 0	
Thomas Harvey -	Ditto - -			0 10 0	
William Seymour	Ditto - - -			0 10 0	
William Brazier -	Ditto - -			0 10 0	
William Horton -	Ditto - - -			0 10 0	
Thomas Hull -	Ditto - -			0 10 0	
William Brazier, jun. - -	Ditto - - -			0 10 0	
William Waldock	Ditto - -			0 10 0	
George Brazier -	Ditto - - -			0 10 0	
	Gt. Wymondley Cottages, &c.				
George Spicer -	Cottage and garden -	0 0 28	0 0 28	3 10 0	
William Brazier -	Ditto - - -			3 10 0	
George Brazier, -	Cottage and garden -			2 0 0	
Thomas Hall -	Ditto - -	0 0 8	0 0 8	2 10 0	
William Siseman	Ditto - - -			2 0 0	
William Crofts -	Cottage, &c. - -			5 5 0	
James Lake -	Ditto - -			3 0 0	
William Horton -	Ditto - - -			3 0 0	
James Sutton -	Ditto - -			3 0 0	
Thomas Sutton -	Ditto - - -	0 1 28	0 1 28	4 0 0	
Robert Sutton -	Ditto - -			3 0 0	
John Spriggs -	Ditto - - -			3 10 0	
Mrs. Seymour -	Ditto - -			3 0 0	
			1,439 0 37	3,003 8 6	

Tenants Names.	Description.	Quantities. A. R. P.	Total Acreage. A. R. P.	Rent. £ s. d.	Observations.
	ICKLEFORD ESTATE.				
J. Gurney -	Meadow abutting on the river - - -	3 2 34	- -	*10 0 0	*This rent includes 1A. 1R. 3P. in Walsworth.
Thos. Buckingham	Cottage, garden, &c. -			3 0 0	
Henry Day -	Ditto - - -			3 10 0	
John Miles -	Ditto - -			4 0 0	
Thomas Day -	Cottage, garden, orchard, carpenter's yard, outbuildings, &c. -	0 3 38			The whole of the Ickleford estate is derived under the will of William Wilshere of Walsworth.
Thomas Day -	Paddock at back of houses on Upper Green -	0 2 16	- -	28 0 0	
R. Earl - -	Houses, yards, and outbuildings on Upper Green adjoining the Alley - -	0 1 4			
G. Abbiss -					
James Day -					
G. Underwood					
Robert Furr -	Cottage and garden on Upper Green - -		- -	4 10 0	
John Church -	Ditto - - -			4 10 0	
William Primett -	Gardens at back of Upper Green - -	0 1 26			
Ditto - -	Houses, &c. on Upper Green adjoining New Schools - -		- -	8 0 0	
A. Hall - -	Cottage and garden at ditto - - -			4 0 0	
David Philpot -	Ditto - - -	0 1 13		3 5 0	
Charles Philpot -	Ditto - - -		- -	4 4 0	
Charles Roberts -	Ditto - -			4 0 0	
James Titmuss -	Ditto - - -			4 4 0	
James Grimes -	Ditto - -			4 4 0	
James Grimes					
Charles Philpot					
James Titmuss					
Abraham Hall					
Charles Roberts	Allotment gardens, the rents of which are included in the above-mentioned cottage rents - - -	3 2 5			
D. Philpot -					
Ruth Furr -					
John Church -					
George Abbiss -					
Richard Earl -					
Thomas Day -					
Joseph Day and Widow Olney	House, outbuildings, yard, and garden, adjoining Midland Railway -	0 1 17	- -	13 10 0	
	Orchard at ditto -	0 3 37			
William Crawley	Cottage and garden at Lower Green - -	0 0 34	- -	10 0 0	
		11 1 24		112 17 0	
	THE SHITLINGTON ESTATE, BEDFORDSHIRE.				
Joseph Gudgin -	Farm, homestead, yards, stackyards, and gardens	3 2 34			
	Great Pond Field -	16 0 6			
	Aston Well End - -	12 2 8			
	Willow Field and Great Ditch Hill - -	41 1 14			
	Meppen Hall - -	26 3 10			
	Young's Five Acres -	4 3 14			
	Great Chishell Hill -	73 3 30			
	Spring Close and Garden	0 3 10			

Tenants Names.	Description.	Quantities.			Total Acreage.			Rent.			Observations.
		A.	R.	P.	A.	R.	P.	£	s.	d.	
Joseph Gudgin (*continued.*)	Bury Close - -	2	2	7							
	Great Goodman's and Further Stockings -	20	1	10							
	Middle Pasture - -	12	1	7							
	Great Stocking - -	17	2	8							
	Hither Stocking and Hog-yard Close - -	10	2	16							
	Two cottages and gardens	0	1	26							
	Cottage and garden -	0	0	36							
	Ditto, being the westernmost of five cottages -	0	0	20							
					244	0	16	405	0	0	
	Clowder's Hill Farm, Shitlington.										
George Ruffell -	Little Pond Field -	10	3	0							
	Farm, homestead, rick-yards, gardens, &c. -	3	0	30							
	Church Close House and Gardens - -	2	0	32							
	Briant's Close - -	6	2	14							
	Plantation - -	0	0	19							
	Clowder's Hill Pasture -	9	2	4							
	Four cottages and gardens (the four easterly ones)	0	1	38							
	Little Hook's Field -	3	0	0							
	Hook's Field - -	27	0	36							
	Chibley Oat Land -	32	0	16							
	Long Balk Shot - -	14	0	30							
	Little Ditch Hill - -	16	3	12							
					126	0	31	225	0	0	
	Chibley Farm, Shitlington.										
George Lines -	Windmill Field - -	15	1	26							Chibley Farm is as to 104A. 2R. 20P. copyhold, held of the manor of Shitlington, intermixed with the freeholds.
	Dove House Close -	4	0	3							
	Noah's Field - -	3	3	32							
	Ditto Close and Garden -	1	3	38							
	Homestead and Home Close	3	0	34							
	Walnut Tree Orchard -	4	1	21							
	Ansell's Orchard - -	2	3	2							
	Great Close - -	3	1	4							
	Mad Furlong - -	3	3	22							
	Little Cox Mead - -	2	3	32							
	Great ditto - -	5	1	5							
	Tyne Hill - -	10	1	3							
	Long Mead Furlong -	18	3	6							
	East Field - -	22	2	24							
	Great Aldikes - -	89	2	32							
	Further Aldikes - -	50	0	1							
	Burrow's Hill - -	17	1	19							
					259	3	24	450	0	0	
Mrs. Ashton -	Wood Hall Stile Close -	2	0	23	2	0	23	*4	0	0	* This rent is the estimated proportion for this holding of a rent of £6 paid by the tenant for this and another close not included in the Act.
In hand - -	Plantation - -	1	0	8	1	0	8				
	Shitlington Cottages.										
John Carter -	Cottage - -							5	0	0	
William Jepps -	Ditto - - -							4	4	0	
Edward Waller -	Ditto - -	1	1	19	1	1	19	7	10	0	
James Jepps -	Ditto - - -							5	0	0	
					634	3	1	1,105	14	0	

Tenants Names.	Description.	Quantities.			Total Acreage.			Rent.			Observations.
		A.	R.	P.	A.	R.	P.	£	s.	d.	
	LAND IN STEVENAGE, HERTS.										
The Lord Lytton	Land in Stevenage -	6	3	30	-	-	-	7	0	0	
Hare's Executors	Ditto - - -	14	1	8	-	-	-	30	0	0	
Henry Piggott -	Ditto - - -	1	3	8	-	-	-	2	0	0	
					23	0	6	39	0	0	
	LAND IN FOXTON, CAMBRIDGESHIRE.										
Richard Papworth	Piece of land - -	7	1	8	7	1	8	9	10	0	
	LAND IN PIRTON, HERTS.										
Thomas Priest -	Arable field 79A. 1R. 31P.										
	Three Corners 1 0 2										
	Groom's Wood 2 1 21										
		82	3	14	82	3	14	130	0	0	

W. H. RICE.

The SECOND SCHEDULE above referred to.

	£	s.	d.
A bond debt due from Mary Hewes, widow, Thomas Hewes, and Philip Hewes, the principal due on which is - - -	600	0	0
A mortgage debt due from the Vicar of the united parishes of Old Warden and Southill under deed dated April 5, 1817, the principal due on which is - - - - - -	50	0	0
Mortgage debts from Samuel Hewes, deceased, the amounts now due upon which are not clearly ascertained.			
Amount of consols standing in the names of the trustees of the settlement of 1830 - - - - - - -	72,683	9	5
The following sums of stock standing in the name of the Accountant-General of the Court of Chancery and representing the purchase monies of parts of the settled estates sold to railway companies under the compulsory powers of their Acts, viz. :—			
Consols, re Great Northern Railway Company - - -	300	13	9
New three per cents, re Royston and Hitchin Railway Company	2,617	2	10
Consols, re London and North-western Railway Company - -	2,305	7	0

JOHN HAWKINS.

The THIRD SCHEDULE above referred to.

SUMMARY.

	Acreage. A.	R.	P.	Rent. £	s.	d.	£ s. d.
Quit rents of the Manor of Great and Little Wymondley	0	0	0	23	0	0	
Frythe Estate :—							
In hand	269	0	29	0	0	0	
Allotments and cottages	6	3	4	99	7	6	
Biggleswade Estate	295	0	39	670	0	0	
Saint Alban's	368	2	24	531	10	0	
Hitchin and Wymondley Estate, including lands in Walsworth, St. Hippolyts, and Pirton Hamlet	1,439	0	37	3,003	8	6	
Ickleford Estate	11	1	24	112	17	0	
Shitlington Estate	634	3	1	1,105	14	0	
Land in Stevenage	23	0	6	39	0	0	
Land in Foxton	7	1	8	9	10	0	
Land in Pirton	82	3	14	130	0	0	
Income of funds in the Court of Chancery	0	0	0	156	0	0	
Ditto of the £72,683 9*s.* 5*d.* consols, in the names of the trustees of the settlement	0	0	0	2,180	0	0	
Total acreage	3,138	1	26				
Total annual income, exclusive of value of land in hand							8,037 7 0
Annual charges :—				£	s.	d.	
Land tax, about				75	0	0	
Rentcharge, about				38	0	0	
Quit rents, about				21	0	0	
Life annuity to Mrs. Louisa Wilshere under will of Mr. William Wilshere of Walsworth				225	0	0	
Land improvement charges				555	10	8	
							914 10 8
Net annual income, exclusive of the annual value of land in hand, of income of outstanding personal estate, and of the 156*l.* 19*s.* 3*d.* consols mentioned in clause 38 of this Act							7,122 16 4

W. H. RICE.

A.D. 1869.

The FOURTH SCHEDULE above referred to.

First.—All such parts of the settled estates as are situate in the Parish of Hitchin, except so much thereof as are in the Hamlet of Walsworth.

Second.—The following lands in the Hamlet of Walsworth, viz.—

No. on Tithe Plan.	Description.	Quantities. A.	R.	P.
1924	Part of Foys	1	1	4
1924*	Ditto	0	2	0
1925	Meadow	1	3	32
1930	Homestead, stackyard, &c.	1	1	31
1931	Pear Tree Close	3	1	17
1952	Two Acre Close	2	0	2
1953		20	2	20
1954	Close	30	3	37
1983	The Fourteen Acres	13	2	6
1984	The Six Acres	6	1	17
1985	The Eighteen Acres	19	1	32
1986	The Twenty-two Acres	10	2	36
1987	Ditto	10	0	4
1988	Plantation	1	0	17
1989	The Twenty Acres	19	3	39
1990	Home Field	22	0	33
1991	Farm, Homestead, and Meadow	3	1	6
1994	Walsworth Common Lammas	3	3	32
1995	Ship Close	6	0	36
2001	Walker's ditto	5	1	5
1999	Site of Plantation	0	0	10
2000	Lammas Meadow	8	2	30
2002	Ditto	2	3	20
1914	High Over Moor	7	0	33
1948	Croft	1	0	8
1981	The Eighteen Acres	18	0	23
1982	The Sixteen Acres	16	1	32
1940	Homestead and Pasture	0	3	16
1935	Gaping Hill	0	2	38
1944	Cottages and Gardens	0	3	15
1945	Ditto	0	0	21
1946	Ditto	0	0	21
1947	Ditto	0	0	26
1908	Lammas Meadow	1	1	33

Third.—All such of the lands in Great Wymondley Parish described in the first schedule to this Act as lie to the south of the road leading from Hitchin to Gravely.

Fourth.—All the lands in the Parish of Ickleford described in the first schedule to this Act.

W. H. Rice.

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