



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 27.

An Act for raising, on the Security of certain Estates in the County of *Wilts* whereof the Right Honourable *Thomas* Earl *Nelson* is Tenant in Tail, a Sum of Money for the Purpose of discharging the Sum of Ten thousand Pounds equitably charged thereon by *William* Earl *Nelson* deceased, in favour of his Daughter *Charlotte Mary* Lady *Bridport*; and for other Purposes. [31st August 1835.]

WHEREAS by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing Date at *Westminster* the Twentieth Day of *November* in the Forty-sixth Year of the Reign of His late Majesty King *George* the Third, His Majesty did grant unto the Right Honourable *William* late Earl *Nelson*, then *William* Lord *Nelson*, Doctor in Divinity, Brother of the late Right Honourable *Horatio* Viscount *Nelson*, the Titles of Earl *Nelson* and Viscount *Merton* of *Trafalgar* and of *Merton* in the County of *Surrey*, to hold to him the said *William* Earl *Nelson* and the Heirs Male of his Body lawfully begotten and to be begotten; and in default of such Issue to the Heirs Male of the Body of *Susannah* the Wife of *Thomas Bolton* Esquire, and Sister of the said *Horatio* Viscount *Nelson*, lawfully begotten and to be begotten, severally and successively one after another as they should be in Priority of Birth; and in default of such Issue to the Heirs

[Private.]

Letters Patent, 46 G. 3. creating the Earldom.

46G.3, c.146.

Male of the Body of *Catherine*, the Wife of *George Matcham* Esquire, another Sister of the said *Horatio* Viscount *Nelson*, lawfully begotten and to be begotten severally and successively one after another as they should be in Priority of Birth : And whereas by an Act passed in the Forty-sixth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for settling and securing a certain Annuity on the Earl Nelson and the Heirs Male of his Body, and such other Persons to whom the Title of Earl Nelson may descend ; and for granting a Sum of Money to purchase an Estate to accompany the said Title ; and also for granting a Sum of Money for the Use of the Sisters of the late Vice-Admiral Viscount Nelson, in consideration of the eminent and signal Services performed by the said late Viscount Nelson to His Majesty and the Public*, it was among other Things enacted, that One Annuity or yearly Sum of Five thousand Pounds of lawful Money of *Great Britain* should be issuing and payable out of and charged and chargeable upon the Consolidated Fund of *Great Britain*, and be paid quarterly to the Reverend *William Nelson*, then *Earl Nelson*, and to the Heirs Male of the Body of the said *Earl Nelson*, and to such other Person to whom the said Title, Honour, and Dignity of *Earl Nelson* should descend, pursuant to the Limitation of the Patent whereby the said Dignity was granted, to commence from the Twenty-first Day of *October* in the Year of our Lord One thousand eight hundred and five ; and it was thereby further enacted, that a Sum not exceeding Ninety thousand Pounds of lawful Money of *Great Britain* should be paid out of the said Consolidated Fund to the Speaker of the House of Commons, the Lord High Treasurer of *Great Britain* or First Lord Commissioner of the Treasury, the Chancellor of the Exchequer, the First Lord Commissioner of the Admiralty, and the Treasurer of the Navy, for the Time being respectively, the Honourable *George Walpole*, *Alexander Davison* of *St. James's Square*, Esquire, and *William Haslewood* of *Fitzroy Square*, Esquire, in Trust to and for the Use of the said *Earl Nelson* and such other Person on whom the Title of *Earl Nelson* should descend, and to apply the same in the Manner therein-after directed ; and it was thereby further enacted, that it should be lawful for the said *Earl Nelson* by any Deed or Instrument in Writing under his Hand and Seal, attested by Two or more credible Witnesses, to charge the Real Estates therein-after directed to be purchased with any Sum not exceeding Ten thousand Pounds, with Interest for the same at and after the Rate of Five Pounds *per Centum per Annum*, as and for a Portion for *Lady Charlotte Nelson*, only Daughter of the said *Earl Nelson*, and, for securing the same with such Interest as aforesaid, by any such Deed or Instrument to demise such Real Estates, or any sufficient Portion thereof, to Trustees for the Term of Five hundred Years, for the raising such Portion and Payment of such Interest in such Manner and at such Times and in such Proportions as the said *Earl Nelson* should by any such Deed or Instrument direct ; and it was thereby further enacted, that it should be lawful for the said Trustees to whom the said Sum of Ninety thousand Pounds was thereby granted as aforesaid, and they were thereby required, to lay out and invest the said Sum of Ninety thousand Pounds, or any Part thereof, in the Purchase of a Mansion House, and of any Freehold Manors, Lands, Tenements, and Here-

ditaments of a good Estate of Inheritance in Fee Simple in Possession, to be free from Incumbrances (except Fee-farm and Quit Rents and other Rents Services), and to be situate in any Part of *Great Britain*, and to be called *Trafalgar House*, and when so purchased to be forthwith settled, conveyed, and assured to the Use of such Persons and for such Estates as the said Annuity of Five thousand Pounds by virtue of the Limitations therein contained was limited to: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *William Earl Nelson*, and attested by Two Witnesses, bearing Date the Eleventh Day of *March* One thousand eight hundred and eight, the said *William Earl Nelson*, pursuant to and by force and virtue and in exercise and execution of the Power or Authority to him for that Purpose given or limited in and by the said herein-before in part recited Act, and of every or any other Power or Authority in anywise enabling him in that Behalf, did charge the Real Estates directed to be purchased by the said Act, when the same should have been purchased accordingly, and in the meantime and until such Purchase did charge the Fund by the said Act provided to be invested therein, with the full Sum of Ten thousand Pounds, with Interest for the same at and after the Rate of Five Pounds *per Cent. per Annum*, to be computed from the Day of his Decease, for the Portion of his said Daughter *Lady Charlotte Nelson*, to become a vested and transmissible Interest in her immediately upon or after the sealing and Delivery of the said Deed now in recital, and to be raised and paid to her, her Executors, Administrators, or Assigns, as soon as conveniently might be after his Decease; and by the said Deed Poll now in recital the said *William Earl Nelson* did further direct that the Real Estates directed to be purchased by the said Act, or a sufficient Portion thereof, should be limited or demised to proper Trustees for the Term of Five hundred Years, to be computed from the Day of his Decease, in Trust to raise and pay the said Sum of Ten thousand Pounds and Interest in the Manner therein-before mentioned and appointed and herein-before recited: And whereas by an Indenture bearing Date the Fourteenth Day of *June* One thousand eight hundred and ten, and made between the Right Honourable *Samuel* now Lord *Bridport*, by his then Description of the Honourable *Samuel Hood*, of the First Part, the said *William Earl Nelson* and the Right Honourable *Charlotte Mary* now Lady *Bridport*, by her then Name and Title of *Lady Charlotte Mary Nelson*, of the Second Part, and the said *William Earl Nelson*, the Right Honourable *Henry* Viscount *Hood*, by his then Description of *Henry Lord Hood*, and the Very Reverend *William Yonge*, Chancellor of the Diocese of *Norwich*, by his then Description of the Reverend *William Yonge* Clerk, of the Third Part, being the Settlement made previously to and in consideration of the Marriage which was then intended and shortly afterwards duly had and solemnized between the said *Samuel* Lord *Bridport* and *Charlotte Mary* Lady *Bridport* his Wife, the said *Charlotte Mary* Lady *Bridport*, with the Privy and Approbation of the said *Samuel* Lord *Bridport*, testified by his being a Party to and sealing and delivering the said Indenture now in recital, did grant, bargain, sell, assign, transfer, and set over unto the said *William Earl Nelson*, *Henry* Viscount *Hood*, and *William Yonge*, their Executors, Administrators, and Assigns, all that the said Sum of
 Ten

Deed Poll of
 11th March
 1808, Ap-
 pointment by
 Wm. Earl
 Nelson of the
 10,000*l.* in
 favour of his
 Daughter
 Lady *Brid-*
port.

Lord and
 Lady *Brid-*
port's Mar-
 riage Settle-
 ment of 14th
 June 1810.

53G.3.c.134.

Ten thousand Pounds and Interest by the said therein and herein-before in part recited Deed Poll or Instrument in Writing, or otherwise, payable to the said *Charlotte Mary Lady Bridport*, charged upon the Real Estates directed to be purchased by the said recited Act, and until such Purchase upon the Fund by the said Act directed to be laid out in the Purchase of Real Estates, and to be paid and payable after the Decease of the said *William Earl Nelson* as therein and herein-before is mentioned and recited, and all the Securities for the same, to hold the same unto and by the said *William Earl Nelson*, *Henry Viscount Hood*, and *William Yonge*, their Executors, Administrators, and Assigns, upon divers Trusts in the said Indenture now in recital expressed or declared of or concerning the same for the Benefit of the said *Charlotte Mary Lady Bridport*, *Samuel Lord Bridport*, and their Children, with a contingent ultimate Trust for the Executors, Administrators, or Assigns of the said *William Earl Nelson*: And whereas by an Act passed in the Fifty-third Year of the Reign of His late Majesty King *George the Third*, intituled *An Act to amend an Act of the Forty-sixth Year of His present Majesty, for settling and securing a certain Annuity and for purchasing an Estate for the Earl Nelson*, it was among other Things enacted, that so long as the said Title, Honour, and Dignity of *Earl Nelson* should endure neither the said *Earl Nelson*, nor any other Person to whom the Mansion House, Freehold Manors, Lands, Tenements, and Hereditaments so to be purchased should or might descend or stand limited by virtue of the Limitations directed by the said recited Act, should have any Power by Fine or Recovery, or by the Exercise of any Power, or by any other Act, Assurance, or Conveyance in the Law, to hinder, bar, or disinherit any the Person or Persons to or upon whom the said Mansion House, Freehold Manors, Lands, Tenements, and Hereditaments are by the said recited Act to be vested or limited from holding or enjoying the same according to the said Limitations, other than and except such Leases, and Power of felling and selling Timber, and disposing of the Monies thereon arising, as might be made or exercised under the Provisions of the said recited Act, and Grants of Lands or Tenements held by Copy of Court Roll, according to the Customs of the respective Manors to be purchased, whereof the same might be held, but all such Fines, Recoveries, Acts, Assurances, and Conveyances, other than such Leases and Powers and Grants by Copy as aforesaid, were thereby declared and enacted to be void; and it was thereby further enacted, that on Failure of the Heirs Male of the Body of the said *William Earl Nelson*, and on Failure of the said Title, Honour, and Dignity of *Earl Nelson*, the Mansion House, Freehold Manors, Lands, Tenements, and Hereditaments so to be purchased as aforesaid should remain to the Use of the said *William Earl Nelson* and his Heirs and Assigns for ever, which ultimate Remainder or Reversion in Fee Simple it should be lawful for the said *William Earl Nelson*, his Heirs and Assigns, at any Time or Times during the Continuance of the said Title, Honour, and Dignity of *Earl Nelson*, and notwithstanding any thing therein-before contained, to grant, convey, devise, or dispose of by Deed or Will, or other Assurance or Assurances whereby Freehold Estates in Remainder or Reversion are by Law capable of being conveyed or disposed of: And whereas by an Act passed in the Fifty-fifth Year of the

the Reign of His late Majesty King George the Third, intituled *An 55 G.3. c. 96. Act to grant a further Sum of Money for purchasing an Estate to accompany the Title of Earl Nelson, and also to amend Two Acts of the Forty-sixth and Fifty-third Years of His present Majesty's Reign for making such Purchase*, after stating (among other Things) that an Opportunity had offered of purchasing for the Sum of Ninety-three thousand four hundred and fifty Pounds the Manor of *Standlynch* in the County of *Wilts*, a Mansion House, and certain Freehold and Copyhold Messuages, Tenements, Mills, Farms, Tithes, Woods, Woodlands, Fisheries, and other Hereditaments, situate in *Standlynch, Downton, Charlton, Britford, and Whiteparish* in the said County of *Wilts*, of which Hereditaments the Mansion House and Thirteen hundred and forty-five Acres or thereabouts were Freehold of Inheritance, Four hundred and fifty-nine Acres or thereabouts were Copyhold of Inheritance, Ninety-three Acres or thereabouts were Copyhold for Lives, and a small Part of the said Hereditaments was subject to an outstanding Term of Years determinable on One Life, and other Parts thereof were subject to certain Fee-farm Rents, Water Rents, Quit Rents, and other Rents, it was among other Things enacted, that a further Sum not exceeding Nine thousand Pounds of lawful Money of *Great Britain* should be paid out of the Consolidated Fund of *Great Britain* to the Trustees for the Time being under the said Act of the Forty-sixth Year of His present Majesty's Reign, and to be applied by them in the Manner therein-after mentioned; and it was thereby further enacted, that it should be lawful for the said Trustees and they were thereby required to lay out and invest the Sum of Eighty-seven thousand Pounds, Part of the Sum of Ninety thousand Pounds granted by the said Act of the Forty-sixth Year of His then present Majesty's Reign, and so much of the Sum of Nine thousand Pounds thereby granted as aforesaid as should be necessary, in the Purchase of the Manor, Mansion House, Freehold and Copyhold Messuages, Tenements, Mills, Farms, Tithes, Woods, Woodlands, Fisheries, and other Hereditaments therein-before mentioned, subject to the Incumbrances to which the same were subject as aforesaid, which said Freehold and Copyhold Estates, when so purchased, should be forthwith settled, conveyed, surrendered, and assured to the same Uses, subject to the same Powers and Restrictions, and in the same Manner as in and by the said recited Acts is directed with respect to the Mansion House, Freehold Manors, Lands, Tenements, and Hereditaments by the said first-mentioned Act directed to be purchased, or as near thereto as the Nature and Tenure of the said Estates would admit; and that it should be lawful for the said Trustees and they were thereby required to apply the Residue of the Sum of Nine thousand Pounds thereby granted in procuring the Enfranchisement of all or any Part of the Copyhold Lands, Tenements, and Hereditaments purchased or received in exchange in pursuance of the said Act now in recital, and in the Purchase of the Fee-farm Rents, Water Rents, Quit Rents, and other Rents Services affecting the Freehold and Copyhold Hereditaments which should have been so purchased as aforesaid, or any Part thereof, and in execution of any of the Trusts and Powers contained in the said Acts of the Forty-sixth and Fifty-third Years of His said late Majesty's Reign, and in the Purchase of any Freehold or

[*Private.*] 7 b Copyhold

Conveyance
of the Trafal-
gar Estate,
29th & 30th
June 1815.

Copyhold Hereditaments which should in the Judgment of the said Trustees be convenient to be held and occupied with the Bulk of the Estate therein-before directed to be purchased or to be given in exchange for any other Lands convenient to be held and occupied therewith, or for the Freehold of any of the said Copyholds, and the Freehold or Copyhold Hereditaments so to be purchased should be conveyed and settled to the same Uses and subject to the same Powers and Restrictions to and subject to which the Freehold and Copyhold Hereditaments to be purchased in pursuance of the said Act now in recital should then stand limited and subject: And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-ninth and Thirtieth Days of *June* One thousand eight hundred and fifteen, the Release being made between the Right Honourable *Juliana Dawkins* commonly called Lady *Juliana Dawkins*, Widow, *George Hay Dawkins Pennant* Esquire, *Henry Dawkins* Esquire, *Richard Dawkins* Esquire, the Reverend *Edward Dawkins* Clerk, and *John Dawkins* Esquire, of the First Part, *John Upton* Esquire, of the Second Part, the Right Honourable *Charles* late Lord *Colchester*, therein called the Right Honourable *Charles Abbott*, then Speaker of the House of Commons, the Right Honourable *Robert Banks*, then Earl of *Liverpool*, then First Lord Commissioner of the Treasury, the Right Honourable *Nicholas* Baron *Bexley* (therein called the Right Honourable *Nicholas Vansittart*), then Chancellor of the Exchequer, the Right Honourable *Robert* Viscount *Melville*, then First Lord Commissioner of the Admiralty, the Right Honourable *George Rose*, then Treasurer of His Majesty's Navy, the said *George Walpole*, *Alexander Davison*, and *William Haslewood*, as such Trustees appointed by the said firstly herein-before in part recited Act, of the Third Part, and the said *William* Earl *Nelson* of the Fourth Part, in consideration of the Sum of Ninety-three thousand five hundred Pounds by the said *Charles* Lord *Colchester*, *Robert Banks* Earl of *Liverpool*, *Nicholas* Baron *Bexley*, *Robert* Viscount *Melville*, *George Rose*, *George Walpole*, *Alexander Davison*, and *William Haslewood* to the said Lady *Juliana Dawkins*, *George Hay Dawkins Pennant*, *Henry Dawkins*, *Richard Dawkins*, *Edward Dawkins*, and *John Dawkins* paid in manner therein mentioned, all those the Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments which are of the Nature of Freehold of Inheritance, which in the said Indenture now in recital are stated to have been then recently surveyed and measured, and upon such Survey and Measurement to have been found to be of the Description, and to be divided into the several Closes, to be known by the several Names, and to contain the several Quantities (were the same a little more or less) specified in the Schedule thereunto annexed (a Copy of which said Schedule is appended to this Act), and delineated in the Map to the said Indenture now in recital also annexed, and all other Freehold Lands, Tithes, Tenements, and Hereditaments which were then late the Property of *Henry Dawkins* Esquire, then deceased, in the several Parishes and Places of *Standlynch*, *Downton*, *Charlton*, *Britford*, and *Moore*, otherwise *Moore Oveston*, otherwise *Moore Overstone*, otherwise *Moore Abberstone*, otherwise *Averstone*, in the County of *Wills*, and that Part of the Parish of *Whiteparish* in the same County which lies to the South-westward of the Turnpike Road leading from the City of *New Sarum* to

to the Town of *Southampton*, with their Rights, Royalties, Members, and Appurtenances, were conveyed and limited, discharged from all Land Tax theretofore charged thereon, (except the Sum of One Pound Fourteen Shillings and Three-pence *per Annum* payable in respect of *Gill's Hole*, *Bungys*, and *Hartridges Plot*, Parcel of the said Hereditaments,) and free from all other Incumbrances, except the several Fee-farm Rents, Water Rents, and other Rents and Outgoings payable or to be performed in respect of the same, and mentioned and set forth in the said Schedule to the said Indenture now in recital annexed, (but subject to a Lease therein-before mentioned to have been granted of a small Tenement called *Brach Mead* unto *William Richardson* by Indenture of the First Day of *November* One thousand seven hundred and sixty-one,) to the Use of the said *William Earl Nelson* and to the Heirs Male of his Body, and in default of such Issue to the Use of the Heirs Male of the Body of the said *Susannah Bolton*, and in default of such Issue to the Use of the Heirs Male of the Body of the said *Catherine Matcham*, and in default of such Issue to the Use of the said *William Earl Nelson*, his Heirs and Assigns: And whereas the said *William Earl Nelson* duly made, signed, and published his last Will and Testament in Writing, in Three separate and distinct Parts, bearing Date respectively on or about the Thirteenth Day of *July* One thousand eight hundred and thirty-two, by One of which (purporting to be a Codicil) the said *Earl Nelson* gave and devised all the said Manor and Hereditaments so purchased as aforesaid by virtue of the said recited Acts, subject to the Estates to be limited therein by force of the said Acts previous to the ultimate Remainder or Reversion in Fee Simple vested in him as therein mentioned, with their Rights, Members, and Appurtenances, unto and to the Use of *Horatio Earl of Orford* and *Henry Viscount Hood*, their Heirs and Assigns, during the Life of his the said Testator's Daughter the said *Lady Bridport*, in Trust to preserve the contingent Remainders therein-after limited, and also upon Trust to pay unto or permit the said *Lady Bridport*, or her Appointees, to receive the Rents and Profits of the said Manor and Hereditaments for her Life for her separate Use; and after her Decease to the Use of the First and every other Son of the said Testator's Daughter lawfully begotten or to be begotten, successively, according to Seniority in Tail Male; and for default of such Issue to the Use of the First and every other Daughter of the said *Lady Bridport* lawfully begotten or to be begotten, successively, according to Seniority in Tail Male; and for default of such Issue to the Use of the right Heirs of the said Testator for ever: And whereas the said *William Earl Nelson* departed this Life on or about the Twenty-eighth Day of *February* One thousand eight hundred and thirty-five without having revoked or altered his said Will in the Respects aforesaid, leaving the said *Charlotte Mary Lady Bridport*, his only Child, him surviving: And whereas upon the Decease of the said *William Earl Nelson* the Right Honourable *Thomas Earl Nelson*, as the eldest Son of the Body of the said *Susannah Bolton*, became under and by virtue of the Limitations contained in the said herein-before in part recited Letters Patent, and now is, *Earl Nelson*: And whereas the said *Thomas Earl Nelson* on the Twenty-first Day of *February* One thousand eight hundred and twenty-one intermarried with *Frances Elizabeth Eyre* Spinster, and hath

Will of William Earl Nelson, devising the ultimate Remainder in Fee in the Trafalgar Estate, 13th July 1832.

hath Issue Four Sons, namely, the Honourable *Horatio Nelson* commonly called Viscount *Trafalgar*, the Honourable *John Horatio Nelson*, the Honourable *Maurice Horatio Nelson*, and the Honourable *Edward Foyle Nelson*, all being respectively Infants under the Age of Twenty-one Years, and no other Male Issue: And whereas the said *Catherine Matcham* hath Issue Three Sons, namely, *George Matcham* of *Newhouse* near *Salisbury* in the County of *Wilts*, Esquire, *Charles Horatio Nelson Matcham*, now resident at *Sydney* in *New South Wales*, Esquire, and *Nelson Matcham*, late of *Trinity Hall* in the University of *Cambridge*, and now a Student at Law in the *Middle Temple*, *London*, Esquire, and no other Male Issue; and the said *George Matcham* on the Twentieth Day of *February* One thousand eight hundred and seventeen intermarried with *Harriet Eyre* Spinster, and hath Issue Two Sons, namely, *Horatio Nelson Eyre Matcham* and *William Eyre Matcham*, both Infants under the Age of Twenty-one Years, and no other Male Issue; and the said *Charles Horatio Nelson Matcham* and *Nelson Matcham* are both unmarried: And whereas the said *Charlotte Mary* Lady *Bridport* hath Issue One Son, namely, the Honourable *Alexander Nelson Hood*, and Five Daughters, namely, the Honourable *Mary Sophia Hood*, the Honourable *Charlotte Hood*, the Honourable *Jane Sarah Hood*, the Honourable *Catherine Louisa Hood*, and the Honourable *Frances Caroline Hood*, and no other Issue, and Two of the said Daughters of the said Lady *Bridport*, namely, the said *Mary Sophia Hood* and *Charlotte Hood*, have respectively attained the Age of Twenty-one Years, and are unmarried, but all the said other Daughters of the said Lady *Bridport* are respectively under the Age of Twenty-one Years and unmarried: And whereas the said Sum of Ten thousand Pounds by the said herein-before in part recited Deed Poll or Instrument in Writing of the Eleventh Day of *March* One thousand eight hundred and eight charged upon the said Real Estates directed to be purchased by the said herein-before in part recited Act of Parliament, and so purchased as aforesaid, is not secured by a legal Term, and bears Interest after the Rate of Five Pounds *per Cent. per Annum*: And whereas if the said Sum of Ten thousand Pounds were secured by a legal Term, according to the Provisions of the said recited Act of the Forty-sixth Year of the Reign of His late Majesty King *George* the Third, the Interest thereon might be reduced, and the Incumbrance thereby created on the Estates purchased in pursuance of the said last-mentioned Act reduced: And whereas in order to effectuate the Purposes aforesaid it is expedient that the Persons herein-after mentioned should be invested with the Powers herein-after given or limited for the Purpose of raising and charging upon all or any Part or Parts of the Freehold Manor or Lordship, Messuages, Farms, Lands, Tenements, and other Hereditaments comprised in and conveyed by the said herein-before in part recited Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *June* One thousand eight hundred and fifteen, and so purchased in pursuance of the said herein-before in part recited Acts of Parliament as herein-before mentioned and recited, such a Sum of Money as shall be sufficient to pay off and discharge the said Sum of Ten thousand Pounds so charged thereon as aforesaid, and all the Costs, Charges, and Expences of preparing and passing this present Act, and of

raising and charging the Sums of Money hereby authorized, and of preparing and executing any Deeds or other Instruments necessary for that Purpose, and of carrying the Trusts and Provisions of this Act into full and complete Effect, the Amount of such Costs, Charges, and Expences nevertheless to be previously ascertained and allowed in manner herein-after provided, and with the Interest on the said Principal Sum or Sums, and that the said Sum or Sums of Money when so raised as aforesaid should be applied upon the Trusts herein-after expressed or declared of or concerning the same; but such Powers cannot be created without the Aid and Authority of Parliament: Wherefore your Majesty's most dutiful and loyal Subject the said *Thomas Earl Nelson* doth most humbly beseech your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Henry Viscount Hood* and *William Yonge*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Fourteenth of *June* One thousand eight hundred and ten, together with the said *Thomas Earl Nelson*, his Executors or Administrators, by any Deed or Deeds in Writing, to be by them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to raise and charge upon all or any Part or Parts of the said Freehold Manor or Lordship, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments, comprised in and conveyed by the said herein-before in part recited Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *June* One thousand eight hundred and fifteen, and so purchased in pursuance of the said herein-before in part recited Acts of Parliament as herein-before is mentioned and recited, such a Sum of Money as shall be sufficient to pay off and discharge the said Sum of Ten thousand Pounds so charged by the said herein-before in part recited Deed Poll as aforesaid, and all the Costs, Charges, and Expences of preparing and passing this present Act, and of raising and charging the Sum or Sums of Money hereby authorized to be raised and charged, and of and attending the preparing, executing, and perfecting any Deeds or other Instruments necessary for that Purpose, and of carrying the Trusts and Provisions of this Act into full and complete Effect, the Amount of such Costs, Charges, and Expences nevertheless to be previously ascertained and allowed in manner herein-after provided, with Interest for the same, from the Time of raising the same respectively, at and after the Rate of Five Pounds *per Cent. per Annum*, or any less Rate, and, for securing the same Sum or Sums of Money with such Interest as aforesaid, by the same or any other Deed or Deeds so sealed and delivered and attested as aforesaid, to demise all or any Part or Parts of the said Freehold Manor or Lordship, Messuages, Farms, Lands, Tithes, Tenements, and other Hereditaments on which the said Sum or Sums shall be so charged, to any Person or Persons whomsoever, for any Term or Terms of Years not exceeding the Term of Five hundred Years, as they the said *Henry Viscount Hood* and *William Yonge*, or the Survivor of them, or other the Trustees or Trustee of the said Indenture of Settlement of the Fourteenth *June* One thousand

[*Private.*]

Earl Nelson and the Trustees of Lord and Lady Bridport's Settlement empowered to charge the Freehold Part of the Trafalgar Estate with 10,000*l.* and Expences of Act.

sand eight hundred and ten, and the said *Thomas Earl Nelson*, his Executors or Administrators, shall think proper; and that the said *Henry Viscount Hood* and *William Yonge*, or the Survivor of them, or other the Trustees or Trustee of the said Indenture of Settlement of the Fourteenth *June* One thousand eight hundred and ten, and the said *Thomas Earl Nelson*, his Executors or Administrators, shall stand possessed of the said Sum or Sums of Money so to be raised as aforesaid upon the Trusts and for the Purposes herein-after mentioned.

Receipts of
Earl Nelson
and of the
Trustees
respectively,
for the Sum
raised, to be
good Dis-
charges.

II. And be it further enacted, That the Receipt or Receipts in Writing of the said *Henry Viscount Hood* and *William Yonge*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Fourteenth *June* One thousand eight hundred and ten, for the Sum of Ten thousand Pounds, Part of the Sum of Money herein-before authorized to be raised as aforesaid, shall be a sufficient and effectual Discharge or sufficient and effectual Discharges for the same respectively, or for so much thereof respectively as in such Receipt or Receipts respectively shall be expressed or acknowledged to have been received; and that the Receipt or Receipts in Writing of the said *Thomas Earl Nelson*, his Executors or Administrators, for the Residue of the said Sum of Money herein-before authorized to be raised as aforesaid, after deducting the said Sum of Ten thousand Pounds, shall be a sufficient and effectual Discharge or sufficient and effectual Discharges for the same Residue respectively, or for so much thereof respectively as in such last-mentioned Receipt or Receipts respectively shall be expressed or acknowledged to have been received; and that the Person or Persons to whom such Receipts respectively shall be given, his, her, or their Heirs, Executors, Administrators, or Assigns respectively, shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication, or be in anywise obliged or concerned to see to the Application of the Money therein expressed or acknowledged to have been received.

If Parties
agree, the
10,000*l.* and
Expences,
instead of
being imme-
diately raised,
may be
charged on
the Estate by a
Demise to be
executed by
the Earl to
said Viscount
Hood and
William
Yonge.

III. Provided always, and be it further enacted, That in case it shall be agreed between and by the said *Henry Viscount Hood* and *William Yonge*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Fourteenth Day of *June* One thousand eight hundred and ten, (with the Consent in Writing of the said *Samuel Lord Bridport* and *Charlotte Mary Lady Bridport* during their joint Lives, and of the Survivor of them during his or her Life, and after the Decease of such Survivor, and during the Minority of any Person or Persons entitled under the said last-mentioned Settlement, at the Discretion of the said *Henry Viscount Hood* and *William Yonge*, or the Survivor of them, or other the Trustees or Trustee aforesaid,) of the one Part, and the said *Thomas Earl Nelson*, his Executors or Administrators, of the other Part, that the said Sum of Ten thousand Pounds so charged by the said Deed Poll. of the Eleventh Day of *March* One thousand eight hundred and eight, and so settled by the said Indenture of Settlement of the Fourteenth Day of *June* One thousand eight hundred and ten, shall, instead of being forthwith raised and paid off under the Powers herein-before contained, remain for any

Period or Periods, or indefinitely, charged upon the Freehold Estates herein-before mentioned to be now equitably charged therewith, but be secured by a legal Term, and that the Amount of all such Costs, Charges, and Expences as herein-before is mentioned or referred to shall be advanced and paid by the said *Henry Viscount Hood* and *William Yonge* out of other Funds held by them as such Trustees as aforesaid, then and in such Case it shall be lawful for the said *Thomas Earl Nelson*, his Executors or Administrators, alone, by any Deed or Deeds in Writing to be by him or them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to charge upon all or any Part or Parts of the said Freehold Manor or Lordship, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments comprised in and conveyed by the said herein-before in part recited Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *June* One thousand eight hundred and fifteen, such a gross Sum of Money as will be equal to the aggregate Amount of the said Sum of Ten thousand Pounds, and the Amount of the said Costs, Charges, and Expences, with Interest for the same respectively, from the Time of charging the same respectively, at and after the Rate of Five Pounds *per Cent. per Annum*, or any less Rate, and, for securing the same gross Sum of Money, with such Interest as aforesaid, by the same or any other Deed or Deeds so sealed and delivered and attested as aforesaid, to demise all or any Part or Parts of the said Freehold Manor or Lordship, Messuages, Farms, Lands, Tithes, Tenements, and other Hereditaments on which the said gross Sum shall be so charged unto them the said *Henry Viscount Hood* and *William Yonge*, their Executors, Administrators, and Assigns, for any Term or Terms of Years, not exceeding the Term of Five hundred Years, as he the said *Thomas Earl Nelson*, his Executors or Administrators, shall think proper.

IV. And be it further enacted, That the said *Henry Viscount Hood* and *William Yonge*, and the Survivor of them, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Fourteenth Day of *June* One thousand eight hundred and ten, shall stand and be possessed of and interested in the said Sum of Ten thousand Pounds, in case the same shall be raised or received by him or them under the Provisions of this Act, or of the said gross Sum of Money herein-before authorized to be so charged and secured as aforesaid in case the same shall be so charged and secured to him or them under the Provisions of this Act (as the Case may require), upon the several Trusts, and for the several Ends, Intents, and Purposes, and under and subject to the several Powers, Provisoos, Declarations, and Agreements, mentioned, declared, or referred to in the same Indenture of Settlement of the Fourteenth *June* One thousand eight hundred and ten of or concerning the Sum of Ten thousand Pounds so charged by the said Deed Poll of the Eleventh *March* One thousand eight hundred and eight as aforesaid; and that the said *Thomas Earl Nelson*, his Executors or Administrators, shall stand and be possessed of and interested in all and every the Sums and Sum of Money which shall be raised and received by him or them under the Provisions of this Act, upon Trust there-
out

Trusts of
Sum to be
raised.

out to pay and discharge all the Costs, Charges, and Expences of preparing and passing this Act, and of raising and charging the Sums of Money hereby authorized, and of preparing and perfecting the Deeds or other Instruments necessary for such Purpose, and of carrying the Trusts and Powers hereby created into full and complete Effect, the Amount of such Costs, Charges, and Expences nevertheless not exceeding the Sum at which the same shall have been previously ascertained and allowed in manner herein-after provided.

Total Sum
to be raised
for Expences
how to be
ascertained.

V. And be it further enacted, That the Amount of the Costs, Charges, and Expences herein-before authorized to be raised shall be ascertained by any Person or Persons to be appointed by Writing under the Hands or Hand of the said *Thomas Earl Nelson* and *George Matcham* or the Survivor of them, or the Executors or Administrators of such Survivor, and they and he are and is hereby authorized to appoint such Person or Persons accordingly; and the Amount of such Costs, Charges, and Expences shall be allowed and certified by a Memorandum under the Hand or Hands of such Person or Persons so to be appointed as aforesaid, to be indorsed on the only Instrument or any One of the Instruments by which the Sum hereby authorized to be charged, or any Part thereof, shall be secured; and the said Person or Persons so to be appointed as aforesaid is and are hereby authorized to sign such a Certificate on such Evidence as he or they shall think sufficient, which Certificate shall be conclusive Evidence as to the Amount of the Sum so to be ascertained.

Persons
entitled to
Rents to
keep down
Interest of
the Charge.

VI. And be it further enacted, That the said *Thomas Earl Nelson* during his Life, and after his Decease the Person or Persons for the Time being entitled under the said herein-before in part recited Acts to the Receipt of the Rents, Issues, and Profits of the Hereditaments so to be charged, shall keep down the Interest of the Principal Sum or Sums of Money herein-before authorized to be charged.

Act not to
bind Charles
Horatio Nelson
Matcham
until his
Consent is
enrolled.

VII. And whereas the said *Charles Horatio Nelson Matcham*, one of the Sons of the said *Catherine Matcham*, is now resident in *New South Wales*, and his Consent to this Act hath not yet been proved; be it therefore enacted, That this Act shall not nor shall any thing herein contained be construed, deemed, or taken to affect or in any Manner bind the said *Charles Horatio Nelson Matcham*, his Heirs, Executors, Administrators, or Assigns, until the said *Charles Horatio Nelson Matcham* shall signify his Consent to this Act by Writing under his Hand, and attested by One or more credible Witness or Witnesses, which Writing shall be enrolled in His Majesty's High Court of Chancery within Two Years from the passing of this Act; and from and after Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding as if such Consent had been obtained and proved before the passing thereof; and such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I *Charles*

‘ I Charles Horatio Nelson Matcham of
 ‘ being one of the Sons of Catherine Matcham, the Widow of
 ‘ George Matcham Esquire, and Sister of the Right Honourable
 ‘ Horatio Viscount Nelson deceased, do hereby consent to an Act of
 ‘ Parliament passed in the Sixth Year of the Reign of His most
 ‘ Excellent Majesty King William the Fourth, intituled *An Act for*
 ‘ *raising, on the Security of certain Estates in the County of Wilts*
 ‘ *whereof the Right Honourable Thomas Earl Nelson is Tenant in*
 ‘ *Tail, a Sum of Money for the Purpose of discharging the Sum of Ten*
 ‘ *thousand Pounds equitably charged thereon by William Earl Nelson*
 ‘ *deceased, in favour of his Daughter Charlotte Mary Lady Bridport,*
 ‘ *and for other Purposes,* so far as the same Act can or may affect or
 ‘ concern me, my Heirs, Executors, Administrators, or Assigns, or
 ‘ any Person or Persons claiming or to claim by, from, or under me.
 ‘ Given under my Hand this Day of One
 ‘ thousand eight hundred and thirty
 ‘ Witness

Form of
Consent.

VIII. Saving always unto the King's most Excellent Majesty, His
 Heirs and Successors, and to all and every Person and Persons, Bodies
 Politic and Corporate, his, her, and their Heirs, Successors, Executors,
 and Administrators (other than and except the several Persons claiming
 or to claim under or by virtue of the said herein-before in part recited
 Acts of Parliament or any of them, or the said herein-before in part
 recited Will of the said William Earl Nelson), all such Estate, Right,
 Title, Interest, Claim, and Demand of, in, to, or out of the said
 Manor or Lordship, Messuages, Tenements, Farms, Tithes, Lands,
 and other Hereditaments hereby authorized to be charged, or any
 Part or Parts thereof, as they or any of them had before the making
 of this Act, or could or might have had, held, or enjoyed in case this
 Act had not been made.

General
Saving.

IX. And be it further enacted, That this Act shall be printed
 by the several Printers to the King'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.

Act to be
printed by
the King's
Printers.

The SCHEDULE.

FREEHOLD OF INHERITANCE.

No. on
the Map.

- The Manor of Standlynch, in the County of Wilts, with its Rights, Royalties, Members, and Appurtenances.
- 6 The Chapel and Chapel Yard in Standlynch, containing 0A. 1R. 15P.
- 1 The Capital Mansion House of Standlynch, with the Stables, Hay-lofts, Harness and Saddle Room, Coach-houses, Granaries, Slaughter-house, Court-yard, Cow-pens, Poultry-houses, Dove-cote, Dog-kennel, and other detached Offices to the said Capital Mansion belonging.

IN STANDLYNCH.—Tithe Free.

		Names of Fields.	Quantity.			Culture.
			A.	R.	P.	
1	The Park	- - -	158	2	5	Pasture.
7	The Kitchen Garden	- - -	4	2	11	Garden.
9	The Walk between the Waters	- - -	0	0	13	Plantation.
10	The Mill Water Mead	- - -	2	0	35	Meadow.
5	The Scite of the Mill	- - -	0	1	12	{ Mill and Garden.
4	The Mill Garden	- - -	0	0	35	
55	The Scite of the Dairy-house and Garden	- - -	0	3	35	{ Dairy-house and Garden.
35	Lower Mead	- - -	13	2	5	
52	Middle Mead	- - -	11	1	16	Ditto.
36	Lower Slang	- - -	3	0	30	Ditto.
48	Upper Ditto	- - -	3	0	13	Ditto.
51	Road Way	- - -	0	1	27	Road.
54	Warren Field	- - -	28	0	32	Arable.
53	Bottom Field	- - -	16	0	37	Ditto.
57	The Scite of the Farmhouse and Yards	- - -	2	2	16	
58	Home Field	- - -	9	3	18	Arable.
56	Pit Field	- - -	6	1	2	Ditto.
59	Beech Field	- - -	24	2	14	Ditto.
60	Home Sixteen Acres	- - -	16	3	38	Ditto.
61	Great Downfield	- - -	64	2	19	Ditto.
61a	Road	- - -	5	2	15	Road.
63	Twenty Acres	- - -	20	3	21	Arable.
64	Twenty-four Acres	- - -	25	1	19	Ditto.
65	Sixteen Acres	- - -	16	1	22	Saintfoin.
62	Little Downfield	- - -	46	0	12	Arable.
66a	Lower Part of Downfield	- - -	22	0	0	Ditto.
66b	Upper Part of Downfield	- - -	31	0	0	Ditto.
66	The Down	- - -	95	3	36	Pasture.
76	Batt's Croft	- - -	58	0	33	Wood.

IN DOWNTON.—Titheable.

193	Curtis' Ground	- - -	3	2	12	Arable.
194	Ditto	- - -	3	3	36	Ditto.
195	Lane	- - -	0	1	5	Road.
49	Hilly Mead	- - -	13	2	26	Meadow.
50	Witherington Mead	- - -	14	1	20	Ditto.

IN BRITTFORD.—Titheable.

No. on the Map.	Names of Fields.	Quantity.			Culture.
		A.	R.	P.	
45	The Roundabout	9	3	2	Meadow.
46	Ralph's Corner and Five Acres	9	0	5	Ditto.
200	Boddington Island	0	3	36	Ditto.

IN WHITEPARISH.—Titheable.

109	Thorns' Plott	3	0	33	Wood.
110	Thorns' Coppice	10	0	35	Ditto.
115	Moor Coppice	10	2	29	Ditto.
119	Aslett's Row	4	1	18	Ditto.
138	Goose Eye Coppice	26	0	27	Ditto.
90	Hang Hills	17	1	18	Ditto.
112	Great Shearwood	14	1	14	Ditto.
114	Little Shearwood	5	1	28	Ditto.
89	Chapel Coppice	5	3	38	Ditto.
106	Round Coppice	4	0	2	Ditto.
101	East Coppice	39	3	36	Ditto.

The fixed Outgoings from this Part of the Estate
are,—

	£	s.	d.
A Water-rent to Lord Radnor	3	6	8
Another for late Noyes and other Tenements	1	19	4
Another to G. Fort, Esq.	1	7	0

WATER-RENT.

The Proprietors of the Barford Estate and Downton Parsonage pay to the Owner of Standlynch for the Use of the Water from the Mill Hatches a yearly Rent of £18.

TITCHBOURN FARM.—Titheable.

In Whiteparish.

No. on the Map.	Names of Fields.	Quantity.			Culture.
		A.	R.	P.	
123	Scite of the Buildings, Yards, Garden, and Orchard	1	3	16	
124	Homefield	2	1	18	Pasture.
122	Clay Field	10	0	22	Arable.
95	Merridons	7	1	28	Ditto.
	Common adjoining	1	2	0	Pasture.
94	Great Meadow, exclusive of Church Land	11	3	13	Ditto.
93	Batt's Hill	18	3	9	Arable.
92	The Drove	4	3	0	Pasture.
91	The Hundred Acres	0	3	39	Arable.
91a	The Drove	0	1	24	Pasture.
125	The Coneygre	12	2	2	Arable.
131	Whips Hill	10	1	28	Ditto.
88	Bottom Field	29	0	22	Ditto.
87	The Eighteen Acres	21	0	5	Ditto.
87a	The Lane	0	3	0	
86	The Waste	22	1	20	Arable.
126	Clay Croft	1	3	16	Wood.
88a	In Bottom Field	0	2	22	Ditto.

In the Parish of Downton.

84	Lower Part of Back Down	19	2	28	Arable.
82	North-west Ditto	18	2	1	Ditto.
83	South-west Ditto	20	0	33	Ditto.
85	Half the Drove	0	3	12	Ditto.

From this Farm there are Two yearly Fee-farm

Rents paid,—

	£	s.	d.
One to Lord Fitzwilliam of per Annum	0	3	0
One to Wm. Beckford, Esq. of per Annum	1	3	11

8174
8

568 5° & 6° GULIELMI IV. Cap. 27.

IN WHITEPARISH.
Moor Farm.—Subject to Rectorial Tithes.

No. on the Map.	Names of Fields.	Quantity.			Culture.
		A.	R.	P.	
128a	Scite of the Buildings, Yards, etc.	1	1	36	
128	Little Mead	6	1	37	Arable.
127	Pond Close	13	3	2	Ditto.
129 } 140 }	Whips Hill	13	1	27	Pasture.
130	Home Field	9	1	16	Arable.
139	Chariot Ground	18	3	22	Ditto.
132	Long Furlong	15	1	28	Ditto.
134	Eighteen Acres	15	3	31	Ditto.
135	White Lands	13	1	9	Ditto.
136	Cold Croft	14	0	8	Ditto.
137	Clay Croft	8	2	8	Ditto.
120	Maple Field	9	1	11	Ditto.
121	Morris Ground	5	1	35	Ditto.
111	Middle Field	12	0	0	Pasture.
107	Bull Mead	4	3	2	Ditto.
118	Benges' Furlong	15	0	4	Arable.
117	Sandy Close	21	1	17	Ditto.
116	The Moor	12	3	29	Pasture.
201	{ Drove between Clay Croft and Chariot } Ground	0	1	13	Ditto.
202	Part of Sandyland Drove	0	2	30	Ditto.
203	Part of Lane East of House	1	1	32	Ditto.
204	Cottage and Garden	0	1	6	
205	West Part of Road	1	1	24	Road.
206	Drove adjoining Sherwood Coppice	1	1	20	Ditto.

This Farm is free from Vicarial Tithes, which include Lamb and Wool. There is a yearly Fee-farm Rent paid to Lord Fitzwilliam from this Farm of 2s. 6d.

IN WHITEPARISH.
Gill's Hole.—Titheable.

No. on the Map.	Names of Fields.	Quantity.			Culture.
		A.	R.	P.	
97	Scite of the Buildings, Garden and Orchard	1	0	88	
96	North Close	2	0	6	Arable.
98	Close adjoining the Homestead	2	0	19	Ditto.
99	Ditto East of Coppice	2	2	6	Ditto.
100	Ditto adjoining Ditto	1	1	5	Ditto.
207	Drove	3	0	24	Pasture.
102	Forest Close West of the Drove	0	2	11	Arable.
103	Second Ditto	2	3	16	Ditto.
104	Third Ditto	2	3	21	Ditto.
105	Fourth Ditto	0	3	21	Pasture.

The above Lands have a Right of Common in Langley Woods for as many Cattle and Sheep as can be kept on the Premises.

108 Brach Meadow 3 3 0 Ditto.
Leased for the Life of Benjamin North, aged about 65 Years, at the yearly Rent of 1s., and the Services of the Court, etc.

96