



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 23.

An Act for vesting the settled and unsettled Manors and Estates of *Charles Vere Spencer*, an Infant, in the Counties of *Oxford* and *Denbigh*, in Trustees, in order to effect the Sale thereof for the Payment of Incumbrances, and for other Purposes. [21st July 1835.]

WHEREAS by Indenture bearing Date the Twenty-fourth Day of *January* One thousand seven hundred and eighty-nine, inrolled in Chancery, and made between the Right Honourable *Charles Spencer* commonly called Lord *Charles Spencer*, Brother of the Most Noble *George Duke of Marlborough*, of the First Part; *John Spencer* Esquire, the First or eldest Son of the Body of the said Lord *Charles Spencer*, of the Second Part; *Edward Boodle* Gentleman, of the Third Part; and *Hawkins Wall* Gentleman, of the Fourth Part; and by virtue of a Common Recovery duly suffered in pursuance of the same Indenture in *Hilary* Term in the Twenty-ninth Year of the Reign of His Majesty King *George* the Third, in which Recovery the said *John Spencer* was First Vouchee, and the said Lord *Charles Spencer* Second Vouchee; all those the Manors or Lordships or reputed Manors or Lordships of *Standell* otherwise *Standelf*, *North Weston*, *Tettesworth* otherwise *Wynbush* otherwise *Wyndbush*, and *Moreton*, with their and every of their Rights, Members, and Appurtenances, in the County of *Oxford*; and all those Messuages, Farms, Lands, Tithes, Tenements, Fisheries, and

Settlement, dated 24th January 1789.

[Private.]

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Hereditaments of them the said Lord *Charles Spencer* and *John Spencer*, or one of them, situate and being in the several Parishes, Towns, Vills, Places, Liberties, and Precincts of *Standell*, *Pirton*, *Thame*, *North Weston*, *Tettesworth*, and *Moreton*, in the said County of *Oxford*; and also all that the Manor or Lordship of *Whitfield* otherwise *Wheatfield*, with the Rights, Royalties, Members, and Appurtenances thereof, in the said County of *Oxford*; and all that Capital Messuage or Manor House of and in *Whitfield* otherwise *Wheatfield* in the same County, with the Hereditaments and Appurtenances thereto belonging; and also divers Messuages, Cottages, Lands, and Hereditaments situate, lying, and being in the Parish of *Whitfield* otherwise *Wheatfield* aforesaid, in the said Indenture more particularly described, with their Appurtenances; and also all that the Advowson, Donation, free Disposition, and Right of Patronage and Presentation of and to the Rectory of *Whitfield* otherwise *Wheatfield* in the said County of *Oxford*; and all other the Manors and Hereditaments of the said Lord *Charles Spencer* and *John Spencer* respectively, whereof or whereunto they or either of them were or was seised or entitled for an Estate Tail in Possession, or in Remainder or Reversion immediately expectant on the Decease of the said Lord *Charles Spencer*, situate, lying, and being or arising in the several Parishes, Towns, Vills, Places, Liberties, and Precincts of *Whitfield* otherwise *Wheatfield*, *Standell*, *Pirton*, *Thame*, *North Weston*, *Tettesworth*, and *Moreton*, or any of them, or elsewhere in the said County of *Oxford*, were limited and assured (subject and without Prejudice to Two several Rent Charges which had been limited to or for the Benefit of *Mary* the then Wife of the said Lord *Charles Spencer*, as in the said Indenture mentioned or referred to, but which have since respectively determined by the Death of the said *Mary* the Wife of the said Lord *Charles Spencer*, which happened in the Month of *February* One thousand eight hundred and twelve,) to the Use of such Person and Persons, and for such Estate and Estates, and in such Manner as the said Lord *Charles Spencer* and *John Spencer*, by any Deed or Deeds, Writing or Writings, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should jointly appoint, and in default of and subject to such Appointment to such Uses as in the said Indenture limited or referred to: And whereas by Indentures of Lease and Appointment and Release, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and eighty-nine, the Indenture of Appointment and Release being made between the said Lord *Charles Spencer* and *John Spencer* of the First Part, the Right Honourable Lord Viscount *Bateman* of the Second Part, the Right Honourable Sir *John Skynner* Knight, then late Lord Chief Baron of His Majesty's Court of Exchequer at *Westminster*, of the Third Part, and *John Caillaud* Esquire of the Fourth Part, and which Indenture of Appointment and Release was sealed and delivered by the said Lord *Charles Spencer* and *John Spencer* in the Presence of and attested by Two credible Witnesses, in consideration of Fifteen thousand three hundred Pounds paid by the said *John* Lord Viscount *Bateman* to the said Lord *Charles Spencer* and *John Spencer*, they, in pursuance of the Power given to them by the said first-recited Indenture as aforesaid, did jointly appoint and did also

Appointment,
27th
and 28th
May 1789.

also grant and convey the several Manors and other Hereditaments comprised in the said herein-before recited Indenture of Bargain and Sale (save and except the Advowson of the Rectory of *Wheatfield* aforesaid, and the Messuage or Tenement, Garden, Stable, Out-houses, and Hereditaments to the said Rectory belonging or appertaining, and also save and except all and every the Messuages, Farms, Lands, Tenements, and Hereditaments of them the said Lord *Charles Spencer* and *John Spencer*, and each of them, situate, lying, and being, coming, growing, arising, renewing, or increasing, in or within the Liberty or Township of *Moreton* in the Parish of *Thame* aforesaid, in the said County of *Oxford*;) to the Use of the said Sir *John Skynner*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, in Trust nevertheless for the said Viscount *Bateman*, his Executors, Administrators, and Assigns, for securing to him and them Payment of the Sum of Fifteen thousand three hundred Pounds, with Interest at Five Pounds *per Cent. per Annum*, and subject thereto to the joint Appointment of the said Lord *Charles Spencer* and *John Spencer* in the Manner mentioned in the said recited Indenture of Bargain and Sale as aforesaid: And whereas by Indentures of Lease and Appointment and Release, bearing Date respectively the Fourth and Fifth Days of *February* One thousand seven hundred and ninety, the Appointment and Release being made between the said Lord *Charles Spencer* and *John Spencer* of the First Part; the said *George Duke of Marlborough* and the Right Honourable *Elizabeth Spencer* Spinster, commonly called Lady *Elizabeth Spencer*, his Second Daughter (since deceased), of the Second Part; the Right Honourable *George Granville Leveson Gower* then commonly called Earl *Gower* (afterwards Marquis of *Stafford*), and the Right Honourable *George Herbert* then commonly called Lord *Herbert* (afterwards Earl of *Pembroke* and *Montgomery*), of the Third Part; the Most Noble *Francis* then Duke of *Bedford* and the Right Honourable *George* then Earl *Spencer* of the Fourth Part; and the Most Reverend *John* then Lord Archbishop of *Canterbury*, and the Right Honourable *Robert Spencer* commonly called Lord *Robert Spencer*, of the Fifth Part; and which Indenture of Appointment and Release was sealed and delivered by the said Lord *Charles Spencer* and *John Spencer* in the Presence of and attested by Two credible Witnesses, in consideration of the Marriage then intended between the said *John Spencer* and Lady *Elizabeth Spencer*, and for other Considerations in the same Indenture of Release mentioned, the said Lord *Charles Spencer* and *John Spencer*, by virtue of their aforesaid joint Power of Appointment, and of every other Power enabling them in that Behalf, did jointly appoint and did also convey all and singular the Manors, Advowson, and other Hereditaments herein-before mentioned to be comprised in the said herein-before recited Indenture of the Twenty-fourth Day of *January* One thousand seven hundred and eighty-nine, with the Appurtenances, to the Use (from and after the Solemnization of the said then intended Marriage) of the said Duke of *Bedford* and Earl *Spencer*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years; and after the Expiration of the same Term, and in the meantime subject thereto and to a Rent Charge of One thousand Pounds thereby limited to the said *John Spencer* during
the

Marriage
Settlement,
4th and 5th
February
1790.

the joint Lives of him and the said Lord *Charles Spencer*, and a yearly Rent Charge of Eight hundred Pounds thereby limited to the said Lady *Elizabeth Spencer* for her Life in case she should survive the said *John Spencer*, (and which Rent Charges have respectively determined,) to the Use of the said Archbishop of *Canterbury* and Lord *Robert Spencer*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, for raising, according to the Events which happened, the Sum of Fifteen thousand Pounds for the Portions of the younger Children of the said then intended Marriage; with Remainder to the Use of the said Lord *Charles Spencer* and his Assigns for his Life; with Remainder to the Use of the said *John Spencer* and his Assigns for his Life; with Remainder, after the Decease of the Survivor of them, to the Use of the First and other Sons of the said *John Spencer* by the said Lady *Elizabeth Spencer* successively in Tail Male; with Remainder to the Use of the said *John Spencer*, his Heirs and Assigns for ever; and by the now reciting Indenture of Release the Trusts of the Term of Ninety-nine Years thereby limited are declared to be, first, for raising, during the joint Lives of the said *John Spencer* and Lady *Elizabeth Spencer*, the yearly Sum of Two hundred Pounds for her separate Use, and also for better securing the said Rent Charges of One thousand Pounds and Eight hundred Pounds thereby respectively limited as aforesaid (but which Term has ceased under a Proviso for that Purpose contained in the same Indenture of Release); and the said Indenture of Release contained a Proviso that it should be lawful for the said Earl *Gower* and Lord *Herbert*, by any Deed or Instrument in Writing to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, (but subject to the said Rent Charges of Two hundred Pounds, One thousand Pounds, and Eight hundred Pounds, and to the Trusts of the said Terms of Ninety-nine Years and Five hundred Years,) to charge the Manors and other Hereditaments thereby granted and released with the Payment of any Sum not exceeding Five thousand Pounds for the Purpose of discharging certain Debts of the said Lord *Charles Spencer* therein mentioned, and also any Sum not exceeding Six thousand Pounds for the Purpose of advancing the said *John Spencer* in the Army; and for securing Payment of the Sum or Sums so to be charged, and Interest, by the same or any other Deed or Instrument in Writing, so sealed and delivered and attested as aforesaid, to limit or create any Term of Years, or to make or execute any Demise by way of Mortgage of the Premises so to be charged, for any Term of Years, so as the Estate thereby granted should be made redeemable on Payment of the said Sums of Five thousand Pounds and Six thousand Pounds, or so much thereof as should be charged by virtue of the now reciting Power, and the Interest thereof, by the Person or Persons who for the Time being should be entitled to the Freehold and Inheritance of the Premises so to be demised or charged; and the said Lord *Charles Spencer* and *John Spencer* did by the now reciting Indenture of Release covenant that the said Earl *Gower* and Lord *Herbert* should after the Solemnization of the said then intended Marriage stand possessed of and interested in a certain Bond of the said *George Duke of Marlborough*, and of the Sum of Fifteen thousand Pounds thereby secured, and the Interest thereof, upon Trust to pay the Interest

Interest thereof to the said Lord *Charles Spencer* for his Life, and after his Decease upon Trust to call in the same Sum, and apply the same in Payment of the said Sum of Fifteen thousand three hundred Pounds, so charged by the said Indentures of the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and eighty-nine as aforesaid, or so much thereof as the same would extend to pay: And whereas a Marriage between the said *John Spencer* and Lady *Elizabeth Spencer* was, on or about the Sixth Day of *February* One thousand seven hundred and ninety, duly had and solemnized: And whereas the said *George Duke of Marlborough*, pursuant to his Agreement in the lastly-recited Indenture of Settlement, gave his Bond for Fifteen thousand Pounds, and such Sum was afterwards paid by him, and applied in part Satisfaction of the said Sum of Fifteen thousand three hundred Pounds, so that the Sum of Three hundred Pounds thereof only remains due under the Term for One thousand Years created by the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and eighty-nine: And whereas under the Power for that Purpose given by the herein-before recited Indenture of Settlement of the Fifth Day of *February* One thousand seven hundred and ninety, by an Indenture dated the First Day of *May* One thousand seven hundred and ninety-three, and made between the said Earl *Gower* and Lord *Herbert* of the First Part, the said Lord *Charles Spencer* and *John Spencer* of the Second Part, and *Lawrence Palk* Esquire, afterwards Sir *Lawrence Palk* Baronet, and *James Gambier* Esquire, afterwards Lord *Gambier*, of the Third Part, the said Earl *Gower* and Lord *Herbert*, in consideration of the Sum of Three thousand Pounds to them paid by the said Sir *Lawrence Palk* and Lord *Gambier*, for the Purpose of discharging certain Debts of the said Lord *Charles Spencer* therein mentioned, did, at the Request of the said Lord *Charles Spencer* and *John Spencer*, charge all the Manors and other Hereditaments comprised in the lastly-recited Indenture of Release and Settlement with the Payment of the Sum of Three thousand Pounds, with Interest at the Rate of Five Pounds *per Centum per Annum*, to the said Sir *Lawrence Palk* and Lord *Gambier*, their Executors, Administrators, and Assigns, and did also appoint and demise the same Manors and other Hereditaments unto them for the Term of One thousand two hundred Years, for securing the Payment of such lastly-mentioned Principal Sum and Interest: And whereas the said Lady *Elizabeth Spencer* departed this Life in the Month of *December* in the Year One thousand eight hundred and twelve, and there were Six Children of the Marriage between the said *John Spencer* and Lady *Elizabeth Spencer*, and no more, (that is to say,) Two Sons and Four Daughters, namely, *George John Spencer*, who was the eldest of such Sons, and *Frederick Charles Spencer*, who was the other of such Sons, and *Frederica Spencer*, *Georgiana Elizabeth Spencer*, *Caroline Susannah Spencer*, and *Elizabeth Spencer*; but the said *Frederica Spencer* departed this Life in the Year One thousand seven hundred and ninety-nine, an Infant of the Age of Nine Years, or thereabouts: And whereas the said *George John Spencer* attained his Age of Twenty-one Years on the Twentieth Day of *December* in the Year One thousand eight hundred and thirteen: And whereas by Indentures of Lease and Release, bearing Date

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May 1793.

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Settlement,
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respectively the Twenty-seventh and Twenty-eighth Days of *December* One thousand eight hundred and thirteen, the Release being made between the said Lord *Charles Spencer* of the First Part; the said *John Spencer* of the Second Part; the said *George John Spencer* of the Third Part; *John Barnwell Murphy* Gentleman, of the Fourth Part; *William Henry Cotton* Gentleman, of the Fifth Part; *William Robert Spencer* Esquire and the Reverend *Cranley Lancelot Kerby* of the Sixth Part; and *John Fane* the younger, Esquire, and the Reverend *John Holland*, of the Seventh Part; and by virtue of a Common Recovery duly suffered in pursuance thereof in *Hilary* Term in the Fifty-fourth Year of the Reign of His late Majesty King *George* the Third, in which the said *George John Spencer* was First Vouchee, and the said Lord *Charles Spencer* and *John Spencer* were Second Vouchees; all that the Manor or Lordship or reputed Manor or Lordship of *Whitfield* otherwise *Wheatfield*, with the Appurtenances, in the said County of *Oxford*, and divers Messuages, Farms, Lands, and Hereditaments situate and being in *Whitfield* otherwise *Wheatfield* aforesaid, in the same Indentures particularly described; and also the Advowson of the Rectory of *Wheatfield* aforesaid; and also all that the Manor or Lordship or reputed Manor or Lordship of *North Weston* in the said County of *Oxford*, with the Appurtenances, and divers Messuages, Farms, Lands, Tenements, and Hereditaments situate and being in *North Weston* and in the Parish of *Thame* aforesaid, in the said now reciting Indentures particularly described; and also all that Fishery or Privilege of taking Fish in the River of *Thame*, then let to *William Silver* or his Assigns at and under the yearly Rent of Four Pounds; and also all and all Manner of Tithes, Oblations, Obventions, Portion and Portions whatsoever, yearly arising, renewing, or growing upon or payable out of the said Manor or Lordship or reputed Manor or Lordship of *North Weston* aforesaid, or out of the said Messuages, Lands, Tenements, and Hereditaments whatsoever situated within the said Manor or Lordship or reputed Manor or Lordship of *North Weston* or any Part thereof, and out of a certain Mead or Piece of Meadow Ground called *Assmead*, situate and being in the Parish of *Thame*, and also out of all other the Messuages, Lands, and Hereditaments situate and being at *North Weston* or in the Parish of *Thame* aforesaid which did belong or appertain to *Francis Clerke* Esquire, deceased; and also all that the Manor or Lordship or reputed Manor or Lordship of *Standell* otherwise *Standelf* otherwise *Standhill*, with all and singular its Rights, Members, and Appurtenances whatsoever, or by whatsoever Name or Names the same was or were distinguished or known, situate, lying, and being in the Parish of *Pirton* in the said County of *Oxford*, and divers Messuages, Farms, Lands, Tenements, and Hereditaments situate and being in *Standell* otherwise *Standelf* otherwise *Standhill* in the Parish of *Pirton* aforesaid, in the said now reciting Indenture particularly described; and all those the Manors or Lordships or reputed Manors or Lordships of *Tettesworth* otherwise *Wynbush* otherwise *Wyndbush* and *Moreton*, with the Rights, Royalties, Members, and Appurtenances thereof, in the said County of *Oxford*, and divers Messuages, Farms, Lands, and Hereditaments situate, lying, and being within the said Manor or Lordship or reputed Manor or Lordship of *Tettesworth* in the said County of *Oxford*,

Oxford, were limited and assured to the Uses following; that is to say, as to the Manor of *Whitfield* otherwise *Wheatfield*, with the Appurtenances, and the Advowson of the Rectory of *Wheatfield*, and all the Messuages or Tenements, Farms, Lands, and Hereditaments situate in the said Parish of *Wheatfield*, with their Appurtenances, to such Uses as the said Lord *Charles Spencer*, *John Spencer*, and *George John Spencer* should by Deed, executed and attested as in the now reciting Indenture of Release mentioned, jointly appoint; and in default thereof, or so far as any such joint Appointment (if incomplete) should not extend, then as the Survivor of them the said Lord *Charles Spencer* and *John Spencer* after the Death of the other of them, and the said *George John Spencer*, by Deed executed and attested as therein mentioned, should jointly appoint; and in default of and until such Appointment, or so far as any such joint Appointment (if incomplete) should not extend, then as to all the same Hereditaments (except the Advowson of *Wheatfield*) to the Use of the said *William Robert Spencer* and *Cranley Lancelot Kerby*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon Trust for securing to the said *George John Spencer* an Annuity during the joint Lives of the said Lord *Charles Spencer*, *John Spencer*, and *George John Spencer*, and during the joint Lives of the Survivor of them the said Lord *Charles Spencer* and *John Spencer*, and the said *George John Spencer*, (but which Annuity and Term of Years have respectively determined,) and subject thereto, as to or concerning the said Manor and other Hereditaments situate in the said Parish of *Wheatfield*, to the Use of the said Lord *Charles Spencer* and his Assigns for his Life; with Remainder from and after his Decease to the Use of the said *John Spencer* and his Assigns for his Life; with Remainder from and after the Decease of the Survivor of them the said Lord *Charles Spencer* and *John Spencer*, to the Use of the said *George John Spencer* and his Assigns for his Life; with Remainder from and after the Decease of the Survivor of them to the Use of the First and every other Son of the Body of the said *George John Spencer* severally and successively in Tail Male; with Remainder to the Use of the Heirs of the Body of the said *George John Spencer*; with Remainder to the Use of the said *George John Spencer*, his Heirs and Assigns for ever; and as to the said Manors of *North Weston*, *Stendell* otherwise *Stendelf* otherwise *Standell*, *Tetsworth* otherwise *Tettesworth* otherwise *Wymbush* otherwise *Wynbush*, and *Moreton* otherwise *Mereton*, and all and singular other the Messuages or Tenements, Farms, Lands, Tithes, Hereditaments, and Premises in the said now reciting Indenture of Release granted and released, or intended so to be, with their Appurtenances, except the said Hereditaments in *Whitfield* otherwise *Wheatfield* aforesaid, and of which no Use had been thereby declared as aforesaid, it was thereby agreed and declared, that the same should be to such Uses as the said Lord *Charles Spencer* and *John Spencer* should, by Deed executed and attested as therein mentioned, jointly appoint; and for default of such joint Appointment, or so far as any such (if incomplete) should not extend, then as the Survivor of them the said Lord *Charles Spencer* and *John Spencer* after the Decease of the other of them, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by such Survivor sealed and

Marriage
Settlement,
29th and
30th August
1823.

and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament, or any Codicil or Codicils thereto, executed as therein mentioned, should appoint; and in default of and until such Appointment, or so far as any such Appointment (if incomplete) should not extend, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and subject to the Powers and Provisoos therein-before limited and contained of and concerning the said *Wheatfield* Estate, or as near thereto as might be, save and except that there should not be a double Annuity to the said *George John Spencer*, or double Jointures or Portions under the Powers therein contained: And whereas the said Lord *Charles Spencer* departed this Life on or about the Fifteenth Day of *June* in the Year One thousand eight hundred and twenty: And whereas the said *George John Spencer* departed this Life on or about the Eighteenth Day of *August* One thousand eight hundred and twenty, intestate, and without having been married, leaving the said *Frederick Charles Spencer*, the only Brother and Heir at Law of the said *George John Spencer*, him surviving: And whereas by Indentures of Lease and Appointment and Release, bearing Date respectively the Twenty-ninth and Thirtieth Days of *August* One thousand eight hundred and twenty-three, the Appointment and Release being made between the said *John Spencer* of the First Part; the said *Frederick Charles Spencer* of the Second Part; *Mary Ann Spencer*, now the Widow of the said *Frederick Charles Spencer*, then *Mary Ann Bernard Morland* Spinster, youngest Daughter of Sir *Scrope Bernard Morland* Baronet, of the Third; the Right Honourable *Francis Almaric* Lord *Churchill* Baron *Churchill*, the Right Honourable *James* Lord *Gambier* Baron *Gambier*, Sir *Francis Bernard Morland* Baronet (then *Francis Bernard Morland* Esquire), and *Thomas Tyringham Bernard* Esquire, of the Fourth Part; the Honourable *William Robert Spencer*, since deceased, and the Right Honourable *William Keppell* Lord *Barrington* (then the Honourable *William Keppell Barrington*), of the Fifth Part; and the Reverend *George Trevor Spencer* Clerk and Sir *Robert Price* Baronet (then *Robert Price* Esquire) of the Sixth Part; in consideration of the Marriage then intended between the said *Frederick Charles Spencer* and *Mary Ann Spencer*, the said Manor or Lordship or reputed Manor or Lordship of *North Weston*, and the said several Messuages, Farms, Lands, and Hereditaments situate at *North Weston* or in the Parish of *Thame* aforesaid, other than or besides the Hereditaments which had then been sold to *Thomas Hedges* and *William Hedges*, and other than or besides Two Pieces or Parcels of Ground commonly called or known by the Names of *Little Muss Furlong* or *Lower Muss Furlong* and the *Ham*, containing respectively Twenty-one Acres Two Roods and Ten Perches, and Fifty Acres, or thereabouts, with the Appurtenances, were appointed by the said *John Spencer* under his Power in the said lastly herein-before recited Indenture, and as well the same Manor and Estate other than as last aforesaid, as also the said Manor or Lordship or reputed Manor or Lordship of *Whitfield* (otherwise *Wheatfield*), and the Messuages, Farms, Lands, Tenements, and Hereditaments of the said *John Spencer* and *Frederick Charles Spencer*, situate and being in the Parishes of *Whitfield* (otherwise *Wheatfield*) aforesaid and *Stoke* and *South Weston*,

Weston, or One of them, in the said County of *Oxford*, and also the said Advowson of the Rectory of *Wheatfield*, were respectively conveyed by the said *John Spencer* and *Frederick Charles Spencer*, from and after the Solemnization of the said then intended Marriage, to the Use of the said *John Spencer* and his Assigns for his Life; with Remainder, from and after his Decease, to the Use of the said *Frederick Charles Spencer* and his Assigns for his Life; with Remainder, from and after his Decease, to the Use, Intent, and Purpose that the said *Mary Ann Spencer* (in case she should survive the said *Frederick Charles Spencer*) and her Assigns should and might, from and after his Decease, yearly receive and take during her natural Life, for her Jointure, and in lieu of her Dower and Thirds, One annual Sum or yearly Rent Charge of Three hundred Pounds, to be charged upon and issuing out of the said Manors and other Hereditaments thereby appointed and conveyed as aforesaid, and to be paid quarterly, with the usual Powers of Entry and Distress for recovering the same; and subject to the same Rent Charge, and the Powers and Remedies for enforcing Payment thereof, to the Use of the said *William Robert Spencer* and *William Lord Barrington*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon certain Trusts in the said now reciting Indenture of Release declared for better securing the Payment of the said last-mentioned yearly Rent Charge; and subject thereto, to the Use of the said *George Trevor Spencer* and *Sir Robert Price*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years thence next ensuing, without Impeachment of Waste, upon certain Trusts in the same Indenture declared for raising the Sum of Five thousand Pounds, with Interest at any Rate not exceeding Five Pounds *per Centum per Annum*, from the Decease of the said *Frederick Charles Spencer*, for the Child or Children of the said then intended Marriage other than and besides an eldest or only Son who by virtue of the Limitations therein contained should be for the Time being entitled to the said thereby settled Manors and other Hereditaments; and subject thereto and to the Trusts thereof, to the Use of the First and every other Son of the said *Frederick Charles Spencer* by the said *Mary Ann Spencer* severally and successively in Tail Male; with Remainder to the Use of the First and every other Son of the Body of the said *Frederick Charles Spencer* by any Woman or Women he might marry severally and successively in Tail Male; and for default of such Issue, then as, to, for, and concerning the said Manor of *North Weston* and other the Hereditaments situate, lying, and being in the Parish of *Thame* aforesaid, thereby appointed and conveyed as aforesaid, with the Appurtenances, to the Use of such Person or Persons, for such Estate or Estates, and in such Manner as the said *John Spencer* and *Frederick Charles Spencer* should by Deed appoint; and in default of and until such Appointment, and as to such Part of the Hereditaments as might not be therein comprised, to the Use of all and every the Daughter and Daughters of the said *John Spencer* in equal Shares as Tenants in Common in Tail General, with Cross Remainders between or among them in Tail General; with Remainder to the Use of all and every the Daughter and Daughters of the said *Frederick Charles Spencer* as well by the said then intended as any future Marriage or Marriages, in equal Shares as

[*Private.*]

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Tenants

Tenants in Common in Tail General, with Cross Remainders between or among them in Tail General; with Remainder to the Use of the Heirs of the Body of the said *John Spencer* in Tail General; and in default of such Issue to the Use of the said *John Spencer*, his Heirs and Assigns, for ever; and as to the said Manor of *Whitfield* (otherwise *Wheatfield*) and the said other Hereditaments in *Whitfield* (otherwise *Wheatfield*) and *Stoke* and *South Weston*, or One of them, and the said Advowson of the Rectory of *Wheatfield*, to the Use of all and every the Daughter and Daughters of the said *Frederick Charles Spencer*, in equal Shares as Tenants in Common in Tail General, with Cross Remainders between or among them in Tail General; with Remainder to the Use of the Heirs of the Body of the said *Frederick Charles Spencer* in Tail General; with Remainder to the Use of the said *Frederick Charles Spencer*, his Heirs and Assigns for ever: And whereas a Marriage between the said *Frederick Charles Spencer* and *Mary Ann Bernard Morland* was, on or about the Sixth Day of *October* One thousand eight hundred and twenty-three, duly had and solemnized: And whereas, by virtue of the said lastly recited Indenture of Release and Settlement, and of a Fine levied in pursuance thereof by the said *John Spencer*, and of other Indentures of Lease and Release bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *October* One thousand eight hundred and twenty-four, the Release being made between the said *Francis Almaric* Lord *Churchill*, *James* Lord *Gambier*, Sir *Francis Bernard Morland* (then *Francis Bernard Morland* Esquire), and the said *Thomas Tyringham Bernard*, of the First Part; the said *John Spencer* of the Second Part; the said *Frederick Charles Spencer* of the Third Part; *Thomas Trevor Mather* Gentleman of the Fourth Part; and *James Quilter* Gentleman of the Fifth Part; and by virtue of a Common Recovery suffered in pursuance of the same Indentures, certain Lands, Tenements, and Hereditaments enclosed, called *Marsley Park* or the *Park of Marsby* otherwise *Marley Park* otherwise *Holt Park*, in the Lordship of *Bromfield* in the County of *Denbigh*, containing by Estimation Six hundred and twenty-five Acres Three Roods and Four Perches, more or less; and all that House or Lodge called "The Lodge," and One small Messuage not in the said Park or enclosed Premises; and all and singular other the Messuages or Farms, Lands, Tenements, and Hereditaments, whatsoever and wheresoever, in and by the last Will and Testament of *Richard Trevor*, formerly of the Parish of *Saint James, Westminster*, in the County of *Middlesex*, Esquire, deceased, devised to the said *John Spencer* in Tail Male in Remainder, as in the said Will and the now reciting Indenture is mentioned, with the Appurtenances, were settled and assured to the Uses, upon the Trusts, and for the Intents and Purposes, and subject to the Powers, Provisoos, Limitations, Declarations, and Agreements in and by the said Indenture of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three limited, declared, and contained of and concerning the Manor and Estate of *North Weston*, and other Hereditaments and Premises in the said Parish of *Thame*, appointed and conveyed as therein and herein-before mentioned, or such of them as were then subsisting; or as near thereto as might be, but not to double or increase the Jointures, Portions, or other Charges: And whereas the said *Frederick Charles*

Settlement,
28th and
29th Octo-
ber 1824.

Charles Spencer departed this Life intestate in the Month of *October* One thousand eight hundred and thirty-one: And whereas there was Issue of the Marriage of the said *Frederick Charles Spencer* with the said *Mary Ann Spencer* Three Children, and no more, namely, *Harriett Frances Spencer*, *Charles Vere Spencer*, and *George Bernard Spencer*; and the said *Charles Vere Spencer* is the Heir at Law and Heir of the Body of his said late Father, *Frederick Charles Spencer*, deceased: And whereas the said *John Spencer* departed this Life intestate on or about the Seventeenth Day of *December* One thousand eight hundred and thirty-one, leaving his Grandson, the said *Charles Vere Spencer*, his Heir at Law and the Heir of his Body, him surviving, and also leaving the said *Georgiana Elizabeth Spencer*, *Caroline Susannah Spencer*, and *Elizabeth Spencer*, his only Daughters, him surviving, and without having left Issue any other Daughter: And whereas by an Order of the High Court of Chancery, bearing Date the Twelfth Day of *June* One thousand eight hundred and thirty-three, made in a Cause then and there depending, in which the said *Charles Vere Spencer*, an Infant, by the said Sir *Francis Bernard Morland*, his Uncle and next Friend, is Plaintiff, and the said *Mary Ann Spencer* (therein by Mistake called *Mary Ann Bernard Spencer*), *John Forster*, *John Campbell Cameron*, *Henry Hallam*, *William Robert Spencer* (lately deceased), *George Trevor Spencer*, Sir *Robert Price* Baronet, *Georgiana Elizabeth Spencer* Spinster, *Lacy Rumsey* and *Elizabeth* his Wife, and *Lacy Henry Rumsey*, *Almaric Rumsey*, and *Caroline Rumsey*, Infants, by the said *Lacy Rumsey* their Guardian, *Nathaniel Rumsey*, *John Rumsey*, *Charles Antoine Martin* Vicomte de *Mentque* and *Caroline Susannah* his Wife, *Francis Almaric* Lord *Churchill*, and *William Keppell* Lord *Barrington*, are Defendants, it was (amongst other Things) ordered that it should be referred to the Master of the said Court in Rotation to inquire what Incumbrances there were affecting the Estates, Hereditaments, and Premises in the Pleadings in the said Cause mentioned, (being such of the Estates, Hereditaments, and Premises comprised in the said several herein-before recited Indentures as have not been sold or disposed of to the said *Thomas Hedges* and *William Hedges*), or any Part thereof, and in whom the same were then vested, and who were entitled to the same, and that he should state the Priorities of such Incumbrances, and should take an Account of what was due for Principal and Interest thereon respectively, and that the Receiver in the said Cause should pay and keep down the Interest of such Incumbrances, according to their respective Priorities, and that the said Master should inquire and state to the Court what Real Estates the said infant Plaintiff was seised of or entitled to in Fee Simple or as Tenant in Tail in Possession, and that he should distinguish the Estates whereof he should find him to be seised in Fee from the Estates whereto he should find the Plaintiff to be entitled as Tenant in Tail in Possession: And whereas *William Wingfield* Esquire, the Master to whom the said Cause stood referred, made his Report in the aforesaid Cause, bearing Date the Seventh Day of *February* One thousand eight hundred and thirty-five, whereby (after setting forth as or to the Effect or partly as or to the Effect herein-before recited) he certified that he found that under and by virtue of the several Instruments therein particularly

Order in
Chancery,
12th June
1833.

Master's
Report, 7th
February
1835.

particularly mentioned, and in part herein-before set forth, the said Sum of Three hundred Pounds (the remaining Part of the aforesaid Sum of Fifteen thousand three hundred Pounds), with Interest thereon at the Rate of Five Pounds *per Cent. per Annum*, from the Seventeenth Day of *December* One thousand eight hundred and thirty-one, was an Incumbrance on all the Estates in the County of *Oxford* in the Pleadings of the said Cause mentioned, (save and except the Advowson of the Rectory of *Wheatfield*, with the Appurtenances,) and was the First in Priority thereon; and he found that the same, and the Term of One thousand Years for securing the same, were vested in the said Defendants *John Forster* and *John Campbell Cameron*, who were entitled to the said Principal Sum of Three hundred Pounds, and Interest, as Trustees for the Estate of the said Lord *Charles Spencer* deceased; and he found that, under and by virtue of the before-recited Indentures of the Fourth and Fifth Days of *February* One thousand seven hundred and ninety, the Term of Five hundred Years thereby created for raising the Sum of Fifteen thousand Pounds for Portions of the younger Children of the said *John Spencer* deceased by the Lady *Elizabeth Spencer* his late Wife, deceased, was an Incumbrance on all the said Estates in the County of *Oxford*, and was the Second in Priority on all such Estates, save and except the aforesaid Advowson of *Wheatfield*, and was the First in Priority on such Advowson; and he found that, under and by virtue of certain Indentures dated respectively the Third and Fourth Days of *February* One thousand eight hundred and twenty-three, the said last-mentioned Term was vested in the said Defendant *Francis Almaric Lord Churchill*; and he found that, under and by virtue of a certain Deed Poll dated the Fifth Day of *February* One thousand eight hundred and twenty-three, the said Defendant *Georgiana Elizabeth Spencer*, as One of the Children of the Marriage of the said *John Spencer* and Lady *Elizabeth Spencer* (other than and except an eldest or only Son), was entitled to One Fourth Part of the said Sum of Fifteen thousand Pounds, with the Interest accruing thereon from the Seventeenth Day of *December* One thousand eight hundred and thirty-one (the Day of the Death of the said *John Spencer*); and he found that, under and by virtue of the lastly-mentioned Deed Poll, and a certain Indenture of Settlement bearing Date the Nineteenth Day of *April* One thousand eight hundred and twenty-three, made on the Marriage of the said Defendant *Elizabeth Rumsey* (One other of such Children) with the said Defendant *Lacy Rumsey*, the said Defendants *Francis Almaric Lord Churchill*, *John Campbell Cameron*, *Nathaniel Rumsey*, and *John Rumsey*, as surviving Trustees of such Settlement, were entitled to One other Fourth Part of the said last-mentioned Sum, with such Interest as aforesaid, to be held by them on the Trusts of the same Settlement; and he found, that, under and by virtue of the said lastly-mentioned Deed Poll, and a certain Indenture of Settlement bearing Date the Eleventh Day of *January* One thousand eight hundred and thirty, made on the Marriage of the said Defendant *Caroline Susannah Vicomtesse de Mentque* (One other of such Children) with the said Defendant *Charles Antoine Martin Vicomte de Mentque*, the said Defendants *Francis Almaric Lord Churchill* and *John Campbell Cameron*, as surviving Trustees of such Settlement, were entitled to One

other Fourth Part of the said lastly-mentioned Sum, with such Interest as aforesaid; and as to the remaining One Fourth Part of the said Sum of Fifteen thousand Pounds, with the Interest thereon from the said Seventeenth Day of *December* One thousand eight hundred and thirty-one, the said Master submitted to the Judgment of the said Court whether the said Defendant *Mary Ann Spencer*, as Administratrix of the said *Frederick Charles Spencer* deceased, or the said Defendants *Georgiana Elizabeth Spencer*, *Charles Antoine Martin* Vicomte de *Mentque* and *Caroline Susannah* his Wife, *Lacy Rumsey* and *Elizabeth* his Wife, and *Lacy Henry Rumsey*, *Almaric Rumsey*, and *Caroline Rumsey*, was or were entitled thereto; and he found that, under and by virtue of the before-recited Indentures dated the Fifth Day of *February* One thousand seven hundred and ninety, the First Day of *May* One thousand seven hundred and ninety-three, and certain Indentures of the Fifth Day of *November* One thousand seven hundred and ninety-three, and the First and Second Days of *September* One thousand eight hundred and twenty, the Term of One thousand two hundred Years, created by the said Indenture dated the First Day of *May* One thousand seven hundred and ninety-three, for securing the said Principal Sum of Three thousand Pounds and Interest, was an Incumbrance on all the said Estates in the County of *Oxford*, and was the Third in Priority on such Estates, save and except the said Advowson of *Wheatfield*, and was the Second in Priority on the said Advowson; and he found that such Term was then vested in the said Defendant *Henry Hallam*, and that the Parties entitled to the said Principal Sum of Three thousand Pounds were *Aubrey George Spencer*, *William Spencer*, *George Trevor Spencer*, and *Frederick William Spencer* (subject to the Life Interest of *Susannah Spencer*, Widow of the said *William Robert Spencer*, their Mother, therein); and he found that, under and by virtue of the before-recited Indentures of the Twenty-seventh and Twenty-eighth Days of *December* One thousand eight hundred and thirteen, and the Recovery suffered in pursuance thereof, and a certain Bond and an Indenture, both dated the Sixth Day of *May* One thousand eight hundred and fourteen, the Sum of Two thousand Pounds, with Interest thereon at the Rate of Five Pounds *per Cent. per Annum* from the Twenty-fifth Day of *December* One thousand eight hundred and nineteen, was an Incumbrance on the Manor and Estate of *Standhill*, Part of the aforesaid Estates in the County of *Oxford*, and was the Fourth in Priority thereon; and he found that the said Principal Sum, with such Interest as aforesaid, was vested in *Andrew Robert Drummond* Esquire, as sole Executor of *Andrew Berkeley Drummond* Esquire, the surviving Obligee of the said Bond, in Trust for *Henry Drummond* Esquire, as surviving Partner, as in the State of Facts and Charge of the said *Andrew Robert Drummond* and *Henry Drummond* mentioned; and he found that, under and by virtue of (among other Things stated in his said Report) an Indenture of Appointment and Demise dated the Eighteenth Day of *May* One thousand eight hundred and sixteen, a certain Term of One thousand Years created by the said Indenture dated the Eighteenth Day of *May* One thousand eight hundred and sixteen, and assigned by an Indenture dated the Twenty-sixth Day of *September* One thousand eight hundred and thirty-three, was an Incumbrance on the Manors and

[Private.]

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Estates

Estates of *Standhill* and *Tetsworth*, Part of the aforesaid Estates in the County of *Oxford*, and was the Fifth in Priority on the said Manor and Estate of *Standhill*, and the Fourth in Priority on the said Manor and Estate of *Tetsworth*; and he found that the said Term was vested in *Charles Tennant*, in the said Report named, who was entitled to receive the Principal Sum of Seventeen thousand five hundred and seventy-five Pounds, with Interest thereon at the Rate of Four Pounds Ten Shillings *per Cent. per Annum* from the Eighth Day of *April* One thousand eight hundred and thirty-three, secured or intended to be secured thereby; and he found that under and by virtue of the before-recited Indentures of the Twenty-ninth and Thirtieth Days of *August* One thousand eight hundred and twenty-three the Term of Ninety-nine Years, thereby created for securing a Jointure Annuity of Three hundred Pounds to the said *Mary Ann Spencer*, was, together with the said Jointure Annuity, an Incumbrance on the said Manors and Estates of *North Weston* and *Wheatfield*, and the Advowson of the Rectory of *Wheatfield*, Part of the aforesaid Estates in the County of *Oxford*, and also on the said Estate in the County of *Denbigh*, in the Pleadings of the said Cause mentioned, and was the Fourth in Priority on the said first-mentioned Manors and Estates, and the Third in Priority on the said Advowson and the Estate in the County of *Denbigh*; and he found that the said Term was vested in the said Defendant *William Keppell Lord Barrington*, who had survived the late Defendant *William Robert Spencer* his Co-trustee, and that the said Defendant *Mary Ann Spencer* was entitled to the said Jointure Annuity; and he found that, under and by virtue of the said Indentures of the Twenty-ninth and Thirtieth Days of *August* One thousand eight hundred and twenty-three, the Term of Five hundred Years, thereby created for raising a Sum of Five thousand Pounds for the Portions of the younger Children of the Marriage of the said *Frederick Charles Spencer* and *Mary Ann Spencer*, was an Incumbrance on the aforesaid Manors and Estates of *North Weston* and *Wheatfield*, and the said Advowson of the Rectory of *Wheatfield*, and the said Estate in the County of *Denbigh*, and was the Fifth in Priority on the said first-mentioned Manors and Estates, and the Fourth in Priority on the said Advowson and the said Estate in the County of *Denbigh*; and he found that the said Term was vested in the said Defendants *George Trevor Spencer* and *Sir Robert Price*, and that *Harriet Frances Spencer* and *George Bernard Spencer* (the only younger Children of the Marriage of the said *Frederick Charles Spencer* and *Mary Ann Spencer*) were entitled to the aforesaid Sum of Five thousand Pounds in equal Shares and Proportions, subject, as to the said *Harriet Frances Spencer*, to the Contingency of her dying under the Age of Twenty-one Years without being or having been married, and subject as to the said *George Bernard Spencer* to the Contingency of his dying under that Age, or becoming an eldest or only Son within the Meaning of the said Indenture of Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three; and he found that, under and by virtue of a certain Indenture of the Twenty-fourth Day of *February* One thousand eight hundred and six, and a Judgment entered up in pursuance thereof, and an Indenture of the
Twelfth

Twelfth Day of *March* One thousand eight hundred and twenty-seven, severally set forth in the now reciting Report, the Arrear of an Annuity of One hundred and twenty Pounds (granted as therein mentioned, and assigned to the said *Frederick Charles Spencer*) from the Twenty-fourth Day of *August* One thousand eight hundred and thirty-three to the Twenty-third Day of *October* One thousand eight hundred and thirty-four, the Day of the Decease of the said *William Robert Spencer* (when the said Annuity ceased), was an Incumbrance on the aforesaid Estate in the County of *Denbigh*, and was the First in Priority thereon; and he found that the Defendant *Mary Ann Spencer* was entitled to such Arrear as Administratrix of the said *Frederick Charles Spencer*; and he found that, under and by virtue of a certain Indenture dated the Twenty-sixth Day of *August* One thousand eight hundred and twenty-two, stated in the said Report, a Term of One thousand Years, created thereby for securing the Principal Sum of Three hundred and fifty Pounds and Interest, was an Incumbrance on the aforesaid Estate in the County of *Denbigh*, and was the second in Priority thereon; and he found that the said last-mentioned Term was vested in the said Defendant *John Campbell Cameron*, who was entitled to the Principal Sum of Two hundred and seventeen Pounds Ten Shillings and Three-pence, and Interest then remaining due thereon; and the said Master certified, that he did not find that there were any other Incumbrances affecting the said Estates, Hereditaments, and Premises, or any Part thereof; and he certified that, having proceeded, pursuant to the said Order, to take an Account of what was due for Principal and Interest on the said several Incumbrances so proved before him as aforesaid, he found that on the said Incumbrance so vested in the said Defendants *John Forster* and *John Campbell Cameron* as aforesaid there was due for Principal the Sum of Three hundred Pounds, and for Interest thereon after the Rate of Five Pounds *per Cent. per Annum*, computed from the aforesaid Seventeenth Day of *December* One thousand eight hundred and thirty-one to the Seventh Day of *February* One thousand eight hundred and thirty-five (the Date of the said Master's Report), the Sum of Forty-seven Pounds Two Shillings and Eight-pence; and he found that on the said Incumbrance so vested in the said Defendant *Francis Almaric Lord Churchill* as aforesaid there was due for Principal the Sum of Fifteen thousand Pounds, and for Interest thereon after the Rate of Five Pounds *per Cent. per Annum*, computed from the aforesaid Seventeenth Day of *December* One thousand eight hundred and thirty-one to the said Seventh Day of *February* One thousand eight hundred and thirty-five (after giving Credit for a Sum of Six hundred Pounds paid on account of such Interest as therein-before stated), the Sum of One thousand seven hundred and fifty-six Pounds Seventeen Shillings; and he found that on the said Incumbrance so vested in the said Defendant *Henry Hallam* as aforesaid there was due for Principal the Sum of Three thousand Pounds, and for Interest thereon after the Rate of Five Pounds *per Cent. per Annum*, computed from the aforesaid Seventeenth Day of *December* One thousand eight hundred and thirty-one to the said Seventh Day of *February* One thousand eight hundred and thirty-five (after giving Credit for a Sum of Ninety-four Pounds and Six-

pence

pence paid on account of such Interest as therein-before stated), the Sum of Three hundred and seventy-seven Pounds Seven Shillings; and he found that on the said Incumbrance so vested in the said *Andrew Robert Drummond* as aforesaid there was due for Principal the Sum of Two thousand Pounds, and for Interest thereon after the Rate of Five Pounds *per Cent. per Annum*, computed from the aforesaid Twenty-fifth Day of *December* One thousand eight hundred and nineteen to the said Seventh Day of *February* One thousand eight hundred and thirty-five, the Sum of One thousand five hundred and twelve Pounds One Shilling and One Penny; and he found that on the said Incumbrance so vested in the said *Charles Tennant* as aforesaid there was due for Principal the Sum of Seventeen thousand five hundred and seventy-five Pounds, and for Interest thereon after the Rate of Four Pounds Ten Shillings *per Cent. per Annum*, computed from the aforesaid Eighth Day of *April* One thousand eight hundred and thirty-three to the said Seventh Day of *February* One thousand eight hundred and thirty-five, the Sum of One thousand four hundred and fifty-one Pounds Fourteen Shillings and Ten-pence; and he found that there was due to the said Defendant *Mary Ann Spencer*, for Arrears of her said Jointure Annuity of Three hundred Pounds secured to her by the said Term of Ninety-nine Years so vested in the said Defendant *William Keppell Lord Barrington*, as therein and herein-before stated, computed from *Michaelmas* One thousand eight hundred and thirty-three (to which Time he found it had been paid as therein-before stated) to the Twenty-fifth Day of *December* One thousand eight hundred and thirty-four, being the last quarterly Day of Payment of such Jointure preceding the Date of the said now reciting Report, the Sum of Three hundred and seventy-five Pounds; and he found that on the said Incumbrance so vested in the said Defendants *George Trevor Spencer* and *Sir Robert Price* as aforesaid there was due for Principal the Sum of Five thousand Pounds, and for Interest thereon after the Rate of Five Pounds *per Cent. per Annum*, computed from the therein aforesaid Second Day of *October* One thousand eight hundred and thirty-one to the said Seventh Day of *February* One thousand eight hundred and thirty-five, the Sum of Eight hundred and thirty-seven Pounds Thirteen Shillings and Five-pence; and he found that on the said Incumbrance so vested in the said Defendant *Mary Ann Spencer* as aforesaid there was due the aforesaid Sum of One hundred and forty Pounds for Arrears of the before-mentioned Annuity of One hundred and twenty Pounds, computed from the aforesaid Twenty-fourth Day of *August* One thousand eight hundred and thirty-three to the aforesaid Twenty-third Day of *October* One thousand eight hundred and thirty-four, when the said Annuity ceased, as therein-before stated; and he found that on the said Incumbrance so vested in the said Defendant *John Campbell Cameron* as aforesaid there was due for Principal the Sum of Two hundred and seventeen Pounds Ten Shillings and Three-pence, and for Interest thereon after the Rate of Five Pounds *per Cent. per Annum*, computed from the Twenty-sixth Day of *February* One thousand eight hundred and thirty-four to the said Seventh Day of *February* One thousand eight hundred and thirty-five, the Sum of Ten Pounds Six Shillings and Sixpence;

and as to the Direction in the said Order that he should inquire what Real Estates the infant Plaintiff was seised of or entitled unto in Fee Simple or as Tenant in Tail in Possession, and that he should distinguish the Estates whereof he should find him to be seised in Fee from the Estates whereto he should find him to be entitled as Tenant in Tail in Possession, the said Master certified that, having proceeded to make the said Inquiry, he had distinguished the same Estates in the Manner therein mentioned, being to the Effect herein-after stated, except as to the said Two Pieces or Parcels of Ground commonly called or known by the Name of *Little Muss Furlong* or *Lower Muss Furlong* and the *Ham*, containing respectively Twenty-one Acres Two Roods and Ten Perches, and Fifty Acres, or thereabouts, which the said Master included among the settled Estates of the said infant Plaintiff, but which upon Reference to the said Indenture of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three, appear not to be included therein, and are therefore Part of the said infant Plaintiff's unsettled Estates: And whereas by an Order of the said Court of Chancery, made in the aforesaid Cause on the Eighteenth Day of *February* One thousand eight hundred and thirty-five, it was ordered that the said Master's Report of the Seventh Day of *February* then instant should be confirmed, and that it should be referred to the said Master (among other Things) to consider and state to the Court whether it would be fit and proper, and for the Benefit of the said infant Plaintiff *Charles Vere Spencer*, that the Real Estates whereof the said infant Plaintiff was by the Master's said Report certified to be seised in Fee, and the Real Estates whereto the said infant Plaintiff was by the same Report certified to be entitled as Tenant in Tail in Possession, or any and which of them, should be sold for the Purpose of paying off and discharging the several Incumbrances by the said Report certified to affect the same Estates respectively, and the Arrears of Interest due on such several Incumbrances; and if the said Master should be of opinion that it would be fit and proper and for the Benefit of the said infant Plaintiff that the said Real Estates of the said infant Plaintiff, or any of them, should be sold, then it was ordered that the said Master should consider and state to the Court whether it would be fit and proper, and for the Benefit of the said infant Plaintiff, that Application should be made to Parliament for an Act for vesting the said Real Estates of the said infant Plaintiff, or such of them as the said Master should consider it fit and proper should be sold, in Trustees for selling the same, with the Approbation of the said Court: And whereas the said Master, pursuant to the said lastly-recited Order, made his Report in the said Cause, bearing Date the Twenty-seventh Day of *March* One thousand eight hundred and thirty-five, whereby he certified (amongst other Things) that he found that the Principal Monies by his said Report of the Seventh Day of *February* then last certified to be due upon the several Incumbrances therein mentioned, and affecting the said infant Plaintiff's Real Estates (exclusive of the Jointure Annuity of Three hundred Pounds to the said *Mary Ann Spencer*), amounted to Forty-three thousand and ninety-two Pounds Ten Shillings and Three-pence, and that the Arrears of Interest in respect thereof, and of the said Jointure Annuity of Three hundred Pounds, then remaining

Order in
Chancery,
18th February
1835.

Master's
Report, 27th
March 1835.

[Private.]

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due, amounted to Six thousand five hundred Pounds and upwards, making a Total of Forty-nine thousand five hundred and ninety-two Pounds Ten Shillings and Three-pence, and upwards; and he found that the said infant Plaintiff's Real Estates were let to yearly Tenants at annual Rents amounting altogether to Two thousand eight hundred and ninety-five Pounds, subject to several Deductions therefrom in respect of Payments for the Tithes of the *Wheatfield* Estate, and of the Repairs of all the said Estates, and of the Expences of the Receivership and Management, amounting to Six hundred and forty-eight Pounds Ten Shillings, or thereabouts, which, being deducted from the said Two thousand eight hundred and ninety-five Pounds, left a net annual Rental arising from the said Estates of Two thousand two hundred and forty-six Pounds Ten Shillings, or thereabouts; and he found that the annual Interest of the several Incumbrances mentioned in his said Report, and the said Jointure Annuity of Three hundred Pounds to the said *Mary Ann Spencer*, amounted together to Two thousand three hundred and sixteen Pounds Fifteen Shillings, exceeding the net Rental of the said infant Plaintiff's Real Estates by the Sum of Seventy Pounds Five Shillings, or thereabouts; and he found that there was no adequate Fund, either for the Payment of the aforesaid Arrears of Interest of the said Incumbrances and of the aforesaid Arrears of the said Jointure Annuity, or for keeping down the growing Payments of the said Interest and Jointure Annuity respectively, and that there was not any Fund for the Maintenance of the said infant Plaintiff; and after stating the Estates whereof the said infant Plaintiff was seised in Fee, and the Real Estates whereto the said infant Plaintiff was entitled as Tenant in Tail in Possession, he certified that he found by an Affidavit of *Richard Peyton* of *Cook's Court, Carey Street*, in the County of *Middlesex*, Land Surveyor and Estate Agent, made in the aforesaid Cause, sworn the Twenty-fourth Day of *March* One thousand eight hundred and thirty-five, he made Oath (among other Things) that he well knew the Estates in question in the aforesaid Cause, and that he had so known the same respectively for the Space of Twenty-five Years then last past, and that he the said *Richard Peyton* was of opinion that the said several Estates would, if now sold, realize the following Sums; (that is to say,) *Standhill*, Sixteen thousand one hundred and eighty-four Pounds; *Tetsworth*, Twelve thousand two hundred and fifty-seven Pounds; *North Weston*, Nineteen thousand two hundred and sixty-four Pounds; *Wheatfield* (exclusive of the Advowson), Sixteen thousand and eighty-six Pounds, and the Estate in the County of *Denbigh*, Eleven thousand six hundred and forty Pounds, making a Total of Seventy-five thousand four hundred and thirty-one Pounds; and the said Master certified, that, upon Consideration of a Proposal submitted to him on behalf of the said infant Plaintiff, and of the several Matters in his said now reciting Report mentioned, he the said Master was of opinion that it would be fit and proper, and for the Benefit of the said infant Plaintiff, that the Real Estates whereof he was by the said Master's Report made in the said Cause, bearing Date the Seventh Day of *February* One thousand eight hundred and thirty-five, certified (as herein-before mentioned) to be seised in Fee, and the Real Estates whereto he was by the same Report certified

certified (as also herein-before mentioned) to be entitled as Tenant in Tail in Possession, or competent Parts thereof, should be sold for the Purpose of paying off and discharging the several Incumbrances by his said Report certified to affect the same Estates respectively, and the Arrears of Interest due on such several Incumbrances, in order thereby to leave from the Rents and Profits of such Parts of the said Estates as might not be necessary to be sold, or to provide by the Interest of any surplus Monies which might arise from the Sale of the said Estates, an Income that might be applicable to his Maintenance during his Minority; and the said Master thereby certified, that he was therefore of opinion that it would be fit and proper, and for the Benefit of the said infant Plaintiff, that Application should be made to Parliament for an Act for vesting all his said settled and unsettled Estates in the said Counties of *Oxford* and *Denbigh* in Trustees, in Fee Simple, subject and without Prejudice to the therein and herein aforesaid Charges thereon, and the several Terms of Years for securing the same, upon Trust for Sale thereof or of competent Parts thereof respectively, for the Purpose of paying off and discharging the said several Principal Sums charged thereon respectively as aforesaid, and the Arrears of Interest so reported due thereon as aforesaid, or such of the same Principal Sums and Arrears of Interest as the Parties entitled to the same respectively should be desirous to receive, or to give to Trustees sufficient Powers to sell, dispose of, and convey the same Estates respectively, or competent Parts thereof respectively, in Fee Simple (but subject and without Prejudice as last aforesaid), for the Purposes last aforesaid, so that in either Case such Sales should be made with the Approbation of the said Court of Chancery, to be from Time to Time obtained for such Purpose, with Directions in such proposed Act to be contained for laying out the Surplus (if any) of the Monies to arise from such Sales (after paying the Incumbrances and Arrears of Interest and Expences), under the Sanction of the said Court, in the Purchase of other Estates, to be settled to the same Uses as the Estates from the Sale of which such Surplus should arise, and for investing such Surplus in the meantime in Parliamentary Stocks or Funds, or Government or Real Securities; and he also certified that he was of opinion that it would be fit and proper, and for the Benefit of the said infant Plaintiff, that, for the Purpose of facilitating the Sales of the said Estates, or of such Parts thereof as might be necessary or proper to be sold as aforesaid, sufficient Powers should be inserted in the said proposed Act of Parliament for enabling the said *John Forster* and *John Campbell Cameron*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Sum of Three hundred Pounds charged on the said *North Weston, Wheatfield, Standhill, and Tetsworth* Estates, and the Interest thereof, and the respective Trustees or Trustee for the Time being of the respective Terms of Years for raising the said several Sums of Fifteen thousand Pounds, Three thousand Pounds, and Five thousand Pounds, for Portions as aforesaid, and the Interest thereof, under the Direction of the said Court, to join and concur in the Sale of any of the Estates comprised in such Terms respectively, or any Part or Parts thereof, discharged of such Sums and the Interest thereof, and also for enabling the said *Mary Ann Spencer* or her Assigns to join in the Sale and
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Conveyance of any of the said Estates free from her said Jointure Annuity of Three hundred Pounds, without Prejudice to her Rights and Remedies for the Recovery of the same out of any other Part or Parts of the said Estates; and that inasmuch as the said infant Plaintiff's said settled Estate of *Wheatfield* had long been the Place of Residence of his Ancestors, and as the Advowson of the Rectory of *Wheatfield* formed Part of the same Estate, he the said Master was of opinion that it would be fit and proper, and for the Benefit of the said infant Plaintiff, that the said *Wheatfield* Estate should be preserved entire, as far as might be, from any Sales to be made for discharging the aforesaid Incumbrances, instead of having detached Portions of the said several Estates preserved for him, after selling sufficient of the same Estates to pay off the said several Incumbrances charged thereon respectively, and the Arrears of Interest due on such several Incumbrances, and the Expences attending the same; and the said Master also certified that he was of opinion that, in order as far as might be to preserve the said *Wheatfield* Estate, it would be fit and proper, and for the Benefit of the said infant Plaintiff, that the Trustees of such proposed Act of Parliament should be authorized, under the Direction of the said Court, to sell the Whole of the said unsettled Estates of *Standhill* and *Tetsworth*, and the Whole or any Part or Parts of the said *North Weston* and *Denbigh* Estates, not only for the Purpose of paying off the several Principal Sums and the Arrears of Interest, or the proportionate Parts thereof charged thereon respectively, or which the same respectively ought to bear, and the Expences of the same, but also for the Purpose of paying off such Proportions of the same Sums and Interest as ought to be raised and paid out of the said *Wheatfield* Estate and the Expences of the same; and that the Trustees of such Act should be directed, under the Sanction of the said Court, to settle an equivalent Portion of the said *Wheatfield* Estate to the same Uses as the *North Weston* and *Denbigh* Estates then stood settled, in lieu of or satisfaction for so much (if any) of the same Estates, or either of them, which should be sold for the Purpose of paying off such Proportions of the same Sums, and Interest and Expences, as ought to be raised and paid out of the said *Wheatfield* Estate: And whereas by an Order of the said Court of Chancery made in the aforesaid Cause on the Twenty-eighth Day of *March* One thousand eight hundred and thirty-five the said Report of the said Master of the Twenty-seventh Day of the same Month of *March* was confirmed, and it was thereby ordered that the said infant Plaintiff, by or together with such Person or Persons as should be necessary and proper, should be at liberty to apply to Parliament for an Act for the several Purposes and with the several Powers and Provisions in the said last-recited Report mentioned or referred to as being fit and proper, and with such other Powers and Provisions as might be thought necessary and proper to be inserted therein: And whereas by an Order of the said Court of Chancery made in the aforesaid Cause on the Fifth Day of *June* One thousand eight hundred and thirty-five it was ordered, that the said *Mary Ann Spencer* should be appointed Guardian of her infant Children the said *Charles Vere Spencer*, *George Bernard Spencer*, and *Harriett Frances Spencer*, for the Purpose of consenting on their Behalves to this present Act: And whereas the Estates of or to which the said infant

Order in
Chancery,
28th March
1835.

Order in
Chancery,
5th June
1835.

infant Plaintiff *Charles Vere Spencer* is seised or entitled in Fee Simple, being the said *Standhill* and *Tetsworth* Estates, and the said Two Pieces or Parcels of Ground situate at *North Weston* aforesaid, respectively called *Little Muss Furlong* or *Lower Muss Furlong* and the *Ham*, and which are in this Act called the unsettled Estates of the said infant Plaintiff, are or are intended to be comprised or specified in the Schedule hereunto annexed entitled the First Schedule, and the same are now let at the annual Rents mentioned in the same Schedule; and the Estates of or to which the said infant Plaintiff *Charles Vere Spencer* is seised or entitled as Tenant in Tail in Possession under the said recited Indentures of Lease and Release and Settlement of the Twenty-ninth and Thirtieth Days of *August* One thousand eight hundred and twenty-three, and the Twenty-eighth and Twenty-ninth Days of *October* One thousand eight hundred and twenty-four, being the said *Wheatfield* and *North Weston* Estates, other than the said Two Pieces or Parcels of Ground in *North Weston* aforesaid called *Little Muss Furlong* or *Lower Muss Furlong* and the *Ham*, and the said Estate in the County of *Denbigh*, and which are in this Act called the settled Estates of the said infant Plaintiff, are or are intended to be comprised or specified in the Schedule hereunto annexed entitled the Second Schedule, and the same are now let at the annual Rents mentioned in the same Schedule: And whereas, under the Circumstances herein-before mentioned, and for the Reasons stated in the said Master's said Report bearing Date the Twenty-seventh Day of *March* One thousand eight hundred and thirty-five, it will be for the Advantage, not only of the said infant Plaintiff *Charles Vere Spencer*, but also of the several Persons who are respectively Incumbrancers on the said several Estates respectively situate in the said Counties of *Oxford* and *Denbigh*, who are or may be desirous of having their respective Incumbrances paid off and satisfied, that the said several settled and unsettled Estates of the said infant Plaintiff should be vested in Trustees for the Purpose of selling and disposing of the same Estates, or sufficient Parts thereof, with the Approbation of the said Court of Chancery, in such Manner as may be thought best and most advantageous for paying off and satisfying the several Incumbrances upon or affecting the same Estates respectively, or such of them as the respective Incumbrancers shall or may be desirous of having paid off and satisfied, and for laying out the Surplus of the Monies arising from such Sales, after paying the Incumbrances and Arrears of Interest and Expences, under the Sanction of the said Court of Chancery, in the Purchase of other Estates, to be settled to the same Uses as the Estates from the Sale of which such Surplus shall arise, and for investing such Surplus in the meantime in Parliamentary Stocks or Funds, or Government or Real Securities, and to give such Powers to the said Court of Chancery for facilitating such Sales and Discharge of Incumbrances as aforesaid, and to make such Provision for preserving as far as may be the said *Wheatfield* Estate entire and unsold, and such other Powers as are herein-after expressed and contained: But inasmuch as the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament, therefore Your Majesty's most dutiful and loyal Subjects, the said *Mary Ann Spencer*, on behalf of herself and her said infant Children *Charles Vere Spencer*, *George Bernard Spencer*, and

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Harriett

Manors and Estates herein described vested in Trustees upon Trust for Sale under the Direction of the Court of Chancery.

Harriett Frances Spencer; and the said Sir *Francis Bernard Morland*, on behalf of the said infant Plaintiff the said *Charles Vere Spencer*; and the said *Georgiana Elizabeth Spencer*, *Lacy Rumsey* and *Elizabeth* his Wife, and *Charles Antoine Martin* Vicomte de *Mentque* and *Caroline Susannah* Vicomtesse de *Mentque*, in compliance with the said Orders of the said High Court of Chancery, do 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 the Manors or Lordships or reputed Manors or Lordships of *Standhill* and *Tetsworth* in the said County of *Oxford*, and all and singular the Messuages, Farms, Lands, Tithes, Tenements, Fisheries, and Hereditaments situate, lying, and being or arising respectively in the Parishes, Towns, Vills, Places, Liberties, and Precincts of *Standell* otherwise *Standelf* otherwise *Standhill*, and *Pirton*, and *Tetsworth* otherwise *Tettesworth* otherwise *Wynbush* otherwise *Wyndbush*, and *Moreton*, comprised or intended to be comprised in the First Schedule hereunto annexed; and also the said Two Pieces or Parcels of Ground situate in the same County, called or known by the respective Names of *Little Muss Furlong* or *Lower Muss Furlong* and the *Ham*, situate and being at *North Weston* in the Parish of *Thame* aforesaid, and which are also comprised or intended to be comprised in the said First Schedule; and also all other the Messuages, Lands, Tenements, and Hereditaments in the said County of *Oxford* of which the said infant Plaintiff is seised in Fee Simple, not comprised in the said Indenture of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three, (being the Estates in this Act called the unsettled Estates of the said infant Plaintiff,) together with all and every the Rights, Royalties, Members, and Appurtenances thereto belonging or in anywise appertaining; and also the Manors or Lordships or reputed Manors or Lordships of *North Weston* and *Whitfield* otherwise *Wheatfield* in the said County of *Oxford*, and the said Advowson of the Rectory of *Wheatfield*, and all and singular the Messuages, Farms, Lands, Tithes, Tenements, Fisheries, and Hereditaments situate, lying, and being or arising at or in *North Weston* aforesaid, and in the said Parishes of *Whitfield* otherwise *Wheatfield*, *Stoke*, and *South Weston*, or some or One of them, comprised or intended to be comprised in the Second Schedule hereunto annexed, and all other the Messuages, Lands, Tenements, and Hereditaments comprised in the said herein-before recited Indenture of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three; and also the said Messuages, Lands, Tenements, and Hereditaments situate in the said County of *Denbigh*, also comprised or intended to be comprised in the said Second Schedule, and all other the Messuages, Lands, Tenements, and Hereditaments comprised in the said herein-before recited Indenture of Release and Settlement of the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four (being respectively the Estates in this Act called the settled Estates of the said infant Plaintiff), together with all and every the Rights, Members, and Appurtenances thereunto respectively belonging or in anywise appertaining, and the Reversion
and

and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof and of every Part thereof, shall from and immediately after the passing of this Act be and the same are hereby henceforth vested in the Reverend *Edward Fanshaw Glanville* of *Exeter College, Oxford*, Master of Arts, and *Samuel Turner* of *Gray's Inn* in the County of *Middlesex*, Barrister at Law, their Heirs and Assigns, to the Use of them the said *Edward Fanshaw Glanville* and *Samuel Turner*, their Heirs and Assigns, for ever; and as to such of the said Manors and other Hereditaments as are comprised in the said herein-before in part recited Indentures of Lease and Release and Settlement of the Twenty-ninth and Thirtieth Days of *August* One thousand eight hundred and twenty-three, and the Twenty-eighth and Twenty-ninth Days of *October* One thousand eight hundred and twenty-four, with their Appurtenances, freed and discharged of and from such of the Uses, Trusts, Limitations, Powers, Provisoos, and Declarations in and by the same Indentures respectively limited, expressed, declared, and contained of and concerning the same several Manors and other Hereditaments respectively as immediately before the passing of this Act were subsisting undetermined and capable of taking effect, save and except such of the same Uses, Trusts, Limitations, Powers, Provisoos, and Declarations as were prior to or had Precedence of the Estate or Estates in Tail Male of the said infant Plaintiff *Charles Vere Spencer*, but subject nevertheless and without Prejudice, as to all the said Manors and other Hereditaments, to the said several Mortgages, Portions, Jointure Rent Charge, Terms of Years, and Incumbrances mentioned in the said recited Report of the said Master of the Seventh Day of *February* now last past, as then subsisting as aforesaid, and the Interest now due and to grow due on such Mortgages, Portions, and Incumbrances, and the Arrears and growing Payments of such Rent Charge, so far as the same respectively do or may affect the Hereditaments respectively hereby vested as aforesaid, or any Part or Parts thereof, but not further or otherwise, upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoos, Directions, and Declarations herein-after expressed, declared, and contained of and concerning the same; (that is to say,) upon Trust that they the said *Edward Fanshaw Glanville* and *Samuel Turner*, and the Survivor of them, and the Heirs or Assigns of such Survivor, under the Direction or with the Approbation of the High Court of Chancery, to be given by One or more Order or Orders, to be made in a summary Way, on Petition to be presented by or on behalf of the said *Charles Vere Spencer*, his Heirs or Assigns, as to the unsettled Parts of the said Manors and Hereditaments, and by or on behalf of the said *Charles Vere Spencer*, or the Person or Persons who for the Time being would if this Act had not been passed have been entitled to the First Estate of Freehold under the Limitations of the said Indentures of Release of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four, as to such Parts of the said Manors and Hereditaments as are comprised in the same Indentures respectively for that Purpose, shall and do sell and dispose of the said Manors or Lordships or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements,

On Payment
of Purchase
Money in
manner after
mentioned
Estates to be
conveyed.

ments, Tithes, Fisheries, Hereditaments, and Premises by this Act vested as aforesaid, or any of them, or any Part or Parts thereof, either by public Auction or private Contract, unto any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof, for the best Price or Prices that can be reasonably obtained for the same, with Power to buy in the same Hereditaments or any Part or Parts thereof at any such Auction or Auctions, and to relinquish or rescind any Contract or Contracts for the Sale of the same Hereditaments or any Part or Parts thereof; and on Payment in manner herein-after mentioned of the Purchase Money or Purchase Monies for which the same or any of them, or any Part or Parts thereof, shall be sold, shall and do convey the same unto or to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint.

Direction
for Payment
of Purchase
Money.

II. And be it further enacted, That the Purchaser or Purchasers of the said Manors, Advowson, Hereditaments, and Premises by this Act vested as aforesaid, or any of them, or any Part or Parts thereof, shall pay the Sum or Sums of Money agreed to be by him, her, or them respectively paid under the Authority of this Act, or so much thereof as he, she, or they shall not, by the Direction of the said *Edward Fanshaw Glanvill* and *Samuel Turner*, or the Survivor of them, or the Heirs of such Survivor, or the Direction of the said Court of Chancery, pay or apply in or towards Discharge of the Principal Money secured by the said now subsisting Mortgages and other Charges mentioned in the said Third Schedule hereunto annexed, or some of them, or some Part or Parts thereof, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to an Account or Accounts there to the Credit of the said Cause "*Spencer against Spencer, ex parte the Purchasers of the Estates of Charles Vere Spencer, an Infant,*" or otherwise, as may be found convenient, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, intituled *An Act for better securing the Monies and Effects of the Suitors of the Court of Chancery, and to prevent the counterfeiting of East India Bonds and Indorsements thereon, as likewise Indorsements on South Sea Bonds*, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, intituled *An Act to empower the High Court of Chancery to lay out upon proper Securities any Monies, not exceeding a Sum therein limited, out of the common and general Cash in the Bank of England belonging to the Suitors of the said Court, for the Ease of the said Suitors, by applying the Interest arising therefrom for answering the Charges of the Office of the Accountant General of the said Court.*

12 G.1. c.32.

12 G.2. c.24.

Certificates
of Account-
ant General
and Receipts
of Cashier
of the Bank
to be suffi-
cient Dis-
charges.

III. And be it further enacted, That such Payments as shall be so made in or towards Discharge of such Mortgages and Portions, or any or either of them, shall be and be deemed to be good Payments, and also that the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be therewith filed in the Register Office of the said Court of Chancery, of such Payment into the Bank as aforesaid,

or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers respectively, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for his, her, or their Purchase or Consideration Money, or so much thereof respectively as therein respectively shall be expressed to have been paid, and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns respectively, shall not afterwards be liable to see to the Application of such Monies, nor be answerable or accountable for any Loss, Misapplication, or Non-application of the same.

IV. And be it further enacted, That the Monies so to be paid into the Bank as aforesaid shall be applied, under the Direction of the said Court of Chancery, in the first place, in discharge of the Costs, Charges, and Expences of all Parties in obtaining this present Act and incident thereto, and to the selling the said Manors and other Hereditaments hereby vested as aforesaid, or any of them, or any Part or Parts thereof, and carrying the Purposes of this Act into execution, and the Residue of such Monies, remaining unapplied for the Purposes aforesaid, shall be applied, under the Direction of the said Court, in paying so much (if any) of the said Mortgages, Portions, and Incumbrances, and Arrears of Interest thereon, other than the said Jointure Rent Charge of the said *Mary Ann Spencer*, mentioned in the said recited Report of the said Master of the Seventh Day of *February* last, and in the Third Schedule to this Act annexed, and also the Arrears (if any) of the same Rent Charge as shall not have been otherwise paid.

Application
of Purchase
Monies.

V. And be it further enacted, That the clear Surplus of the respective Monies so to be paid into the Bank of *England* as aforesaid shall, in pursuance of an Order or Orders for that Purpose, to be obtained upon Motion or Petition to the said Court of Chancery, in a summary Way, to be preferred by or on behalf of the Person or Persons who for the Time being shall be beneficially entitled to the Rents and Profits of the Hereditaments herein-after directed to be purchased with such respective surplus Monies, if of full Age, and if not, then by his, her, or their Guardian or Guardians for the Time being, be laid out, subject to the Direction and Control of the said Court of Chancery, in the Purchase or Purchases of any Freehold Manors, Messuages, Lands, Tenements, and Hereditaments, in Fee Simple, to be situate, lying, and being or arising in that Part of the United Kingdom called *England*, and of Copyhold Lands, Tenements, and Hereditaments (if any) lying contiguous thereto, and convenient to be purchased therewith, to be respectively in Possession, or subject only to Leases at Rack Rent, and free from all Incumbrances except Fee Farm, Chief, or Quit Rents, or Customary Rents and Services; which Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased shall thereupon, with all convenient Speed, be conveyed, settled, and assured to, for, and upon such Uses, Trusts, Estates, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as herein-after mentioned, expressed, declared, and contained or referred to; (that is to say,)

Application
of surplus
Monies.

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as to, for, and concerning the Hereditaments to be purchased with so much of such surplus Monies as shall arise from the Sale of the said Infant Plaintiff's said unsettled Estates, to the Use of the said infant Plaintiff *Charles Vere Spencer*, his Heirs and Assigns, for ever; as to, for, and concerning the Hereditaments to be purchased with so much of the said surplus Monies as shall arise from the Sale of the said infant Plaintiff's said settled Estates situate and being or arising at or in *Wheatfield* and *Stoke* and *South Weston* aforesaid, to, for, and upon such of the Uses, Trusts, Intents, and Purposes, and with, under, and subject to such of the Powers, Provisoos, and Declarations in and by the said recited Indenture of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three limited, expressed, declared, and contained of and concerning the same Manor and other Hereditaments as would for the Time being if this Act had not been passed have been subsisting undetermined and capable of taking effect or being exercised; and as to, for, and concerning the Hereditaments to be purchased with so much of such surplus Monies as shall arise from the Sale of the said settled Estates situate, being, or arising at or in *North Weston* aforesaid, and the said settled Estate situate in the said County of *Denbigh*, to, for, and upon such of the Uses, Trustees, Intents, and Purposes, and with, under, and subject to such of the Powers, Provisoos, and Declarations in and by the said recited Indentures of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and Twenty-ninth Day of *October* One thousand eight hundred and twenty-four limited, expressed, declared, and contained of and concerning the same Estates respectively, as would for the Time being, if this Act had not been passed, have been subsisting undetermined and capable of taking effect or being exercised.

Monies paid into the Bank to be laid out in the Public Stocks under the Direction of the Court of Chancery, until invested in Real Estate.

VI. And whereas the said *Charles Vere Spencer* has no other Property except the said settled and unsettled Estates; be it further enacted, That all Monies which shall, pursuant to the Direction herein-before in that Behalf contained, be paid into the Bank with the Privity of the Accountant General as aforesaid, or so much thereof as shall not be directed by the said Court of Chancery to be applied in the Payment of Costs and Expences by virtue of the Provision herein-after in that Behalf contained, shall, in the meantime and until such Monies shall be invested in a Purchase or Purchases as aforesaid, be from Time to Time laid out by the said Accountant General in the Purchase of Bank Three Pounds *per Centum* Consolidated or Reduced Annuities or Government Securities, in the Name of the said Accountant General, to be placed to his Account to the Credit of the said Cause as aforesaid, to remain until the said Court of Chancery shall, by some Order or Orders, to be obtained on Motion or Petition, in a summary Way, by or on behalf of the Person or Persons for the Time being entitled to the Rents and Profits as last aforesaid, or by his, her, or their Guardian or Guardians, be ordered to be sold by the Accountant General for the completing of any Purchase or Purchases hereby authorized to be made as aforesaid; and that the Interest, Dividends, and annual Proceeds of the said Bank Annuities or Government Securities so to

be purchased or acquired as aforesaid shall be paid to the Person or Persons respectively who would for the Time being have been entitled to the Rents and Profits of the Hereditaments herein-before directed to be purchased as aforesaid in case the same had been so purchased.

VII. And whereas, considering the Extent to which the Hereditaments hereby vested in the said *Edward Fanshawe Glanville* and *Samuel Turner*, and their Heirs, upon Trust for Sale as aforesaid, it may be difficult and disadvantageous to sell at once sufficient of the said Hereditaments to raise and pay the whole of the several Charges and Incumbrances thereon respectively; and considering also that the Sum of Five thousand Pounds charged for Portions of the younger Children of the said *Mary Ann Spencer* by the said recited Indentures of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four, or any Part thereof, is not yet payable in consequence of the Infancy of such Children; and considering also that the Party or Parties who is or are or may be entitled to the said Sum of Fifteen thousand Pounds, charged for Portions of the younger Children of the said *John Spencer* and Lady *Elizabeth* his Wife, both deceased, by the said recited Indenture of Release and Settlement of the Fifth Day of *February* One thousand seven hundred and ninety, and to the said Sum of Three thousand Pounds charged by the said recited Indenture of the First Day of *May* One thousand seven hundred and ninety-three, may be willing to continue such Sums respectively, or some Part or Parts thereof, on the Security of the Hereditaments so charged therewith as aforesaid, at a reduced Rate of Interest, so as to make it advantageous or desirable on the Part of the said infant Plaintiff the said *Charles Vere Spencer* not immediately to raise such lastly-mentioned Sums by the Sale of any of the Hereditaments charged therewith; be it further enacted, That it shall be lawful for the High Court of Chancery, with the Consent of the Parties interested in such Sums respectively, if competent, and if any of such Parties shall not be competent, then if it shall appear to such Court that it will be for their Benefit, from Time to Time to make such Order or Orders as the said Court shall think fit for authorizing the Trustee or respective Trustees for the Time being of the several Terms of Years limited or created by the said recited Indentures of the Fifth Day of *February* One thousand seven hundred and ninety, the First Day of *May* One thousand seven hundred and ninety-three, the Thirtieth Day of *August* One thousand eight hundred and twenty-three, and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four, for raising the said several Sums of Fifteen thousand Pounds, Three thousand Pounds, and Five thousand Pounds, thereby respectively charged as aforesaid, and any other Trustees or Trustee for the Time being of the same Sums respectively, or any of them, or any Part or Parts thereof, to join and concur in the Sale or Sales of any of the said Hereditaments charged therewith, or any Part or Parts of such Hereditaments, so as to discharge the same from such Terms of Years and Sums of Money, and all Interest due and to grow due for the same, and all Claims and Demands for or in respect of

Court of Chancery empowered to authorize the Trustees of the Terms to concur in Sales of any Parts of the Estates charged.

of the same, if it shall appear to such Court that the remaining Part of the Hereditaments subject to such Sums respectively shall be sufficient to secure and raise such Sums and Interest, and all Costs, Charges, and Expences attending the same, or that such Sums, and Interest, Costs, Charges, and Expences can be otherwise adequately secured; and such Order or Orders shall be effected for the Purpose or Purposes thereof, both as may regard the Trustee or Trustees thereby authorized to do such Act or Acts as aforesaid, and also as may regard any Purchaser or Purchasers of the said Trust Estates, his, her, or their Heirs and Assigns, and any Person or Persons claiming by, from, through, or under such Purchaser or Purchasers.

Court of Chancery empowered to apportion Mrs. Spencer's Jointure Rent, so as to enable her to concur in Sales.

VIII. And be it further enacted, That for further facilitating the Sale or Sales of any Part or Parts of the Hereditaments by the said recited Indentures of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four charged with the said Jointure Rent of Three hundred Pounds to the said *Mary Ann Spencer* as aforesaid, it shall be lawful for the said Court of Chancery to make such Order or Orders as the said Court shall think fit for the Apportionment of such Jointure Rent upon the said settled Estates charged therewith according to the relative Values of such Estates, and so as to enable her the said *Mary Ann Spencer*, or her Assigns, to join and concur in such Sale or Sales, and to release, exonerate, and discharge the Hereditaments so sold from her said Jointure Rent, or the Part thereof so to be apportioned thereon, and all Claims and Demands in respect of the same, without Prejudice to her or their legal or equitable Rights or Remedies for Recovery of the same Jointure Rent, or such apportioned Part, or the Arrears or future Payments thereof, out of such Part or Parts of the Hereditaments charged therewith, either originally or by virtue of such Apportionment, as shall for the Time being remain unsold.

Provision for preserving the Wheatfield Estate as an entire Estate (as far as may be) from Sale.

IX. And be it further enacted, That, with the view of preserving the said Manor or Lordship of *Wheatfield*, and the said Advowson of the Rectory of *Wheatfield*, and the several Farms, Lands, and other Hereditaments situate in or near the Parish of *Wheatfield* aforesaid, and in this Act, and the said recited Report of the said Master of the Twenty-seventh Day of *March*, and the Order confirming the same of the Twenty-eighth Day of *March* One thousand eight hundred and thirty-five, respectively called the *Wheatfield* Estate, as an entire Estate, as far as may be, from any Sale or Sales to be made for the Purposes of this Act, instead of having detached Portions of the said several Hereditaments and Estates hereby vested in the Trustees of this Act as aforesaid preserved for the said infant Plaintiff *Charles Vere Spencer*, after selling sufficient of the same several Hereditaments and Estates to pay off and discharge the said several Incumbrances charged thereon respectively, or the Proportions of such Incumbrances which the same Hereditaments and Estates respectively ought to bear in relation to the Value thereof respectively, and the Arrears of Interest due on such several Incumbrances or Proportions of Incumbrances, and the Expences attending or incident to the same, it shall be lawful

lawful for the said *Edward Fanshawe Glanville* and *Samuel Turner*, and the Survivor of them, and the Heirs or Assigns of such Survivor, under the Direction or with the Approbation of the said Court of Chancery, to sell the Whole or any Part or Parts of the said unsettled Manors and other Hereditaments of and at *Standhill* and *Tetsworth* aforesaid, and the said Two several Pieces or Parcels of Ground in *North Weston* aforesaid, called *Little* or *Lower Muss Furlong* and the *Ham*, and the Whole or any Part or Parts of the said Manor or Lordship of *North Weston* aforesaid, and other the Hereditaments situate at *North Weston* aforesaid, and in the said County of *Denbigh* respectively, comprised in the said herein-before recited Indentures of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four, with their respective Appurtenances, not only for the Purpose of paying off the several Principal Sums and the Arrears of Interest for the Time being due thereon, and the then Arrears of the said Jointure Rent of Three hundred Pounds respectively charged thereon, or the proportionate Parts thereof which the same Hereditaments respectively ought to bear, and the Expences attending or incident to the same, but also for the Purpose of paying off and discharging such Proportions of the same Principal Sums and Interest, and Arrears of Jointure Rent and Expences, as ought to be raised and paid out of the said Manor, Advowson, and other Hereditaments of and at or near *Wheatfield* aforesaid called the *Wheatfield* Estate.

X. Provided nevertheless, and be it further enacted, That if, with the view of preserving entire, as far as may be, the said *Wheatfield* Estate, more of the said unsettled Estates of *Standhill* and *Tetsworth*, and of the said Two Pieces or Parcels of Ground in *North Weston* aforesaid, called *Little* or *Lower Muss Furlong* and the *Ham*, or of the said settled *North Western* and *Denbighshire* Estates, shall be sold for paying off such Incumbrances as aforesaid than would be necessary to be sold for paying off and discharging the several Incumbrances or Proportions of Incumbrances charged thereon respectively as aforesaid, or which the same ought to bear, then and in such Case it shall be lawful for the Trustees or Trustee for the Time being of this Act, and they and he are and is hereby required, under the Direction or with the Approbation of the said Court of Chancery, to convey, settle, and assure so much or such Part or Parts of the said *Wheatfield* Estate as the said Court shall think fit to, for, and upon such of the Uses, Trusts, Intents, and Purposes, and with, under, and subject to such of the Powers, Provisoos, and Declarations, as would for the Time being have been subsisting undetermined or capable of taking effect of, in, upon, or relating to the said settled *North Western* and *Denbighshire* Estates if this Act had not been made and passed; and also so much or such Part or Parts of the said *Wheatfield* Estate as the said Court shall think fit, to the Use of the said infant Plaintiff *Charles Vere Spencer*, his Heirs and Assigns, for ever.

Further Provision for preserving (as far as may be) the *Wheatfield* Estate.

XI. And be it further enacted, That in the meantime, and until the Manors or Lordships, Messuages, Farms, Lands, Tenements,
 [Private.] 6 f Tithes,

The Estates until Sale, and the

Rents and Profits, to be received and enjoyed as heretofore.

Tithes, Fisheries, and Hereditaments hereby made saleable as aforesaid shall be sold pursuant to the Directions herein-before contained, the said *Edward Fanshawe Glanville* and *Samuel Turner*, and their Heirs, shall permit and suffer the same Manors or Lordships, Messuages, Farms, Lands, Tenements, Tithes, Fisheries, and Hereditaments to be held and enjoyed, and the Rents and Profits thereof to be received and taken, by the Person or Persons who would have been entitled to or ought to have held and enjoyed, received and taken the same, if this Act had not been made; and also that, subject and without prejudice to the said Trusts for Sale, the Hereditaments which from Time to Time shall remain unsold shall in Equity be subject to the same Estates and Interests, and may in Equity be conveyed and assured, devised and appointed, by the same Person or Persons, and for the same or the like Estates, as if this Act had not been passed.

The Court of Chancery empowered to make Orders for Taxation and Payment of all Costs, Charges, and Expences.

XII. And be it further enacted, That it shall and may be lawful for the said Court of Chancery from Time to Time to make such Orders as the said Court shall think fit, expedient, and reasonable for allowing, taxing, and settling all such Costs, Charges, and Expences as have been or shall be incurred preparatory to and in soliciting and applying for and obtaining and passing this Act, and in making the several Applications to the said Court in pursuance hereof, and in making and completing the Sales, Purchases, and Settlements, and other Matters and Things hereby authorized to be made or done, or otherwise for carrying the Trusts and Purposes of this Act into execution; and also from Time to Time to make such Order or Orders as the said Court shall think fit for the Payment of all such Costs, Charges, and Expences as aforesaid, out of any Monies to arise by any Sale or Sales to be made in pursuance of this Act, or out of the Money arising by the Sale or calling in of any Bank Annuities or Government Securities to be purchased or acquired as aforesaid; and it shall also be lawful for the said Court of Chancery from Time to Time to make such other Order or Orders for facilitating or effecting the Execution of all or any of the Trusts or Purposes of this Act as the said Court shall think fit, according to the true Intent and Meaning hereof.

Power to appoint new Trustees.

XIII. And be it further enacted, That if the said *Edward Fanshawe Glanville* and *Samuel Turner*, or either of them, or any future Trustee or Trustees to be appointed as herein-after is mentioned, shall happen to die, or be desirous of being discharged from, or refuse or decline to act, or become incapable of acting in the Execution of the Trusts herein contained, before the same Trusts shall be fully performed or satisfied, then and in such Case, and when and as often as the same shall happen, it shall and may be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way by the Person or Persons who for the Time being shall be entitled to the Rents and Profits of the Hereditaments hereby authorized to be purchased as aforesaid, if of full Age, and if not, then by his, her, or their Guardian or Guardians for the Time being, to appoint the Person or Persons to be proposed in such Petition, or any Person or Persons to be named by the Court, to be a Trustee or Trustees in the

Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and that when and so often as any new Trustee or Trustees shall be appointed as aforesaid all the said Trust Estates and Premises shall be thereupon with all convenient Speed conveyed and transferred in such Manner as that the same shall and may be vested in the surviving or continuing Trustee of the same Trust Estates and Premises and such new Trustee or Trustees jointly, or if there shall be no surviving or continuing Trustee of the same Trust Estates and Premises, then in such new Trustee or Trustees wholly, upon and for such and the same Trusts, Intents, and Purposes as are herein-before declared or expressed of and concerning the said Trust Estates and Premises, or such of them as shall be then subsisting or capable of taking effect; and that all and every such new Trustee or Trustees shall and may in all Things act and assist in the Management, carrying on, and Execution of the Trusts to which he or they shall be so appointed, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever, and shall have and be considered as vested with such and the same Powers and Authorities, as if he or they had been originally in and by this Act nominated a Trustee or Trustees for the Purposes for which such new Trustee or Trustees shall be appointed a Trustee or Trustees.

XIV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to the said *Mary Ann Spencer*, and to the several other Persons entitled to the several Mortgages, Portions, and Charges mentioned in the said Master's Report of the Seventh Day of *February* One thousand eight hundred and thirty-five, and her and their Trustees, Executors, Administrators, and Assigns, and to all and every other Person and Persons, Body and Bodies Politic or Corporate, and their respective Successors, Heirs, Executors, Administrators, and Assigns, (other than and except the said *Charles Vere Spencer*, his Heirs and Assigns, as to the said Estates in this Act called the unsettled Estates; and as to the said Estates in this Act called the settled Estates, other than and except the said *Charles Vere Spencer* and the Heirs Male of his Body, and the said *George Bernard Spencer* and the Heirs Male of his Body, and the said *Harriett Frances Spencer* and the Heirs of her Body, in respect of the Estates Tail respectively limited to them by the said Indentures of Release of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four respectively, and other than and except the said *Georgiana Elizabeth Spencer* and the Heirs of her Body, and the said *Lacy Rumsey* and *Elizabeth* his Wife and the Heirs of her Body, and the said *Charles Antoine Martin* Vicomte de *Mentque* and *Caroline Susannah* his Wife and the Heirs of her Body, in respect of the Estates Tail in Remainder respectively limited to them by the same Indentures of Release respectively, and other than and except the Heirs of the respective Bodies of the said *John Spencer* and *Frederick Charles Spencer*, respectively deceased, in respect of the Estate Tail in Remainder limited to them respectively by the same Indentures of Release respectively, and other than and except the right Heirs

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of

of the said *John Spencer*, *George John Spencer*, and *Frederick Charles Spencer*, respectively deceased, and all Persons claiming under them the said *John Spencer*, *George John Spencer*, and *Frederick Charles Spencer*, or their Heirs respectively, in respect of the Remainder or Reversion in Fee limited by the said Indentures of Release of the Fifth Day of *February* One thousand seven hundred and ninety, the Twenty-eighth Day of *December* One thousand eight hundred and thirteen, the Thirtieth Day of *August* One thousand eight hundred and twenty-three, and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four respectively, and other than and except the Trustees of the said Indentures of Release and Settlement of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four, respectively; but nevertheless so that the several Exceptions herein-before expressed may not bar or exclude the Persons thereby excepted, or any of them, or any Person or Persons claiming or to claim by, from, through, or under them, or any of them, from or in respect of any of the said Mortgages, Portions, Charges, and Terms of Years herein-before expressly saved, or any Parts, Shares, or Interests therein, nor for or in respect of any other Estate, Right, Title, Interest, Charge, or Incumbrance being prior to or having Precedence of the Estate or Estates Tail of the said *Charles Vere Spencer* under the said Indentures of Release of the Thirtieth Day of *August* One thousand eight hundred and twenty-three and the Twenty-ninth Day of *October* One thousand eight hundred and twenty-four respectively,) all such Estates, Rights, Titles, or Interests whatsoever as they would or might have had in, over, or upon the said Manors and Hereditaments hereby vested in Trust as aforesaid, or any of them, or any Part thereof, if this Act had not been made.

Act to be
printed by
the King's
Printers.

XV. 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.

The FIRST SCHEDULE to which the foregoing Act refers, containing the Estates of the infant Plaintiff Charles Vere Spencer at or near Standhill, Tetsworth, and North Weston, in the County of Oxford, being his unsettled Estates.

Tenants Names.	Premises.	Terms of Tenancy.	Yearly Rent.		
<i>Standhill.</i>					
John Treadwell - -	Farm - -	From Year to Year -	£	s.	d.
Thomas Eyre - -	Ditto - -	Ditto - -	328	0	0
			250	0	0
<i>Tetsworth.</i>					
Thomas Meaks -	Farm and Cow Commons	Ditto - -	200	0	0
Thomas Green the younger	Land - -	Ditto - -	36	0	0
Mary Lindars - -	Ditto - -	Ditto - -	5	15	0
John Latham - -	Farm - -	Ditto - -	190	0	0
Stephen Quarterman Hughes.	Tenement, with Garden and Orchard.	Ditto - -	6	0	0
<i>North Weston.</i>					
Joseph Hobbs -	Two Pieces of Ground, called Little Muss Furlong or Lower Muss Furlong and the Ham.	Ditto - -	102	0	0

Richard Peyton.

The SECOND SCHEDULE to which the foregoing Act refers, containing the Estates of the infant Plaintiff Charles Vere Spencer at or near Wheatfield and North Weston, in the County of Oxford and in the County of Denbigh, being his settled Estates.

First. — As to the Estates at or near Wheatfield and North Weston in the County of Oxford,

Tenants Names.	Premises.	Terms of Tenancy.	Yearly Rent.
<i>Wheatfield.</i>			
Simon Green - -	Farm - - -	From Year to Year, as Tithe-free, the Tithe being paid by the Landlord.	£ 229 s. 0 d. 0
Stephen Quarterman Hughes.	Ditto - - -	Ditto Ditto	208 0 0
William Hutt - -	Ditto - - -	Ditto Ditto	236 0 0
Colonel Webb - -	Land - - -	From Year to Year	5 0 0
Sundry small Tenements let to Cottagers.			
<i>North Weston.</i>			
John Philips - -	Farm - - -	From Year to Year	190 0 0
Benjamin Wigley - -	Ditto - - -	At Will - -	142 0 0
William and Thomas Hedges.	Land - - -	Ditto - -	20 0 0
Stephen Quarterman Hughes.	Fishery - - -	From Year to Year	4 0 0
Thomas King - -	Farm - - -	Ditto - -	230 0 0

Secondly. — As to the Estate in the County of Denbigh.

Tenants Names.	Terms of Tenancy.	Yearly Rent.
John and Thomas Edwards	At Will. Land held from 2d February; House, Buildings, &c. from 1st May.	£ 69 s. 0 d. 0
Samuel Ellis - -	In Lease to Mr. Humphreys for the Life of Mr. Parsonage, aged upwards of 80.	15 0 0
John Mercer - -	At Will - - -	80 0 0
William Price - -	Ditto - - -	43 0 0
James Price - -	Ditto - - -	181 0 0

Richard Peyton.

The

The THIRD SCHEDULE to which the foregoing Act refers, containing the Mortgages and Portions secured on the Estates of the infant Plaintiff Charles Vere Spencer, to be paid off under the Direction of the Court of Chancery.

A Sum of 300*l.*, bearing Interest at 5*l.* per Cent. per Annum, secured by a Term of 1,000 Years, vested in John Forster and John Campbell Cameron, Esquires, affecting all the Oxfordshire settled and unsettled Estates, save and except the Advowson of the Rectory of Wheatfield.

A Sum of 15,000*l.*, bearing Interest at 5*l.* per Cent. per Annum, secured by a Term of 500 Years, vested in the Right Honourable Francis Almaric Lord Churchill, and created for raising the said Sum of 15,000*l.* for the Portions of the younger Children of the Honourable John Spencer, deceased, by Lady Elizabeth Spencer his late Wife, deceased, affecting all the Oxfordshire settled and unsettled Estates.

A Sum of 3,000*l.*, bearing Interest at 5*l.* per Cent. per Annum, secured by a Term of 1,200 Years, vested in Henry Hallam, Esquire, affecting all the Oxfordshire settled and unsettled Estates.

A Sum of 2,000*l.*, bearing Interest at 5*l.* per Cent. per Annum, vested in Andrew Robert Drummond, Esquire, in Trust for Henry Drummond, Esquire, affecting the Standhill unsettled Estate.

A Sum of 17,575*l.*, bearing Interest at 4*l.* 10*s.* 0*d.* per Cent. per Annum, secured by a Term of 1,000 Years, vested in Charles Tennant, Esquire, affecting the Standhill and Tetsworth unsettled Estates.

A Sum of 5,000*l.*, bearing Interest at 5*l.* per Cent. per Annum, secured by a Term of 500 Years, vested in the Reverend George Trevor Spencer and Sir Robert Price, Baronet, and created for raising the said Sum of 5,000*l.* for the Portions of the younger Children of the Marriage of the Reverend Frederick Charles Spencer, deceased, by Miss Mary Ann Bernard Morland, now Mrs. Mary Ann Spencer, Widow, affecting the North Weston and Wheatfield settled Oxfordshire Estates and the Denbighshire Estate.

An Arrear of 140*l.* of an Annuity of 120*l.*, now determined, affecting the Denbighshire Estate.

A Sum of 217*l.* 10*s.* 3*d.*, bearing Interest at 5*l.* per Cent. per Annum, secured by a Term of 1,000 Years, vested in the aforesaid John Campbell Cameron, affecting the Denbighshire Estate.

John Gillam Booty.

