



ANNO QUADRAGESIMO TERTIO

GEORGI III. REGIS.

Cap. 97.

An Act for vesting the Manor and Estate of *Ratcliffe-upon-Wreke*, in the County of *Leicester*, (Part of the settled Estates of *Robert Earl Ferrers*), in a Trustee to be sold, and for applying the Purchase Money in discharge of an Incumbrance affecting the Whole of the said settled Estates.

[24th June 1803.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Twenty-fourth and Twenty-fifth Days of *May* in the Year One thousand seven hundred and eighty-one, the Release being of Six Parts, and made between *Robert* late *Earl Ferrers*, since deceased, and the Right Honourable *Catharine* Countess *Ferrers* his Wife (since also deceased), of the First Part; the Right Honourable *Robert* now *Earl Ferrers*, by his then Style and Description of the Right Honourable *Robert Shirley* commonly called *Viscount Tamworth*, eldest Son of the said *Robert Earl Ferrers*, Party thereto, of the Second Part; *Thomas Pares* the younger, Gentleman, of the Third Part; *Francis Bur-*

Settlement,
25th May
1781.

[Loc. & Per.] 19 P ton

The Manor
of Ratcliffe-
upon-Wreke.

Recovery to
be suffered.

ton Esquire, One of His Majesty's Counsel, learned in the Law, of the Fourth Part; *Corbett D'Avenant* Esquire, of the Fifth Part; and *Henry Calvelly Cotton* Esquire, and *Stafford Squire Baxter* Gentleman, of the Sixth Part; the said *Robert* late Earl *Ferrers*, and *Robert* now Earl *Ferrers*, did grant and release unto the said *Thomas Pares* and his Heirs, the Manor or Lordship of *Ratcliffe-upon-Wreke*, and divers Messuages, Lands, Tenements, and Hereditaments at *Ratcliffe-upon-Wreke*, in the County of *Leicester*, and divers other Manors or Lordships, Messuages, Lands, Tenements, and Hereditaments in the said County of *Leicester*, and also in the County of *Stafford*, to hold the same with their Rights, Members, and Appurtenances, unto and to the Use of the said *Thomas Pares*, his Heirs and Assigns, to the Intent that he might become Tenant to the Freehold of the said Manors and other Hereditaments, in order that Two or more Recoveries might be suffered thereof; and it is thereby declared and agreed, that immediately upon the perfecting such Recoveries, the same should enure to the several Uses upon and for the several Trusts, Ends, Intents, and Purposes, and under and subject to the several Powers, Provisoos, and Agreements, therein-after expressed and herein-after mentioned, concerning the same, (that is to say), to the Use of the said *Henry Calvelly Cotton* and *Stafford Squire Baxter*, their Executors, Administrators, and Assigns, for the Term of One thousand Years upon Trust, and to and for such Ends, Intents, and Purposes, and under and subject to such Powers, Provisoos, Conditions, and Restrictions, Limitations, Appointments, and Agreements, as the said *Robert* late Earl *Ferrers*, and *Robert* now Earl *Ferrers*, during the Continuance of their joint Lives, but not otherwise, at their free joint Will and Pleasure, should from Time to Time by any Deed or Deeds, Writing or Writings, under their Hands and Seals to be by them executed in the Presence of, and to be attested by Two or more credible Witnesses, direct, limit, appoint, or declare of or concerning the same, subject and without Prejudice to the annual Sum or yearly Rent Charge of Eight hundred Pounds therein provided for the Jointure of the said *Catharine Countess Ferrers* (since deceased), and the Powers and Remedies therein given for securing and enforcing the due and regular Payment thereof; and from and after the Expiration of the said Term and subject thereto and to the Trusts thereof, to the Use of the said *Robert* late Earl *Ferrers* and his Assigns, during the natural Lives of himself and the said *Robert* now Earl *Ferrers*, and the Honourable *Ann Shirley* (since deceased), Mother of the said *Robert* late Earl *Ferrers*, without Impeachment of Waste; with Remainder to the Use, Intent, and Purpose, that the said *Robert* now Earl *Ferrers* (in case the said *Robert* late Earl *Ferrers* and *Robert* now Earl *Ferrers*, should happen to survive the said *Ann Shirley*), and his Assigns, should and might have, receive, and take One annual Sum or yearly Rent Charge of Two hundred Pounds as therein mentioned, and subject thereto, to the Use of the said *Robert* late Earl *Ferrers* and his Assigns for his Life without Impeachment of Waste, with Remainder to the Use of the said *Francis Burton* and *Corbett D'Avenant*, and their Heirs, during the Life of the said *Robert* late Earl *Ferrers*, in Trust to preserve the Contingent Remainders; with Remainder to the Use, Intent, and Purpose, that the said *Catharine Countess Ferrers* (since deceased) might have, receive, and take One annual Sum or yearly Rent Charge of Eight hundred Pounds payable as therein mentioned, and with the usual Powers and Remedies for recovering and enforcing the Payment of the same; and from and after the Decease of the said *Robert* late Earl *Ferrers*,

Ferrers, and subject to the said Rent Charge of Eight hundred Pounds to the said *Catharine Countess Ferrers*, to the Use of the said *Robert* now Earl *Ferrers* then Viscount *Tamworth*, and his Assigns, during the Term of his natural Life without Impeachment of Waste, with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Robert* now Earl *Ferrers*, in Trust to preserve the Contingent Remainders; with Remainder to the Use of *Robert Sewallis Shirley*, commonly called Viscount *Tamworth*, Son of the said *Robert* now Earl *Ferrers*, and his Assigns, during the Term of his natural Life without Impeachment of Waste, with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Robert Sewallis Shirley*, commonly called Viscount *Tamworth*, in Trust to preserve the Contingent Remainders; with Remainder to the Use of the First and other Son and Sons of the said *Robert Sewallis Shirley*, commonly called Viscount *Tamworth*, severally and successively in Tail Male, with Remainder to the Use of all and every other the Son and Sons of the said *Robert* now Earl *Ferrers*, severally and successively in Tail Male, with Remainder to the Use of the Honourable *Washington Shirley*, Second Son of the said *Robert* late Earl *Ferrers*, and his Assigns, during his natural Life, without Impeachment of Waste, with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Washington Shirley*, in Trust to preserve the Contingent Remainders; with Remainder to the Use of the First and other Son and Sons of the said *Washington Shirley*, severally and successively in Tail Male, with Remainder to the Use of the right Heirs of the Survivor of the said *Robert* late Earl *Ferrers*, and *Robert* now Earl *Ferrers*, for ever; and in the said Indenture of Release are contained Powers enabling the said *Robert* late Earl *Ferrers* (in case he should survive the said *Catharine Countess Ferrers*), and also for the said *Robert* now Earl *Ferrers*, *Robert Sewallis Shirley*, commonly called Viscount *Tamworth*, and *Washington Shirley* respectively, as and when they should respectively come into and be in the actual Possession of the said Manors and other Hereditaments, by virtue of the Limitations therein-before contained, either before or after their respective Intermarriages with any Woman or Women by any Deed or Deeds, with or without Power of Revocation, to be by them respectively executed in the Presence of Two or more credible Witnesses, to limit or appoint any of the said Manors and other Hereditaments, not exceeding in Value Eight hundred Pounds over and above all Manner of Taxes and Reprises whatsoever, or to grant and assure any Rent Charge not exceeding Eight hundred Pounds a Year, Tax free, to or for the Use of any Woman or Women they should respectively marry, for the Life or Lives of such Woman or Women respectively, for the Jointure or Jointures or Part of the Jointure or Jointures, and in bar or without being in bar of the Dower of any such Woman or Women respectively, and to take Effect immediately after the Decease of the Person making such Charge; and in the same Indentures are also contained Powers enabling the said *Robert* late Earl *Ferrers*, at any Time or Times thereafter, and also the said *Robert* now Earl *Ferrers*, when he should come into the actual Possession of the said Manors and Hereditaments, by virtue of the Limitations therein-before contained, by any Deed or Deeds, Writing or Writings, by them respectively sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, and to be made with or without Power of Revocation, or by their respective last Wills and Testaments in Writing, to be by them respectively duly executed in the Presence of and attested by Three or more credible Witnesses, to charge, limit, or appoint the said Manors

Power to
make Jointures.

Power of
Robert late
Earl *Ferrers*,
and *Robert*
now Earl
Ferrers, to
charge settled
Estate, with
any Sum of
Money not
exceeding
15,000 *l.* for
the Portions
of younger
Children.

and

and other Hereditaments, or any of them, with and for the raising and paying any Principal Sum or Sums of Money not exceeding in the Whole the Sum of Fifteen thousand Pounds for the Portion or Portions of the respective younger Child or younger Children of them the said *Robert* late Earl *Ferrers* and *Robert* now Earl *Ferrers* respectively, to be payable and paid at such Time or Times, and in such Shares, Proportions, Manner, or Form, and with such Maintenance in the mean Time, not exceeding the Interest of such respective Portions, after the Rate of Four Pounds *per Centum per Annum*, as they should respectively appoint, and to limit Terms for Years without Impeachment of Waste to Trustees for raising and paying the same: And whereas Recoveries were duly suffered pursuant to the said Indenture of Release in *Trinity* Term in the Twenty-first Year of His present Majesty's Reign: And whereas by Indenture bearing Date the Twenty-third Day of *December* in the Year One thousand seven hundred and ninety-six, and made between *Thomas Cotton* of *Manchester Square* in the County of *Middlesex* Esquire, of the First Part; the said *Robert* now Earl *Ferrers*, of the Second Part; *Henry Townly Ward* of *Henrietta Street Covent Garden* in the County of *Middlesex* Esquire, Executor of the last Will and Testament of the said *Robert* late Earl *Ferrers*, of the Third Part; the Honourable *Washington Shirley*, youngest Son of the said *Robert* late Earl *Ferrers*, of the Fourth Part; and *Robert Taylor* of *Imber Court* in the County of *Surry* Esquire, of the Fifth Part; after reciting (amongst other Things) the said recited Indentures of Lease and Release of the Twenty-fourth and Twenty-fifth Days of *May* One thousand seven hundred and eighty-one; and that by Indenture bearing Date on or about the Thirtieth Day of *April* in the Year One thousand seven hundred and eighty-four, and made between the said *Robert* late Earl *Ferrers*, of the First Part; the said *Washington Shirley*, of the Second Part; and *James Garth* Gentleman, of the Third Part; after taking Notice that the said *Robert* late Earl *Ferrers* had only One younger Child, namely, the said *Washington Shirley*, then of the Age of Twenty-two Years and upwards, it is witnessed that the said *Robert* late Earl *Ferrers* of his natural Love and Affection for the said *Washington Shirley*, by that his Deed in Writing, by him sealed and delivered in the Presence of the Two Persons whose Names are thereon indorsed as Witnesses attesting such the Execution thereof, did in pursuance and Part Execution of the Power and Authority to him given and reserved as therein-before recited or mentioned, and of all other Powers and Authorities him in that Behalf thereunto enabling, (but nevertheless without Prejudice to the said annual Sum or yearly Rent Charge as afore said provided for the said *Catharine Countess Ferrers* since deceased), charge all and singular the said Manors, Lordships, Messuages, Lands, Tenements, and other Hereditaments comprised in the said Indenture of Release therein-before recited, (but which was in the said Indenture, then in Recital, by Mistake called an Indenture of Bargain and Sale), with their Appurtenances, (except the Hereditaments in *Newcastle-under-Lyne* and *Weston-upon-Trent* and the Lordship thereof, and certain Parts of the Hereditaments in *Chartley* in the Liberties thereof, called the Outwoods, the Shaws and Moss, the Messuages, and Two several Advowsons, Donations, Right of Patronage and Presentation of, in, and to the Rectories, Vicarages, Churches, and Chapels of *Brailsford*, *Shirley*, *Osmaston*, and *Yeoveley*, with their Appurtenances), with the Payment of the Sum of Fourteen thousand nine hundred Pounds, Part of the said Sum of Fifteen thousand Pounds, for the Portion of
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the said *Washington Shirley* his Son; and did appoint the said Fourteen thousand nine hundred Pounds to be thereout forthwith raised and paid to the said *Washington Shirley*, his Executors, Administrators, or Assigns, as and for his Portion as aforesaid, with Interest for the same after the Rate of Four Pounds *per Centum per Annum*, for his Maintenance from thenceforth until the same should be raised and paid; and that for the more speedily raising and paying thereof, the said *Robert* late Earl *Ferrers* did limit and also grant and demise unto the said *James Garth*, his Executors, Administrators, and Assigns, (yet nevertheless without Prejudice as aforesaid), all the said Manors or Lordships and other Hereditaments, (except as before was excepted), with their Rights, Members, and Appurtenances, to hold the same unto the said *James Garth*, his Executors, Administrators, and Assigns, from the making thereof for the Term of Two thousand Years from thence next ensuing, without Impeachment of Waste, upon Trust that he the said *James Garth*, his Executors or Administrators should, by Demise, Mortgage, or Sale of all the said Premises comprised in the said Term of Two thousand Years, or of a competent Part thereof, for all or any Part of the said Term, or by all or any of the said Ways or Means as the said *James Garth*, his Executors or Administrators should think fit, levy and raise, as soon as conveniently might be, the Sum of Fourteen thousand nine hundred Pounds, and pay the same to the said *Washington Shirley*, his Executors, Administrators, or Assigns, as and for his Portion as aforesaid; and that in the said Indenture was contained a Proviso for making void the said Term of Two thousand Years, if the Person or Persons for the Time being entitled to the said Manors, Lordships, Messuages, Lands, Tenements, and Hereditaments, expectant on the Determination of the said Term of Two thousand Years, should pay or cause to be paid unto the said *Washington Shirley*, his Executors, Administrators, or Assigns, the said Sum of Fourteen thousand nine hundred Pounds, upon the Thirtieth Day of *October* then next ensuing, with Interest for the same after the Rate of Four Pounds *per Centum per Annum*; and also after reciting that by Indenture of Four Parts, bearing Date on or about the Tenth Day of *May* in the Year One thousand seven hundred and eighty-four, and made or expressed to be made between the said *James Garth*, of the First Part; the said *Washington Shirley*, of the Second Part; the said *Robert* late Earl *Ferrers*, of the Third Part; and the said *Thomas Cotton*, of the Fourth Part; it is witnessed that, in Consideration of the Sum of Fourteen thousand nine hundred Pounds to the said *Washington Shirley* paid by the said *Thomas Cotton*, (by the Direction of the said *James Garth*; and with the Consent of the said *Robert* Earl *Ferrers*, Party thereto), and for other Considerations, the said *James Garth* did bargain, sell, and assign unto the said *Thomas Cotton*, his Executors, Administrators, and Assigns, (nevertheless without Prejudice as aforesaid), all the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises in and by the said Indenture of the Thirtieth Day of *April* then last, with all and singular the Rights, Members, and Appurtenances thereof, to hold the same (but without Prejudice as aforesaid) unto the said *Thomas Cotton*, his Executors, Administrators, and Assigns for the then Residue of the said Term of Two thousand Years, subject nevertheless to a Proviso or Condition whereby it was agreed and declared, that if the Person or Persons entitled for the Time being to the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises, expectant on the Determination of the said Term of Two thousand Years, should pay or cause to be paid unto the said

[*Loc. & Per.*]

192

Thomas

Thomas Cotton, his Executors, Administrators, or Assigns, the said Sum of Fourteen thousand nine hundred Pounds upon the Thirtieth Day of *October* then next, with Interest after the Rate of Four Pounds *per Centum per Annum*, then the said *Thomas Cotton*, his Executors, Administrators, or Assigns, would at the Request, Costs, and Charges of the Person or Persons for the Time being entitled to the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, expectant on the Determination of the said Term of Two thousand Years, surrender or assign the said Premises unto such Person or Persons as aforesaid, or as he or they should direct or appoint; and also after reciting the Will of the said *Robert* late Earl *Ferrers*, bearing Date on or about the Fourth Day of *April* One thousand seven hundred and eighty-seven, and that the said *Robert* late Earl *Ferrers* died soon after the making thereof, and after reciting that by a Decree or decretal Order of the Lord High Chancellor of *Great Britain* made on or about the Twelfth Day of *March* One thousand seven hundred and ninety-two, in a Cause then depending in the High Court of Chancery, wherein the said *Washington Shirley* and *Frances Shirley* his Wife, *Robert William Shirley*, and *Frances Shirley* and *Julia Ann Shirley* Infants, by the said *Washington Shirley* their Father and next Friend were Plaintiffs, and the said *Robert* now Earl *Ferrers*, *Robert Sewallis Shirley* commonly called *Viscount Tamworth* (then an Infant) by the said Earl his Father and Guardian, and the said *Thomas Cotton* and others in the said Indenture now in Recital named by original Bill and Bill of Revivor and Supplement were Defendants, and wherein the said *Robert* now Earl *Ferrers*, and *Robert Sewallis Shirley* commonly called *Viscount Tamworth* (by the said Earl his Father and next Friend) were Plaintiffs, and the said *Henry Townly Ward*, *Thomas Cotton*, *Washington Shirley*, and others in the same Indenture named were Defendants, the Master was directed to take an Account of what was due for Principal and Interest of the said Sum of Fourteen thousand nine hundred Pounds in the Pleadings mentioned; and that it was further ordered, that what should be certified to be remaining due for the said Principal Sum of Fourteen thousand nine hundred Pounds should be raised by Mortgage or Sale of the Estates comprised in the said Term of Two thousand Years, or of a sufficient Part thereof, with the Approbation of the said Master, and that the Costs of the Parties to the said original Suit, (except as therein mentioned), so far as respected the raising of the said Fourteen thousand nine hundred Pounds and Interest to be ascertained by the said Master, should be also raised in like Manner as the said Sum of Fourteen thousand nine hundred Pounds was therein-before directed to be raised; and that it was further ordered, that the said Sum of Fourteen thousand nine hundred Pounds when raised should be paid into the Bank, subject to the further Orders of the said Court; and also after reciting that the said Master, in pursuance of the said Decree or decretal Order, by his Report in the said Cause, bearing Date on or about the Eighth Day of *June* in the Year One thousand seven hundred and ninety-five, certified that he had proceeded to take an Account of what was due for Principal and Interest of the said Sum of Fourteen thousand nine hundred Pounds, and found that the Whole of the said Principal Sum was then due, and being of Opinion that it would be more for the Benefit of the said Estates that the said Sum of Fourteen thousand nine hundred Pounds and Costs should be raised by Mortgage, he therefore approved of the said Principal Sum of Fourteen thousand nine hundred Pounds and of the Costs being raised by Mortgage of the said Estates or a sufficient Part thereof, provided the same could be

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so raised, and the said Sum of Fourteen thousand nine hundred Pounds paid into the Bank as directed by the said Decree, on or before the Thirteenth Day of *June* then Instant; and also after reciting that the said Report, by a subsequent Order of the said Court stood absolutely confirmed, and that by an Order of the said Court, made in the above Causes on the Twenty-first Day of *July* then last, it was ordered that the said *Robert Taylor*; (who in the said Indenture now in Recital is before mentioned to have agreed to advance the said Sum of Fourteen thousand nine hundred Pounds and the Costs of raising the same), might be at Liberty on or before the Sixth Day of *November* then next, to pay the said Sum of Fourteen thousand nine hundred Pounds into the Bank in the Name and with the Privity of the Accountant General of the said Court, to be placed to the Credit of the said Causes, subject to the further Order of the said Court; and also after reciting that the said *Robert Taylor* did in pursuance of the said Order, on or about the Thirty-first Day of *October* then last, pay the said Sum of Fourteen thousand nine hundred Pounds into the Bank in the Name and with the Privity of the Accountant General of the said Court of Chancery to the Credit of the aforesaid Causes; and also after reciting that the said Master, by his Report made in the said Causes, bearing Date the Twenty-second Day of the then Instant *December*, certified that he had ascertained the whole Costs respecting the raising of the said Sum of Fourteen thousand nine hundred Pounds at the Sum of Four hundred and fourteen Pounds Two Shillings and Ten-pence, and which Sum of Four hundred and fourteen Pounds Two Shillings and Ten-pence was to be raised by such Mortgage as the said Decree directed: It is by the said Indenture of the Twenty-third Day of *December* One thousand seven hundred and ninety-six witnessed, that in pursuance of and in Obedience to the said Decree or decretal Order of the High Court of Chancery, and in Consideration of the Sum of Fourteen thousand nine hundred Pounds so paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court, and also in Consideration of the Sum of Four hundred and fourteen Pounds Two Shillings and Ten-pence paid by the said *Robert Taylor* as and for the Costs of the several Parties for raising the same, making together Fifteen thousand three hundred and fourteen Pounds Two Shillings and Ten-pence, and for other Considerations therein expressed, the said *Thomas Cotton*, at the Request and by the Direction of the said *Robert* now *Earl Ferrers*, and with the Privity, Consent, and Approbation of the said *Washington Shirley* and *Henry Townly Ward*, did bargain, sell, assign, transfer, and set over unto the said *Robert Taylor*, all the Manors or Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises in and by the said Indenture of the Thirtieth Day of *April* One thousand seven hundred and eighty-four, limited, granted, and demised to the said *James Garth*, and by the said Indenture of the Tenth Day of *May* One thousand seven hundred and eighty-four, assigned by the said *James Garth* to the said *Thomas Cotton* as aforesaid, with their Rights, Members, and Appurtenances, to hold the same unto the said *Robert Taylor*, his Executors, Administrators, and Assigns, for the then Residue of the said Term of Two thousand Years; subject nevertheless to a Proviso or Condition therein contained, that if the Person or Persons for the Time being entitled to the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises in Remainder, expectant on the Determination of the said Term of Two thousand Years, did pay to the said *Robert Taylor*, his Executors, Administrators, or Assigns the said Sum of Fifteen thousand three hundred

hundred and fourteen Pounds Two Shillings and Ten-pence, with Interest at Four Pounds *per Centum*, on the Twenty-third Day of *June* then next, without any Deduction or Abatement, then that the said *Robert Taylor*, his Executors, Administrators, or Assigns would assign or surrender the said Manors or Lordships and other Hereditaments for the then Residue of the said Term of Two thousand Years, as the Person or Persons for the Time being entitled to the same should direct or appoint: And whereas the said *Robert Earl Ferrers* hath Issue only One Son, namely, the said *Robert Sewallis Shirley*, commonly called *Viscount Tamworth*, and the said *Washington Shirley* hath Issue only One Son, namely, *Robert William Shirley*, an Infant of the Age of Eighteen Years or thereabouts: And whereas the said Principal Sum of Fifteen thousand three hundred and fourteen Pounds Two Shillings and Ten-pence still remains due to the said *Robert Taylor* on his said Mortgage Security, but all Interest up to the Twenty-third Day of *December* last hath been paid by the said *Robert Earl Ferrers*, and the said *Robert Taylor* hath lately called in and demanded Payment of his said Mortgage Money: And whereas the Manor or Lordship and Estate of *Ratcliffe-upon-Wreke* in the County of *Leicester*, (which are Parcel of the Estates comprised in the said Indenture of Release of the Twenty-fifth Day of *May* One thousand seven hundred and eighty-one), lie detached and at a considerable Distance from the Family Seats and the rest of the said settled Estates, and there is no Mansion House or Seat belonging thereto, and the Farm Houses thereon are old and only built with Mud, and are in an indifferent Condition, and therefore it will be beneficial for the said *Robert Earl Ferrers*, and *Robert Sewallis Shirley* commonly called *Viscount Tamworth*, and the said *Washington Shirley* and his said infant Son, and all other Persons who may under the Limitations in the said Indenture of Release contained come into the Possession of or be interested beneficially in the rest of the said settled Estates, that the said Manor or Lordship and Estate of *Ratcliffe-upon-Wreke* aforesaid should be sold, and that the Monies arising from the Sale thereof, (after Payment of the Costs and Expences of this Act, and also of the said Sales), should be applied in or towards the Discharge of the said Mortgage Debt of Fifteen thousand three hundred and fourteen Pounds Two Shillings and Ten-pence, and that the Surplus of the said Monies (if any) should be laid out or invested in the Purchase of other Estates to be settled to the same Uses as the rest of the said settled Estates do now stand limited to; but by Reason of the Limitations contained in the said Indenture of Release of the Twenty-fifth Day of *May* One thousand seven hundred and eighty-one, such Sale cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects, the said *Robert Earl Ferrers*, *Robert Sewallis Shirley*, and *Washington Shirley*, on Behalf of themselves respectively, and the said *Washington Shirley* as the Guardian, and on the Behalf of his said Infant Son, 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 all that the Manor or Lordship of *Ratcliffe-upon-Wreke* in the County of *Leicester*, with the Rights, Members, and Appurtenances thereto belonging, and all and singular the Messuages, Mills, Farms, Lands, Tenements, and Hereditaments mentioned and specified in the Schedule hereunto annexed, and all and singular other

Vesting the
Manor of
*Ratcliffe-upon-
Wreke* in a
Trustee to be
sold.

other Messuages, Lands, Tenements, and Hereditaments whatsoever of him the said *Robert* now Earl *Ferrers*. situate at *Ratcliffe-upon-Wreke* in the said County of *Leicester*, and being Parcel of the Estates comprised in the said recited Indenture of Release of the Twenty-fifth Day of *May* One thousand seven hundred and eighty-one, together with all Out-houses, Cottages, Barns, Stables, Buildings, Yards, Gardens, Woods, Underwoods, Ways, Paths, Passages, Waters, Watercourses, Rivers, Fisheries, Easements, Commons, Wastes, Profits, Rents, Advantages, and Appurtenances whatsoever to the said Manor or Lordship, Messuages, Mills, Farms, Lands, Tenements, and Hereditaments, or any of them, belonging or appertaining, or with the same or any Part thereof used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof; and the Reversion 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 vested in and the same are hereby from henceforth accordingly vested in *Abraham Hoskins* of *Burton-upon-Trent* in the County of *Stafford* Esquire, and his Heirs, to the Use of him the said *Abraham Hoskins* and his Heirs, freed and absolutely discharged of and from all the Estates, Uses, Trusts, Powers, Provisoos, Declarations; and Agreements in or by the said recited Indenture of Release of the Twenty-fifth Day of *May* One thousand seven hundred and eighty-one, limited, created, expressed, and declared of and concerning the same; but nevertheless upon the Trusts and for the Ends, Intents, and Purposes herein-after expressed and declared, (that is to say), upon Trust that he the said *Abraham Hoskins* and his Heirs do and shall, with all convenient Speed, (with the Consent and Approbation in Writing of the said *Robert* Earl *Ferrers*, or in case of his Decease, then with the Consent and Approbation in Writing of the Person who shall for the Time being be entitled beneficially in Possession to the Rents and Profits of the said Manors or Lordships and other Hereditaments comprised in the said recited Indenture of Release of the Twenty-fifth Day of *May* One thousand seven hundred and eighty-one), absolutely make Sale and dispose of the said Manor or Lordship of *Ratcliffe-upon-Wreke*, and all and singular the Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested in him the said *Abraham Hoskins* as aforesaid, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof for such Price or Prices as to him the said *Abraham Hoskins* or his Heirs shall appear to be the most that can be reasonably had or gotten for the same; and upon Payment in the Manner herein-after directed of the Purchase Money or Monies for which the said Manor or Lordship, Messuages, Farms, Lands, Tenements, and Hereditaments, or any Part or Parts thereof, shall be sold, do and shall (with such Consent and Approbation as aforesaid) convey and assure the same or such Part or Parts thereof for which such Monies shall be so paid unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns for ever, or to such Uses and in such Manner as he, she, or they shall direct, freed and discharged as aforesaid.

II. And be it further enacted, That the Monies to arise from such Sale or Sales as aforesaid shall be paid and applied by the Purchaser or Purchasers

[Loc. & Per.]

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Directing the Application of the Monies.

fers of the said Manor or Lordship, Messuages, Farms, Lands, Tenements, and Hereditaments so to be sold in Manner following, (that is to say, in the First Place in Payment of the Costs, Charges, and Expences, which shall be incurred by the said *Robert Earl Ferrers*, in or about the applying for and obtaining of this Act, and the making and completing of such Sale or Sales as aforesaid, and the Execution and Performance of the Trusts and Purposes of this Act, or in anywise relating thereto: Provided always, That an Acknowledgement, signed by the said *Abraham Hoskins* or his Heirs, of the Amount of such Costs, Charges, and Expences, and that the same have been paid by the Purchaser or Purchasers of any of the Hereditaments to be sold, or his, her, or their Heirs, Executors, Administrators, or Assigns, shall be a sufficient Discharge for the Money so paid, without his, her, or their being obliged to inspect the Accounts or Particulars of such Costs, Charges, and Expences; and that such Purchase Monies shall, in the next Place, be paid and applied by such Purchaser or Purchasers in or towards the Payment and Discharge of the said Sum of Fifteen thousand three hundred and fourteen Pounds Two Shillings and Ten-pence so due and owing to the said *Robert Taylor*, on Mortgage of the said settled Estates as herein-before is mentioned; and that in case the Monies to arise from such Sale or Sales as aforesaid, shall be more than sufficient for the Payment and Discharge of such Costs, Charges, and Expences, and of the said Sum of Fifteen thousand three hundred and fourteen Pounds Two Shillings and Ten-pence as aforesaid, then all the Residue and Surplus thereof shall be paid by the Purchaser or Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Estates of the said *Robert Earl Ferrers*, so to be sold as aforesaid pursuant to the Methods prescribed by an Act of the Twelfth Year of King *George* the First, Chapter the Thirty-second, and the General Order of the said Court, and without Fee or Reward; according to the Act of the Twelfth Year of His late Majesty King *George* the Second, Chapter the Twenty-fourth; and that the Receipt of the said *Robert Taylor*, his Executors, Administrators, or Assigns, for any Sum or Sums of Money paid in Discharge of his said Mortgage Debt, or the Certificate of the said Accountant-General of the Court of Chancery of the Payment of any Sum or Sums of Monies paid into the Bank of *England* by any Purchaser or Purchasers, together with the Receipt or Receipts of One of the Cashiers of the said Bank, to be thereto annexed and therewith filed in the Register Office of the said Court, shall be a sufficient Release and Discharge for the Monies so paid as last aforesaid, and that such Purchaser or Purchasers shall not afterwards be obliged to see to the Application of such Money, or any Part thereof.

Accountant
General to
place out the
Money to be
paid into the
Bank until a
convenient
Purchase can
be found.

III. And be it further enacted, That the Money so to be paid into the Bank of *England* as aforesaid, shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *Robert Earl Ferrers*, or by the Person or Persons who would for the Time being be entitled to the Rents of the Lands and Hereditaments to be purchased as herein-after mentioned, or by the Guardian or Guardians of such Person or Persons if under Age, be laid out and invested in such Manner as the said Court shall

shall direct, in the Purchase of Freehold Lands, Tenements, or Hereditaments in the Counties of *Leicester* or *Stafford*, and as near as may be to the Bulk of the said settled Estates in One or other of the said Counties, in Fee Simple, in Possession free from Incumbrances, except Fee Farm or Quit Rents; and that the Lands, Tenements, and Hereditaments so to be purchased, shall be conveyed and settled to, upon, and for such and so many of the Uses, Trusts, Intents, and Purposes, and with, under, and subject to such and so many of the Powers, Provisoos, Declarations, and Agreements in and by the said recited Indenture of Release and Settlement of the Twenty-fifth Day of *May* One thousand seven hundred and eighty-one, declared and contained of and concerning the Manors or Lordships and other Hereditaments therein comprised, as shall be then subsisting undetermined and capable of taking Effect.

IV. And be it further enacted, That in the mean Time, until the Money so to be paid into the Bank of *England* as aforesaid can be laid out in the Purchase of Lands, Tenements, or Hereditaments as aforesaid, the same shall be laid out in the Name of the Accountant General of the Court of Chancery, in the Purchase of Navy or Victualling Bills or Exchequer Bills, and that the Interest arising from the Money so laid out in Navy or Victualling or Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling or Exchequer Bills; all which said Navy or Victualling or Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved of as before directed, and until the same shall upon such Petition as aforesaid be ordered by the said Court of Chancery to be sold by the said Accountant General for the completing of such Purchase or Purchases; and that if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out therein as aforesaid, then and in that Case only the Surplus of such Excess which shall remain after discharging the Expence of the Applications to the Court, shall be paid to such Person or Persons as would have been entitled to the Rents and Profits of the Lands to be purchased as aforesaid, or to the Representatives of such Person or Persons: Provided always, that it shall be lawful for the said Court of Chancery to make an Order for taxing the Costs of any Application to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank and investing the same in such Purchase as aforesaid, and for the Payment of such Costs out of the Money so to be paid into the Bank, or out of the Money arising by Sale of the Navy or Victualling or Exchequer Bills to be purchased therewith as aforesaid.

Money paid into the Bank, to be laid out in Purchase of Navy, &c. Bills.

V. And be it further enacted, That in the mean Time, until the said Manor or Lordship, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested in the said *Abraham Hoskins* and his Heirs in Trust as aforesaid, shall be sold pursuant to the Directions of this Act, he the said *Abraham Hoskins* or his Heirs shall permit the same to be held or enjoyed,

Until the Manor sold, Rents and Profits to be received by Persons entitled.

joyed, and the Rents and Profits thereof to be received and taken, by such and the same Person or Persons as would have been entitled or ought to have held and enjoyed, received, and taken the same in case this Act had not been made.

For appoint-
ing new
Trustees.

VI. And be it further enacted, That if the said *Abraham Hoskins*, or any future Trustee or Trustees to be appointed in his Place, shall die or desire to be discharged from or become incapable to act in the Trusts, Powers, and Authorities by this Act in him or them reposed or vested, at any Time before such Trusts, Powers, and Authorities shall be fully executed and performed or satisfied, then and in such Case, and when and so often as the same shall happen, it shall and may be lawful for the said *Robert Earl Ferrers*, or in case of his Decease, for the Person or Persons beneficially entitled to the Rents and Profits of the aforesaid Manor or Lordship and other Hereditaments, or such Part thereof as shall remain undisposed of, or in case of the Infancy of such Person or Persons, then for his, her, or their Guardian or Guardians for the Time being, by any Writing or Writings under his, her, or their Hand and Seal or Hands and Seals, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying or desiring to be discharged from or becoming incapable to act in the said Trusts, Powers, and Authorities; and that when and as soon as such Nomination or Appointment shall be approved of and confirmed by the Court of Chancery, by an Order to be made in a summary Way upon the Petition of the Person or Persons making such Nomination and Appointment, all such Parts of the said Manor or Lordship, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested in the said *Abraham Hoskins* as aforesaid as shall then remain undisposed of pursuant to the Directions of this Act, shall thereupon be forthwith conveyed, by the Person or Persons in whom the same may be then legally vested, so and in such Manner as that the same shall be legally and effectually vested in the continuing Trustee thereof (if any) and such new Trustee as aforesaid, or wholly in such new Trustees, as the Case may require, upon the Trusts and for the Purposes herein-before declared of and concerning the same, and with the same Powers and Authorities relating thereto as are hereby vested in him the said *Abraham Hoskins*.

Trustees only
to be answer-
able for their
own Acts.

VII. And be it further enacted and declared, That the said *Abraham Hoskins*, and the Trustee or Trustees hereafter to be appointed as aforesaid, or any of them, or their respective Heirs, Executors, or Administrators, shall not be answerable or accountable for any Money to be received by virtue of or under this Act, or the Trusts hereby reposed in him or them, otherwise than for such Sum and Sums of Money as he or they shall actually receive, and shall not be responsible for any Loss or Damage which may happen in or about the Execution of any of the Trusts or Powers aforesaid without his or their wilful Default; and also that he or they, and every of them, and his and their Heirs, Executors, and Administrators, shall and may, by and out of the Monies which shall come to his or their Hand or Hands as aforesaid, retain to and reimburse himself and themselves respectively, all such Costs, Charges, and Expences as he or they shall
or

or may sustain or be put unto by reason of such Trusts, Powers, and Authorities as aforesaid, or any of them, or the Execution thereof, or in anywise relating thereto.

VIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Robert Earl Ferrers*, and the said *Robert Sewallis Shirley* commonly called Viscount *Tamworth*, and the First and other Son and Sons of the said *Robert Sewallis Shirley* commonly called Viscount *Tamworth*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and all and every other the Son and Sons of the said *Robert Earl Ferrers*, and the Heirs Male of the Body and Bodies of such Son or Sons, and the said *Washington Shirley*, and the aforesaid *Robert William Shirley* his Infant Son, and the Heirs Male of his Body, and all and every other the Son or Sons of the said *Washington Shirley*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and the right Heirs of the said *Robert Earl Ferrers*, and the said Trustees named and appointed in and by the said recited Indenture of Release for preserving the Contingent Remainders therein limited), all such Estate, Right, Title, Interest, Property, Claim, or Demand whatsoever, in, to, or out of the said Manor or Lordship and other Hereditaments by this Act vested in the said *Abraham Hoskins*, in Trust to be sold as aforesaid, or any Part thereof, as they, every, or any of them had before the passing this Act, or could or might have had or enjoyed in case this Act had not been made.

General
Saving.

IX. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and may be given in Evidence in all Courts of Justice, and before all Judges and Justices, who shall take judicial Notice thereof in like Manner as if the same had been declared to be a publick Act.

Act to be
printed by the
King's
Printer.

PARTICULARS of the Estate referred to by the foregoing Act.

Tenants Names.	Particulars.	Quantities.			Yearly Rent.		
		A.	R.	P.	£.	s.	d.
Francis Goude	A Messuage and Farm } containing - - }	211	1	15	240	0	0
Joseph Henson	Mill and Lands -	34	2	18	50	0	0
Thomas Sarson	A Messuage and Farm	155	2	7	170	0	0
John Hubbard	A Messuage and Lands	55	3	31	63	6	8
Ann Ward	A Cottage and Garden	0	1	12	0	10	0
John Kirby	A Messuage and Garden	0	2	4	2	0	0
James Martin	A Cottage and Garden	0	0	11	0	5	0
Thomas Slater	Ditto and Ditto -	0	0	9	0	5	0
John North	Ditto and Ditto -	0	0	21	0	6	0
Benjamin Needham	Ditto and Ditto -	0	0	16	0	6	0
William Staples	Ditto and Ditto -	0	0	8	0	2	0
Ann Stevens	Ditto and Ditto -	0	0	7	0	2	0
Total		459	2	39	527	2	8

OUTGOINGS.

Twenty Shillings Chief Rent annually, Fealty Money, and Relief to Seagrave Court, upon every Alienation, Land Tax not redeemed Eighteen Pounds Nine Shillings.

The above is a true Schedule,

JAMES ORME.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1803.