



ANNO TRICESIMO NONO & QUADRAGESIMO

GEORGI III. REGIS.

Cap. 100.

An Act for Sale of certain Estates in the Parishes of *Claypole, Great Ponton, and Kirton*, in the County of *Lincoln*, devised by the Will of the Reverend *William Rastall* Doctor in Divinity, and for laying out the Money arising by Sale thereof in the Purchase of other Estates, to be settled to the same Uses, and for other Purposes in the said Act mentioned.

[30th June 1800.]

WHEREAS by Indentures of Lease and Release, bearing Date in the Year of our Lord One thousand seven hundred and fifty-four, the Release being *Quinquartite*, and expressed to be made between the Reverend *William Rastall*, of *Newark-upon-Trent* in the County of *Nottingham*, Clerk, of the First Part; *Ann Rastall* Widow, Mother of the said *William Rastall*, of the Second Part; *Mary Allgood* Spinster, afterwards the Wife of the said *William Rastall*, of the Third Part; *Launcelot Allgood* and *William Ellis* Esquires, of the Fourth Part; and the Reverend *William Stoddart*, and *Timothy Rastall* Esquire, of the Fifth Part; purporting to be a Settlement made in Contemplation of a Marriage soon afterwards solemnized between the said *William Rastall* and *Mary Allgood*; he the said *William Rastall* did, for the Considerations

Preamble.
Indentures of
Lease and Re-
lease of 1754,
being Settle-
ment on the
Marriage of
the Rev *Wil-*
liam Rastall.

[Loc. & Per].

rations

rations therein expressed, grant, bargain, sell, alien, release, and confirm unto the said *William Maddart* and *Timothy Rastall*, and their Heirs, all that Close of Arable, Meadow, or Pasture Ground situate in *Claypole* in the County of *Lincoln*, called *Worthing*, ~~containing by Estimation Sixty Acres~~, and all the other Close of Arable, Meadow, or Pasture Ground in *Claypole* aforesaid, called *Sudall*, otherwise *Riddall*, otherwise *Nether Sudall*, ~~containing by Estimation Twenty-two Acres~~; and all the ~~Services~~ of ~~the same~~, with the ~~Barn~~, Stables, and Buildings thereunto ~~belonging~~, and ~~Six~~ Oxcgangs of Arable Land, lying dispersed in the Fields of *Claypole* aforesaid, containing by Estimation Sixty-five Acres; and several Pieces or Parcels of Meadow Ground, lying dispersedly in the Meadows of *Claypole* aforesaid, containing by Estimation Twenty Acres; and One Close or Parcel of inclosed Ground, commonly called *Oster Fen Close*, or *Two Oxgang Close*, in *Claypole* aforesaid, containing by Estimation Thirteen Acres; and One Close or Parcel of inclosed Ground in *Claypole* aforesaid, called *Oster Fen Close*, or *Three Oxgang Close*, containing by Estimation Eight Acres; and One other Close or Parcel of inclosed Ground in *Claypole* aforesaid, called *Great Fen Close*, containing by Estimation Eight Acres and a Half; and One other Close or Parcel of inclosed Ground in *Claypole* aforesaid, called *Worby Row Close*, containing by Estimation Three Acres; and One other Close or Parcel of inclosed Ground in *Claypole* aforesaid, called *Great Oster Fen Close*, containing by Estimation Thirty-one Acres; and One other Close or Parcel of inclosed Ground in *Claypole* aforesaid, called *Waddock Close*, containing by Estimation Eighteen Acres; which Premises were then or then late in the Occupation of *Robert Cooke*, his Undertenants or Assigns: And also all those Two Oxgangs of Arable Land lying dispersedly in the several Fields of *Claypole* aforesaid, containing by Estimation Twenty-one Acres, and several Pieces or Parcels of Meadow Ground situate in the several Meadows of *Claypole* aforesaid, containing by Estimation Six Acres; and One Close or Parcel of inclosed Ground, called *Horse Close*, containing by Estimation Fourteen Acres; which last-mentioned Premises were then or late in the Occupation of *Laurence Barnsdale*, his Undertenants or Assigns; and all the One Oxgang of Arable Land, being dispersed in the several Fields of *Claypole* aforesaid, containing by Estimation Eleven Acres; and several Pieces or Parcels of Meadow Ground being dispersed in the several Meadows of *Claypole* aforesaid, containing by Estimation Twelve Acres; which last-mentioned Arable Land and Meadow Ground last-mentioned were then or then late in the Occupation of *John Scrimshaw*, his Undertenants or Assigns: And also One Close, or Parcel, of inclosed Ground in *Claypole* aforesaid, called *Waddock Close*, containing by Estimation Twenty-six Acres; and One other Close or Parcel of inclosed Ground situate in *Claypole* aforesaid, called *Great Oster Fen Close*, containing by Estimation Thirty-two Acres, which Two last-mentioned Closes were then or then late in the Occupation of *Marys* Widow, her Undertenants or Assigns: And also One Close or Parcel of inclosed Ground situate in *Claypole* aforesaid, called *Dovecot Close*, and a Yard thereto belonging, containing by Estimation Three Acres, then late in the Occupation of *Sarah Mansfield* Widow, and then of *John Tinsley*; and all the Water Course Mill in *Claypole* aforesaid, with the Mill House thereunto adjoining and belonging, and all the Services, Suits, Soke, Grist, and Millfere to the said Mill belonging or accustomed:

toméd: And also all that little Close adjoining to the said Mill, called *The Mill Holme*, containing by Estimation One Acre; which Premises were then or then late in the Occupation of *John Tinsley*, his Undertenants or Assigns; and all that Messuage, House, or Tenement, in *Claypole* aforesaid, then or late in the Occupation of *John Harris*, his Undertenants or Assigns, together with the Homestead thereto belonging, containing One Rood of Ground or thereabouts; and also divers Lands and Tenements, situate at *Newark-upon-Trent* in the County of *Nottingham*, and therein particularly described; all which said several Closes, Pieces, or Parcels of Land or Ground contain together, by Estimation, Three hundred and seventy-four Acres and Three Roods, or thereabouts, and the Reversion and Reversions, Remainder and Remainders thereof: To hold the same unto the said *William Stoddart* and *Timothy Rastall*, and their Heirs, to the Uses following; that is to say, to the Use of the said *William Rastall* and his Heirs, until the Solemnization of the said then intended Marriage, and after the Solemnization thereof to the Use of the said *William Rastall* and his Assigns during his Life, with Remainder to Trustees and their Heirs during the Life of the said *William Rastall*, to preserve Contingent Remainders, and after his Decease to the Use and Intent that the said *Mary Allgood*, his then intended Wife, (who is since deceased), might, in case of there being Issue of their Bodies living at the Decease of the said *William Rastall*, or born in due Time afterwards, take thereout during the joint Lives of herself and such Issue a certain Annuity or yearly Rent Charge therein specified; and if there should be no such Issue, or if such Issue should fail in the Lifetime of the said *Mary Allgood*, another Annuity or Rent Charge in lieu thereof and subject thereto, and to the usual Powers and Remedies of Distress and Entry, and Perception of Profits, in case of Nonpayment; to the Use of the said *Launcelot Allgood* and *William Ellis*, for a Term of Five hundred Years, upon Trust, to raise Portions for the Daughters and younger Sons of the said then intended Marriage, and subject to the same Term, to the Use of the First and other Sons of the said *William Rastall* by the said *Mary Allgood*, his then intended Wife, successively in Tail Male, with Remainder to the said *William Rastall*, his Heirs and Assigns for ever: And whereas there was no Issue of the above-mentioned Marriage except *William Dickinson Rastall*, now called *William Dickinson*, of *Muskham* in the County of *Nottingham*, Esquire: And whereas at the Time of executing the said recited Settlement, the said *William Rastall* was seised in Fee of other Estates at *Claypole* not comprised therein; *videlicet*, of the Manor of *Claypole*, otherwise *Cressley Hall*, and *Hebden Hall*, the Manor House belonging thereto, and a Close, containing by Estimation Twenty-seven Acres, called the *Dovecot Close*; another Close, containing Eighteen Acres, called the *Suddalls*, otherwise *Soothill Meadow*; a Piece of Ground, whereon a Cottage formerly stood, and Two Oxcgangs of Land, Ley, Meadow, and Pasture, and a Farm House thereto belonging; all which Premises were purchased by him of *Mary Lucas*, and *Richard Lucas* her Son, in or about the Year One thousand seven hundred and forty-nine, of several Cottages or Tenements situate in *Claypole* aforesaid, then or then late in the Occupations of *John Wadsworth*, *Thomas Brierley*, and *George Brierley*, of a Close called *Bratts Close*, containing by Estimation Twenty-seven Acres, or thereabouts; another Close, called *Great Hill Close*, containing Forty Acres; Two Closes, One of which was called *Little Hill Close*, and contained by Estimation Twelve Acres; and

The Rev. *William Rastall* seised in Fee of certain other Estates at *Claypole* not comprised in the Settlement.

Certain Lands
in Claypole
purchased by
William Rastall.

Act for inclos-
ing Claypole.

Allotment un-
der the In-
closure Act to
William Rastall.

Indentures of
Lease and Re-
lease 19th and
20th Nov.
1787, being

the other *Sadforth Close* and contained by the said Indenture Four Acres, and of a Close called *New Close* containing by the said Indenture Six Acres; which said mentioned Premises were Part of the said *Testator's* *Manorial Estate* and also of a Cottage, and *Manorial* *House*; purchased by him of *John Harrison* in or about the Year of our Lord One thousand seven hundred and forty-seven; which said last mentioned Lands, Tenements and *Manorial* *House*, or the Part thereof, were also conveyed to him in respect of the said under the Award hereinbefore recited, and of the Premises mentioned in the Third Schedule to the said Act, and whereas the said *William Rastall* did after the execution of the said recited Settlement, that is to say, some Time before the Year of our Lord One thousand seven hundred and sixty, purchase from *Thomas Merton* of *Claypole* aforesaid several Pieces or Parcels of Arable Land in the Common Fields of *Claypole* aforesaid, and to the said *William Rastall* conveyed the same to the Use of himself and his Heirs, and did, in or about the Year of our Lord One thousand seven hundred and sixty, purchase from *John Swaiths* of *Meadow Ground* in the South Fen of *Claypole* aforesaid a certain Part of an Exchange made with *Richard Brough* *Esquire*, since deceased, and whereas some Time in the Year of our Lord One thousand seven hundred and sixty-nine, an Act was passed for dividing and inclosing the said *Manorial* *House* and Pastures in the Lordship of *Claypole* aforesaid, and in pursuance of the Powers contained in the said Act, the said *William Rastall* took in Exchange from *William Scarborough* *Esquire* another Close of Meadow or Pasture in the aforesaid *Claypole* aforesaid, called the *Auster Fen Close*, containing Twenty Acres, two Roods, and thirty eight Perches, more or less, in lieu of a Close belonging to the said *William Rastall*, called *Broad Fen Close*, Part of the Premises comprised in the above recited Settlement; And whereas the Commissioners appointed by the aforesaid Act did by their Award, bearing Date on or about the Twelfth Day of *November* One thousand seven hundred and seventy-one, set out and appoint unto the said *William Rastall* in lieu of and as a Compensation for all his Share, Interest, and Right of Common in, over, and upon the several said Fields, Meadows, and Pastures, in and by the said Act intended to be divided and inclosed, all those several Pieces or Parcels of Land hereinafter particularly mentioned and described, containing in the Whole Two hundred and six Acres and Two Roods; (that is to say), all those Fifty-nine Acres One Rood and Eight Perches, No. 11, Parcel of *Meadow*; all those Forty-five Acres One Rood and Twenty Perches, No. 12, Parcel of the *Large Field*; all those Seventeen Acres One Rood and Thirty-one Perches, No. 10, Parcel of the *Southing Meadow*; all those Twenty-nine Acres One Rood and Thirteen Perches, No. 68, Parcel of the *Northing Meadow*; and all those Fifty-three Acres Three Roods and Four Perches, No. 65, Parcel of the *Chappel Field* and *Northing Meadow* aforesaid; but no Distinction was made in and by the said Award between such of the Premises thereby allotted to the said *William Rastall* as were so allotted to him in lieu or in respect of the Lands and Tenements comprised in the First hereinbefore recited Indentures of Settlement, and those which were allotted to him in respect of his *Manorial* *Rights*, as in lieu or in respect of the Lands and Tenements whereof he was seized in Fee as aforesaid, and which were not settled in Manner hereinbefore recited: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Nineteenth and Twentieth Days of *November* in the Year One thousand seven

seven

seven hundred and eighty-seven, (the Release being of Seven Parts, and made between *John Kenrick* Esquire, of the First Part; *Harriet Kenrick* Spinster, his Daughter, now the Wife of the said *William Dickinson*, the Son of the said *William Rastall*, of the Second Part; the said *William Dickinson* by his then Name and Description of *William Dickinson Rastall* of *Lincoln's Inn* in the County of *Middlesex* Esquire of the Third Part; the said *William Rastall* and the said *Mary* his Wife, of the Fourth Part; *James Allgood* Esquire, of the Fifth Part; *Charles Mellish* and *John Lane* Esquires, of the Sixth Part; and the Reverend *Matthew Kenrick* Doctor in Divinity, and *Roger Pocklington* Esquire, of the Seventh Part); purporting to be a Settlement made in Contemplation of a Marriage soon afterwards solemnized between the said *William Dickinson* and the said *Harriet Kenrick*, they the said *William Rastall* and *Mary* his Wife, and the said *William Dickinson*, did grant, bargain, sell, release, and confirm unto the said *Charles Mellish* and *John Lane* and their Heirs, all those several Closes, Oxcgangs, Pieces or Parcels of Arable, Meadow, and Pasture Ground, Messuage, Farmhouse, Barns, Stables, Buildings, Water Corn Mill, Mill House, Services, Suit, Soke, Grist, and Mulcture, Messuage, House, or Tenement, Homestead, and all and singular other the Premises in and by the said Indentures of Lease and Release first herein-before recited, mentioned to be situate at *Claypole* aforesaid, without referring to or mentioning the said Award, or the Allotments therein mentioned; and likewise all that the Manor or reputed Manor or Lordship of *Claypole*, and also other Hereditaments therein described, to hold the same unto the said *Charles Mellish* and *John Lane* and their Heirs, to the following Uses, which were to take Effect after the Solemnization of the said intended Marriage; (that is to say), as to the said Manor, and the rest of the Premises in *Claypole* aforesaid, to the Use of the said *William Dickinson* for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Charles Mellish* and *John Lane*, and their Heirs, during the Life of the said *William Dickinson*, upon Trust to support Contingent Remainders, and after his Decease to the Use, Intent, and Purpose to secure to the said *Harriet Kenrick*, his then intended Wife, One annual Sum or yearly Rent Charge of Five hundred Pounds for her Jointure and in Bar of Dower, and subject thereto and to the several Powers and Remedies for Recovery thereof; to the Use of the said *Matthew Kenrick* and *Roger Pocklington* for a Term of Ninety-nine Years, for better securing the same, and subject thereto; to the Use of such Child or Children of the Body of the said *William Dickinson* on the Body of the said *Harriet Kenrick* his then intended Wife, and the Heirs of the Body or Bodies of such Child and Children, in such Shares and Proportions, and for such Estate and Estates as the said *William Dickinson* should direct or appoint in Manner therein mentioned; and in Default of such Appointment to the Use of the First and other Sons of the said *William Dickinson*, by the said *Harriet Kenrick* successively in Tail General; and in Default of such Issue to the Use of the said *William Dickinson*, his Heirs and Assigns for ever: And in the said Indenture of Release now in Recital is contained a Power for the said *William Dickinson* at any Time during his Life, with the Consent and Approbation of the said *Charles Mellish* and *John Lane*, or the Survivor of them, or his Heirs, to be testified as therein mentioned, to sell and dispose of the Premises thereby settled, subject to the usual Provisions for investing the Monies arising by Sale thereof in the Purchase of other Estates to be settled

the Settlement
on the Mar-
riage of Wil-
liam Dickinson
with Harriet
Kenrick Spin-
ster.

Will of William
Rastall, June
14, 1788, re-
cited.

Contracts for
Sale of Estates.

Circumstances
of the Estate
at Claypole.

bled to the same Uses: And whereas the Marriage between the said William Dickinson and Harriet Kenrick was solemnized soon after the Execution of the last above recited Indentures: And whereas the said William Rastall made his last Will and Testament in Writing, bearing Date on or about the Fourteenth Day of June One thousand seven hundred and eighty-eight, and executed as the Law requires for passing Real Estates, and thereby gave and devised all his Messuages, Lands, Tenements, and Hereditaments whatsoever in the Counties of Lincoln and Nottingham, or in either of them, which were not settled on his said Son's Marriage, unto his the said William Rastall's said Wife, for and during the Term of her natural Life, in case she should so long continue his Widow; and from and immediately after her Decease or marrying again, he gave and devised the same to his Son the said William Dickinson, by his then Name of William Dickinson Rastall, for and during the Term of his natural Life, with Remainder to the First and other Sons of the said William Dickinson lawfully begotten or to be begotten successively in Tail General; and in Default of such Issue, to all and every the Daughters of the said William Dickinson and their Heirs, if more than One, as Tenants in Common, and if but One, then to such only Daughter and her Heirs; and for Default of Issue of the said William Dickinson, then the Testator gave and devised the same unto his the said Testator's Nephew, Charles Steer, Son of his Sister Steer, and to his Heirs for ever: And whereas the said Testator William Rastall departed this Life on or about the Fourteenth Day of November One thousand seven hundred and eighty-eight, without having revoked or altered his said Will, leaving the said Mary Rastall his Widow, and the said William Dickinson his only Child him surviving: And whereas the said Mary, the Widow of the said William Rastall, departed this Life on or about the Seventh Day of February One thousand seven hundred and ninety-nine: And whereas there are Issue of the said William Dickinson Two Sons and Two Daughters, namely, William Rastall, of the Age of Eleven Years or thereabouts, Edmund Allgood, of the Age of Ten Years or thereabouts, Harriet, of the Age of Nine Years or thereabouts, and Laura Kenrick, of the Age of One Year and upwards, and no other Child: And whereas the said William Dickinson has contracted with Robert Heron of Stratton in the County of Lincoln Esquire, and with John Wriglesworth of Claypole afore said, Merchant, and with Thomas Brown of Newark afore said, Butcher, for the Sale of the said Manor of Claypole, and of all and singular the Messuages, Lands, Tenements, and Hereditaments of him the said William Dickinson at Claypole, afore said, (this is to say) as well of the Parts comprised in the Settlement herein before recited to have been made on the Marriage of the said William Dickinson, and which he is thereby empowered to dispose of upon the Terms therein mentioned, as of the Parts devised by the said Will of the said William Rastall his Father, in several Lots, and for several Sums of Money, namely, the said Robert Heron has contracted to give for the Part proposed to be purchased by him the Sum of Twenty-four thousand three hundred Pounds, the said John Wriglesworth, for the Part proposed to be purchased by him, the Sum of Three thousand Pounds, and the said Thomas Brown, for the Part proposed to be purchased by him, and containing Thirty Acres, more or less, the Sum of Thirty-three Pounds per Acre, which Sums, amounting together to the Sum of Twenty-eight thousand three hundred Pounds or thereabouts, are collectively considered a high Price for the same Estate: And whereas the said Estates at Claypole are liable to frequent Injury by Inundations, and on

on Account of their lying contiguous to and being intermixed together, could not be sold separately to equal Advantage: And whereas, in order to ascertain the separate Value of each Estate, and the Proportion of the Lands allotted by the above mentioned Award which ought to belong to each Estate respectively, a Survey and Valuation have been made and taken thereof, and it appears, upon a careful Investigation of the Situation, Quantity, Quality, and Value of the Lands allotted by the Award above recited to the said *William Rastall*, and by Inquiry into the Situation, Quantity, Quality, and Value respectively of such Parts of the said several Estates at *Claypole*, which were comprised in the first herein-before recited Indentures of Settlement, and of the Residue of such Estates whereof the said *William Rastall* was seised in Fee-simple as aforesaid, that the Lands and Tenements specified in the First Schedule to this Act, are a fair and just Proportion of the said entire Allotments, in respect of such Parts of the above mentioned Estates as were comprised in the said first recited Settlement, and in respect of the Manerial Rights aforesaid, and that the Lands and Tenements specified in the Second Schedule to this Act, (being the Residue of the said Allotment), are a fair and just Proportion thereof in respect of the Whole of the Estates in *Claypole* which belonged to the said *William Rastall* deceased, and which were not comprised in the said first mentioned Settlement, save and except the Manor aforesaid: And whereas the Whole of the Lands and Tenements comprised in the said Second Schedule are Parcel of the Premises proposed to be purchased by the said *Robert Heron*, and the Premises proposed to be purchased by the said *John Wriglesworth* and *Thomas Brown* respectively, wholly consist of Lands and Tenements which were settled by the secondly herein-before recited Indentures of Lease and Release on the Marriage of the said *William Dickinson*, and which he is authorized to dispose of under the Powers in such Settlement contained: And whereas it also appears that the Sum of Eight thousand and thirty-four Pounds Ten Shillings is a fair Proportion of the said Purchase Monies to be paid for such Part of the said Estates at *Claypole* as were devised by the Will of the said *William Rastall*, in Manner aforesaid, the Whole whereof is included in the Purchase so proposed to be made by the said *Robert Heron* as aforesaid: And whereas the said Testator *William Rastall* was, at the Time of executing his said Will, seised in Fee Simple of a Messuage, Dwelling House, or Tenement, situate at *Great Ponton* in the County of *Lincoln*, and of several Closes, Fields, or Parcels of Land situate in *Great Ponton* aforesaid, containing together by Estimation One hundred and seventy-two Acres Two Roods and Eighteen Perches, and commonly called or known by the several Names of the *Homestead Water Close*, *Sand Close*, *Nether Hartshill*, *Upper Hartshill*, *Waldykes*, *The Pasture*, *The Far Pasture*, *Wood Nook Pasture*, *Near Stone Pit Close*, *Far Stone Pit Close*, *Far Gunthorpe*, *Near Gunthorpe*, *Near Humlock Hill*, and *Humlock Hill*, which Messuage, Lands, and Premises at *Great Ponton* aforesaid, lying near to a considerable Estate belonging to *Sir William Manners* of *Buckminster Park* in the County of *Leicester*, Baronet, and being extremely desirable to be held therewith, he the said *Sir William Manners* hath contracted to become the Purchaser thereof at or for the Sum of Five thousand Pounds, which is a very great Price for the same: And whereas the said Testator *William Rastall* was also, at the Time of executing his said Will, seised in Fee Simple of a Messuage or Tenement situate at *Kirton Skeldike* in the Parish

Survey and Valuation of the Estates have been made.

First Schedule:

Second Schedule:

Price of the Estates at *Claypole*.

Testator *William Rastall* was possessed of certain Estates at *Ponton*;

also at *Kirton*.

Advantage to
the Parties to
sell the Claypole
Estate.

Lands com-
prised in First
Schedule to
be deemed in-
cluded in Set-
tlement of
19th and 20th
Nov. 1787.

Parish of *Kirton* in the said County of *Lincoln*, and of several Closes, Pieces, or Parcels of Land situate in the said Parish of *Kirton*, containing together by Estimation One hundred and ten Acres Three Roods and Six Perches, and called by the several Names of *The Homestead*, *The Old Field Piece*, *The Old Field Close*, *Two Pieces in Seven Roods Close*, a Piece in *Slade Lane Pasture*, *Long Close Field Pasture*, *Seven Acres Cutforth's Pasture*, *The Rolls Garth*, *The Acre Willow Row*, *Fleet Nook*, *Two Parts of Little Holmes*, *Great Holmes*, *Holmes's Lodge*, *Near Bank Close*, *Little Bank Close*, *Long Bank Close*, *Far Bank Close*, *Near Fen*, *Second Fen*, *Third Fen*, and *Far Fen*; several of which last mentioned Lands lie in detached Parcels at a considerable Distance from each other, and being in the Neighbourhood of *Boston* in the County of *Lincoln*, might be sold to great Advantage in Lots: And whereas it would be for the Benefit of the said *William Dickinson* and *Harriet his Wife*, and of their Infant Children, and of the said *Charles Beer*, that the said several Contracts so made by the said *Robert Heron* and *Sir William Manners* as aforesaid should be accepted and carried into Effect, and that the said Estate in the Parish of *Kirton* aforesaid should be vested in Trustees to be sold, and that the Whole of the Monies arising by Sale of the said Estates at *Great Ponton* and *Kirton* aforesaid, and the said Sum of Eight thousand and thirty-four Pounds Ten Shillings, (Part of the said Sum of Twenty-eight thousand three hundred Pounds, agreed on for the Purchase of the before mentioned Estates at *Claypole*), should be laid out in the Purchase of other Lands, Tenements, and Hereditaments to be settled to the same Uses as the Premises so devised by the said Will of the said *William Rastall* are thereby respectively made subject to; but by Reason of the Infancy of the said eldest Son of the said *William Dickinson*, such Sales cannot be effected in the Extent before mentioned, nor can an effectual Apportionment of the Lands allotted to the said late *William Rastall* by the herein-before recited Award take place without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Dickinson* on Behalf of himself and his said Infant Children, and the said *Charles Beer*, 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 all and singular the Lands and Hereditaments contained or comprised in the First Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, shall, from and after the passing of this Act, be and be considered, deemed and taken to be the specific Part, Share, and Proportion of the Lands awarded by the said Commissioners to the said *William Rastall*, which were so as aforesaid set out, awarded, allotted, and appointed to him in lieu of and as a Compensation for his Manerial Rights, and for his Share Interest, and Right of Common in, over, and upon such Parts; and so many of the Open Fields, Meadows, and Pastures in and by the before mentioned Act of Parliament directed to be divided and inclosed, as were comprised in and settled by the first above recited Indentures of Lease and Release, and shall be and be considered, deemed, and taken to be Part and Parcel of the Lands and Tenements comprehended in and settled by the said Indentures herein-before recited Indentures of Lease and Release of the Nineteenth and Twentieth of November One thousand seven hundred and eighty-seven.

II. And be it further enacted by the Authority aforesaid, That all and singular the Lands, Tenements, and Hereditaments contained or comprized in the Second Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, shall, from and after the passing of this Act, be and be considered, deemed, and taken to be the specific Part, Share, and Proportion of the Lands awarded by the said Commissioners to the said *William Raftall*, which were so as aforesaid set out, allotted, and appointed to him in lieu of and as a Compensation for his Share, Interest, and Right of Common in, over, and upon such Parts, and so many of the Open Fields, Meadows, and Pastures in and by the said last mentioned Act directed to be divided and inclosed, which were not Parcel of the said Manor, and not comprehended in the said first mentioned Indentures of Lease and Release, and shall be and be considered, deemed, and taken to be Part and Parcel of the Lands and Tenements devised by the said Will of the said *William Raftall* in Manner herein-before recited.

Lands comprized in Second Schedule to be deemed as devised by the Will of the said *William Raftall*.

III. And be it further enacted by the Authority aforesaid, That all and singular the Messuages, Lands, Tenements, and Hereditaments, situate, lying, and being in the Parish of *Claypole, Great Ponton, and Kirton* aforesaid, so devised by the Will of the said *William Raftall* as aforesaid, and which are more particularly specified in the Third Schedule to this Act, and do include the Lands and Tenements comprehended in the said Second Schedule, together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Ways, Waters, Watercourses, Easements, Privileges, Profits, Commodities, Advantages, Rights, Members, and Appurtenances whatsoever to the same Premises respectively belonging or in anywise appertaining, or accepted, reputed, or taken to be Part or Parcel thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises, shall, from and after the Day on which this Act shall receive the Royal Assent, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in *Roger Pocklington* of *Winthorpe* in the said County of *Nottingham* Esquire, *Joseph Benjamin Smith* of *Newark-upon-Trent* in the said County of *Nottingham*, Gentleman, and *Edwin Dawes* of *Angel Court, Throgmorton Street*, in the City of *London*, Gentleman, their Heirs and Assigns, to the Use of them the said *Roger Pocklington, Joseph Benjamin Smith, and Edwin Dawes*, and their Heirs and Assigns, freed and absolutely acquitted, discharged, exempted, and exonerated of and from all and every the Uses, Estates, Trusts, and Limitations, limited, created, and declared of and concerning the same Premises or any Part or Parts thereof in and by the said Will of the said *William Raftall*; but nevertheless upon the Trusts, and to and for the several Ends, Intents, and Purposes, and subject to the Provisoes and Declarations herein-after contained; (that is to say), upon Trust that they the said *Roger Pocklington, Joseph Benjamin Smith, and Edwin Dawes*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, upon Payment by the said *Robert Heron* and *Sir William Manners* respectively, or their respective Heirs or Assigns, of the said several and respective Sums of Eight thousand and thirty-four Pounds Ten Shillings, and Five thousand Pounds, into the Bank of *England*, in Manner herein-after directed, at the Request, Costs, and Charges of such Purchasers respectively, or of their respective Heirs

Lands comprized in Second Schedule vested in Trustees to be sold.

or Assigns; convey and assure such and so many of the Messuages or Tenements, Lands, and Hereditaments hereby vested in the said *Roger Pocklington, Joseph Benjamin Smith, and Edwin Davies*, as have been proposed to be purchased by them, the said *Robert Heron* and *Sir William Manners* respectively as aforesaid, unto and to the Use of or in Trust for such Purchasers respectively, and their respective Heirs and Assigns, or to such other Person or Persons, and for such other Uses as they shall respectively for that Purpose nominate, direct, or appoint; And upon further Trust that they the said *Roger Pocklington, Joseph Benjamin Smith, and Edwin Davies*, or the Survivors or Survivor of them, or the Heirs of such Survivor, do and shall with all convenient Speed, with the Consent and Approbation of the said *William Dickinson*, or in case of his Death of the Person or Persons entitled to the Trusts and Profits of the said Estates for the Time being, or of his Executors, Guardian or Guardians, make Sale and dispose of the said Messuages, Lands, Tenements, and Hereditaments in the Parish of *Kew* aforesaid, and likewise so much and such Part or Parts (if any) of the said several Messuages, Lands, Tenements, and Hereditaments so aforesaid to be sold to the said *Robert Heron* and *Sir William Manners* respectively as aforesaid, as to which their respective Contract shall not be completed, or to be sold to such Purchase Monies paid according to the Tenor of such Contracts, either in One or several Lot or Lots, and either by Publick Sale or Private Contract, unto any Person or Persons who shall or may be willing to purchase the same for such Price or Prices as the said *Roger Pocklington, Joseph Benjamin Smith, and Edwin Davies*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, shall think reasonable; and do and shall, upon Payment into the Bank as herein after is mentioned of the Monies which shall be raised by such Sale or Sales as last aforesaid, grant, convey, and assure the Premises which shall be so aforesaid to be sold, with their respective Appurtenances, unto and to the Use of or in Trust for the Person or Persons, who shall be the Purchaser or Purchasers thereof, and his, her, or their Heirs or Assigns, or to be, to, or they shall direct or appoint.

Purchasers to pay their Money into the Bank.

IV. And be it further enacted by the Authority aforesaid, That the said *Robert Heron* and *Sir William Manners*, and such other Purchasers or Purchasers under the Authority of this Act as aforesaid, shall pay their respective Purchase Monies into the Bank of England, in the Name and with the Privity of the Accountant General of the Court of Chancery, *ex parte* the Purchaser or Purchasers of the Estates devised by the Will of the said *William Russell*, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King George the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth of King George the Second, Chapter the Twenty-fourth, and as soon as conveniently may be after the same shall have been so paid, or a competent Part thereof, shall upon a Petition to be preferred to the Court of Chancery in a summary Way by the said *William Dickinson*, his Executors or Administrators, be applied in Discharge of the Costs, Charges, and Expences of obtaining and passing this Act, and of carrying the same into Execution, and of making such Sale or Sales as aforesaid; and the Surplus or Residue of such Monies shall upon a Petition to be preferred to the said Court of Chancery in a like summary Way by the said *William Dickinson*,

Dickinson, or such other Person or Persons as would for the Time being be entitled to the Rents and Profits of the Estates to be purchased therewith as herein-after is mentioned, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians, as the Case may be, be laid out in such Manner as the said Court of Chancery shall direct in the Purchase or Purchases of Manors, Messuages, Lands, Tenements, or Hereditaments in *England* of a clear and indefeasible Estate of Inheritance in Possession, either wholly Freehold, or Freehold and Copyhold, the Copyhold Parts thereof being intermixed with or contiguous to some Part of the said Freehold Premises so to be purchased, and not exceeding One-sixth Part in Value of such Freehold Premises; and the Manors, Messuages, Lands, Tenements, or Hereditaments so to be purchased shall immediately after the Purchase thereof be settled and assured to, for, and upon such Uses, Intents, and Purposes, and subject to such Provisoes and Limitations as are now subsisting of and concerning the Hereditaments hereby vested in the said *Roger Pocklington, Joseph Benjamin Smith, and Edwin Darwes*, under and by virtue of the said Will of the said Testator *William Rastall*, or such of them as shall be then subsisting or capable of taking Effect, or as nearly agreeable thereto as may be and the Nature of the Tenure will admit; and that in the mean Time, and until the Monies arising from such Sales, and so to be paid into the Bank as aforesaid, shall upon such Petition or Petitions as aforesaid be ordered to be paid or sold out by the said Court of Chancery, the same shall be by the Accountant General of the said Court laid out in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the said Navy or Victualling or Exchequer Bills, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling Bills, or Exchequer Bills, all which said Navy and Victualling Bills, and Exchequer Bills, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall be ordered to be sold and disposed of as aforesaid; and if the Money arising by Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands and Premises directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

V. Provided always, That it shall be lawful for the Court of Chancery, and the said Court is hereby required from Time to Time to make an Order for taxing the several Costs herein-before directed to be paid; and also the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and of investing such Monies in a new Purchase or Purchases as aforesaid, and for Payment of such taxed Costs out of the said Monies, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Court of Chancery to make an Order for taxing Costs.

VI. And

Certificate of the Accountant General to be good Discharge to Purchasers.

VI. And be it further enacted, That the Certificate of the Accountant General of the said Court of Chancery, and the Receipt of One of the Cashiers of the Bank of England, under their respective Hands, for the Payment into the Bank of the sum of Money herein before directed to be so paid, shall from the Time they be a good and sufficient Discharge to the Purchasers of the Premises hereby directed to be sold, or any Part thereof, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money, by which such Certificate and Receipt shall be respectively given, and upon the filing of such Certificates and Receipts, such Purchaser or Purchasers, and his, her, and their Heirs, Executors, Administrators, and Assigns, shall be, and are hereby absolutely acquitted, exonerated, discharged, and freed from the same, and shall not be obliged to see to the Application, or answerable or accountable for any Loss, Misapplication, or Non-application thereof, or of any Part thereof.

Application of Rents until Estates shall be sold.

VII. And be it further enacted, That in the mean Time and until the Messuages, Lands, Tenements, and Hereditaments hereby vested in the said *Roger Pocklington*, *Joseph Benjamin Smith*, and *Edwin Dawes* as aforesaid, shall be respectively sold, the Rents and Profits thereof shall be had, received, and taken by the Person or Persons who would have been entitled thereto, and ought to have received the same if this Act had not been made.

Sales not to take place if so desired by the Parties interested.

VIII. Provided always, and it is hereby further enacted and declared, That if the said *William Edington*, or after his Death if any Person then being of the Age of Twenty-one Years or upwards, and who if this present Act had not been made and passed, would for the Time being have been entitled to an Estate in Tail in Possession, or to the Fee Simple and Inheritance in Possession of the Messuages, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, shall at any Time before the said Messuages, Lands, and Hereditaments, and every Part thereof shall be sold in pursuance of this Act, be minded and desirous that the same or any Part thereof so remaining unsold, shall not be sold, and shall signify such his, her, or their Mind or Desire, by any Writing under his, her, or their Hand or Hands, to the Trustees or Trustee for the Time being for carrying the Trusts of this Act into Execution, then, and in such Cases, all the Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations herein before declared and contained for the Sale of the said Hereditaments and Premises; shall as to the said Hereditaments and Premises, or such of them as shall remain unsold or unexchanged, and which shall be signified in such Writing as aforesaid, absolutely cease, determine, and be at an End; and the said Hereditaments and Premises, or such of them as shall so remain unsold, shall thereupon with all convenient Speed be conveyed by the said Trustees or Trustee for the Time being to such Uses upon, and for such Trusts, Intents, and Purposes, and subject to such Powers and Provisoos, as would be therein respectively subsisting under and by virtue of the said in Part recited Will, in case this present Act had not been made; any Thing herein before contained to the contrary hereof in anywise notwithstanding.

IX. Saving

IX. 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, his, her, and their Heirs, Successors, Executors, and Administrators, other than and except the said *William Dickinson* and his Heirs, and all and every the Son and Sons, Daughter and Daughters of the Body of the said *William Dickinson*, and the Heirs of the Body and Bodies of all and every such Sons and Daughters respectively, and the said *Charles Steer* and his Heirs, and all other Persons claiming or to claim under the said Will of the said *William Rastall*, all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the said Messuages, Lands, Tenements, and Hereditaments, and every of them, and every or any Part thereof, as they, every, or any of them have or hath, or could, or might have had, held, or enjoyed in case this Act had not been made. General Saving.

X. And be it further enacted, That this Act shall be deemed and taken to be a Publick Act, and shall be judicially taken Notice of as such, by all Judges, Justices, and others, without specially pleading the same. Publick Act.

The First SCHEDULE referred to by the foregoing Act.

Names of Clofes.	Quantity.		
	A.	R.	P.
Near Sand Hill	8	1	20
Northing Clofe	6	0	10
Mill Clofe	3	3	37
North Mill Clofe	7	2	15
Far Ditto	8	0	38
Near Ditto	9	3	38
Mill Yard and Buildings	4	3	14
Far Sand Hill	10	3	18
Near Little Barrow	11	3	26
Far Ditto	13	3	30
Southing	9	1	33
Ditto	8	2	26
Great Holme	23	1	20
Bridge Plantation	0	2	38
Northing	16	1	25
Ditto	7	0	32
Total	151	2	20

The Second SCHEDULE referred to by the foregoing Act.

Names of Clofes.	Quantity.		
	A.	R.	P.
Bean in Nook	18	2	0
March Furlong	8	1	16
Bower Ing	5	0	30
Little Holme	11	0	0
Horfe Bones	15	1	20
Total	58	1	26

The Third SCHEDULE referred to by the foregoing Act:

Premises.	Quantity.			Annual Rent or Value.		
	A.	R.	P.	£.	s.	d.
Manor House, Homestead, and Dovecot Close	27	1	25	61	13	3
Great Bratts	17	3	21	26	16	5
Little Ditto	8	2	5	7	13	7
Great Hill	17	2	6	17	10	9
Ditto	9	0	18	9	2	2
Little Hill with House and Homestead	12	1	16	12	7	0
Little Hill	12	2	22	13	5	4
Sutforth	4	3	35	4	9	5
Hill's House and Homestead	1	2	5	4	11	10
Bellamy's House and Homestead	0	1	37	1	8	9
Near New Close	13	3	12	9	13	7
East Sud Dale	9	2	20	14	8	8
Middle Sud Dale	9	2	25	14	0	0
Far New Close	8	0	2	5	12	2
Bean in Nook	18	2	0	24	1	0
March Furlong	8	1	16	10	17	2
Bower Ing	5	0	30	5	14	2
Little Holme	11	0	0	8	16	0
Horse Bones	15	1	20	12	6	0
	<u>211</u>	<u>3</u>	<u>35</u>	<u>£.264</u>	<u>7</u>	<u>3</u>

In Great Ponton.

House and Homestead	1	0	18	1	13	4
Water Close	1	0	0	0	15	0
Sand Close	18	1	20	17	9	1
Nether Hartshill	12	2	10	10	1	0
Road through Ditto	0	2	32	0	0	0
Upper Hartshill	16	2	15	13	5	6
Wall Dikes	10	0	23	9	12	9
Road through Ditto	0	2	3	0	0	0
Pasture	6	1	13	5	13	11
Far Pasture	16	2	1	14	17	1
Wood Nook Pasture	14	0	21	12	14	4
Near Stone Pit Close	6	1	20	4	2	10
Far Stone Pit Close	4	0	36	2	14	11
Far Gunthorpe	17	3	12	17	16	6
Near Ditto	14	1	32	14	9	0
Near Humlock Hill	18	1	10	13	14	3
Far Ditto	13	1	32	10	1	9
	<u>172</u>	<u>2</u>	<u>18</u>	<u>£.149</u>	<u>1</u>	<u>8</u>

In

In Kirten Skeldike.

Premises.	Quantity.			Annual Rent or Value.		
	A.	R.	P.	£.	s.	d.
Old Field Piece	0	3	20	1	8	10
Old Field Close	5	0	6	8	1	2
In Seven Roods Close	1	1	18	2	4	11
In Ditto	0	1	13	0	9	3
In Slade Lane Pasture	1	1	27	1	19	8
Long Close	1	1	6	2	2	5
Field Pasture	4	2	14	9	3	6
Seven Acres	11	2	10	23	2	6
Cutforths Pasture	3	3	4	7	18	6
Rolls Garth	5	1	36	9	11	8
The Acre	2	0	22	4	9	9
House Yard and Homestead	3	1	24	7	16	5
Willow Row	3	3	10	8	15	4
Fleet Nook	0	1	28	0	16	11
Part of Little Holmes	2	0	8	4	2	0
Ditto	5	1	6	9	10	4
Great Holmes	19	0	20	34	8	6
Holmes Lodge	1	1	24	1	10	9
Near Bank Close	1	2	38	2	15	7
Little Bank Close	1	1	11	2	2	2
Long Bank Close	4	3	18	7	15	7
Far Bank Close	2	3	0	4	8	0
Near Fen	7	1	2	7	5	3
Second Fen	6	3	12	6	16	6
Third Fen	6	1	19	6	7	4
Far Fen	6	1	10	6	6	3
	110	3	6	£. 181	9	1

John Renshaw.

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