



ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

Cap. 12.

An Act to enable the Trustees of the Will of the late Sir *John Lowther Johnstone* Baronet, deceased, to grant Building and Repairing Leases for Ninety-nine Years of the Estate devised by the said Will situate in the Boroughs of *Weymouth* and *Melcombe Regis* and in the Parish of *Radipole* in the County of *Dorset*, and for other Purposes. [14th August 1850.]

WHEREAS Sir *John Lowther Johnstone*, formerly of *Westerhall* in the County of *Dumfries*, Baronet, deceased, in the Manner then required by Law for rendering valid Devises of Freehold Estates, duly signed and published his last Will and Testament in Writing, bearing Date the Twenty-second and re-published the Thirty-first Day of *July* One thousand eight hundred and eleven, and thereby, after revoking all Wills, Codicils, and other Testamentary Dispositions made by him at any Time theretofore, so far as the same respected and affected his Boroughs of *Weymouth* and *Melcombe Regis* and in the Parish of *Radipole* in the County of *Dorset*, or any Messuages, Lands, Tenements, or Hereditaments in
[Private.]

Will of Sir John Lowther Johnstone, Bart., dated 31st July 1811.

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or near the said Boroughs of or to which he was seised, possessed, or entitled for any Freehold or Copyhold Estate of Inheritance, or for any Term or Number of Lives, or for any Term or Number of Years, or over which he had any disposing Power, declared the said Will now in recital to be his last Will and Testament, so far as respected the said Boroughs, Messuages, Lands, Tenements, and Hereditaments; and the said Testator by his said Will gave, devised, and appointed the said Boroughs, Messuages, Lands, Tenements, and other Hereditaments unto and to the Use of His Royal Highness *Ernest Augustus* Duke of *Cumberland*, now His Majesty the King of *Hanover*, *Charles Herbert Pierrepont* Esquire, commonly called *Viscount Newark*, now Earl of *Manvers*, *David Cathcart* Esquire, Advocate in *Edinburgh*, afterwards Lord *Alloway*, and since deceased, and *Masterton Ure* Esquire, Writer to His Majesty's Signet in *Edinburgh*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Tenure of the said Hereditaments and Premises, upon the Trusts therein and herein-after mentioned; (that is to say,) in trust for every Son then born or thereafter to be born to him the said Testator by Dame *Charlotte Johnstone* his Wife, or by any after-taken Wife, and their respective Issue, Male and Female, in the Order, for the Estates, and in manner therein and herein-after mentioned; (that is to say,) every such Son to be entitled to the said Hereditaments in the Order of his Birth during his Life, without Impeachment of Waste, and after his respective Decease the said Hereditaments to be in trust for the First and every other Son of his Body severally and successively according to their respective Seniorities in Tail Male, so that the First and every elder of his the said Testator's said Sons, and the First and other Sons of his Body, and the Heirs Male of the Body and respective Bodies of the last-mentioned Son and Sons, might always be preferred to and take before the younger of his said Son and Sons, and his and their Sons, and the Heirs Male of the Body and respective Bodies of the last-mentioned Son and Sons; and for default of such Issue, in trust for the First and every other Son of his the said Testator's said Sons severally and successively according to their respective Seniorities in Tail, the Sons of the elder of his said Sons and the Heirs of their respective Bodies always taking before and being preferred to the Sons of the younger of his said Sons and the Heirs of their respective Bodies; and in default of such Issue, in trust for *Ann Elizabeth*, his the said Testator's youngest Daughter, and her Assigns, during her Life, without Impeachment of Waste; and after her Decease, in trust for the First and every other Son of her Body severally and successively according to their respective Seniorities in Tail; and for default of such Issue, in trust for every Daughter who should thereafter be born to him the said Testator, and her respective Issue Male, in the Manner therein and herein-after mentioned; (that is to say,) every such after-born

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Daughter to be entitled to the said Hereditaments in the Order of her Birth during her natural Life, without Impeachment of Waste, and after her respective Decease the said Hereditaments to be in trust for the First and every other Son of her Body severally and successively according to their respective Seniorities in Tail, so that the First and every elder of his said thereafter-born Daughters, and the First and other Sons of her Body, and the Heirs of the Body and respective Bodies of the last-mentioned Daughter and Daughters, might always be preferred to and take before the younger of the said Daughter and Daughters, and her and their Sons, and the Heirs Male of the Body and respective Bodies of the last-mentioned Son and Sons; and in default of such Issue, in trust for *Charlotte Margaret*, his the said Testator's eldest Daughter, and her Assigns, during her Life, without Impeachment of Waste; and after her Decease, in trust for the First and every other Son of her Body severally and successively according to their respective Seniorities in Tail; provided always, that if the said *Ann Elizabeth*, his the said Testator's youngest Daughter, or any Issue of her Body, should become actually entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of his Estate of *Westerhall* in *Scotland*, and any Daughter or Daughters thereafter to be born to him, or any of their Issue, should be then living, then and in that Case, and so often as the same should happen, the Trusts thereby declared in favour of the Daughter who or whose Issue should so become entitled as aforesaid, and also the Trusts therein-before declared by him in favour of her Issue, should absolutely cease; but his Will was, that if by virtue of the said Proviso the Hereditaments thereby devised should have shifted to the Third or to any other of his thereafter-born Daughters, or to any Issue of their Bodies, and it should afterwards happen that there should be no Daughter of his Body who should be younger than the Daughter from whom the said Hereditaments should have so shifted, or any Issue of any such younger Daughter entitled or inheritable under the Devises or Trusts therein-before contained, then and in that Case the Hereditaments thereby devised should return, be, and remain to and upon the Trusts and be held in the Manner in which the same would have gone and been held under the Devises or Trusts therein-before contained if the Proviso for the shifting of the same had not been inserted; and the said Testator declared his Will and Mind to be, that, subject as therein-before is mentioned, the said Duke of *Cumberland*, *Charles Herbert Pierrepont*, *David Cathcart*, and *Masterton Ure*, their Heirs and Assigns, should stand and be seised of the Hereditaments therein-before devised, and of and in their Rights, Members, and Appurtenances, in trust for *Charlotte Margaret* his eldest Daughter, for her Life, without Impeachment of Waste, and after her Decease, in trust for the First and every other Son of her Body severally and successively according to their respective Seniorities

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Seniorities in Tail, and for default of such Issue, in trust for all and every the Daughters and Daughter of each of his the said Testator's said Sons, to be divided between and among the said Daughters, if more than One, in equal Shares as Tenants in Common in Tail, with cross Remainders between or among them in Tail, and if all the said Daughters save One should die without Issue, or there should be but One such Daughter, in trust for that One or only Daughter in Tail; but his the said Testator's Will was, that the Daughters of the eldest of his the said Testator's said Sons should take the said Hereditaments for the Estates and in the Manner therein-before mentioned before the Daughters of the younger of his said Sons, and for Default of such Issue, the said Hereditaments should be in trust for all and every Daughters and Daughter of each of his said Daughter *Ann Elizabeth* and every Daughter thereafter to be born to him, to be divided between or among them, if more than One, in equal Shares as Tenants in Common in Tail, with cross Remainders between or among them in Tail, and if all the said Daughters save One should die without Issue, or there should be but One such Daughter, in trust for that One or only Daughter in Tail; but it was his the said Testator's Intention, that the Daughters of the eldest of each of them the said *Ann Elizabeth* and his the said Testator's thereafter-born Daughters should take the said Hereditaments for the Estates and in the Manner therein-before mentioned, before the Daughters of the younger of them; provided always, and if any Daughter of the said *Ann Elizabeth* or of any of his the said Testator's thereafter-born Daughters, or any of their respective Issue, should become actually entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of his said Estate of *Westerhall* in *Scotland*, and any other Daughter or remoter Issue of the Daughter whose Daughter or remoter Issue should so become entitled as aforesaid, or any of the Daughters of his said thereafter-born younger Daughters, or any of their respective Issue, should be then living, then and in that Case, and so often as the same should happen, the Trusts thereby declared in favour of the Daughter who or whose Issue should so become entitled as last therein-before mentioned, and in favour of her Issue, should absolutely cease; but his Will was, that if by virtue of the said Proviso the Hereditaments thereby devised should have shifted from any Daughter so becoming entitled as aforesaid or from her Issue, and it should afterwards happen that there should be no Person who should be entitled under the Limitations therein-before contained in favour of the Daughters of his said Daughters, then and in that Case the Hereditaments thereby devised should be and remain to and upon the Trusts and be held in the Manner in which the same would have been gone and been held if the Proviso for shifting lastly therein-before expressed and contained had not been inserted, but the said Hereditaments should,

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should, on the subsequent Birth of any Person subsequent in Title, go and remain in the Manner directed in the last-mentioned Proviso, but subject to be again re-vested on the happening of a similar Event, and so often as the same should happen; and the said Testator declared his Will and Mind to be, that, subject as therein-before mentioned, the said Hereditaments should be in trust for the said Dame *Charlotte Johnstone* his Wife during her natural Life, without Impeachment of Waste, and after her Decease, in trust for his Sister *Georgina Charlotte Nugent* and her Assigns during her natural Life, without Impeachment of Waste, and after her Decease, in trust for every Son then born or who should thereafter be born to his said Sister in his Lifetime, or in due Time after his the said Testator's Decease, for the Estates and in the Manner therein-after mentioned, every elder of such Sons to be entitled to the said Hereditaments in the Order of his Birth during his respective Life, and after his respective Decease the said Hereditaments should be and remain to the Use of his respective First and other Sons severally and respectively according to their respective Seniorities in Tail Male, so that the First and every elder of the Sons born in his Lifetime or in due Time after his Decease, of his said Sister, and the Sons of every such elder Son, and the Heirs Male of their respective Bodies, might always be preferred to and take before the younger of such Sons of his said Sister, and his and their respective Sons, and the Heirs Male of the respective Bodies of such last-mentioned Sons, and for default of such Issue, in trust for all and every the Son and Sons of his said Sister who should not be born in his Lifetime or in due Time after his Decease, severally and successively according to their respective Seniorities in Tail Male, with divers Remainders over; and the said Testator did declare his Will and Mind to be, that in case, under the Trusts therein-before declared, his Daughters, Wife, or Sister should become entitled to the Rents of the said Hereditaments during her Life, the same should be paid to them respectively for their respective separate Use, independently and exclusively of their respective Husbands, and without being in anywise subject or liable to the Debts, Control, or Interference of their respective Husbands, but they were not to be at liberty to dispose of the same in any Mode of Anticipation; provided always, and the said Testator did declare his Will to be, that it should be lawful for every Person who should be actual Tenant for Life of the said Hereditaments, and who should have attained his or her Age of Twenty-one Years, and with respect to his said Daughters whether they respectively should be married or single, to lease and demise the said Messuages, Hereditaments, and other the Premises thereby devised, or any Part or Parcel of the same, to any Person or Persons whomsoever, for any Term or Number of Years, in possession or reversion, but not exceeding Twenty-one Years at one and the same Time, or for any Number of Lives, in

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possession

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possession or reversion, but not exceeding Three Lives in being at one and the same Time, and either without or subject to Impeachment of Waste, and at such Rents, either nominal or real, and generally upon such Terms as they should think proper; and the said Testator did also declare his Will and Mind to be, that it should be lawful for the said Duke of *Cumberland*, *Charles Herbert Pierrepont*, *David Cathcart*, and *Masterton Ure*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, and, during the Minority of such Heir or Assign, then for his, her, or their Guardian or respective Guardians, at any Time or Times during the Minority or respective Minorities of any actual Tenant for Life or Tenant in Tail Male or in Tail under the said Will, to demise or lease the said Messuages, Hereditaments, and other the Premises thereby devised, or any Part or Parcel of the same, to any Person or Persons whomsoever, for the Times and upon the Terms therein-before mentioned, or generally upon any Terms they should think proper, and also to forbear from requiring the Payment of the said Rents, and either wholly or partially to remit and release the same, and also to apply the said Rents in any Manner they should think for the Advantage of his the said Testator's Estate and the Persons beneficially interested therein under the Trusts of the said Will; and the said Testator expressly declared his Will and Mind to be, that a Declaration in Writing from his said Trustees or Trustee that the said Rents had been so disposed of should be a sufficient Voucher for such Disposition of the same, and should be binding and conclusive upon every Person deriving any Estate or Interest under that his Will; and the said Testator appointed the said *Ernest Augustus Duke of Cumberland*, *Charles Herbert Viscount Newark*, *David Cathcart*, and *Master-ton Ure*, Executors of his said Will, so far as respected any Property which he should leave within the said Boroughs of *Weymouth*, *Melcombe Regis*, and *Radipole*; and the said Testator did declare his Will and Mind to be, that if the Trustees nominated and appointed in that his Will, or to be appointed as therein-after is mentioned, or their respective Heirs, Executors, Administrators, or Assigns, should die, or be desirous of being discharged from or decline or be incapable to act in the Trusts thereby in them respectively reposed as aforesaid, then and in every such Case it should be lawful for the said actual Tenant for Life or Tenant in Tail Male or in Tail of the Hereditaments and Premises thereby devised, if such Person should be of full Age, and if such Person should be under Age, then for his Guardian or Guardians during his or their Minority or respective Minorities, by any Writing or Writings under their, his, or her Hands and Seals or Hand and Seal, and to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged,

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charged, or refusing, declining, or becoming incapable to act as aforesaid; and when and so often as any new Trustee should be nominated and appointed as aforesaid, all the Trust Estates, Monies, and Premises which should then be vested in the Trustee or Trustees so dying or desiring to be discharged should be vested in the surviving or continuing Trustee or Trustees solely, or jointly, as Occasion might require, and every such Trustee should have all the Powers of the Trustee in whose Room he be substituted; provided always, and his the said Testator's Will was, that during such Time as there should be Four actual Trustees of the Trusts of that his Will, it should be competent for any Three of them to act in the said Trusts, and that during such Time as there should be Three Trustees only of that his Will, it should be competent for any Two of them to act in the said Trusts; and the said Testator declared that all Acts, Deeds, Assurances, Matters, and Things which should be had, made, done, or executed by the said Three Trustees in the First of the Cases he had mentioned, and by the said Two Trustees in the Second of the said Cases, should be as valid and effectual, to all Intents, Effects, Constructions, and Purposes whatsoever, as if the whole Number of the Trustees had joined or concurred in and executed the same: And whereas the said Sir *John Lowther Johnstone* departed this Life on or about the Twenty-fourth Day of *December* One thousand eight hundred and eleven, without having altered or revoked his said Will, and leaving *Frederic George Johnstone*, his only Son and Heir at Law, then an Infant of tender Years, upon whom on the Decease of his said Father the said Dignity of a Baronet descended, and the said *Charlotte Margaret Johnstone* and *Ann Elizabeth Johnstone*, his only Daughters, him surviving: And whereas the said Dame *Charlotte Johnstone*, the Widow of the said Testator, having afterwards intermarried with *Richard Weyland* Esquire, departed this Life in the Month of *December* One thousand eight hundred and forty-five: And whereas the said *Ann Elizabeth Johnstone* intermarried with the Reverend *Edmund Hiley Bucknall Estcourt* Clerk on or about the Fifteenth Day of *April* One thousand eight hundred and thirty, and has Issue by him Eight Children, and no more; (namely,) a Son, named *George Thomas John Estcourt*, and Seven Daughters, respectively named *Charlotte Eleanor Estcourt*, *Jane Estcourt*, *Gertrude Estcourt*, *Isabella Elizabeth Estcourt*, *Mary Louisa Estcourt*, *Anne Clara Estcourt*, and *Evelyn Susan Estcourt*: And whereas the said *Charlotte Margaret Johnstone* intermarried with the Reverend *Henry William Buckley* Clerk on or about the Fifteenth Day of *September* One thousand eight hundred and thirty-one, and has Issue by him Four Children, and no more; (namely,) a Son, named *Charles Edward Buckley*, and Three Daughters, respectively named *Georgiana Elizabeth Buckley*, *Henrietta Janet Buckley*, and *Lilias Charlotte Buckley*: And whereas the said Sir *Frederic George Johnstone* attained his Age of
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Twenty-one Years on or about the Twelfth Day of *January* One thousand eight hundred and thirty-two, and on or about the Twenty-fourth Day of *October* One thousand eight hundred and forty intermarried with the Right Honourable Lady *Louisa Elizabeth Frederica Craven*: And whereas the said Sir *Frederic George Johnstone* departed this Life on or about the Eighth Day of *May* One thousand eight hundred and forty-one, and on or about the Fifth Day of *August* One thousand eight hundred and forty-one the present Baronet, Sir *Frederic John William Johnstone*, and a Twin Brother of the said Sir *Frederic John William Johnstone*, which said Twin Brother is named *George Charles Keppel Johnstone*, were born: And whereas the said Sir *Frederic John William Johnstone* is the elder of the said Twin Sons, and is now of the Age of Nine Years or thereabouts: And whereas the said Sir *Frederic George Johnstone* had no Children by his said Wife, other than the said Sir *Frederic John William Johnstone* and the said *George Charles Keppel Johnstone*: And whereas the said Lady *Louisa Elizabeth Frederica Johnstone* on or about the Fifteenth Day of *August* One thousand eight hundred and forty-four intermarried with *Alexander Oswald* of *Auchincruive* in the County of *Ayr*, Esquire: And whereas the said *Georgina Charlotte Nugent* intermarried with *George Bankes* of *Corfe Castle* in the County of *Dorset*, Esquire, on or about the Eighth Day of *June* One thousand eight hundred and twenty-two, by whom she has Issue a Son, named *Edmund George Bankes*, who was born on or about the Twenty-fourth Day of *April* One thousand eight hundred and twenty-six, and attained his Age of Twenty-one Years on or about the Twenty-fourth Day of *April* One thousand eight hundred and forty-seven: And whereas the said *Edmund George Bankes* is the First Tenant in Tail in existence, under the Limitations in the said recited Will of the said Sir *John Lowther Johnstone* contained, who has attained the Age of Twenty-one Years: And whereas by an Indenture, bearing Date the First Day of *March* One thousand eight hundred and nineteen, and made between the said *Charles Herbert* Viscount *Newark*, then Earl *Manvers*, of the one Part, and the said *Ernest Augustus* Duke of *Cumberland*, *David Cathcart* then Lord *Alloway*, and *Masterton Ure*, of the other Part, pursuant to a Decree of the High Court of Chancery made in a Cause then depending in the same Court, the said *Charles Herbert* Earl *Manvers* did release unto the said *Ernest Augustus* Duke of *Cumberland*, *David Cathcart* Lord *Alloway*, and *Masterton Ure*, their Heirs and Assigns, all his Estate, Right, Title, Interest, Claim, and Demand whatsoever, as Devisee in Trust named in the said recited Will, of and in the said before-mentioned Boroughs, and Freehold Lands, Tenements, and Hereditaments, to the Intent that the same might thenceforth become vested in the said *Ernest Augustus* Duke of *Cumberland*, *David Cathcart* Lord *Alloway*, and *Masterton Ure*, their Heirs, Executors, and Administrators respectively,

Indenture,
dated the
1st of March
1819.

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tively, upon the same Trusts and for the same Purposes as the same Hereditaments and Premises previous to the Execution of the now-reciting Indenture were vested in them, jointly with the said *Charles Herbert Earl Manvers*, by virtue of the said therein and herein-before recited Will: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Third and Fourth Days of *March* One thousand eight hundred and twenty, the Release made or mentioned to be made between the said *Ernest Augustus Duke of Cumberland, David Cathcart Lord Alloway, and Masterton Ure* of the one Part, and *Sir James Graham* Baronet of the other Part, but which Indentures are not known to have been executed by the said *Ernest Augustus Duke of Cumberland*, pursuant to a Decree of the said Court of Chancery made in a Cause then depending in the said Court, all and singular the said Boroughs, and the Freehold Messuages, Lands, Tenements, and Hereditaments so devised by the said recited Will of the said *Sir John Lowther Johnstone*, as in the said Indenture now in recital and herein-before is mentioned, were conveyed and assured, or expressed so to be, by the said *Ernest Augustus Duke of Cumberland, David Cathcart Lord Alloway, and Masterton Ure*, unto the said *Sir James Graham*, his Heirs, Executors, Administrators, and Assigns, to the Use of the said *Ernest Augustus Duke of Cumberland, David Cathcart Lord Alloway, Masterton Ure, and Sir James Graham*, their Heirs, Executors, Administrators, and Assigns, for such Estates, Terms, and Interests respectively, and upon and for such Trusts, Uses, Intents, and Purposes, as were created and declared in respect thereof by the Will of the said *Sir John Lowther Johnstone*: And whereas the said *Sir James Graham* died on or about the Twenty-first Day of *March* One thousand eight hundred and twenty-five, leaving the said *Ernest Augustus Duke of Cumberland, David Cathcart Lord Alloway, and Masterton Ure*, his Co-Trustees, him surviving: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Nineteenth and Twentieth Days of *November* One thousand eight hundred and twenty-seven, and made or expressed to be made between the said *Ernest Augustus Duke of Cumberland, David Cathcart Lord Alloway, and Masterton Ure*, and *Jonathan Brundrett* on his own Behalf and for and on behalf and in the Name of the said *Ernest Augustus Duke of Cumberland*, of the one Part, and *John Gordon* Esquire of the other Part, pursuant to an Order of the said Court of Chancery made in a Cause then depending in the said Court, and under the Powers of the Act for consolidating and amending the Laws relating to Conveyances and Transfers of Estates and Funds vested in Trustees who are Infants, Idiots, Lunatics, Persons of unsound Mind, or who cannot be compelled or refuse to act, and also the Laws relating to Stocks and Securities belonging to Infants, Idiots, and Persons of unsound Mind, all and singular the said Boroughs, and the Freehold Messuages, Lands, Tenements, and Hereditaments, so devised by the said recited Will as

Indenture,
dated 3d &
4th March
1820.

Indenture,
dated 19th
and 20th
Nov. 1827.

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aforesaid, with the Appurtenances, were conveyed and assured by the said *Ernest Augustus Duke of Cumberland, David Cathcart Lord Alloway, and Masterton Ure*, and the said *Jonathan Brundrett* for and on his own Behalf and for and on behalf of and in the Name of the said *Ernest Augustus Duke of Cumberland* (then out of the Jurisdiction), unto the said *John Gordon*, his Heirs and Assigns, to the Use of the said *Ernest Augustus Duke of Cumberland, David Cathcart Lord Alloway, and Masterton Ure and John Gordon*, their Heirs and Assigns, for such Estates, Terms, and Interests respectively, and upon and for such Trusts, Uses, Intents, and Purposes, as were created and declared in respect to the said Boroughs, Messuages, Lands, Tenements, and Premises by the said Will of the said *Sir John Lowther Johnstone*, or such and so many of the said Trusts, Uses, Intents, and Purposes as were then subsisting and capable of taking effect: And whereas the said *David Cathcart Lord Alloway* died in or about the Month of *April* One thousand eight hundred and twenty-nine, leaving the said *Ernest Augustus Duke of Cumberland, Masterton Ure, and John Gordon*, his Co-Trustees, him surviving: And whereas by an Indenture bearing Date the Thirtieth Day of *June* One thousand eight hundred and thirty-two, and made between the said *Ernest Augustus Duke of Cumberland* of the one Part, and the said *Masterton Ure and John Gordon* of the other Part, in obedience to a Decree of the said Court of Chancery bearing Date the Ninth Day of *November* One thousand eight hundred and thirty-one, the said *Ernest Augustus Duke of Cumberland* released, assigned, and surrendered unto the said *Masterton Ure and John Gordon*, their Heirs, Executors, Administrators, and Assigns respectively, according to the respective Tenures and legal Qualities of the Property by the said recited Will given, devised, and appointed, all the Estate, Claim, and Demand whatsoever of the said *Ernest Augustus Duke of Cumberland* as Devisee or Legatee in Trust and Executor named in the said in part recited Will of the said *Sir John Lowther Johnstone* of and in all and singular the Boroughs, and Freehold, Copyhold, Lifehold, and Leasehold Messuages, Lands, Tenements, and Hereditaments whatsoever by the said in part recited Will given, devised, and appointed as aforesaid, with their Appurtenances, to the End and Intent that the same Boroughs, Messuages, Lands, Tenements, and Hereditaments might thenceforth become and be vested in the said *Masterton Ure and John Gordon*, their Heirs, Executors, and Administrators respectively, upon the same Trusts and for the same Purposes as the same were previous to the Execution of the reciting Indenture vested in the said *Ernest Augustus Duke of Cumberland*, jointly with them the said *Masterton Ure and John Gordon*, by virtue of the said recited Will, and the several therein-recited Decrees, Orders, and Assurances: And whereas by a Decree of the said Court of Chancery, bearing Date the Sixteenth Day of *February* One thousand eight hundred and forty-eight, and made in a Cause of *Johnstone versus Ure* and others, it was, amongst other things, ordered,

Indenture,
dated 30th of
June 1832.

Decree, dated
16th Feb.
1848, Refer-
ence to
Master, &c.

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ordered, that it should be referred to the Master of the said Court in rotation to approve of a proper Person or Persons to be appointed Guardian or Guardians of the said Sir *Frederic John William Johnstone* during his Minority; and also, after noticing, amongst other things, the Desire of the said *John Gordon* to be discharged from being a Trustee under the said recited Will, it was ordered and decreed, that it should be referred to the Master of the said Court in rotation to approve of new Trustees of the Wills of the said Testator, meaning thereby the Will herein-before recited and also another Will of the said Testator relating to his Estates in *America* and the *West Indies*, and of the Trusts thereby created and which remained unperformed, in the Place and Stead of the said *Ernest Augustus Duke of Cumberland*, then His Majesty the King of *Hanover*, and Lord *Alloway*, and the said Defendant *John Gordon* respectively; and it was ordered, that the said Defendants *Masterton Ure* and *John Gordon*, and all other proper Parties (if any), should join in conveying, assigning, and assuring the said Trust Estates and Premises devised or bequeathed by the said Wills, so as to vest the same in the said Defendants *Masterton Ure* and the new Trustees, upon the several Trusts created by the said Wills, or such of them as were then subsisting and capable of taking effect: And whereas Master *Farrer*, by his Report, dated the Twenty-fifth Day of *July* One thousand eight hundred and forty-eight, pursuant to the last-mentioned Order, for the Reasons in his Report mentioned, approved of the Right Honourable *William Earl of Craven*, the said *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* (in the said Report described as *Edmund Bucknall Estcourt*) to be new Trustees of the said Wills respectively, and of the Trusts thereby created, and which remained unperformed, in the Place and Stead of His Majesty the King of *Hanover* and the said Lord *Alloway* and *John Gordon*; and the said Master also, for the Reasons in his said Report mentioned, approved of the said Lady *Louisa Elizabeth Frederica Oswald* and Earl *Craven* as fit and proper Persons to be appointed Guardians of the said Sir *Frederic John William Johnstone*: And whereas by an Order of the said Court of Chancery, bearing Date the Fifth Day of *August* One thousand eight hundred and forty-eight, and made in the said Cause of *Johnstone* versus *Ure* and others, it was, amongst other things, ordered, that the said Master's Report dated the Twenty-fifth Day of *July* One thousand eight hundred and forty-eight should be confirmed, and it was ordered, that the said *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* (in the said Order described as *Edmund Bucknall Estcourt*) should be appointed new Trustees of the said Will of the Testator, and of the Trusts thereby created, and which remained unperformed, in the Place and Stead of His Majesty the King of *Hanover* and the said Lord *Alloway* and *John Gordon* respectively; and it was ordered,

Master's
Report,
dated 25th
July 1848.

Order in
Chancery,
dated 5th
Aug. 1848.

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ordered, that the said Defendants *Masterton Ure* and *John Gordon*, and all other proper Parties, should join in conveying, assigning, and assuring the said Trust Estates and Premises devised or bequeathed by the said Wills (meaning thereby the Will herein-before in part recited) and also the said Will of the said Testator relating to his Estates in *America* and the *West Indies*, so as to vest the same in the said Defendant *Masterton Ure*, and the said *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* (in the said Order described as *Edmund Bucknall Estcourt*), upon the several Trusts created by the said Wills respectively, or such of them as were then subsisting and capable of taking effect; and it was ordered, that it be referred back to the said Master to settle and approve of proper Conveyances, Assignments, and Assurances for that Purpose; and it was ordered, that the said Right Honourable *William Earl of Craven* and *Lady Louisa Elizabeth Frederica Oswald* should be appointed the Guardians of the said *Sir Frederic John William Johnstone* during his Minority: And whereas by an Indenture bearing Date the Seventh Day of *June* One thousand eight hundred and forty-nine, and made or expressed to be made between the said *Masterton Ure* and *John Gordon* of the one Part, and the said *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* (described in the said Indenture as *Edmund Bucknall Estcourt*) of the other Part, it was witnessed, that, in pursuance of the said last-mentioned Order and the said Master's Report last mentioned, and with the Approbation and Direction of the said Master, testified as aforesaid, the said *Masterton Ure* and *John Gordon*, according to their respective Interests in the Premises, did grant unto the said *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* (described in the said Indenture as *Edmund Bucknall Estcourt*), and their Heirs, all and singular the said Boroughs, and the Freehold Messuages, Lands, Tenements, and Hereditaments so devised and appointed by the said therein and herein-before recited Will of the said Testator *Sir John Lowther Johnstone* deceased, as aforesaid, which were vested in them the said *Masterton Ure* and *John Gordon*, or in either of them, as the continuing Trustees of the said Will, for any Estate of Freehold and Inheritance, or of Freehold only, with their Rights, Members, and Appurtenances, to hold the said Boroughs, Messuages, Lands, Tenements, and all and singular other the Hereditaments and Premises thereby granted, or intended so to be, and every Part and Parcel of the same, unto the said *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* (described in the said Indenture as *Edmund Bucknall Estcourt*), and their Heirs, to the only Use and Behoof of the said *Masterton Ure*, *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* (described in the said Indenture as *Edmund Bucknall Estcourt*), their
Heirs

Indenture,
dated 7th
June 1849.

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Heirs and Assigns, for such Estates and Interests respectively, and upon and for such Trusts, Uses, Intents, and Purposes, as were created and declared in respect of the said Boroughs, Messuages, Lands, Hereditaments, and Premises in and by the said recited Will of the said Sir *John Lowther Johnstone*, or such and so many of the said Trusts, Uses, Intents, and Purposes as were still subsisting and capable of taking effect: And whereas by an Order of the said Court of Chancery, bearing Date the Thirty-first Day of *May* One thousand eight hundred and fifty, and made in the Matter of the said *George Charles Keppel Johnstone*, an Infant, it was ordered, that the said Earl of *Craven* should be appointed Guardian of the said *George Charles Keppel Johnstone* for the Purpose of consenting on his Behalf to the Petition for and to the passing of this present Act, and also to do any other Act necessary for the passing of the same into a Law: And whereas by an Order of the said Court of Chancery, bearing Date the Nineteenth Day of *June* One thousand eight hundred and fifty, and made in the said Cause of *Johnstone* versus *Ure*, on the Petition of the infant Plaintiff the said Sir *Frederic John William Johnstone*, it was ordered, that the said *Masterton Ure*, *William* Earl of *Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt* should be authorized to apply to Parliament for the Bill referred to in the Petition therein mentioned, and that the said *William* Earl of *Craven* and *Lady Louisa Elizabeth Frederica Oswald*, as Guardians of the Petitioner, be at liberty to appear before the Estates Bill Committee of the House of Lords, and to signify their Assent on his Behalf to the said Bill, so that the said Bill might pass into a Law: And whereas divers Causes are operating to increase the Importance of the Town of *Weymouth and Melcombe Regis*, which is comprised in the said Boroughs of *Weymouth and Melcombe Regis*, now the Borough of *Weymouth and Melcombe Regis*, by reason whereof it is highly probable that there will shortly be a great Demand for Houses and Buildings therein and in the Neighbourhood thereof, as well for Residences as also for commercial and general Purposes: And whereas the said Hereditaments so devised as aforesaid in the said Parish of *Radipole* consist of a Farm and Lands held therewith, and of certain Messuages or Dwelling Houses, with Gardens and Inclosures belonging thereto, situate in the immediate Neighbourhood of the said Town of *Weymouth and Melcombe Regis*; and offer highly eligible Sites for building upon an extensive Scale: And whereas the greater Part of the said Messuages, Dwelling Houses, and Buildings in the said Boroughs of *Weymouth and Melcombe Regis* and in the Parish of *Radipole* aforesaid are subject to subsisting Leases, some of such Leases being for Lives, some for Terms of Twenty-one Years, and some for longer Terms of Years, and some of the said Premises are in hand, or let from Year to Year or at Will: And whereas many of the said Leases for Lives are

Order for Appointment of Guardians, dated 31st May 1850.

Order authorizing Application to Parliament, dated 19th June 1850.

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likely soon to expire, from the advanced Ages of the remaining Lives for which the same are held, and for other Causes, and many of the said Leases for Years will soon expire by Effluxion of Time: And whereas the said Messuages and Buildings in the said Town of *Weymouth and Melcombe Regis* are for the most part in bad Repair, and many of those which are in lease will upon the Expiration of the Leases therefore require to be entirely rebuilt: And whereas a Particular of the said Messuages and Buildings and other Hereditaments in the said Town of *Weymouth and Melcombe Regis* and in the said Parish of *Radipole* is contained in the First Schedule to this Act annexed: And whereas by reason of the Limitations in the said recited Will contained the said Trustees have no Power of granting Building or Repairing Leases of the said Hereditaments, except for the Terms of Three Lives or Twenty-one Years, pursuant to the Power in the same Will contained; and inasmuch as it is found in practice that Builders and other Persons are unwilling to lay out Money in erecting or repairing Buildings under such Leases as are authorized to be granted by the said recited Will, it is conceived that the said Hereditaments might be let for Building Purposes to much greater Advantage upon Leases for Ninety-nine Years: And whereas it would be highly beneficial to the said Estate so devised as aforesaid, and to the several Persons successively entitled thereto under the Limitations and Trusts aforesaid, if Power were given to grant Building and Repairing Leases of the said Hereditaments for Terms of Ninety-nine Years, and if, with a view to the re-letting of the Premises comprised therein upon such Leases for Ninety-nine Years, the said Trustees were authorized to accept Surrenders of existing Leases: And whereas Part of the Ground situate in the said Parish of *Radipole* proposed to be leased as aforesaid is situate on the Sea Coast between the Sea and the Turnpike Road from *Weymouth* aforesaid to *Wareham*, and possesses excellent Frontages, and offers eligible Sites for Residences; but for Want of proper Defences great Damage has been from Time to Time and is continuing to be sustained by Inroads and Encroachments of the Sea: And whereas it will be necessary, previously to appropriating the said Ground for Building Purposes, that the same should be effectually protected from such Inroads and Encroachments: And whereas, in the Opinion of a practical Civil Engineer, such further Encroachments and Damages might be prevented by means of a Sea Wall or Breakwater to be constructed from the Termination of the present Sea Wall at or near a Messuage and Premises in the Occupation of Mister *George Welsford*, and extending up to the old Sea Wall at or near a House called the *Ice House*, of the Length of Five hundred Yards or thereabouts, and it would be for the lasting Benefit and Advantage of the said Estate and the Persons interested therein if Powers were granted to make such Sea Wall or Breakwater, or otherwise

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otherwise to prevent such Encroachment or Damage as aforesaid, and if Powers were also granted of raising Money (not exceeding the Sum herein-after mentioned) for the Purposes thereof: And whereas some of the said subsisting Leases for Years of Messuages, Buildings, and other Hereditaments situate in the said Borough of *Weymouth and Melcombe Regis* are for Terms absolute of Five hundred Years and upwards, at nominal or scarcely more than nominal Rents, the aggregate Amount of which Rents does not exceed the Sum of Three Pounds: And whereas the Premises in respect whereof the same Rents are reserved and payable, and the Amounts of such Rents, so far as they are now known and ascertained, are specified in the Second Schedule to this Act: And whereas other Part of the Estate which is now subject to the Uses and Trusts of the said Will consists of small Fee-farm Rents charged upon and payable out of the Messuages, Buildings, and other Hereditaments comprised in the said Leases for Terms of Five hundred Years and upwards, and of other small Fee-farm Rents charged upon and payable out of Messuages, Buildings, and Hereditaments within the Boroughs of *Weymouth and Melcombe Regis*, which do not form Part of the Estates devised by and are not subject to the Trusts of the said recited Will, which said Fee-farm Rents are specified in the Third Schedule to this Act: And whereas the Expenses and Difficulty of collecting the said Fee-farm and other Rents are considerable, and it is apprehended that on account thereof the Collection of some of the same Fee-farm and other Rents has in Times past been totally abandoned, whereby permanent Loss has accrued to the Estate, and it is apprehended that other Losses of the same Description and by the same Causes may be hereafter sustained: And whereas it would be highly beneficial to the said Sir *Frederic John William Johnstone*, and to the several other Persons interested in the said Estate devised by the said recited Will of the said Sir *John Lowther Johnstone*, if Power were granted to sell the Remainder or Reversion in Fee Simple expectant on the Determination of the said Terms for Five hundred Years and upwards of and in the Hereditaments comprised in the same several Terms, either to the Lessees or to other Persons, and also if Power were given to sell the said Fee-farm Rents specified in the said Third Schedule to this Act, by means whereof it is conceived a considerable Sum of Money might be realized to the Estate, the Expenses of collecting the said Rents be saved, and all such Danger as aforesaid of Loss to the Estate be avoided, and if the Purchase Monies were authorized to be laid out and disposed of in the Purchase of other Lands and Hereditaments, to be settled to the like Uses: And whereas, for the Reasons herein-before mentioned, the beneficial Purposes aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Masterton Ure, William Earl of Craven, Alexander Oswald,*
and

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Power to
Trustees of
the Will of
Sir John
Lowther
Johnstone,
Bart., to
grant Build-
ing and Re-
pairing
Leases for
99 Years.

and *Edmund Hiley Bucknall Estcourt* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Masterton Ure, William Earl of Craven, Alexander Oswald, and Edmund Hiley Bucknall Estcourt*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said recited Will of the said *Sir John Lowther Johnstone*, and they and he are hereby fully authorized and empowered, at his or their Discretion, during the Minority of the said *Sir Frederic John William Johnstone*, and in case of his Death under the Age of Twenty-one Years, then, at the like Discretion, during the Minority of the said *George Charles Keppel Johnstone*, and in case of the Deaths of both of them the said *Sir Frederic John William Johnstone* and *George Charles Keppel Johnstone* under the Age or respective Ages of Twenty-one Years, then with the Consent in Writing of the Person (if any) for the Time being entitled under the Limitations or Trusts in the same Will contained to the Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments specified in the said First Schedule to this Act, for his or her Life, and, at the like Discretion of them or him the said Trustees or Trustee for the Time being, during the Minority or respective Minorities of any other Tenant or Tenants in Tail under the same Limitations, by any Deed or Deeds, duly executed, to demise or lease for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, all or any Part or Parts of the Lands or Grounds particularly mentioned or described in the said First Schedule to this Act, and all or any other the Lands or Grounds situate in the said Boroughs of *Weymouth* and *Melcombe Regis* and in the said Parish of *Radipole*, or either of them, devised by or now subject to the Uses or Trusts of the said recited Will of the said *Sir John Lowther Johnstone*, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses, Manufactories, Warehouses, Works, Workshops, Mills, Forges, or other Buildings upon any Part of the same Lands or Grounds, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Works, Workshop or Workshops, Mill or Mills, Forge or Forges, Churches, Chapels, Meeting Houses, or other Buildings in lieu or stead thereof or in addition thereto, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Works, Workshop or Workshops, Mill or Mills, Forge or Forges, Churches, Chapels, Meeting Houses, or other Building or Buildings on any Part of the said Lands or Grounds whereon no Building shall be then standing,

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standing, or who shall be willing to annex any of the said Lands or Grounds for Gardens, Yards, Courts, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the same Lands or Grounds or any Part thereof, whether the Buildings to which Gardens, Yards, Courts, or Conveniences shall be proposed to be annexed shall belong to any Lessee or Lessees under the Powers contained in the said recited Will of the said Sir *John Lowther Johnstone*, or this Act, or to any other Person or Persons, or who shall be willing to erect, excavate, construct, or make, upon or within any Part or Parts of the said Lands or Grounds, any Canals, Docks, Basins, Mill Ponds, Wharfs, Quays, Straiths, Piers, Jetties, or other Shipping or Landing Places, or Storeyards, or any Railways, Tramroads, or other Ways, Roads, Passages, or Watercourses, or any other Conveniences for facilitating and promoting the Use and Enjoyment of any such Canals, Docks, Basins, Mill Ponds, Wharfs, Quays, Warehouses, Straiths, Piers, Jetties, or other Shipping or Landing Places, or who shall be willing otherwise to improve the said Lands or Grounds or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Building or Works (if any) standing or being upon or within the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to leave any Part of the Lands or Grounds from which any Building shall have been removed wholly or partially unbuilt on, where it shall be deemed convenient for the Continuity of any Street or Streets, Road or Roads, Pathway or Pathways, or for effecting a more free Circulation of Air; and also with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Landing Places, Yards, Burial Grounds, Esplanades, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use, in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been previously leased of the said Lands or Grounds hereby authorized to be leased as aforesaid, or (so far as any Reservation or Exception in any Lease which shall have been previously made or contracted to be made of any Part of the said Lands or Grounds, or any Reservation or Exception in any Sale which may be made

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under this Act, will authorize or admit of,) any Part which shall have been previously leased or contracted to be leased or sold of the said Lands or Grounds, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles, or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid; and either reserving or excepting, or not reserving or excepting, the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges, in, upon, through, over, or under the Lands or Grounds leased; and with or without any other Liberties, Privileges, Easements, or Reservations which shall be reasonable or are usual in Leases of a similar Description; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Lands hereby authorized to be leased as aforesaid; and either with or without Covenants and Stipulations (to be entered into or made by or on the Part of the Trustees or Trustee for the Time being exercising this present Power) as to the Mode in which any other Part or Parts of the said Lands or Grounds hereby authorized to be leased as aforesaid shall be built upon, laid out, left, used, or improved; so as in every such Lease there be reserved and made payable (except in Cases where Peppercorn or other merely nominal Rents may be reserved, according to the Provisions herein-after contained,) the best and most beneficial yearly Rent or Rents which can at the Time of the making or granting of any such Lease, considering the Nature or Circumstances of the Case, be obtained or reasonably had or gotten for the same; and so as such Rent or Rents be made payable half-yearly or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making or granting the same; and so as in every such Lease made for the Purpose of having Buildings or
Works

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Works erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings and Works which may be agreed to be built or constructed in a Manner and within a Time to be specified for that Purpose, and to keep in repair, during the Continuance of the Term to be thereby granted, such Buildings or Works; and so as in every such Lease made for the Purpose of having Buildings or Works improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; and so as in every such Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements in a Manner and within a Time to be specified for that Purpose; and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved (unless the same shall be a Peppercorn or other merely nominal Rent), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant for keeping the Dwelling Houses, Churches, Chapels, and Meeting Houses erected and built, or to be erected and built, or improved or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some or one of the Offices for Insurance in *London* or *Westminster*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Dwelling Houses, Churches, Chapels, and Meeting Houses as shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses, Manufactories, Warehouses, Workshops, Mills, Forges, Churches, Chapels, Meeting Houses, Erections, Buildings, and Works to be erected and built, or improved, repaired, or constructed, on the Premises therein comprised, on the Expiration or other sooner Determination of the Term, Estate, or Interest to be thereby granted; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on such Lease, their, his, or her Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Condition of Re-entry for Nonpayment of the Rent to be thereby reserved (unless the same shall be a Peppercorn or other Rent merely nominal), or for Nonperformance of any of the Covenants, Provisions,

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sions, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon and specified in such Lease, of such Covenants, Provisions, and Conditions, and either with or without a Proviso that no Breach of any of the Covenants, Provisions, and Conditions to be therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisions, or Conditions (if any) as may be agreed upon between the Parties to be so excepted), shall occasion any Forfeiture of such Lease, or of the Term, Estate, or Interest thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the Persons or Person granting such Lease, so as that the respective Lessees execute Counterparts of their respective Leases: Provided always, that the first Payment of the Rent to be reserved in any Lease to be made under the Provisions herein-before contained may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built, rebuilt, or repaired, or of the Improvements agreed to be made.

Contracts
for Leases
may be en-
tered into.

II. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases as aforesaid, and they and he are and is hereby authorized and empowered, at any Time or Times during the Period herein-before limited for the Exercise of the said Power of granting Leases as aforesaid, at such Discretion or with such Consent, as the Case may be, as aforesaid, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Parts or Part of the Lands or Grounds of which they or he are or is herein-before authorized to grant Leases as aforesaid, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built on or rebuilt, or repaired, laid out, formed, or improved, in the Manner and

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to the Extent to be stipulated in any such Contract or Contracts, to lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Persons or Person contracting to take the same as aforesaid, and his or their Executors, Administrators, and Assigns, or to such other Persons or Person (to be approved of by the Person or Persons for the Time hereby authorized to grant Leases as aforesaid) as he or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term or Terms, Estates, or Interests to be specified in such Contract or Contracts, and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited in any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient) to agree, that the full Rent specified in such Contract or Contracts shall or may be reserved in the Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Land or Ground thereby agreed to be leased, and that the Residue thereof shall be leased at the yearly Rent of a Peppercorn or some other merely nominal Rent, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands or Grounds thereby agreed to be leased, either by a Surveyor or Surveyors, or Referee or Referees, or otherwise; and in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree, that when the full Rent agreed to be reserved in the Lease or Leases granted of a competent Part or competent Parts of the Land or Ground thereby agreed to be leased (to be determined on by a Surveyor or Surveyors, or Referee or Referees, or otherwise), the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn or at some other merely nominal Rent; and in case of Leases to be granted at the yearly Rent of a Peppercorn or at some other merely nominal Rent, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree, that the yearly Rents agreed to be reserved in and by such Contract or Contracts may be made to

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commence from such Period or Periods, not exceeding Two Years and a Half from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be leased, and to the Progress of the Buildings or Works stipulated to be erected thereon; and to agree, that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts as shall not for the Time being leased of the Hereditaments comprised in such Contract or Contracts to the Payment of such Portion or Portions of the Rent or Rents of such Contract or Contracts agreed to be reserved as may be thought proper and shall in such Contract or Contracts be provided for; and also to agree, that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, or enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of leasing herein-before contained.

Contracts to contain Clause of Re-entry.

III. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be leased as shall not have been actually leased, and shall not be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of performing the same within a reasonable Time, to be therein appointed, or that in default thereof such Contract shall, as to the Lands and Buildings not actually leased by virtue of the same Contract, be void; and every such Contract shall be binding on all the Persons upon whom any Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

If Possession resumed under Clause

IV. And be it further enacted, That if the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be granted

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granted or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to grant such Leases as aforesaid, at such Discretion, or with such Consent, as the Case may be, as aforesaid, to grant Leases, or enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises, under the Powers or Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

of Re-entry, fresh Leases and Contracts may be made.

V. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized to grant Leases by virtue of this Act (at such Discretion or with such Consent, as the Case may be, as aforesaid,) from Time to Time to enter into any new Covenants or Agreements in relation to the Hereditaments so authorized to be leased by them or him respectively as aforesaid, with any Person or Persons for the Time being entitled to the Benefit of any Contract or Contracts which shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable to and with the Powers and Provisions of this Act, and also to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable to or with the Powers and Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid; and the Hereditaments so surrendered shall or may be afterwards leased without a Contract, or contracted or agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if the Contract or Contracts for leasing the same which shall have been released or surrendered as aforesaid had never been entered into or executed:

New Agreements may be entered into with Persons having Contracts by way of Addition or Explanation.

Provided

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After Execution of Leases, Contracts not to form Part of Evidence of Title.

Provided always, that every Lease to be granted under any of the Provisions herein-before contained shall be deemed and taken to be duly granted although it may have been preceded by a Contract, and such Contract shall not in all respects have been duly observed, and whether the same shall or shall not purport to have been granted in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract, provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted, and that after any such Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Certificate of Execution of Counterparts to be Evidence thereof.

VI. And be it further enacted, That the Certificate in Writing of the Trustees or Trustee executing any Lease or other Deed to be made under the Authority of this Act, and of which a Counterpart is hereby required to be executed, acknowledging that they or he have or hath received a Counterpart of such Lease or other Deed, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Ground may be appropriated for Yards, Gardens, Streets, &c., by Leases, or Deeds enrolled.

VII. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being herein-before authorized to make Leases as aforesaid, and they and he are and is hereby authorized and empowered, at such Discretion or with such Consent, as the Case may be, as aforesaid, with a view to the general Improvement of the Estate, to remove any Buildings standing upon any Part of the said Lands or Grounds which shall be for the Time being in hand, and which it shall be deemed convenient to remove, for the continuing of any Street or Streets, Road or Roads, Pathway or Pathways, or for effecting a more free Circulation of Air, and to permit the Land or Ground from which such Buildings shall be removed to remain unbuilt upon, and also to lay out and appropriate any Part or Parts of the Lands or Grounds herein-before authorized to be leased, whether the same shall be or have been previously built upon or not, as and for Markets, Crescents, or other open Spaces, Railways, Tramroads, or other Ways or Roads, Streets, Squares, Avenues, Passages, Yards, Burial Grounds, Drains, Sewers, Pipes, Conduits, Canals, Docks, Basins, Wharfs, Quays, Piers, Jetties, Storeyards, or other Easements or Conveniences, or otherwise, for the general Improvement of the Estate and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Lease to be granted as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Persons or Person for the Time being herein-before authorized to make Leases as aforesaid, and to be made

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at such Discretion or with such Consent as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of such general Deed, and also by such Leases or general Deed or general Deeds respectively to give and grant such Liberties, Privileges, Easements, and Conveniences as such Persons or Person shall deem reasonable or convenient, so nevertheless that all such general Deeds shall be made and executed with a view to the general Benefit of the Estate.

VIII. And be it further enacted, That it shall be lawful for the Persons or Person for the Time being hereby authorized to grant Leases as aforesaid from Time to Time, at such Discretion or with such Consent as the Case may be, as aforesaid, to confirm any Lease or Leases or general Deed purporting to have been granted or made by virtue of this Act, in any Case in which, for some technical Error, Informality, or Irregularity in granting or executing the same, or in entering into the Contract for granting the same, any such Lease or general Deed shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions hereinbefore contained, in lieu of any void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same or a greater yearly Rent or Rents as was or were reserved in such void or voidable Lease or Leases respectively.

Voidable Leases may be confirmed where the Error is technical.

IX. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid, from Time to Time, at such Discretion or with such Consent (as the Case may be) as aforesaid, to accept a Surrender or Surrenders or Relinquishment of any existing Leases, Terms, or Tenancies of any Messuages or Buildings, Lands or Grounds, or other Hereditaments or Easements hereby authorized to be leased, whether such Leases or Tenancies shall be subsisting at the Time of the passing of this Act, and whether the same shall have been granted under the Powers in the said recited Will contained or otherwise, or shall be created under the Powers or Provisions of this Act or otherwise, and whether such Leases or Tenancies shall be for Lives, or for Years determinable upon Lives, or for Terms of Years absolute, or for any other Term or Tenancy, and to grant any new Lease or Leases, or enter into any new Contract or Contracts for a Lease or Leases, (pursuant to the respective Powers and subject to the respective Restrictions hereinbefore contained,) of the Hereditaments or Easements comprised in the Lease or Leases or Tenancy or Tenancies so surrendered or relinquished, either to the Person or Persons making such Surrender or Relinquishment, or to any other Person or Persons whomsoever, and either alone or together with

Surrenders of Leases may be accepted.

[*Private.*]

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any other Part or Parts of the Hereditaments or Easements hereby authorized to be leased as aforesaid, and as to any Hereditaments or Easements which may have been previously leased or granted under the Provisions of this Act, in the same Manner as if no Leases or Contracts had been previously granted or executed concerning the same under the Provisions of this Act; yet so nevertheless that so far as regards any Lands or Grounds or Buildings to be leased for Building or Repairing Purposes on a Surrender of any prior Lease thereof which may have been granted under the Provisions of this Act, the same shall be leased or contracted to be leased only for a Term or Terms or Estate or Interest not exceeding the then Residue of the Term or Terms of Years or other Estate or Interest granted by the Lease or respective Leases so surrendered, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved in the original Lease or Leases; and so nevertheless that no Fine or Premium shall be accepted and taken for making any Confirmation or Confirmations or new Lease or Leases whatsoever which shall be made under the present Power.

Authorizing Allowances for Value of existing Interests where Leases already granted shall be surrendered.

X. And as respects any Lease which may be granted under the Provisions of this Act upon the Surrender of a Lease which shall have existed prior to this Act, be it enacted, That it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases as aforesaid, in estimating the Amount of Rent to be paid for any Lease which may be so granted as last aforesaid, to make such a Remuneration or Allowance in the way of Remission or Abatement of annual Charge upon the Premises so surrendered, to the Person so surrendering the same, in regulating the Rent and other Terms on which such new Lease shall be granted, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as shall be reasonable, but so that no such Remission or Abatement of annual Charge shall continue or endure for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered (if such Estate or Interest had not been surrendered) would have determined by Effluxion of Time, so that the Rent for the Premises in respect of which such Remission or Abatement of annual Charge is authorized to be made as aforesaid shall not during the Term or Period for which such Remission or Abatement shall be made be less in Amount than the Rent which immediately before the Surrender of the same Premises was payable in respect of the same; and for the Purpose of ascertaining, as near as may be, the Value or Extent of any Estate or Interest so surrendered as may be or may have been held for the Remainder of a Term or Interest determinable upon a Life or Lives, it shall be lawful for the Persons or Person granting such Lease to estimate and calculate the Duration of the Remainder of the Life or Lives for

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which such Estate or Interest shall be or shall have been held by the Tables used by the Commissioners for the Reduction of the National Debt for ascertaining the Duration of any Life or Lives for which an Annuity or Annuities is or are authorized by Law to be granted by them, and such Remuneration or Allowance in the way of Remission of annual Charge may be made for the Number of Years at which such Life or Lives may be so calculated to endure accordingly, and the Age or Ages of the Person or Persons for whose Life or Lives such Estate or Interest shall be or shall have been held, being for this Purpose deemed to be or have been correctly stated in the Lease or Leases for which the Estate or Interest therein was originally granted; and as respects any Lease which may be so granted under the Provisions of this Act upon the Surrender of a Lease which shall have existed prior to this Act, and in or upon the Land or Ground comprised, in which surrendered Lease or Leases there shall be standing any Messuage, Dwelling House, or other Building which, on the one hand, the Lessee shall not by the Terms of the Lease for which the same shall be held be bound to repair or leave in repair at the Expiration of his Term or Interest therein, but shall be willing to repair and improve, or either to repair or improve, or which, on the other hand, the Lessee shall be by the Terms of the Lease for which the same shall be held be bound to repair or leave in repair, but shall be willing to improve, it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases as aforesaid, in regulating or estimating the Amount of Rent to be paid for the Leases which may be so granted, and other the Terms on which such Lease shall be granted, to take into consideration the Expense which the Lessee or proposed Lessee will be at in repairing and improving, or repairing or improving, as the Case may be, the Premises to be comprised in such Lease, and to make such Deduction or Abatement from the Amount of Rent to be reserved in the Lease so to be granted, either for or during the whole or any Part of the Term for which such Lease shall be granted as he or they shall think reasonable, in respect of the Expense so to be incurred by reason of such Repairs and Improvements, or either of them, as the Case may be.

XI. And be it further enacted, That in case the Persons or Person for the Time being herein-before authorized to grant Leases as aforesaid shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands or other Hereditaments hereby authorized to be leased as aforesaid, as to the Mode in which any other Part or Parts of the said Lands or other Hereditaments shall be built upon, laid out, used, worked, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands or other

As to certain
Covenants
running with
the Land.

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other Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands or other Hereditaments, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have or claim, such Estate or Estates respectively, but no further or otherwise; and such last-mentioned Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Heirs, Executors, or Administrators, and as such Person or Persons so having or claiming such Estate or Estates respectively would have been liable in case he, she, or they had originally entered into such Covenant or Covenants, instead of the said original Covenantor or Covenantors, but only for any Breach or Breaches of Covenant during the Continuance of his, her, or their Estate or Estates; and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him; and in order that the Lessee or respective Lessees may be able to take advantage of such Covenant or Covenants, the same shall be deemed to run and shall run with the Lands or other Hereditaments leased to the Person or Persons with whom such Covenant or Covenants shall be entered into, so as that the Assignee or Assignees for the Time being of the Leasehold Interest of the Person or Persons with whom such Covenant or Covenants shall have been entered into shall have the full Benefit of such Covenant or Covenants, and shall be able to maintain an Action or Actions of Covenant thereon against any Person or Persons as against whom the Obligation of such Covenant or Covenants is hereby made to run as aforesaid.

Provisoes
for Re-entry
to be appor-
tionable.

XII. Provided always, and be it further enacted, That no Lease or Contract to be made under the Authority of this Act shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant shall have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract; and that, notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall

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shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intentions of the Parties as expressed in any such Lease or Contract accordingly; and no Underlease or Underleases to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall be liable to Forfeiture, or to the Operation of the Proviso or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Underlease or some Part thereof; and, moreover, that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions with reference to the Premises comprised in any such Underlease shall not work a Forfeiture of the original Lease thereof, as respects any other Premises therein comprised, and not included in such Underlease; and that the Proviso of Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee shall accordingly be and be construed and held to be apportionable so and in such Manner as that the same shall have a distinct or separate or exclusive Operation with respect to the Premises to be comprised in each such Underlease as aforesaid, in such and the same Manner as if, instead of each original Lease comprising more than the Premises included in each such Underlease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Underlease as aforesaid.

XIII. And be it further enacted, That it shall be lawful for the said *Masterton Ure, William Earl of Craven, Alexander Oswald,* and *Edmund Hiley Bucknall Estcourt,* or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said recited Will of the said *Sir John Lowther Johnstone,* and they and he are hereby fully authorized and empowered, at his or their Discretion, during the Minority of the said *Sir Frederic John William Johnstone,* and in case of his Death under the Age of Twenty-one Years, at the like Discretion, during the Minority of the said *George Charles Keppel Johnstone,* and in case both of them the said *Sir Frederick John William Johnstone* and *George Charles Keppel Johnstone* shall die under the Age or respective Ages of Twenty-one Years, then, with the Consent in Writing of the Person (if any) for

Power to sell Reversion of Hereditaments comprised in Leases of Five hundred Years and upwards.

[Private.]

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the Time being entitled under the Limitations or Trusts in the same Will contained to the Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments specified in the said Second Schedule hereto, for his or her Life, and at the like Discretion of them or him the said Trustees or Trustee for the Time being, during the Minority or respective Minorities of any other Tenant or Tenants in Tail under the same Limitations, and previously to the Surrender (if any) of the Term or Tenancy or Terms or Tenancies therein under the Power herein-before contained authorizing the said Trustees or Trustee to accept such Surrender or Surrenders, but not afterwards, absolutely to sell and dispose of all and singular the said Messuages or Tenements, Cottages, Buildings, Gardens, Lands, and Hereditaments specified in the said Second Schedule to this Act, and the Fee Simple and Inheritance thereof, with the Appurtenances; and also all such and so many of the said Fee-farm Rents specified in the said Third Schedule to this Act as are issuing and payable out of and from the Hereditaments comprised in the said Terms of Five hundred Years and upwards, and out of and from any Hereditaments which are not subject to the Uses and Trusts of the said recited Will of the said Sir *John Lowther Johnstone*, either all together in One Lot, or in Parcels or several Lots, and either by public Auction or private Contract, either with or without special or other Conditions of Sale relating to the Title to the said Hereditaments and Fee-farms Rents so to be sold or disposed of, or any of them, or to the Manner of carrying such Sale or Sales into effect, to any Person or Persons whomsoever, at or for such Price or Prices in Money as to them or him the said Trustees or Trustee for the Time being shall seem reasonable, with full Power to buy in the same or any of them at any such public Auction or Auctions, or rescind the Contract or Contracts for the Sale thereof, and to resell the same from Time to Time, either with or without such special or other Conditions of Sale as aforesaid, and without being answerable for any Loss or Diminution in Price, and to do all things requisite or proper for the Purpose of effectuating such Sale or Sales; and also that, for the Purpose of effectuating such Sale or Sales, but not for any other Purpose, it shall be lawful for the said *Masterton Ure*, *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt*, and the Survivors and Survivor of them, or their or his Heirs, or other the said Trustees or Trustee for the Time being, upon Payment of the Purchase Money for the said Hereditaments so to be sold in manner hereafter mentioned, by any Deed or Deeds or Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and attested by Two or more creditable Witnesses, absolutely to revoke, determine, and make void all or any of the Uses, Trusts, Interests, and Purposes, Powers and Provisoes, in and by the said Will of the said Sir *John Lowther Johnstone* limited, declared,

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declared, contained, or expressed of and concerning the Hereditaments and Fee-farm Rents so proposed to be sold, or any Part or Parts thereof, if it shall be thought necessary so to do, and by the same or any other Deed or Deeds, Instrument or Instruments in Writing, to limit, declare, direct, or appoint any Use or Uses, Estates or Estate, Trust or Trusts of the Hereditaments and Premises, or any Part or Parts thereof, the Uses of which shall be so revoked, which it shall be thought necessary or expedient to limit, declare, direct, or appoint in order to effectuate such Sale or Sales, Disposition or Dispositions as aforesaid, and such Sale may be made under any special Condition or other Conditions of Sale relating to the Title or otherwise as to them or him the said Trustees or Trustee for the Time being shall seem expedient; and upon Payment into the Bank in manner herein-after mentioned of the Purchase Money for the same Premises or any Part or Parts thereof respectively which shall be so sold, in case the said Purchase Money shall amount to Two hundred Pounds or upwards, or upon Payment of such Purchase Money to the said *Masterton Ure, William Earl of Craven, Alexander Oswald, and Edmund Hiley Bucknall Estcourt*, or the Survivors or Survivor of them, or their or his Heirs, or other the Trustees or Trustee for the Time being, in manner herein-after mentioned, in case such Purchase Money shall not amount to the Sum of Two hundred Pounds, it shall be lawful for the said *Masterton Ure, William Earl of Craven, Alexander Oswald, and Edmund Hiley Bucknall Estcourt*, and the Survivors and Survivor of them, or their or his Heirs, or other the Trustees or Trustee for the Time being, by any Deed or Deeds under their or his Hands and Seals or Hand and Seal, to limit and appoint, convey, release, and assure the Hereditaments to be so sold, with their respective Rights, Members, and Appurtenances, and the Fee Simple and Inheritance thereof respectively, and the said Fee-farm Rents, to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs or Assigns, in such Manner as he, she, or they shall direct, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, and Limitations which by virtue of or under the said herein-before recited Will may for the Time being be subsisting in favour or for the Benefit of any of the Persons whose Estates and Interests are excepted out of the Operation of the general Saving Provisions herein-after contained, and without Prejudice to the Leases of the same Hereditaments specified in the same Schedule.

XIV. And be it further enacted, That it shall and may be lawful to and for the said *Masterton Ure, William Earl of Craven, Alexander Oswald, and Edmund Hiley Bucknall Estcourt*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said recited Will of the said *Sir John Lowther Johnstone*, and they

Power to borrow the Sum of 4,000*l.* on Mortgage of the Estates.

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they and he are hereby fully authorized and empowered, at his or their Discretion, during the Minority of the said Sir *Frederic John William Johnstone*, and in case of his Death under the Age of Twenty-one Years, then, at the like Discretion, during the Minority of the said *George Charles Keppel Johnstone*, and in case of the Deaths of both of them the said Sir *Frederic John William Johnstone* and *George Charles Keppel Johnstone* under the Age or respective Ages of Twenty-one Years, then with the Consent in Writing of the Person (if any) for the Time being entitled under the Limitations in the same Will contained to the Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments specified in the said First and Second Schedules to this Act, for his or her Life, and at the like Discretion of them or him the said Trustees or Trustee for the Time being, during the Minority or respective Minorities of any other Tenant or Tenants in Tail under the same Limitations or Trusts, at any Time or Times after the passing of this Act, to borrow and take up at Interest the Sum of Four thousand Pounds, and, as a Security for the Money so to be borrowed, by Deed or Deeds to demise all or any of the said Hereditaments situate in or near the said Boroughs of *Weymouth* and *Melcombe Regis* and the said Parish of *Radipole*, or any or either of them, comprised in and devised by the said recited Will of the said Sir *John Lowther Johnstone*, upon the Trusts and in the Manner aforesaid, to any Person or Persons, or Body or Bodies Politic or Corporate, who shall lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Cesser of every such Term of Years on Payment to the Party or Parties, or Body or Bodies Politic or Corporate, who shall advance the Monies so to be borrowed, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate that may be agreed on, not exceeding Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be in such Mortgage or Mortgages respectively specified and appointed.

Provisions
for paying off
the Sum of
4,000*l.*

XV. Provided also, and be it further enacted, That all and every the Sum and Sums of Money to be borrowed as aforesaid, and the Interest thereof, shall be paid at the Times and in the Manner herein-after mentioned, (that is to say,) the Interest thereof, or of so much thereof as from Time to Time shall remain unpaid, at such Rate as shall be agreed upon, shall be paid by equal half-yearly Payments, on half-yearly Days, to be respectively appointed in such Mortgage or Mortgages, and One Thirtieth Part of the Principal Money shall be paid or set apart as herein-after directed at the End of the First Year

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Year from the Day of advancing or lending such Sum or Sums of Money respectively, and a like Part of the said Principal Money shall be paid or set apart as aforesaid at the End of the Second and each succeeding Year, until the whole of the Sum or respective Sums so to be borrowed as aforesaid shall be liquidated and discharged, and provided also that the Principal Money so to be borrowed as last aforesaid shall not in the whole exceed the Sum of Four thousand Pounds Sterling; provided nevertheless, that if any Principal or Interest which ought to have been paid by any Tenant for Life or by any Tenant in Tail shall be paid by any succeeding Tenant for Life or in Tail, then and in every such Case, and as often as the same shall happen, it shall be lawful for the Person who shall have paid such Arrears of Principal and Interest to recover the Amount so paid, with Costs, by Action or Proceeding in any Court of competent Jurisdiction, from the Executors or Administrators of the Person or Persons during whose Estate such Arrears of Principal and Interest or either of them shall have accrued and become due and payable.

XVI. And be it further enacted, That all the Monies which shall arise from any Sale or Sales to be made in pursuance of the Powers of this Act shall, in case the same shall amount to the said Sum of Two hundred Pounds, be paid by the Person or Persons to whom such Sale or Sales shall be made, and all the Monies to be raised by Mortgage in pursuance of the Powers or Directions herein-before contained shall be paid by the Person or Persons advancing the same, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there as follows; (that is to say,) as respects the Monies which shall arise from such Sale or Sales to an Account to be intituled *ex parte* "The *English* settled Estates of the late Sir *John Lowther Johnstone*," and as respects the Monies to be raised by Mortgage to an Account to be intituled *ex parte* "The *English* settled Estates of the late Sir *John Lowther Johnstone*, Improvement Account," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates to be given by the said Accountant General, together with the Receipt or Receipts of the Cashier of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, or Office Copies thereof respectively, of the Payment into the Bank of *England* of any Monies by this Act directed to be so paid, shall from Time to Time and at all Times thereafter be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to the Person or Persons respectively pay-

Purchase Money to be paid into the Bank of England.

[*Private.*]

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ing the same, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for so much of the said Monies for which such Certificate or Certificates and Receipt or Receipts as aforesaid shall be respectively given, and that on the filing of such Certificate or Certificates and Receipt or Receipts the Person or Persons respectively paying such Monies, their, his, and her Heirs, Executors, and Administrators, shall be and is and are hereby absolutely acquitted and discharged of and from the same Monies and every Part thereof, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Monies, or of any Part thereof.

Expenses of Act and of Sales to be paid out of Purchase Monies, and Surplus to be laid out in Land.

XVII. And be it further enacted, That out of the Monies so to be paid into the Bank as aforesaid to the Account *ex parte* "The *English* settled Estates of the said Sir John Lowther Johnstone," the Costs, Charges, and Expenses which shall be incurred in relation to or attending the Sale or Sales hereby authorized, and the Execution of the Powers and Authorities hereby created in relation thereto, and the Costs and Expenses of any Application to the Court under this Act, in relation to such Sale, Powers, or Authorities, shall in the first place be paid and satisfied; and as respects the Residue or Surplus of such Monies, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, upon a Petition to be presented to the said Court of Chancery in a summary Way by any Person interested in the Hereditaments for the Time being subject to the Limitations or Trusts in the said recited Will, either in possession, remainder, or reversion, or of the Guardian or Guardians of any such Person or Persons, to order all such Residue or surplus Monies as last aforesaid to be laid out, in such Manner as the said Court of Chancery shall direct, in the Purchase or Redemption of Land Tax, or in Payment or Discharge of any Mortgage, under the Provisions of this Act, or in the Purchase of Freehold or Copyhold or Customary Manors, Messuages, Farms, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in possession, situate somewhere in *England*, to be approved of respectively by the said Court, all which Premises so to be purchased as aforesaid shall be conveyed, surrendered, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations to, upon, for, with, under, and subject to which the Hereditaments so sold under the Authority of this Act would have stood limited and settled in case such Sale had not been made, or as near thereto as the Nature and Quality of the Hereditaments so to be purchased and the Circumstances will admit.

Until Purchase found, Monies to

XVIII. And be it further enacted, That as respects any Monies which shall have arisen from any Sale or Sales as aforesaid, and
 8
 herein-

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herein-before directed to be paid into the Bank as aforesaid, or so much thereof respectively as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses herein-before authorized to be paid out of the same as aforesaid, in the meantime and until the same shall be applied or invested for the Purposes and in the Manner herein-before directed or authorized, and as respects any Monies which shall be raised by Mortgage for the Purpose of such Embankment, Breakwater, and Improvements as aforesaid, and also herein-before directed to be paid into the Bank as aforesaid, or so much and such Part thereof as shall not be applied in Payment of Costs, Charges, and Expenses herein-before authorized to be paid out of the same, the same shall respectively, until the same shall be required for the Purposes for which the same shall have been raised, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Money to be received from the same Bills respectively, or from any other Bills to be purchased as next herein-after directed, when and as they shall respectively be paid off by Government, shall be laid out from Time to Time, under the like Direction of the said Court, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders, if necessary, that whenever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in exchange for those which are in course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off as aforesaid; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until the same shall be wanted for any of the Purposes herein-before expressed, and until the same Navy, Victualling, or Exchequer Bills shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said Trustees or Trustee for the Time being as aforesaid, as respects such of the said Monies as shall be raised by Mortgage, and by any Person for the Time being interested as last aforesaid, or the Guardians or Guardian of such Person, as respects such of the said Monies as shall have arisen from a Sale or Sales, be respectively ordered to be sold by the said Accountant General for the Purposes to which the Monies invested therein are respectively

be invested
in Navy or
Exchequer
Bills.

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respectively herein-before authorized to be applied, or any of them, in such Manner as the said Court shall think fit and direct; and as respects such of the Monies to be invested as aforesaid as shall have arisen from any such Sale or Sales as aforesaid, if the Money arising by the Sale of the Navy, Victualling, or Exchequer Bills in which such last-mentioned Money shall have been invested shall exceed the Amount of the original Money so laid out therein as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Persons or Person respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments to be purchased in case the same had been actually purchased in pursuance of this Act, or the personal Representatives or Representative of such Persons or Person, as Part of their, his, or her Personal Estate.

Application
of Purchase
Monies
under 200l.

XIX. Provided always, and be it further enacted, That if any Purchase Monies which shall arise from any Sale or Sales to be at any Time or Times made in pursuance of the Powers of this Act shall not amount in any One Case to the Sum of Two hundred Pounds, the same shall be paid to the said *Masterton Ure, William Earl of Craven, Alexander Oswald, and Edmund Hiley Bucknall Estcourt*, and the Survivors and Survivor of them, or their or his Heirs, or other the Trustees or Trustee for the Time being, to be applied by them or him (together with the Produce arising therefrom) in the Manner herein-before directed with respect to Money paid into the Bank of *England*, but it shall not be necessary to obtain any Order of the Court for that Purpose.

Money
raised by
Mortgage to
be applied
in building a
Sea Wall or
Breakwater,
under the
Direction of
the Court of
Chancery.

XX. And be it further enacted, That the Monies which shall have been raised by Mortgage, and so directed to be paid into the Bank of *England* as aforesaid to the Account *ex parte* "The *English* "settled Estates of the late *Sir John Lowther Johnstone*, Improvement Account," or so much and such Part thereof as shall not be required for Payment of the Costs, Charges, and Expenses of or incident to the raising of the same by Mortgage as aforesaid, and the several Applications to the Court under this Act in relation to the Purposes for which the same Monies shall have been raised, shall be from Time to Time or at any One Time paid and applied in or towards the Construction of a Sea Wall or Breakwater commencing at or near a Messuage and Premises in the Occupation of *Mr. George Welsford*, and continuing to the old Sea Wall at or near a House called the *Ice House*, of the Length of Five hundred Yards or thereabouts, and in otherwise effectually protecting the said Estate from the Inroads and Encroachments of the Sea; provided that the Works to be executed, and to be paid for with the Monies to be borrowed as aforesaid, shall, both as to the Nature and Character of the Works
and

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and the Execution thereof, and the Charges for the same, be approved of by the Order of the High Court of Chancery to be from Time to Time obtained for that Purpose in manner herein-after mentioned.

XXI. And be it further enacted, That it shall be lawful for the High Court of Chancery, upon Petition, to be from Time to Time presented in a summary Way by the said Trustees or Trustee for the Time being of the said recited Will of the said Sir *John Lowther Johnstone* (but either before or after the borrowing and raising of any such Sum or Sums of Money on Mortgage as aforesaid), stating in such Petition that any Sum or Sums of Money have or hath been or ought to be laid out and expended in the Construction of a Sea Wall or Breakwater, or in the Improvements aforesaid, to inquire into the Matters to be alleged in such Petition or Petitions, and for that Purpose to make any Reference or References to any of the Masters of the said Court, or otherwise to proceed as the said Court shall think fit, and in particular it shall be lawful for the said Court, in its Discretion, to make separate and distinct or combined References or Orders as to past and future Expenditure; and upon the Truth of the Matters alleged in such Petition or Petitions being ascertained to the Satisfaction of the said Court, it shall be lawful for the said Court to order such Sum or Sums of Money as to the said Court shall seem fit to be paid by the Accountant General of the said Court, with or out of any of the Monies which shall have been raised by any such Mortgage or Mortgages as aforesaid, and be then standing in the Name or to the Account of the said Accountant General, or which shall be raised by Sale of the Securities in which the same shall have been invested as herein-after mentioned, to the Petitioners or Petitioner, or to such other Person or Persons as the said Court of Chancery shall from Time to Time think fit and just.

Power to the Court of Chancery to deal with such Monies in a summary Way, upon Petition.

XXII. And be it further enacted, That if any Surplus of the Money to be raised by way of Mortgage as aforesaid shall remain after Payment of the Expenses of the said Embankment, Breakwater, and other Improvements, such Surplus shall be applied in or towards the Discharge of any Principal Debt which shall be secured by any Mortgage or Mortgages which shall have been made under any of the Powers of this Act.

Surplus (if any) of Money to be raised by Mortgage to be applied in reduction of Principal Debt.

XXIII. And be it further enacted, That it shall be lawful for the said *Masterton Ure*, *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt*, or the Survivor or Survivors of them, or other such Trustee or Trustees for the Time being as aforesaid, with and out of any Monies for the Time being in their or his Hands, and which shall have arisen from the Rents by the said recited Will of the said Sir *John Lowther Johnstone* authorized to be applied,

Powers to the Trustees to pay the Expenses of the Act out of the Rents in hand.

[Private.]

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in any Manner that the Trustees of the same Will should think fit, for the Advantage of his the said Testator's Estate and the Persons beneficially interested therein under the Trusts of the same Will, to pay and discharge all Sum and Sums of Money, Costs, Charges, and Expenses, which have been or shall be paid or incurred preparatory and with a view to this Act, and in obtaining and passing the same; and of or relating to any Application to the Court of Chancery or any other Proceedings for ascertaining, taxing, and settling the Amount thereof, and of the Proceedings and Instruments for the securing the same, but the Amount thereof, with Interest for the same from the Expiration of One Year from the passing of this Act, shall be a Charge on the Hereditaments situate in or near the said Boroughs of *Weymouth* and *Melcombe Regis* and the said Parish of *Radipole* comprised in and devised by the said recited Will of the said *Sir John Lowther Johnstone*, for or in favour of the said Trustees or Trustee for the Time being, but upon the like Trusts and with the like Discretion in all respects as previously subsisted of and concerning the Monies so hereby authorized to be paid and applied for the Purposes last aforesaid.

Power to the Court of Chancery to make Orders for Taxation of Costs.

XXIV. And be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition of the Trustees or Trustee for the Time being of the said recited Will of the said *Sir John Lowther Johnstone*, to be preferred in a summary Way, to make such Order as to the same Court shall seem meet for ascertaining, taxing, and settling the Sum and Sums of Money, Costs, Charges, and Expenses herein-before authorized to be paid and charged as aforesaid.

Power to mortgage Estates for Repayment of the Expenses of the Act.

XXV. And be it further enacted, That it shall be lawful for the said *Masterton Ure*, *William Earl of Craven*, *Alexander Oswald*, and *Edmund Hiley Bucknall Estcourt*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said recited Will of the said *Sir John Lowther Johnstone*, by any Deed or Deeds in Writing, to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to limit, appoint, and demise all or any Part or Parts of the said Hereditaments situate in or near the said Boroughs of *Weymouth* and *Melcombe Regis* and the said Parish of *Radipole*, comprised in and devised by the said recited Will of the said *Sir John Lowther Johnstone*, to the Uses, upon the Trusts, and in the Manner aforesaid, to any Person or Persons whomsoever, for any Term or Terms of Years without Impeachment of Waste, for securing the Amount of such Sum and Sums of Money, Costs, Charges, and Expenses aforesaid, when the same shall have been ascertained, taxed, and settled by the said Court of Chancery, and subject to a Proviso for the Cesser of such Term on
Payment

Earl of Craven's (or Sir John Johnstone's) Estate.

Payment by the Person or Persons for the Time being entitled to the said Hereditaments under and by virtue of the said recited Will of such Amount, together with Interest for the same from the Expiration of One Year from the passing of this Act, such Interest to be paid half-yearly; provided, that the said *Masterton Ure, William Earl of Craven, Alexander Oswald, and Edmund Hiley Bucknall Estcourt*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said recited Will, do and shall, with and out of the Rents, Issues, and Profits of the said Hereditaments so devised as aforesaid, keep down the Interest which shall accrue during the respective Lives of the several Persons successively entitled under the Limitations and Trusts in the said recited Will of the said *Sir John Lowther Johnstone* contained to the Rents and Profits of the Lands and Hereditaments to be comprised in and subject to such Mortgage, in respect of the Sum so to be secured as last aforesaid, and the said several Persons so successively entitled shall be chargeable with such Interest during the Continuance of their respective Estates therein; and provided, that no greater Arrear than for One Year shall be recoverable against any Person who shall become entitled in remainder for Interest accrued during the Estate or Interest of any Person or Persons entitled to any preceding Estate or Interest in the Premises under the Limitations in the said Indenture of Settlement contained.

XXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to revoke, repeal, suspend, annul, prejudice, or affect any Powers of leasing or other Powers in the said recited Will of the said *Sir John Lowther Johnstone* contained, except that the same shall not be exercisable to the Prejudice of any Lessee or Lessees, Purchaser or Purchasers, or his, her, or their Heirs, Executors, Administrators, or Assigns, claiming under any Lease or Leases, Contract or Contracts, or Conveyance or Conveyances which shall have been granted, made, or entered into under this Act; and farther, that the Powers of leasing herein contained, and the Estates to be created by virtue thereof, shall have Precedence of the Powers of mortgaging herein contained, and the Estates to be created by virtue thereof.

Powers in Will not to be affected; and Power of leasing in this Act to have Precedence of Powers of Mortgage.

XXVII. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, from Time to Time, upon a Petition in a summary Way by the Trustees or Trustee for the Time being of the said recited Will of the said *Sir John Lowther Johnstone*, to make such an Order or Orders as the said Court shall think fit for allowing, taxing, or settling all Costs, Charges, and Expenses which have been or shall be incurred in obtaining and passing this Act, and in relation to or attending any such Sale or Sales as aforesaid, and in making

Power to Court to tax Costs, &c.

Earl of Craven's (or Sir John Johnstone's) Estate.

making and completing the Mortgage or Mortgages herein-before authorized to be made, and of the several Applications to the said Court respecting the Matters aforesaid or any of them, and the Costs of taking the said Monies or any of them out of the Bank, and investing Monies in the Purchase of Manors, Lands, or Hereditaments as aforesaid, and settling the same Manors, Lands, and Hereditaments according to the Direction herein-before contained, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make such Orders as the said Court shall think fit for Payment of all such Costs, Charges, and Expenses as aforesaid out of the Monies which shall arise or be produced as aforesaid, and which shall be so paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased or received in exchange as aforesaid; and it shall be lawful for the said Court of Chancery to make such further Order or Orders in relation to the Premises as the said Court shall think fit.

As to Consent of Mr. Edmund George Bankes, who is resident beyond Seas.

XXVIII. And whereas the said *Edmund George Bankes* is at present resident in Parts beyond the Seas, and his Consent to this Act has not been proved: Be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Edmund George Bankes*, until the said *Edmund George Bankes* shall signify his Consent to this Act by Writing under his Hand, attested by One or more credible Witness or Witnesses; and such Writing under the Hand of the said *Edmund George Bankes* shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act, and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, as shall be as conclusive and binding upon the said *Edmund George Bankes*, and all Persons claiming or to claim by, from, through, or under him, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I Edmund George Bankes do hereby consent to an Act of Parliament passed in the Fourteenth Year of the Reign of Her most Excellent Majesty Queen Victoria, intituled “An Act” [*here insert the Title of this Act*]. Given under my Hand, this
‘ Day of

General Saving.

XXIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Masterton Ure, William Earl of Craven, Alexander Oswald, and Edmund Hiley*

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Hiley Bucknall Estcourt, and their Heirs, and other the Trustees or Trustee for the Time being of the said recited Will of the said Sir *John Lowther Johnstone*, and other than and except the said Sir *Frederic John William Johnstone*, and the Heirs of his Body, and the said *George Charles Keppel Johnstone*, and the Heirs of his Body, and the said *Charlotte Margaret Buckley*, and the said *Charles Edward Buckley*, and the Heirs of his Body, and all and every the Sons and Son hereafter to be born of the said *Charlotte Margaret Buckley*, and the Heirs of their and his Body and Bodies respectively, and the said *Anna Elizabeth Estcourt*, and the said *John George Thomas John Estcourt*, and the Heirs of his Body, and all and every the Son and Sons hereafter to be born of the said *Ann Elizabeth Estcourt*, and the Heirs of his and their Body and Bodies respectively, and the said *Charlotte Eleanor Estcourt*, *Jane Estcourt*, *Gertrude Estcourt*, *Isabella Elizabeth Estcourt*, *Mary Louisa Estcourt*, *Anne Clara Estcourt*, and *Evelyn Susan Estcourt*, and the Heirs of their Bodies severally and respectively, and all and every the Daughters and Daughter hereafter to be born of the said *Ann Elizabeth Estcourt*, and the Heirs of their Bodies severally and respectively, and the said *Edmund George Bankes*, and the Heirs Male of the Body of the said *Edmund George Bankes*, and all and every other the Sons and Son of the said *Georgina Charlotte Bankes*, whether now born or hereafter to be born, and the Heirs Male of their and his Bodies and Body severally and respectively, and all and every other the Person and Persons to whom any Estate, Right, Title, Interest, Use, Trust, Property shall, under or by virtue of the said recited Will of the said Sir *John Lowther Johnstone*, or any Limitation or Declaration of Uses or Trusts therein contained, or to have been devised or bequeathed, or shall have descended or devolved, or shall descend or devolve, and the right Heirs of the said Testator,) all such Estate, Right, Title, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments and Premises or any of them, as they, every or any of them, might have had in case this Act had not been passed.

XXX. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as
printed by
the Queen's
Printers to
be Evidence.

Earl of Craven's (or Sir John Johnstone's) Estate.

The FIRST SCHEDULE referred to in the foregoing Act.

PART FIRST.

MELCOMBE REGIS.

West Street.

| | |
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| The old Poor's House, now a Dwelling House, Workshops, and Yard. | The Executors of John Sturmev. |
| Slaughter-house and Yard | William Banger Bower. |
| Undivided Moiety of House and Yard | Executors of John Martin. |
| Small Houses | Andrew Lithgow. |
| Four small Houses | Francis Stainer. |

St. Nicholas Street.

| | |
|--|--|
| Small Dwelling House | William Hodges. |
| Undivided Moiety of Coach-house and Stables. | William Eliot. |
| Two small Houses | William Barrett. |
| Ditto | Mary Portbury. |
| Stable | Charles Clare. |
| Coach-houses and Stables | William Hodges. |
| Small House | Mrs. Bond. |
| Stable and Yard | Bullen Miles. |
| Dwelling House, Offices, and Yard | Executors of James Hawkins. |
| Stable | Thomas Bennett. |
| Malthouse, Stable, and Yard | James Flower. |
| Dwelling House | Executors of the Reverend John Williams. |
| Stables and Coach-house | Thomas Bennett. |
| Garden | George Welsford. |
| Garden | Ditto. |

St. Thomas Street.

| | |
|------------------------------------|------------------|
| Three Houses | Mary Portbury. |
| Two Houses and Workshops | Richard Bower. |
| Small House | John Atkins. |
| Ditto | Ann Marks. |
| Ditto | Michael Stanley. |
| Ditto | John Hancock. |
| Dwelling House and Yard | Mary Garrett. |
| Ditto | William Hodges. |
| Ditto | George Welsford. |
| Ditto | Isaac Templeman. |
| Undivided Moiety of House and Yard | Thomas Clark. |
| Ditto | William Barrett. |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | |
|---|---|---|---|----------------------------------|
| Dwelling House | - | - | - | Ezra Flood. |
| Dwelling House and Offices | - | - | - | Robert Swaffield. |
| Ditto | - | - | - | Ditto. |
| Ditto | - | - | - | John Wilkinson. |
| Ditto | - | - | - | William Hodges. |
| Ditto | - | - | - | Ann Baker. |
| Ditto | - | - | - | William Drake. |
| Ditto | - | - | - | Executors of John Flew. |
| Dwelling House and Yard | - | - | - | George Welsford. |
| Ditto | - | - | - | Ditto. |
| Dwelling House and Garden | - | - | - | Charles Gill. |
| Garden | - | - | - | James Bower. |
| Dwelling House, Offices, and Yard | - | - | - | William Elliot. |
| Ditto | - | - | - | William Legg's Executors. |
| Auction Room, Offices, and Yard | - | - | - | James Millidge. |
| Offices and Yard | - | - | - | Robert Phillips. |
| Dwelling House, Coach-house, Stabling, and Yard. | - | - | - | Stephen Scorey. |
| Garden | - | - | - | Joseph Horsford. |
| The Baths | - | - | - | Lady Louisa Oswald. |
| House | - | - | - | John Pidgeon. |
| Ditto | - | - | - | William Stote. |
| House and Workshop | - | - | - | John Millidge. |
| House and Yard | - | - | - | Henry Haseler. |
| Ditto | - | - | - | Sarah Ducker. |
| Two Houses | - | - | - | Executors of James Richards. |
| Ditto | - | - | - | Emma Shore. |
| Dwelling House and Offices | - | - | - | William Hodges. |
| Dwelling House and Workshops | - | - | - | John Allen. |
| Ditto | - | - | - | Executors of William Oakley. |
| Dwelling House and Garden | - | - | - | Eliza Read. |
| Dwelling House and Offices | - | - | - | Executors of John Flew. |
| Ditto | - | - | - | James Templer. |
| Ditto | - | - | - | John Williams. |
| Ditto | - | - | - | James Fudge. |
| Ditto | - | - | - | William Reason. |
| Workshop and Yard | - | - | - | John Hancock. |
| Ditto | - | - | - | Ditto. |
| Coach-house, Stable, and Yard | - | - | - | Executors of William Legg. |
| Dwelling House and Garden | - | - | - | Ditto. |
| Small House and Garden | - | - | - | Ditto. |
| Dwelling House, Shop, and Offices | - | - | - | Morris Clark. |
| Crown Inn and Stables | - | - | - | Thomas Bennett. |
| Dwelling House and Garden | - | - | - | James Bower. |
| Ditto | - | - | - | Executors of Mrs. Penny. |
| Dwelling House with small House behind | - | - | - | George Edwards. |
| Dwelling House and Offices | - | - | - | William Boswell. |
| Ditto | - | - | - | William Millidge. |
| Dwelling House and Yard | - | - | - | John Drew. |
| Small House | - | - | - | Robert Bayley. |
| Dwelling House | - | - | - | Executors of William Oakley. |
| Dwelling House and Offices | - | - | - | John Dunman. |
| Ditto | - | - | - | Executors of William Legg. |
| Ditto | - | - | - | John Wilkinson. |
| Small House behind the above | - | - | - | Ditto. |
| Small House adjoining above | - | - | - | Samuel Vizzard. |
| Workshop | - | - | - | Executors of Rev. John Williams. |
| Dwelling House | - | - | - | Elizabeth Slyfield. |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | |
|------------------------------------|---|------------------|
| Dwelling House, Offices, and Yard | - | John Brinsley. |
| Garden | - | William Hodges. |
| House, Brewhouse, and Offices | - | Ditto. |
| Small House | - | Ann Spiller. |
| Ditto | - | Stephen Farwell. |
| House, Offices, Workshop, and Yard | - | Richard Commins. |

St. Mary Street.

| | | |
|--------------------------------------|---|--------------------------------------|
| Two Houses and Shops | - | Thomas Hare. |
| Ditto | - | Robert Gear. |
| House and Shop | - | Thomas Hare. |
| House, Shop, and Garden | - | Catherine Saxton. |
| Warehouse behind the above | - | Ditto. |
| House and Shop | - | Executors of James Richards. |
| Small Storehouse | - | John Ensor. |
| House and Yard | - | Executors of William Milledge. |
| House | - | Edward Portbury. |
| Ditto | - | Richard Cox. |
| House and Yard | - | Robert Vinning. |
| Ditto | - | Louisa Thomas. |
| Ditto | - | Bernard Cox. |
| Ditto | - | William Bussell. |
| Ditto | - | John Martin. |
| House and Garden | - | George Reynolds. |
| White Horse Public House | - | Executors of James Hawkins. |
| House, Shop, and Warehouse | - | Daniel Pidgeon. |
| House | - | John Bartlett. |
| House, now Part of the Guildhall | - | Town Council. |
| Ditto | - | Ditto. |
| Ditto | - | Ditto. |
| Warehouse and Dwelling House | - | Messrs. Robert and Herbert Williams. |
| House | - | Isaac Templeman. |
| Ditto | - | Elizabeth Bridge. |
| Two Houses | - | George Edwards. |
| House | - | William Withem's Executors. |
| House and Garden | - | Rebecca Flew and George Ellis. |
| Ditto | - | Catharine Tizard. |
| House, Shop, and Offices | - | John Hopkins. |
| House and Offices | - | Sarah Thurman. |
| House and Yard | - | Hugh Sime. |
| Two Houses | - | James Flood. |
| House (Part of the Oak Public House) | - | Executors of James Hawkins. |
| Ditto | - | Ditto. |
| House, Offices, and Warehouse | - | Margaret Prowse. |
| House and Shop | - | Executors of Thomas Fever. |
| The Bear Inn, Stabling and Yard | - | Executors of James Hawkins. |
| Small House in a Court | - | Robert Dominy. |
| Storehouse in a Court | - | Robert Day. |
| House | - | Andrew Lithgow. |
| Ditto | - | Ditto. |
| Undivided Moiety of a House and Yard | - | Joseph Bennett. |
| Two Houses | - | Executors of Mrs. Jacobs. |
| House and Yard | - | Esther Ford. |
| House | - | Katharine Hancock. |
| Ditto | - | Executors of William Milledge. |
| The Kitchen Part of a House | - | Mrs. Ayling. |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | |
|---------------------------------|---|---|--------------------------------|
| Three Houses and Shops | - | - | Morris Clark. |
| House and Shop | - | - | Executors of Patrick Hodge. |
| House, Shop, and Yard | - | - | Alice Beach. |
| House | - | - | Robert Gear. |
| The Antelope Public House | - | - | George Gulpin. |
| House and Garden | - | - | Francis Tizard. |
| House and Yard | - | - | Joseph Thorne. |
| Ditto | - | - | John Style. |
| Ditto | - | - | Lemon Cohen. |
| House and Garden | - | - | George Arden. |
| House and Offices | - | - | Executors of William Milledge. |
| House and Yard | - | - | Executors of John Carter. |
| Ditto | - | - | Robert Gear. |
| Ditto | - | - | James Shirren. |
| Yard | - | - | George Kay. |
| A Pew in the Church of Melcombe | - | - | Edward Fooks. |

Maiden Street.

| | | | |
|--|---|---|--------------------------------|
| House | - | - | George Voss. |
| Ditto | - | - | Morris Clark. |
| Ditto | - | - | Esther Ford. |
| Warehouse and Cellar | - | - | John Hopkins. |
| Warehouse | - | - | Ditto. |
| House | - | - | Executors of William Milledge. |
| House (in the Friary) | - | - | Robert Gear. |
| Ditto | - | - | Charles Cheek. |
| Ditto | - | - | Mary Clayton. |
| Ditto | - | - | Elizabeth Denmon. |
| House | - | - | Richard Jolliffe. |
| Ditto | - | - | Executors of James Richards. |
| Ditto | - | - | Jane Marder. |
| Ditto | - | - | William Reynolds. |
| Ditto | - | - | William Devenish. |
| Ditto | - | - | Joseph Horsford. |
| Ditto | - | - | Robert Gear. |
| Ditto | - | - | Ditto. |
| Ditto | - | - | William Patience. |
| Ditto | - | - | Thomas Tantrum. |
| Ditto | - | - | Robert Sly. |
| House and Yard | - | - | Executors of William Salter. |
| Smith's Shop, Stabling, and Yard | - | - | George Randall. |
| Two Houses | - | - | John Wilkinson. |
| The Three Tuns Public House | - | - | Executors of James Hawkins. |
| House and Cellars | - | - | Benjamin Barlow. |
| House and Shop | - | - | Robert Fudge. |
| Cellars behind the above | - | - | John Bloomfield. |
| House | - | - | Mary Burt. |
| Ditto | - | - | Executors of William Drew. |
| Ditto | - | - | Joseph Goff. |
| Storehouse | - | - | George Voss. |
| Stable | - | - | Charles Payne. |
| Coach-house and Stabling | - | - | Ditto. |
| Two Houses | - | - | Executors of Benjamin Rolls. |
| Two Houses and Offices | - | - | Henry Baker. |
| House | - | - | John Stanford. |
| Stables | - | - | Thomas Hare. |
| The King's Head Inn, Stabling and Yard | - | - | William Dyer. |

[Private.]

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | |
|--------------------------------|---|-------------------|
| The Portland Arms Public House | - | William Devenish. |
| Cellar | - | Richard Cottrell. |
| Ditto | - | William Devenish. |

New Street.

| | | |
|--------------------------------------|---|-------------------------|
| House | - | Philip Dodson. |
| Ditto | - | Thomas Tewksbury. |
| House and Yard | - | James Tizard. |
| Ditto | - | John Rolls. |
| House | - | Mary Case. |
| Ditto | - | William Churchouse. |
| Part of House, other Part unoccupied | - | Charles Milford. |
| House | - | Elizabeth Standard. |
| Coach-house and Stable (3 Stalls) | - | Executors of Jane Luce. |
| Ditto (5 Stalls) | - | Ditto. |
| Ditto (5 Stalls) | - | Ditto. |
| House | - | Ditto. |
| Ditto | - | Mary Portbury. |
| House and Yard | - | William Pover. |
| The Theatre | - | Julia Bennett. |
| House | - | Ditto. |
| Workshop | - | Joram Foot. |
| Rooms over the above | - | George Kay. |
| Coach-house and Stable | - | Rowland Thomas. |
| Workshop over the above | - | William Wicks. |
| House | - | William Roberts. |
| Stable | - | Richard Griffin. |

East Street.

| | | |
|--------------------------------------|---|------------------------------|
| House | - | William Drake. |
| Ditto | - | Benjamin Roll's Executors. |
| Two small Houses behind same | - | Ditto. |
| The Globe Public House and Yard | - | Executors of James Hawkins. |
| House and Yard | - | William Burdon. |
| House and Garden | - | Richard Hancock. |
| Four Houses | - | Robert Gear. |
| Small House | - | George Ellis. |
| Two small Houses and Yards | - | Esther Ford. |
| House and Yard | - | John Tizard. |
| House and Offices | - | Hurrish Beasant's Executors. |
| Warehouse, Coach-houses, and Stables | - | Margaret Prowse. |
| Garden | - | Robert Gear. |
| House | - | William Oakley's Executors. |
| House and Yard | - | Christiana Richards. |
| House dilapidated | - | Void. |
| House and Yard | - | Richard Brouncker. |

Chesterfield Place.

| | | |
|--------------------------|---|-----------------------------|
| No. 1. House and Offices | - | Thomas Hawkesworth. |
| 2. Ditto | - | Richard Griffin. |
| 6. Ditto | - | Executors of Mathew Virtue. |

*Earl of Craven's (or Sir John Johnstone's) Estate.**Johnstone Row.*

| | | | |
|----------------------|---|---|-------------------------------|
| 1. House and Offices | - | - | Robert Gear. |
| 2. Ditto | - | - | William Milledge's Executors. |
| 3. Ditto | - | - | Mrs. Targett's Executors. |
| 4. Ditto | - | - | Captain Fry. |
| 5. Ditto | - | - | James Edwards. |
| 6. Ditto | - | - | Humbilton Storey. |
| 7. Ditto | - | - | Henry Husler. |

Royal Terrace.

| | | |
|-------------------------------|---|-------------------------|
| 1. House, Offices, and Garden | - | Sir John Hawkins. |
| 2. Ditto | - | Patty Charlotte Gorton. |
| 3. Ditto | - | Joseph Mortimer. |
| 4. Ditto | - | Mary Portbury. |
| 5. Ditto | - | Jane Cookson. |
| 6. Ditto | - | John Fox. |
| 7. Ditto | - | John Milledge. |
| 8. Ditto | - | Miss Willis. |
| 9. Ditto | - | Lady Meade. |
| 10. Ditto | - | Andrew Lithgow. |
| 11. Ditto | - | Susannah Turner. |
| 12. Ditto | - | Andrew Lithgow. |
| 13. Ditto | - | Thomas Trowbridge. |
| 14. Ditto | - | Edward Thorne. |
| 15. Ditto | - | Spencer Meade. |
| 16. Ditto | - | Sir Loftus Otway. |
| 17. Ditto | - | Margaret Howard. |
| 18. Ditto | - | Miss Cossins. |

Frederic Place.

| | |
|--|--------------------------------------|
| 1. House, Offices, Coach-house, and Stable. | Richard Bower. |
| 2. House, Offices, and Garden | John Barfoot. |
| 3. Ditto | Mrs. Hamilton. |
| 4. House, Offices, and small House behind. | Richard Milledge. |
| 5. House, Offices, and Garden | Mrs. Ayling. |
| 6. Ditto | Mrs. Flew. |
| 7. Ditto | William Lock. |
| 8. Ditto | Ditto. |
| 9. Ditto | Charles Curme. |
| 10. Ditto | Mr. Templer. |
| 11. House, Offices, Garden, Coach-house, and Stable. | Samuel Scriven. |
| 12. Ditto | William Milledge's Executors. |
| 13. The Masonic Hall Yard and Coach-house. | The Brethren of the All Souls Lodge. |

Great George Street.

| | | |
|-------------------------------|---|------------------------------------|
| National School | - | James and Richard Bower, Trustees. |
| Timber Yard | - | Robert and Herbert Williams. |
| Coach-house, Stable, and Yard | - | Miss Willis. |
| Ditto | - | John Upjohn. |
| House and Yard | - | Isaac Templeman. |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | |
|-------------------------------------|---|---|---|------------------------------|
| House and Yard | - | - | - | Morris Clark. |
| Ditto | - | - | - | Ditto. |
| Coach-house and Stable | - | - | - | Margaret Howard. |
| Ditto | - | - | - | Ditto. |
| House and Offices | - | - | - | Ann Crocker. |
| Ditto | - | - | - | Ditto. |
| Coach-house and Stable | - | - | - | Joseph Mortimer. |
| House and Yard | - | - | - | Joseph Hartnell. |
| Yard | - | - | - | Void. |
| Garden | - | - | - | Morris Clark. |
| Ditto | - | - | - | Ditto. |
| Ditto | - | - | - | Margaret Howard. |
| Ditto | - | - | - | Ditto. |
| House and Offices | - | - | - | Ann Crocker. |
| Ditto | - | - | - | Ditto. |
| Garden and Stable | - | - | - | Mr. Latour. |
| Ditto | - | - | - | Ditto. |
| Ditto | - | - | - | Ditto. |
| Ditto | - | - | - | Ditto. |
| House | - | - | - | Morris Clark. |
| Coach-house and Stables | - | - | - | Sir Loftus Otway. |
| Seven Houses in a Court | - | - | - | Robert and Herbert Williams. |
| Coach-house and Stable | - | - | - | Thomas Coombs. |
| House and Yard | - | - | - | Thomas Matthews. |
| House and Yard | - | - | - | Ditto. |
| Coach-house and Stables | - | - | - | Susannah Turner. |
| Stables | - | - | - | Ditto. |
| Coach-house and Stables | - | - | - | Lady Meade. |
| House and Garden | - | - | - | Gertrude Cossins. |
| Ditto | - | - | - | Georgina Cossins. |
| Garden | - | - | - | John Cossins' Executors. |
| House and Yard | - | - | - | Samuel Warren. |
| House and Yard | - | - | - | Philip Dodson. |
| Ditto | - | - | - | Richard Bower. |
| Four Houses called "Caroline Place" | - | - | - | Joseph Gillingham. |
| House and Yard | - | - | - | Richard Bower. |
| Four Houses | - | - | - | William Drake. |

Little George Street.

| | | | | |
|-------------------------------|---|---|---|----------------------------|
| House and Yard | - | - | - | John Bridle. |
| Ditto, and small House behind | - | - | - | John Gillingham. |
| Two Houses | - | - | - | Henry Raggett. |
| Smith's Shop | - | - | - | James Milledge. |
| Two Houses and Yard | - | - | - | John Pidgeon. |
| Four Houses | - | - | - | Isaac Templeman. |
| House and Yard | - | - | - | Mrs. Goodwin. |
| Two Houses and Yards | - | - | - | John Upjohn. |
| House and Yard | - | - | - | Thomas Stockings. |
| Ditto | - | - | - | William Samways. |
| Two Houses and Yards | - | - | - | Ditto. |
| Coach-house and Stable | - | - | - | Edward Thorne |
| Coach-house and Stable | - | - | - | Executors of William Legg. |

York Buildings.

| | | | | |
|-------------|---|---|---|------------------|
| The Library | - | - | - | George Welsford. |
|-------------|---|---|---|------------------|

*Earl of Craven's (or Sir John Johnstone's) Estate.**Augusta Place.*

| | | | | | |
|-----|----------------------|---|---|---|---------------------------------|
| 4. | House and Offices | - | - | - | Executors of James Richards. |
| 5. | Ditto | - | - | - | Richard Roles. |
| 6. | Ditto | - | - | - | John Roles. |
| 7. | Ditto Victoria Hotel | - | - | - | Executors of Elizabeth Scriver. |
| 8. | Ditto | - | - | - | Ditto. |
| 10. | Ditto | - | - | - | Julia Bennet. |
| 11. | Ditto | - | - | - | William Fowler. |

Grosvenor Place.

| | | | | | |
|----------------------------|---|---|---|---|-----------------|
| House, Offices, and Garden | - | - | - | - | John Henning. |
| Ditto | - | - | - | - | William Hill. |
| Ditto | - | - | - | - | William Gulpin. |
| Ditto | - | - | - | - | Gale and Baker. |

Clarence Buildings.

| | | | | | |
|-----|-------------------|---|---|---|----------------------|
| 1. | House | - | - | - | Richard Rolls. |
| 1. | House and Yard | - | - | - | William Beal. |
| 2. | House and Offices | - | - | - | Elizabeth Moody. |
| 3. | House | - | - | - | William Smith. |
| 4. | House and Offices | - | - | - | Joseph Stone. |
| 5. | Ditto | - | - | - | Christiana Richards. |
| 6. | Ditto | - | - | - | Miss Day. |
| 9. | Ditto | - | - | - | Mr. Chandler. |
| 10. | Ditto | - | - | - | Mrs. Compton. |
| 11. | Ditto | - | - | - | John Henning. |
| 12. | Ditto | - | - | - | Richard Brouncker. |

On the Quay.

| | | | | | |
|--|---|---|---|---|---|
| House Offices, and Garden | - | - | - | - | Christopher Bolt. |
| Yard | - | - | - | - | Ditto. |
| Garden | - | - | - | - | Mrs. Wallis. |
| House | - | - | - | - | John Court. |
| Warehouse | - | - | - | - | Sir George Thomas. |
| Cellar with Room over | - | - | - | - | William Beal and John Fuzzard. |
| House, Warehouse, Coal Cellars, and Yards. | - | - | - | - | William W. Burdon. |
| The Custom House | - | - | - | - | Commissioners of Her Majesty's Customs. |
| House, Offices, and Stable | - | - | - | - | Mrs. Saunders. |
| Warehouse | - | - | - | - | William Reynolds. |
| The Oak Public House | - | - | - | - | Executors of James Hawkins. |

Saint Edmund Street.

| | | | | | |
|--------------------|---|---|---|---|----------------------------|
| Garden | - | - | - | - | John Martin. |
| Small House | - | - | - | - | Ditto. |
| Warehouse and Yard | - | - | - | - | Ditto. |
| Ditto | - | - | - | - | Harriot Day. |
| House | - | - | - | - | John Tulledge. |
| Ditto | - | - | - | - | Executors of Thomas Fever. |
| Warehouse | - | - | - | - | Executors of John Flew. |
| Coalyard | - | - | - | - | Joseph Tizard. |
| Warehouse | - | - | - | - | John Ensor. |

[Private.]

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | |
|---------------------------------|---|---|---|-----------------------------|
| Warehouse | - | - | - | John Haynes. |
| Ditto | - | - | - | John Henning. |
| Butcher's Shop | - | - | - | Elizabeth Bartlett. |
| Ditto | - | - | - | Mrs. Lill. |
| House and Shop | - | - | - | Ditto. |
| Butcher's Shop | - | - | - | Mrs. Woolgrove. |
| Duke of Cumberland Public House | - | - | - | Executors of James Hawkins. |
| House, Offices, and Yard | - | - | - | Richard Cotterell. |

Hellen Lane.

| | | | | |
|-----------------------|---|---|---|---------------|
| Coal Store | - | - | - | William Dyer. |
| Stable | - | - | - | Ditto. |
| Three small Tenements | - | - | - | William Hill. |

Governor's Lane and Belle Vue.

| | | | | |
|------------------------|---|-----------------------------------|---|----------------------------|
| 1. House | - | - | - | Catharine Saxton. |
| Belle Vue | { | 2. House | - | James William Hill. |
| | | 3. Ditto with small House behind. | - | Christopher Bolt. |
| | | 4. Ditto | - | Executors of William Legg. |
| | | 5. House and Yard | - | Ditto. |
| | | Stowhouse | - | - |
| House | - | - | - | Christopher Beasant. |
| Ditto | - | - | - | Joseph Rogers. |
| Ditto | - | - | - | Jane Abbott. |
| Coach house and Stable | - | - | - | Elizabeth Moody. |
| House | - | - | - | Executors of John Sturmev. |
| Two Houses | - | - | - | John Thorne. |
| House | - | - | - | Joseph Beal. |
| Ditto | - | - | - | John Fooks. |
| Ditto | - | - | - | Mrs. Tullidge. |

Petticoat Lane.

| | | | | |
|-----------------------------|---|---|---|------------------------------|
| Four Houses and Yards | - | - | - | Robert Gear. |
| Small House | - | - | - | Joseph Beal. |
| Ditto | - | - | - | John Randall. |
| House and Offices | - | - | - | Frederick Pittman. |
| The Kitchen Part of a House | - | - | - | John Longman. |
| House and Yard | - | - | - | Joseph Thorne. |
| Coach-house and Stabling | - | - | - | Philip Dodson and John Call. |

Conygar Lane.

| | | | | |
|------------------------------------|---|---|---|----------------------|
| Methodist Chapel | - | - | - | Atherton and others. |
| Schoolhouse attached to ditto | - | - | - | Ditto. |
| Small House | - | - | - | Robert Gear. |
| Stable | - | - | - | Joseph Gillingham. |
| Coach-house and Stables | - | - | - | George Welsford. |
| House, Offices, and Yard | - | - | - | Samuel Symmonds. |
| House | - | - | - | Miss Walters. |
| Ditto | - | - | - | James Flood. |
| Ditto | - | - | - | John Hancock. |
| Ditto | - | - | - | Thomas Scutt. |
| Ditto | - | - | - | Joseph Beal. |
| Four Houses (Two in Maiden Street) | - | - | - | John Hancock. |

*Earl of Craven's (or Sir John Johnstone's) Estate.**Bury Street.*

| | | | | | |
|---------------------------|---|---|---|---|--------------------------------|
| Garden | - | - | - | - | Executors of William Milledge. |
| Ditto | - | - | - | - | William Lowman. |
| Four Houses | - | - | - | - | George Welsford. |
| House | - | - | - | - | William Smith's Executors. |
| Coach-house and Stable | - | - | - | - | Executors of James Hawkins. |
| House | - | - | - | - | Mr. Silcock. |
| Sawpit | - | - | - | - | Executors of William Milledge. |
| Three Cottages and Garden | - | - | - | - | Ditto. |
| House | - | - | - | - | James Harris. |
| Ditto | - | - | - | - | John Bunn. |
| Ditto | - | - | - | - | Thomas Legg. |
| Ditto | - | - | - | - | Margaret Trevot. |
| Ditto | - | - | - | - | William Pottle. |
| Ditto | - | - | - | - | John Thrasher. |
| Coach-house and Stable | - | - | - | - | James Cooper. |

PART SECOND.

WEYMOUTH.

On the Abbotsbury Road.

| | | | | | |
|-----------------------------|---|---|---|---|--------------------------------|
| A small Field | - | - | - | - | Robert Domeny. |
| Ditto | - | - | - | - | Executors of William Legg. |
| Garden Ground | - | - | - | - | Joseph Symes and others. |
| A small Field | - | - | - | - | George C. Welsford. |
| Ditto | - | - | - | - | James Cooper. |
| Ditto | - | - | - | - | Ditto. |
| Small Cottage and Brickyard | - | - | - | - | Philip Dodson. |
| Cottage and Garden | - | - | - | - | John Henning. |
| Four Houses | - | - | - | - | William J. Hill. |
| Cottage and Garden | - | - | - | - | Simon Fowler. |
| Two Cottages and Garden | - | - | - | - | Ann Garston. |
| House, Stable, and Garden | - | - | - | - | W. Bazzell. |
| House | - | - | - | - | Executors of William Milledge. |

High Street.

| | | | | | |
|----------------------------|---|---|---|---|-----------------------------|
| House, Stable, and Garden | - | - | - | - | Harriet Penny. |
| Garden | - | - | - | - | Ditto. |
| House and Garden | - | - | - | - | William Barrett. |
| Ditto | - | - | - | - | Edward Fooks. |
| Two Houses | - | - | - | - | George Newton. |
| Four Houses | - | - | - | - | Ditto. |
| Five Houses | - | - | - | - | Ditto. |
| The Boot Public House | - | - | - | - | Executors of James Hawkins. |
| House and Yard | - | - | - | - | Executors of William Legg. |
| House and Offices | - | - | - | - | Henry Harris. |
| House, Offices, and Garden | - | - | - | - | Ditto. |
| Two Houses and Garden | - | - | - | - | Miss Reynolds. |
| Three Houses and Garden | - | - | - | - | George Newton. |
| Stable | - | - | - | - | William Devenish. |
| Part of House | - | - | - | - | William Christopher. |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | |
|--|---|---|---|
| Part of House (the same) | - | - | Mrs. Cleal. |
| House and Garden | - | - | George Newton. |
| Ditto | - | - | Ditto. |
| Ditto | - | - | Ditto. |
| House | - | - | William Dennis. |
| One undivided Third of House | - | - | Colonel Gordon. |
| House and Stable | - | - | William Bayly. |
| House | - | - | William Fawn. |
| Ditto | - | - | Executors of Rev. John Williams. |
| House and Yard | - | - | William Ayles. |
| Five small Houses | - | - | George Welsford. |
| House and Garden | - | - | William Fawn. |
| House, Offices, and Yard | - | - | John Meade. |
| House and Bakehouse | - | - | Robert Cox. |
| House and Garden | - | - | Executors of John Bartlett. |
| House, Bakehouse, and Garden | - | - | William Bartlett. |
| House and Garden | - | - | Mrs. Webb. |
| House and Yard | - | - | John Chalker. |
| House | - | - | Executors of John Jerrard. |
| House and Slaughter-house | - | - | Ditto. |
| House and Garden | - | - | Robert Fudge. |
| Three Houses | - | - | William Corney. |
| House | - | - | George Newton. |
| House and Offices | - | - | Samuel Edmunds. |
| Ditto | - | - | James Jolliffe. |
| Yard | - | - | John Meade. |
| House and Yard | - | - | George Welsford. |
| Yard | - | - | Ditto. |
| Two Houses | - | - | John Milledge. |
| Site of Portbury's House | - | - | } Town Council as Trustees for the Bridge. |
| Ditto Langrish's | - | - | |
| Ditto Flew's | - | - | |
| Ditto Thurman's | - | - | |
| Ditto Reynold's | - | - | |
| Ditto Thurman's | - | - | |
| Ditto Jennison's | - | - | |
| Ditto Hocart's | - | - | |
| Ditto Cooper's | - | - | |
| Ditto Brown's | - | - | |
| House and Yard | - | - | Frances Tizard. |
| Ditto | - | - | Executors of Mrs. Chamberlain. |
| House and Garden | - | - | Charles Beal. |
| House and Yard | - | - | William Bartlett. |
| Ditto | - | - | M. Fenoulhet. |
| House, Shop, and Garden | - | - | James Davis. |
| Warehouse | - | - | William Devenish. |
| Ditto | - | - | William and James Devenish. |
| The Hope Chapel | - | - | William Ayles and others. |
| House, Coal Cellar, and Yard | - | - | Charles Buck. |
| The Old Rooms Public House | - | - | Executors of James Hawkins. |
| House and Garden | - | - | Mrs. Cross. |
| House and Yard | - | - | Representatives of Peter Kellaway. |
| House behind Yard | - | - | Joseph Horsford. |
| House, Offices, and Yard, with Brewery | - | - | Ditto. |
| Cellars and Warehouse | - | - | William Devenish. |
| Brewery | - | - | Ditto. |
| House and Bakehouse | - | - | Ditto. |
| House and Yard | - | - | Executors of John Flew. |
| Stable and Yard | - | - | Richard Dennis. |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | | |
|------------------------------|---|---|---|---|-------------------|
| House | - | - | - | - | Timothy Mogridge. |
| Ditto | - | - | - | - | Charles Groves. |
| House, Bakehouse, and Garden | - | - | - | - | John Mayby. |

Hope Street.

| | | | | | |
|-------------------------|---|---|---|---|------------------------|
| House | - | - | - | - | Mrs. Burbage. |
| Ditto | - | - | - | - | David Ward and others. |
| Ditto | - | - | - | - | William Swatridge. |
| Ditto | - | - | - | - | Peter Swatridge. |
| Boathouse | - | - | - | - | Mrs. Carter. |
| Three Houses | - | - | - | - | Mrs. Bray. |
| Undivided Part of House | - | - | - | - | James Beasant. |
| House | - | - | - | - | Mr. Jolliffe. |
| House and Storehouse | - | - | - | - | James Davis. |
| Warehouse | - | - | - | - | Christopher Beasant. |
| House and Shop | - | - | - | - | Catharine Tizard. |
| House and Yard | - | - | - | - | Christopher Bolt. |
| Ditto | - | - | - | - | Thomas A. Buck. |
| Yard | - | - | - | - | James Green. |

Hope Quay.

| | | | | | |
|----------------------|---|---|---|---|--|
| House and Yard | - | - | - | - | William Tizard. |
| Ditto ditto | - | - | - | - | Mrs. Williams. |
| Ditto ditto | - | - | - | - | Rebecca Flew. |
| Ditto ditto | - | - | - | - | James Seally. |
| Ditto ditto | - | - | - | - | Thomas Aylis. |
| Shipyard | - | - | - | - | Ditto. |
| House | - | - | - | - | Miss Andrews. |
| House and Yard | - | - | - | - | Richard Buck. |
| Small Garden | - | - | - | - | Thomas Atherton. |
| House and Garden | - | - | - | - | Miss Smithem. |
| Small Garden | - | - | - | - | Mrs. Elizabeth Turner. |
| Yard | - | - | - | - | Commissioners of Her Majesty's Customs. |
| The Watch-house | - | - | - | - | Lords of the Treasury. |
| Land behind the same | - | - | - | - | Ditto. |
| Shipyard | - | - | - | - | Christopher Beasant. |

On the Hill.

| | | | | | |
|---------------------------------|---|---|---|---|-------------------------|
| House, Offices, and Tea Gardens | - | - | - | - | Thomas Matthews. |
| The Infantry Barracks | - | - | - | - | Barrack Master General. |
| House and Garden | - | - | - | - | Mrs. Fry. |
| Garden | - | - | - | - | Richard Bower. |
| House | - | - | - | - | Void. |
| Ditto | - | - | - | - | Robert Webber. |
| Ditto | - | - | - | - | William Towers. |
| Ditto | - | - | - | - | John Bush. |

Franchise Street.

| | | | | | |
|------------------|---|---|---|---|----------------|
| House and Garden | - | - | - | - | John Parker. |
| Cottage | - | - | - | - | Mrs. Moor. |
| Ditto | - | - | - | - | Mrs. Fletcher. |
| Ditto | - | - | - | - | William Goff. |

[Private.]

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | | |
|------------------------|---|---|---|---|------------------------------------|
| Garden | - | - | - | - | Edward Samways. |
| Small House | - | - | - | - | William Chick and Mrs. Ricks. |
| Garden | - | - | - | - | James Parsons, Delane, and others. |
| Ditto | - | - | - | - | William Lee. |
| House and Garden | - | - | - | - | Robert Russell. |
| Ditto | - | - | - | - | Robert How. |
| Two Houses | - | - | - | - | Diana Walles. |
| Garden | - | - | - | - | Ann Garston. |
| Cottage and Garden | - | - | - | - | Robert How. |
| Garden | - | - | - | - | Henry Harris. |
| Coach-house and Stable | - | - | - | - | Executors of William Milledge. |

Boot Lane.

| | | | | | |
|----------------------------|---|---|---|---|--------------------|
| Two Houses and Workshop | - | - | - | - | George Newton. |
| Two Cottages and Garden | - | - | - | - | John Canning. |
| Two Cottages and Gardens | - | - | - | - | Mrs. Carter. |
| Two Cottages and Garden | - | - | - | - | James Beasant. |
| Three Cottages and Gardens | - | - | - | - | Richard Way. |
| Cottage | - | - | - | - | Frances Tizard. |
| Two Cottages | - | - | - | - | John Henning. |
| A small Field | - | - | - | - | Ditto. |
| Cottage | - | - | - | - | Mrs. Chalker. |
| House, Barn, and Barton | - | - | - | - | William Churchill. |
| Cottage and Garden | - | - | - | - | George Newton. |
| Cottage | - | - | - | - | Ditto. |
| Garden | - | - | - | - | Mr. Leech. |

Love Lane.

| | | | | | |
|--------------------|---|---|---|---|---------------------------|
| Two Houses | - | - | - | - | Catharine Tizard. |
| Garden | - | - | - | - | Ditto. |
| Two Cottages | - | - | - | - | Frances Tizard. |
| Garden | - | - | - | - | William Rolls. |
| Ditto | - | - | - | - | Mrs. Cleal. |
| Ditto | - | - | - | - | Executors of James Mayne. |
| Ditto | - | - | - | - | Charles Payne. |
| House | - | - | - | - | Philip Dodson. |
| Garden | - | - | - | - | John Henning. |
| Garden and Cottage | - | - | - | - | Ditto. |
| Cottage | - | - | - | - | Elizabeth Stuggins. |
| Cottage | - | - | - | - | John Martin. |
| Ditto | - | - | - | - | Joseph Ayling. |

Silver Street.

| | | | | | |
|-----------------|---|---|---|---|-----------------|
| Three Houses | - | - | - | - | George Newton. |
| House | - | - | - | - | John Royal. |
| Slaughter-house | - | - | - | - | John Swaffield. |
| Ditto | - | - | - | - | John Henning. |

Saint Nicholas Street.

| | | | | | |
|------------------------|---|---|---|---|----------------------------------|
| Two Houses and Garden | - | - | - | - | George Newton. |
| House and Garden | - | - | - | - | Executors of Rev. John Williams. |
| Two Houses and Gardens | - | - | - | - | Edith Barling. |
| House | - | - | - | - | James Parsons. |
| Ditto | - | - | - | - | William Fawn. |

*Earl of Craven's (or Sir John Johnstone's) Estate.**Chapelhay.*

| | | | | |
|---|---|---|---|----------------------------|
| House and Stable | - | - | - | John Bartlett's Executors. |
| Small House | - | - | - | Mrs. Bolt. |
| Ditto | - | - | - | Morris Clark. |
| Pipe Manufactory | - | - | - | John Holland. |
| Four Cottages | - | - | - | Robert Gear. |
| Two Cottages | - | - | - | George C. Welsford. |
| Two Cottages and Garden | - | - | - | Ann Garston. |
| Small House | - | - | - | William Watch. |
| Ditto | - | - | - | Mrs. Ford. |
| Ditto | - | - | - | Thomas Burbage. |
| Ditto | - | - | - | Elizabeth Elbin. |
| Thirty-four undivided Fifths of Houses in Chapelhay Stairs | - | - | - | |

PART THIRD.

RADIPOLE.

| | | | | |
|-------------------------------------|---|---|---|--------------------------|
| The Farm | - | - | - | William Wadsworth. |
| A Field | - | - | - | Joseph Davies. |
| Ditto | - | - | - | James Goff. |
| Ditto | - | - | - | Isabella Roach. |
| Ditto | - | - | - | Sir Edward Johnson. |
| Uninclosed Ground on Greenhill | - | - | - | George Welsford. |
| Two Houses and Stables with Gardens | - | - | - | Ditto. |
| House and Garden | - | - | - | Mr. Trenchard Trenchard. |
| House, Offices, and Garden | - | - | - | Sir Edward Johnson. |
| Two Houses, Gardens, and Paddock | - | - | - | George Frampton. |
| House, Offices, Garden, and Stable | - | - | - | John Williams. |
| Coach-house, Stable, and Yard | - | - | - | Sir Edward Johnson. |
| Two Cottages and Gardens | - | - | - | Miss Allen. |
| The Park Hotel Public House | - | - | - | Mrs. Elridge. |
| House and Garden | - | - | - | George Norton. |

Wellington Terrace.

| | | | | |
|------------------------|---|---|---|----------------------|
| Two Houses and Gardens | - | - | - | Henning and Andrews. |
| House and Garden | - | - | - | Philip Dodson. |
| Two Houses and Gardens | - | - | - | John Upjohn. |
| House and Garden | - | - | - | John Jacob. |
| Two Houses and Gardens | - | - | - | William Samways. |
| Ditto | - | - | - | John Pidgeon. |
| House and Garden | - | - | - | Ditto. |
| Ditto | - | - | - | John Scott. |
| Ditto | - | - | - | Thomas Atherton. |
| Garden | - | - | - | The Water Company. |

Richd. Bower.

Earl of Craven's (or Sir John Johnstone's) Estate.

The SECOND SCHEDULE referred to in the foregoing Act.

A LIST of Properties in Weymouth and Melcombe Regis with Leases for Terms of Five hundred Years and upwards.

| No. on Map. | Name of Lessee. | Premises. | Where situate. | Rent Annual. | | Term. |
|------------------------|--------------------------------|------------------------|--------------------------------------|--------------|----|--------------------------|
| | | | | s. | d. | |
| 106 | William Legg's Executors. | House - | Saint Thomas Street, Melcombe Regis. | 0 | 6 | 500 Years. |
| 278 | George Welsford - | Ditto - | York Buildings, ditto - | 2 | 6 | 500 ditto. |
| 29 | Andrew Lithgow - | Small Houses | West Quay, ditto - | 0 | 2 | 1,000 ditto. |
| 289 | Elizabeth Scriven's Executors. | Victoria Inn | Augusta Place, ditto - | 0 | 0½ | 1,000 ditto. |
| 194 | Town Council - | Part of new Guildhall. | Saint Edmund Street, ditto. | 0 | 6 | 1,000 ditto. |
| 267 | Frances Tizard - | Two Cottages | Love Lane, Weymouth | 0 | 2 | 500 ditto. |
| Pt. 342 | Mary Jolliffe - | House - | Maiden Street, Melcombe Regis. | 0 | 6 | 3,000 ditto. |
| Pt. 342 } Pt. 343 } | William Reynolds - | Ditto - | Ditto - - - | 0 | 6 | 3,000 ditto. |
| Pt. 343 | James Richard's Executors. | Ditto - | Ditto - - - | 0 | 6 | 3,000 ditto. |
| 344 | Jane Marder - | Ditto - | Ditto - - - | 0 | 6 | 3,000 ditto. |
| Pt. 199 { | Charles Groves - | Ditto - | Hope Square, Weymouth | 0 | 6 | 500 ditto. |
| | Timothy Moggridge - | Ditto - | Ditto - - - | 0 | 6 | 500 ditto. |
| 270 | William Virtue's Executors. | Ditto - | Chesterfield Place, Melcombe Regis. | Pepper-corn. | | 480 ditto. |
| 144 | Joseph Thorn - | Ditto - | Petticoat Lane, ditto - | 1 | 0 | 1,000 ditto. |
| 75 | James Bower - | Ditto - | Saint Thomas Street, ditto. | 1 | 3 | 1,000 ditto. |
| 76 | Mr. Penny's Executors. | Ditto - | Ditto - - - | 1 | 3 | 1,000 ditto. |
| 3 | Francis Stainer - | Four Houses | West Street, ditto - | 0 | 4 | 500 ditto (not certain). |
| Pt. 49 { | William Hodges - | House - | Saint Thomas Street, ditto. | 0 | 6 | 500 Years. |
| | John Wallace Allen - | Ditto - | Ditto - - - | 0 | 6 | 500 ditto. |
| 101 | William Oakley's Executors. | Ditto - | Ditto - - - | 1 | 0 | 1,000 ditto. |
| 105 | John Dunman - | Ditto - | Ditto - - - | 5 | 0 | 500 ditto. |
| 118 | James Flood - | Ditto - | Conygar Lane, ditto - | 1 | 0 | Long Term (uncertain). |
| 195 | Town Council - | Part of new Guildhall. | Saint Edmund Street, ditto. | 0 | 6 | 1,000 Years. |

Earl of Craven's (or Sir John Johnstone's) Estate.

| No. on Map. | Name of Lessee. | Premises. | Where situate. | Rent Annual. | | Term. |
|-----------------------|-------------------------------|---------------------------|------------------------------------|--------------|----|---------------------|
| | | | | s. | d. | |
| 255 | John Martin - | House - | Saint Mary Street, Melcombe Regis. | 1 | 0 | 500 Years supposed. |
| 259 | Philip Dodson - | Ditto - | Love Lane, Weymouth | 1 | 0 | 500 Years. |
| 264 } 265 } | John Martin - | Ditto - | Ditto - - | 0 | 4 | 500 ditto. |
| — | Elizabeth Stuggins - | Ditto - | Ditto - - | 0 | 4 | 500 ditto. |
| — | Joseph Ayling - | Ditto - | Ditto - - | 0 | 4 | 500 ditto. |
| 284 | William Legg's Executors. | Ditto - | High Street, ditto - | 3 | 0 | 500 ditto. |
| 86 | John Meade - | Ditto - | Ditto - - | 1 | 0 | 1,000 ditto. |
| 208 | Joseph Horsford - | Ditto and Brewery. | Ditto - - | 1 | 0 | 1,000 ditto. |
| 209 } 210 } | William Devenish - | Warehouse and Cellars. | Ditto - - | 2 | 0 | 10,000 ditto. |
| 211 | William Devenish - | Brewery - | High Street - - | 1 | 0 | 1,000 ditto. |
| 142 | James Hawkins' Executors. | Old Rooms Public House. | Ditto - - | 0 | 6 | 1,000 ditto. |
| 163 | Mr. Burbridge - | House - | Hope Street, ditto - | 1 | 0 | 500 ditto. |
| 208 | Joseph Thorne - | Ditto - | Saint Mary Street, Melcombe Regis. | 1 | 0 | 1,000 ditto. |
| 219 | James Hawkins' Executors. | White Horse Public House. | Ditto - - | 0 | 6 | 1,000 ditto. |
| Pt. 143 } | Robert Swaffield - | Two Houses | Saint Thomas Street, ditto. | 0 | 6 | 1,000 ditto. |
| | Ditto - - | House - | Ditto - - | 0 | 6 | 1,000 ditto. |
| Pt. 237 } | William Milledge's Executors. | Ditto - | Maiden Street, ditto - | 0 | 6 | 1,000 ditto. |
| | Thomas Tewksbury - | Ditto - | New Street, ditto - | 0 | 6 | 1,000 ditto. |
| 1 | John Sturme's Executors. | Old Poor's House. | West Street, ditto - | 1 | 0 | 1,000 ditto. |
| 370 } 374 } | William Walton Burden. | House and Warehouse. | On the Quay, ditto - | 2 | 6 | 1,900 ditto. |
| 378 } 379 } | Ditto - - | Coal Cellars | Ditto - - | 0 | 6 | 1,894 ditto. |
| 380 | Ditto - - | House - | East Street, ditto - | Pepper-corn. | | 500 ditto. |
| Pt. 229 } | Robert Gear - | Ditto - | Saint Mary Street, ditto. | 1 | 3 | 500 ditto. |
| | Mr. Sherren - | Ditto - | Ditto - - | 0 | 9 | 500 ditto. |
| 30, 31, } 32, 33 } | Harriet Day - | Houses and Yards. | Saint Nicholas Street, ditto. | 1 | 0 | 999 ditto. |
| 63 | Town Council - | Site of House | High Street, ditto - | 0 | 6 | 500 ditto. |

Richd. Bower.

[Private.]

Earl of Craven's (or Sir John Johnstone's) Estate.

The THIRD SCHEDULE referred to in the foregoing Act.

PART FIRST.

A LIST of PROPERTIES belonging to the Estate on which a Rent-charge in lieu of Land Tax is collected, but held under Leases for Five hundred Years and upwards.

WEYMOUTH.

Hope Street.

| | | | | | £ | s. | d. | | | |
|---------------|---|---|-----------|---|-------|----|----|---|---|---|
| Burbage, Mrs. | - | - | 500 Years | - | House | - | - | 0 | 3 | 0 |

Hope Square.

| | | | | | | | | | | |
|---------------|---|---|--------------|---|---------|---|---|---|---|---|
| Groves, R. | - | - | 500 Years | - | House | - | - | 0 | 1 | 1 |
| Mogridge | - | - | 500 Years | - | Ditto | - | - | 0 | 1 | 1 |
| Devenish, Wm. | - | - | 1,000 Years | - | Cellars | - | - | 0 | 5 | 9 |
| Ditto | - | - | 10,000 Years | - | Brewery | - | - | 0 | 7 | 0 |

High Street.

| | | | | | | | | | | |
|------------------------|---|---|-----------|---|-------|---|---|---|---|---|
| Meade, Mr. | - | - | 500 Years | - | House | - | - | 0 | 7 | 4 |
| Legg's, Wm., Executors | - | - | 500 Years | - | Ditto | - | - | 0 | 2 | 0 |

Love Lane.

| | | | | | | | | | | |
|--------------|---|---|-----------|---|-------|---|---|---|---|----|
| Ayling, Mr. | - | - | 500 Years | - | House | - | - | 0 | 2 | 10 |
| Martin, John | - | - | 500 Years | - | Ditto | - | - | 0 | 1 | 3 |

MELCOMBE REGIS.

West Street.

| | | | | | | | | | | |
|-----------------|---|---|-------------|---|--------|---|---|---|---|---|
| Williams, Widow | - | - | 1,000 Years | - | House | - | - | 0 | 1 | 0 |
| Lithgow, A. | - | - | 1,000 Years | - | Houses | - | - | 0 | 1 | 0 |
| Stainer, Chas. | - | - | 500 Years | - | Ditto | - | - | 0 | 3 | 0 |

St. Thomas Street.

| | | | | | | | | | | |
|------------------|---|---|-------------|---|-------|---|---|---|----|---|
| Dunman, John | - | - | 500 Years | - | House | - | - | 0 | 8 | 0 |
| Legg's Executors | - | - | 1,000 Years | - | Ditto | - | - | 0 | 7 | 9 |
| Swaffield | - | - | 1,000 Years | - | Ditto | - | - | 0 | 5 | 0 |
| Ditto | - | - | 1,000 Years | - | Ditto | - | - | 0 | 4 | 0 |
| Walker, P. | - | - | 1,000 Years | - | Ditto | - | - | 0 | 5 | 0 |
| Hodges, Wm. | - | - | 500 Years | - | Ditto | - | - | 0 | 10 | 0 |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | | £ | s. | d. |
|--------------|---|---|-------------|---|-------|----|--------|
| Allen, J. W. | - | - | 500 Years | - | House | - | 0 2 0 |
| Bower, James | - | - | 1,000 Years | - | Ditto | - | 0 12 0 |
| Bridges, Mr. | - | - | 1,000 Years | - | Ditto | - | 0 12 6 |

St. Mary Street.

| | | | | | | | |
|--------------------|---|---|-------------|---|-------|---|--------|
| Ayling, Mrs. | - | - | 1,000 Years | - | House | - | 0 10 4 |
| Sherren, Mr. | - | - | 500 Years | - | Ditto | - | 0 6 0 |
| Gear, Robt. | - | - | 500 Years | - | Ditto | - | 0 3 0 |
| Hawkins' Executors | - | - | 1,000 Years | - | Ditto | - | 0 10 2 |
| Thorne, Mr. | - | - | 1,000 Years | - | Ditto | - | 0 4 0 |

Maiden Street.

| | | | | | | | |
|--------------------------|---|---|-------------|---|-------|---|-------|
| Milledge, Wm., Executors | - | - | 1,000 Years | - | House | - | 0 3 4 |
| Ditto | - | - | 1,000 Years | - | Ditto | - | 0 5 0 |
| Reynolds, Wm. | - | - | 3,000 Years | - | Ditto | - | 0 3 0 |
| Richards' Executors | - | - | 3,000 Years | - | Ditto | - | 0 3 0 |
| Barlow, B. | - | - | 1,000 Years | - | Ditto | - | 0 5 0 |

On the Quay.

| | | | | | | | |
|---------------|---|---|-------------|---|------------------|---|--------|
| Burdon, W. W. | - | - | 1,900 Years | - | House and Stores | - | 0 17 6 |
|---------------|---|---|-------------|---|------------------|---|--------|

Petticoat Lane.

| | | | | | | | |
|---------------|---|---|-------------|---|-----------------|---|-------|
| Thorne, Josh. | - | - | 1,000 Years | - | Hollyoaks House | - | 0 5 0 |
|---------------|---|---|-------------|---|-----------------|---|-------|

Charlotte Row.

| | | | | | | | |
|----------------|---|---|-----------|---|-------|---|--------|
| Welsford, Geo. | - | - | 500 Years | - | House | - | 0 17 0 |
|----------------|---|---|-----------|---|-------|---|--------|

PART SECOND.

A LIST of PROPERTIES that do not belong to the ESTATE on which a RENT-CHARGE in lieu of LAND TAX is collected.

WEYMOUTH.

Hope Quay.

| | | | | | £ | s. | d. |
|--|---|---|---|---|------------|----|-------|
| Swatridge, J. | - | - | - | - | House | - | 0 1 2 |
| Turner, Mrs. | - | - | - | - | Ditto | - | 0 5 0 |
| Commissioners of Her Majesty's Customs | - | - | - | - | Store | - | 0 2 0 |
| Buck, Mrs. C. | - | - | - | - | Two Houses | - | 0 1 6 |
| Atherton, Thos. | - | - | - | - | House | - | 0 3 2 |
| Morris, Mr. | - | - | - | - | Ditto | - | 0 2 0 |

*Earl of Craven's (or Sir John Johnstone's) Estate.**Hope Street.*

| | | | | £ | s. | d. |
|-----------------------|---|---|-----------------|---|----|-------|
| Styles, Geo. | - | - | House | - | 0 | 1 6 |
| Anson, Mrs. | - | - | Ditto | - | 0 | 1 6 |
| Ditto | - | - | Ditto | - | 0 | 1 0 |
| Ditto | - | - | Ditto | - | 0 | 1 0 |
| Green, James | - | - | Ditto | - | 0 | 3 0 |
| Green, Peter | - | - | Ditto | - | 0 | 2 2 |
| Buck, J. Martins | - | - | Ditto | - | 0 | 3 6 |
| Ditto | - | - | Ditto | - | 0 | 4 0 |
| Chalker, John | - | - | Ditto | - | 0 | 3 6 |
| Beal, J. C. | - | - | Ditto | - | 0 | 2 0 |
| Ditto | - | - | Ditto | - | 0 | 5 0 |
| Orton, J. | - | - | Yard | - | 0 | 1 6 |
| Penney, T., Executors | - | - | Ruins | - | 0 | 2 10 |
| Ditto | - | - | Painter's House | - | 0 | 2 10 |
| Buck, Mary | - | - | Ditto | - | 0 | 3 4 |
| Flew, Mrs. | - | - | House | - | 0 | 4 0 |
| Ditto | - | - | Ditto | - | 0 | 6 5 |
| White, Wm. | - | - | Ditto | - | 0 | 3 6 |
| Bolt, Christ. | - | - | Ditto | - | 0 | 1 11½ |
| Anson, Mrs. | - | - | Ditto | - | 0 | 1 11 |

Horsford Street.

| | | | | | | |
|----------------------|---|---|-------------------|---|---|-----|
| Horsford's Executors | - | - | Six Houses at 7d. | - | 0 | 3 6 |
|----------------------|---|---|-------------------|---|---|-----|

The Hope Square.

| | | | | | | |
|-------------------------|---|---|-----------------|---|---|------|
| Terrell, Mrs. | - | - | House | - | 0 | 2 8 |
| Penney's, T., Executors | - | - | Ditto | - | 0 | 1 6 |
| Burt, Josh. | - | - | Ditto | - | 0 | 1 6 |
| Penney's, T., Executors | - | - | Stable and Yard | - | 0 | 2 11 |
| Groves, Levi | - | - | Grove | - | 0 | 6 0 |

Scrambridge Hill.

| | | | | | | |
|-------|---|---|-------|---|---|-----|
| Brown | - | - | Ruins | - | 0 | 1 4 |
|-------|---|---|-------|---|---|-----|

High Street.

| | | | | | | |
|------------------------------|---|---|-------|---|---|------|
| Williams, Rev. J., Executors | - | - | House | - | 0 | 6 0 |
| Buck, A. | - | - | Ditto | - | 0 | 2 6 |
| Willis, Thos., Executors | - | - | Ditto | - | 0 | 4 0 |
| Bayley, Wm. | - | - | Ditto | - | 0 | 9 0 |
| Horsford's, J., Executors | - | - | Ditto | - | 0 | 12 0 |
| Prowse, Mrs. | - | - | Ditto | - | 0 | 4 9 |
| Langrish, Wm. | - | - | Ditto | - | 0 | 5 2 |
| Williams, Mrs. | - | - | Ditto | - | 0 | 3 0 |
| Smith, William | - | - | Ditto | - | 0 | 1 6 |
| Penney's, T., Executors | - | - | Ditto | - | 0 | 4 7 |
| Langrish, J. T. | - | - | Ditto | - | 0 | 3 6 |
| Lawton, J. W. | - | - | Ditto | - | 0 | 3 9 |
| Bayley, Wm. | - | - | Ditto | - | 0 | 6 0 |
| Tizard, Mr. Josh. | - | - | Ditto | - | 0 | 6 6 |
| Price, Mrs. | - | - | Ditto | - | 0 | 4 0 |
| Hibbs, F. | - | - | Ditto | - | 0 | 1 0 |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | £ | s. | d. |
|-----------------------------|---|---|--------------------|---|----|----|
| Duke, Mary | - | - | House | 0 | 1 | 0 |
| Bartlett, Wm. | - | - | Ditto | 0 | 7 | 7 |
| Bartlett, Miss | - | - | Ditto | 0 | 5 | 0 |
| Scott, Widow | - | - | Ditto | 0 | 3 | 0 |
| Ditto | - | - | Ditto | 0 | 0 | 7 |
| Gordon, Colonel | - | - | Ditto | 0 | 3 | 0 |
| Hodges, Wm. | - | - | Ditto | 0 | 5 | 6 |
| Cleal, Mrs. | - | - | Ditto | 0 | 1 | 3 |
| Day, Harriot | - | - | Ditto | 0 | 1 | 0 |
| Ditto | - | - | Ditto | 0 | 1 | 0 |
| Ditto | - | - | Ditto | 0 | 1 | 0 |
| Beasant, C. | - | - | Ditto | 0 | 1 | 8 |
| Reynolds, Miss | - | - | Ditto | 0 | 4 | 1 |
| Drew, John | - | - | Ditto | 0 | 2 | 5½ |
| Penney's, T., Executors | - | - | Ditto | 0 | 2 | 3 |
| Legg's, Wm., Executors | - | - | Ditto | 0 | 2 | 1 |
| Ditto | - | - | Ditto | 0 | 2 | 0 |
| Ditto | - | - | Ditto | 0 | 1 | 6 |
| Martin, John | - | - | Garden | 0 | 2 | 6 |
| Bartlett, Miss | - | - | Ditto | 0 | 2 | 6 |
| Read, John | - | - | House | 0 | 1 | 4 |
| Buck, Mrs. C. | - | - | Ditto | 0 | 1 | 4 |
| Penney's, Tavors, Executors | - | - | Cellars | 0 | 1 | 6 |
| Goodridge, Capt. | - | - | House | 0 | 1 | 4 |
| Towell, Sarah | - | - | Ditto | 0 | 1 | 4 |
| Horsford's Executors | - | - | Ditto | 0 | 0 | 8 |
| Tizard, Mr. Josh. | - | - | Warehouse | 0 | 4 | 0 |
| Blaunton, Edwd. | - | - | Slaughter-house | 0 | 2 | 3 |
| Dabbs, Mr. | - | - | House | 0 | 0 | 7 |
| Ditto | - | - | Ditto | 0 | 0 | 7 |
| Scott, Mary | - | - | Ditto | 0 | 0 | 7 |
| Corney, William | - | - | Ditto | 0 | 4 | 0 |
| Talledge, Mrs. | - | - | Ditto | 0 | 2 | 11 |
| Fowler, Miss | - | - | Ditto | 0 | 4 | 0 |
| Trustees of Turnpike | - | - | Ditto (taken down) | 0 | 0 | 10 |
| Chalker, J. | - | - | Ditto | 0 | 1 | 5½ |
| Penney, Saml. | - | - | Ditto | 0 | 6 | 4 |
| Staggall, Mr. | - | - | Ditto | 0 | 0 | 7 |
| Baunton, Edwd. | - | - | Two Houses | 0 | 1 | 2 |

Silver Street.

| | | | | | | |
|---------------|---|---|-------|---|---|---|
| Harris, Henry | - | - | House | 0 | 2 | 9 |
| Ditto | - | - | Ditto | 0 | 0 | 9 |
| Ditto | - | - | Ditto | 0 | 0 | 9 |

Boot Lane.

| | | | | | | |
|------------|---|---|-------|---|---|---|
| Leech, Mr. | - | - | House | 0 | 4 | 4 |
| Ditto | - | - | Ditto | 0 | 1 | 9 |

Wyke Road.

| | | | | | | |
|--------------------------------|---|---|--------|---|---|---|
| Guardians of Union | - | - | House | 0 | 7 | 9 |
| Trustees of Independent Chapel | - | - | Field | 0 | 2 | 1 |
| Gillingham, Mrs. | - | - | Houses | 0 | 3 | 1 |

[Private.]

*Earl of Craven's (or Sir John Johnstone's) Estate.**Franchise Street.*

| | | | | | £ | s. | d. |
|--------------|---|---|---|----------|---|----|-----|
| Grey, Mr. | - | - | - | Land | - | 0 | 1 5 |
| Roberts, Mr. | - | - | - | Cottages | - | 0 | 2 0 |

Love Lane.

| | | | | | | | |
|-----------------|---|---|---|--------|---|---|-----|
| Tewkesbury, Mr. | - | - | - | House | - | 0 | 1 2 |
| Bennett, Mr. | - | - | - | Garden | - | 0 | 2 0 |
| Beal, J. | - | - | - | House | - | 0 | 1 2 |
| Symes, Mrs. | - | - | - | Ditto | - | 0 | 1 9 |
| Beasant, Mr. | - | - | - | Ditto | - | 0 | 1 6 |

St. Nicholas Street or Chapel Row.

| | | | | | | | |
|----------------|---|---|---|-------|---|---|-----|
| Chalker, John | - | - | - | House | - | 0 | 3 0 |
| Willis, H. | - | - | - | Ditto | - | 0 | 0 8 |
| Bussell, E. | - | - | - | Ditto | - | 0 | 0 8 |
| Plunknett, Wo. | - | - | - | Ditto | - | 0 | 0 8 |
| Dodge, Mr. | - | - | - | Ditto | - | 0 | 0 8 |
| White, Mr. | - | - | - | Ditto | - | 0 | 0 8 |
| Prowse, Mrs. | - | - | - | Ditto | - | 0 | 3 0 |
| Bolt, Mr. | - | - | - | Ditto | - | 0 | 3 0 |

Butt's Drove.

| | | | | | | | |
|-------------|---|---|---|------------------|---|---|-----|
| Hancock, J. | - | - | - | House and Garden | - | 0 | 3 6 |
|-------------|---|---|---|------------------|---|---|-----|

West Street.

| | | | | | | | |
|--------------|---|---|---|-------|---|---|-----|
| Comben, Mrs. | - | - | - | House | - | 0 | 3 0 |
| Stiles, Geo. | - | - | - | Ditto | - | 0 | 2 0 |

St. Nicholas Street.

| | | | | | | | |
|----------------|---|---|---|---------|---|---|-----|
| Welsford, Geo. | - | - | - | Stables | - | 0 | 3 0 |
| Jerrard, Mrs. | - | - | - | House | - | 0 | 2 6 |
| Flower, Jas. | - | - | - | Ditto | - | 0 | 3 0 |

John Street.

| | | | | | | | |
|-----------------|---|---|---|--------|---|---|-----|
| Gordon, Colonel | - | - | - | Houses | - | 0 | 8 0 |
|-----------------|---|---|---|--------|---|---|-----|

St. Thomas Street.

| | | | | | | | |
|----------------------|---|---|---|-------|---|---|------|
| Sturmey's, Executors | - | - | - | House | - | 0 | 1 0 |
| Goodwin, Mrs. | - | - | - | Ditto | - | 0 | 3 5 |
| Welsford, G. | - | - | - | Ditto | - | 0 | 4 6 |
| Masters, Mrs. | - | - | - | Ditto | - | 0 | 4 6 |
| Dodson, Mr. | - | - | - | Ditto | - | 0 | 5 0 |
| Percey, Geo. | - | - | - | Ditto | - | 0 | 4 0 |
| Blinn, M. J. | - | - | - | Ditto | - | 0 | 3 0 |
| Buck, W. A. | - | - | - | Ditto | - | 0 | 9 6 |
| Bayley, W. | - | - | - | Ditto | - | 0 | 8 0 |
| Burt, Josh. | - | - | - | Ditto | - | 0 | 10 0 |
| Eliot, Wm. | - | - | - | Ditto | - | 0 | 4 0 |
| Johns' Executors | - | - | - | Ditto | - | 0 | 5 0 |
| Snowden, Mr. | - | - | - | Ditto | - | 0 | 4 10 |
| Horsfords' Executors | - | - | - | Ditto | - | 0 | 6 6 |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | <i>St. Mary Street.</i> | | £ | s. | d. |
|--------------------------|---------|---|------------|-------------------------|---|---|----|----|
| Penney's, T., Executors | - | - | House | - | - | 0 | 10 | 6 |
| Ditto | - | - | Ditto | - | - | 0 | 6 | 0 |
| Fooks, Edward | - | - | Ditto | - | - | 0 | 2 | 6 |
| White, Mrs. | - | - | Ditto | - | - | 0 | 3 | 0 |
| Martin, John | - | - | Ditto | - | - | 0 | 4 | 4 |
| Senior, J. } Snug Corner | - | - | Ditto | - | - | 0 | 1 | 0 |
| Way, R. } | - | - | { 4 Houses | - | - | 0 | 4 | 0 |
| Payne, Mr. | - | - | House | - | - | 0 | 1 | 3 |
| Cooper, Mr. | - | - | Ditto | - | - | 0 | 1 | 3 |
| Voss, Mr. G. | - | - | Ditto | - | - | 0 | 5 | 0 |
| Ditto | - | - | Ditto | - | - | 0 | 3 | 2 |
| Drew, Mrs. | - | - | Ditto | - | - | 0 | 7 | 8 |
| Chalker, G. | - | - | Ditto | - | - | 0 | 4 | 0 |
| Drew, Mrs. | - | - | Ditto | - | - | 0 | 4 | 0 |
| Bedford, Mrs. | - | - | Ditto | - | - | 0 | 3 | 0 |
| Bond, Mr. | - | - | Ditto | - | - | 0 | 2 | 6 |
| Ditto | - | - | Ditto | - | - | 0 | 12 | 4 |
| Ditto | - | - | Ditto | - | - | 0 | 3 | 0 |
| Hill, Mr. | - | - | Ditto | - | - | 0 | 4 | 0 |
| Saunders, John | - | - | Ditto | - | - | 0 | 5 | 0 |
| Ayling, Mr. Josh. | - | - | Ditto | - | - | 0 | 11 | 0 |
| Stickland, Mr. | - | - | Ditto | - | - | 0 | 5 | 0 |
| Laver, Mr. | - | - | Ditto | - | - | 0 | 5 | 6 |
| Galpin, Mr. | - | - | Ditto | - | - | 0 | 4 | 8 |
| Rolls, John | - | - | Ditto | - | - | 0 | 7 | 4 |
| Domeny, Robert | - | - | Ditto | - | - | 0 | 6 | 8 |
| Day, Robert | - | - | Ditto | - | - | 0 | 3 | 0 |
| Dalley, Mr. | - | - | Ditto | - | - | 0 | 3 | 0 |
| Lowman, Mr. | - | - | Ditto | - | - | 0 | 4 | 2 |
| Galpin, Mr. | - | - | Ditto | - | - | 0 | 3 | 10 |
| Puckett, Mrs. | - | - | Ditto | - | - | 0 | 5 | 0 |
| Ditto | - | - | Ditto | - | - | 0 | 6 | 0 |
| Richards' Executors | Andrews | - | Ditto | - | - | 0 | 6 | 6 |
| Nobbs, Mr. | - | - | Ditto | - | - | 0 | 2 | 0 |
| Kedde, Mr. | - | - | Ditto | - | - | 0 | 5 | 6 |
| Ditto | - | - | Ditto | - | - | 0 | 5 | 4 |
| Flew, Mrs. | - | - | Ditto | - | - | 0 | 7 | 0 |
| Sturmey's Executors | - | - | Ditto | - | - | 0 | 1 | 0 |
| Day, Harriot | - | - | Ditto | - | - | 0 | 5 | 6 |
| Major, Mrs. | - | - | Ditto | - | - | 0 | 6 | 6 |

Maiden Street.

| | | | | | | | | |
|---------------|---|---|----------|---|---|---|----|----|
| Buck, A. | - | - | House | - | - | 0 | 3 | 0 |
| Honeybourne | - | - | Stabling | - | - | 0 | 3 | 10 |
| The Infirmary | - | - | House | - | - | 0 | 11 | 4 |
| Beal, Joseph | - | - | Ditto | - | - | 0 | 1 | 0 |
| Fooks, Edw. | - | - | Ditto | - | - | 0 | 3 | 4 |
| Hill, J. W. | - | - | Ditto | - | - | 0 | 3 | 6 |
| Bond, Mr. | - | - | Ditto | - | - | 0 | 2 | 6 |
| Townsend, E. | - | - | Ditto | - | - | 0 | 5 | 0 |

New Street.

| | | | | | | | | |
|-----------------------|---|---|---------------|--------|---|---|---|---|
| Condens and Westcombe | - | - | Three Houses, | Ward's | - | - | - | - |
| | | | Passage | | - | 0 | 1 | 6 |
| Thrasher, P. | - | - | House | - | - | 0 | 6 | 0 |

Earl of Craven's (or Sir John Johnstone's) Estate.

| | | | | | £ | s. | d. |
|------------------|---|---|---|-------|---|----|------|
| Taylor, Jas. | - | - | - | House | - | 0 | 1 0 |
| Luce's Executors | - | - | - | Ditto | - | 0 | 3 6 |
| Scriven, Tim. | - | - | - | Ditto | - | 0 | 2 8 |
| Ayling, Mrs. | - | - | - | Ditto | - | 0 | 4 10 |

East Street.

| | | | | | | | |
|---------------------|---|---|---|-------|---|---|------|
| Flew and Langrish | - | - | - | House | - | 0 | 9 0 |
| Henning, Mr. | - | - | - | Ditto | - | 0 | 4 6 |
| Day, Miss | - | - | - | Ditto | - | 0 | 5 6 |
| Swaffield, Mr. | - | - | - | Ditto | - | 0 | 1 0 |
| Day, Miss | - | - | - | Ditto | - | 0 | 2 6 |
| Cox, Mrs. | - | - | - | Ditto | - | 0 | 2 6 |
| Burbage, Mr. | - | - | - | Ditto | - | 0 | 1 0 |
| Roper, John | - | - | - | Ditto | - | 0 | 1 0 |
| Wallis, Thomas | - | - | - | Ditto | - | 0 | 6 10 |
| Prowse, Mrs. | - | - | - | Ditto | - | 0 | 8 0 |
| Maunder, Mr. | - | - | - | Ditto | - | 0 | 9 8 |
| Hartnell, B. | - | - | - | Ditto | - | 0 | 6 6 |
| Murray's Executors | - | - | - | Ditto | - | 0 | 6 6 |
| Comben, Mrs. | - | - | - | Ditto | - | 0 | 6 0 |
| Sturmey's Executors | - | - | - | Ditto | - | 0 | 3 4 |
| Loder, Mrs. | - | - | - | Ditto | - | 0 | 2 0 |
| Fudge, Robt. | - | - | - | Ditto | - | 0 | 2 10 |
| Ditto | - | - | - | Ditto | - | 0 | 1 0 |
| Weston, Mrs. | - | - | - | Ditto | - | 0 | 1 0 |
| Ditto | - | - | - | Ditto | - | 0 | 1 0 |
| Weston, Henry | - | - | - | Ditto | - | 0 | 1 0 |
| Harvey, James | - | - | - | Ditto | - | 0 | 1 0 |
| Ditto | - | - | - | Ditto | - | 0 | 5 0 |
| Henning, Mr. | - | - | - | Ditto | - | 0 | 5 0 |

The Quay.

| | | | | | | | |
|--------------|---|---|---|---------|---|---|------|
| Wallis, Mrs. | - | - | - | House | - | 0 | 1 10 |
| Bolt, C. | - | - | - | Ditto | - | 0 | 1 0 |
| Ditto | - | - | - | Ditto | - | 0 | 1 0 |
| Ditto | - | - | - | Ditto | - | 0 | 6 0 |
| Ditto | - | - | - | Cellars | - | 0 | 3 4 |
| Wallis, Mrs. | - | - | - | House | - | 0 | 4 6 |

St. Edmund Street.

| | | | | | | | |
|----------------|---|---|---|-------|---|---|-----|
| Samways, Thos. | - | - | - | House | - | 0 | 5 0 |
| Lithgow, Andw. | - | - | - | Ditto | - | 0 | 6 0 |
| Martin, John | - | - | - | Ditto | - | 0 | 8 2 |
| Kingman, P. | - | - | - | Ditto | - | 0 | 6 0 |
| Allen, Mrs. | - | - | - | Ditto | - | 0 | 5 6 |
| Harris, H. | - | - | - | Ditto | - | 0 | 4 0 |
| Wood, Geo. | - | - | - | Ditto | - | 0 | 4 0 |
| Hancock, J. | - | - | - | Ditto | - | 0 | 4 0 |

Hellen Lane.

| | | | | | | | |
|----------------|---|---|---|-------|---|---|-----|
| Barlow, Benjn. | - | - | - | House | - | 0 | 4 6 |
|----------------|---|---|---|-------|---|---|-----|

*Earl of Craven's (or Sir John Johnstone's) Estate.**Petticoat Lane.*

| | | | | £ | s. | d. |
|-------------------------|---|---|-------|---|----|------|
| Penney's, T., Executors | - | - | Yard | - | 0 | 2 0 |
| Tite, M. | - | - | House | - | 0 | 2 6 |
| Russell, Mr. | - | - | Ditto | - | 0 | 2 0 |
| Brown, Josh. | - | - | Ditto | - | 0 | 3 0 |
| Beal, J. C. | - | - | Ditto | - | 0 | 3 0 |
| Dodson, Mr. | - | - | Ditto | - | 0 | 2 0 |
| Pittman, Fredk. | - | - | Ditto | - | 0 | 4 2 |
| Hallett, Mr. | - | - | Ditto | - | 0 | 5 10 |
| Harvey, Mrs. T. | - | - | Ditto | - | 0 | 5 10 |
| Portbury, Mrs. | - | - | Ditto | - | 0 | 2 6 |
| Flood, James | - | - | Ditto | - | 0 | 1 0 |

Conygar Lane.

| | | | | | | |
|---------------------------|---|---|---------------------|---|---|------|
| Devenish, W. | - | - | Slaughter-house | - | 0 | 10 0 |
| Arden, Wm. | - | - | Foundry | - | 0 | 3 6 |
| Williams, Rev., Executors | - | - | Three Houses, 2s. | - | 0 | 6 0 |
| Tasker, Josh. | - | - | Four ditto, 1s. 6d. | - | 0 | 6 0 |
| Dodson, P. | - | - | Horder's House | - | 0 | 1 6 |
| Ditto | - | - | Pugh's Ditto | - | 0 | 3 0 |
| Stockden, Wo. | - | - | Ditto | - | 0 | 1 6 |
| Taylor, Geo. | - | - | Ditto | - | 0 | 4 6 |
| Ditto | - | - | Ditto | - | 0 | 1 6 |
| Slade, Joseph | - | - | Ditto | - | 0 | 4 0 |
| Slade, James | - | - | Ditto | - | 0 | 1 6 |

Bank Buildings.

| | | | | | | |
|-------------------|---|---|-------|---|---|------|
| Buxton, Sir Edwd. | - | - | House | - | 0 | 12 8 |
|-------------------|---|---|-------|---|---|------|

Grosvenor Place.

| | | | | | | |
|----------------|---|---|-------|---|---|-----|
| Portbury, Mrs. | - | - | Ditto | - | 0 | 8 2 |
|----------------|---|---|-------|---|---|-----|

Augusta Place.

| | | | | | | |
|------------|---|---|-------|---|---|-----|
| Damon, Wm. | - | - | House | - | 0 | 5 4 |
|------------|---|---|-------|---|---|-----|

Charlotte Row.

| | | | | | | |
|------------------|---|---|-------|---|---|------|
| Taylor, Geo. | - | - | House | - | 0 | 4 6 |
| Bower, Richd. | - | - | Ditto | - | 0 | 5 0 |
| Staggell, Fredk. | - | - | Ditto | - | 0 | 7 10 |
| Thomas, Wm. | - | - | Ditto | - | 0 | 10 4 |

York Buildings.

| | | | | | | |
|------------------|---|---|-------|---|---|-----|
| Bayley, Wm. | - | - | House | - | 0 | 9 8 |
| Aylesbury, Mr. | - | - | Ditto | - | 0 | 9 8 |
| Flood, Mrs. Jas. | - | - | Ditto | - | 0 | 9 8 |
| Upjohn, John | - | - | Ditto | - | 0 | 9 8 |
| England, Miss | - | - | Ditto | - | 0 | 9 8 |
| Prowse, Mrs. | - | - | Ditto | - | 0 | 9 8 |
| Rolls, Danl. | - | - | Ditto | - | 0 | 9 8 |

[Private.]

*Earl of Craven's (or Sir John Johnstone's) Estate.**Chesterfield Place.*

| | | | £ | s. | d. |
|-------------------------|---|---|---|----|----|
| Brinsley, Mrs. | - | - | 0 | 9 | 0 |
| Ford, Mrs. | - | - | 0 | 10 | 0 |
| Penney's, T.; Executors | - | - | 0 | 6 | 6 |

Gloucester Row.

| | | | | | |
|----------------------|---|---|---|----|---|
| Royal Hotel, Tonteen | - | - | 0 | 14 | 0 |
| Cox, Bernard | - | - | 0 | 3 | 6 |
| Sands, Capt. | - | - | 0 | 13 | 0 |

Crescent.

| | | | | | |
|----------------------------|---|---|---|---|---|
| Walker, Miss | - | - | 0 | 9 | 0 |
| Loveridge, Mr. | - | - | 0 | 9 | 6 |
| Milledge, James | - | - | 0 | 9 | 0 |
| Portbury, Mrs. | - | - | 0 | 9 | 0 |
| Targett's, Mrs., Executors | - | - | 0 | 9 | 0 |
| Weston, Miss | - | - | 0 | 9 | 0 |
| Beal, Joseph | - | - | 0 | 9 | 0 |
| Lithgow, Mr. | - | - | 0 | 9 | 0 |
| Vincent, Mr. | - | - | 0 | 9 | 0 |
| Vancourtland, Mrs. | - | - | 0 | 9 | 0 |
| Flood, James | - | - | 0 | 9 | 0 |

Crescent Street.

| | | | | | |
|----------------|---|---|---|---|---|
| Lithgow, A. | - | - | 0 | 2 | 0 |
| Millidge, John | - | - | 0 | 3 | 0 |
| Scott, Mrs. | - | - | 0 | 3 | 0 |

Crescent Court.

| | | | | | |
|---------------|---|---|---|---|---|
| Henning, John | - | - | 0 | 7 | 0 |
|---------------|---|---|---|---|---|

King Street.

| | | | | | |
|---------------|---|---|---|---|---|
| Devenish, Wm. | - | - | 0 | 4 | 0 |
|---------------|---|---|---|---|---|

Richd. Bower.

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