



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 26.

An Act for vesting certain Estates in the County of *Lincoln*, entailed by an Act of Parliament of the Twenty-seventh Year of the Reign of His Majesty King *Henry* the Eighth, in Trustees, upon trust to sell the same, and to lay out the Monies thence arising in the Purchase of other Estates, to be settled to the same Uses as the Estates so sold. [7th August 1854.]

WHEREAS by an Act of Parliament passed in the Twenty-seventh Year of the Reign of His Majesty King *Henry* the Eighth, reciting, "that before that Time great Variiances, Stryfes, and Debates had been had between *Charles Blount* Lord *Mountejoie*, Son and Heir of *William Blount* Knight, late Lord *Mountejoie*, and the Lady *Ann* his Wife, *John Poulet* Esquire, Son and Heir Apparent of Sir *William Poulet* Knyght, and *Elizabeth* his Wife, Daughters of *Robert Willoughby* Knyght, late Lord *Broke*, on the Body of *Dorothy* his late Wife begotten, of that one Part, and *Francis Dautry* Esquire and *Blaunch* his Wife, *Foulke Gryvelle* Esquire and *Elizabeth* his Wife, Cousins and Heirs of the said *Robert Willoughby*, that is to say, Daughters and Heirs of *Edward Willoughby*, Son and Heir Apparent to the said late Lord *Broke*, of that other Part,

Act of
27 Hen. 8.

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of,

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of, for, and upon the Right, Title, Use, Interest, and Possession of and in (among divers other Manors and Hereditaments in the Counties of *Somerset, Gloucester, Stafford, Cambridge, Leicester, Northampton, and Hertford*) the Manors of *Ropesley, Tottyll, Gayton, Helpryngham, and Frampton*, with the Appurtenances, in the County of *Lincoln*, and of and in all Lands, Tenements, Advowsons, and Hereditaments, with their Appurts. which were the said Lord *Broke's*, in possession or in use, the Day of his Decease in (amongst other Places in the Counties of *Gloucester, Stafford, Cambridge, Leicester, Northampton, and Hertford*) *Ropesley, Tottyll, Gayton, Helpryngham, Frampton, Swaton, Swineshed, Reston, Hekyngton, Totylthrope, Carleton, Tathewell*, and elsewhere in the County of *Lincoln*, all which Manors, Lands, Tenements, and Hereditaments the said *Francis Dawtry* and *Blaunche* his Wife, *Foulke Grevill* and *Elizabeth* his Wife pretended Title to have, as in the Right of the said *Blaunche* and *Elizabeth Wyves* to the said *Francis* and *Foulke*, as Cousins and Heirs of the said Lord *Broke*, and to them to be descended, in use or in possession, as Cousins and Heirs of the said late Lord *Broke*, and which said Manors, Lands, Tenements, and Hereditaments the said *Charles Lord Muntejoye* and the Lady *Anne* his Wife, *John Poulett* and *Elizabeth* his Wife, claimed and pretended Title to have, as in the Right of the said Lady *Anne* and *Elizabeth Wyfes* of the said *Charles* and *John Poulett*, as Heirs of the Body of the said late Lord *Broke* on the Body of the said Lady *Dorothy* lawfully begotten, by force of the last Will of the said late Lord *Broke*, by him made, declared, and sealed with his Seal of Arms, and of several Recoveries and other Assurances in the Law unto divers Persons and their Heirs thereof, had and made by the said late Lord *Broke* to the same Use, and also of and for the Payment of a great and notable Debt by the said late Lord *Broke* at the Time of his Decease due to the King's Highness and divers other Persons, not then yet paid, for appeasing whereof, and in avoiding of Variance and Debate which might have risen and grown between the said Parties, and also considering their Nearness in Affinity and Blood, had by Mediation of their Friends fully condescended, concluded, and agreed in manner and form following, (that is to say,) that all and every Person and Persons, their Heirs and Assigns, which stood and were then seised, or that thereafter should stand and be seised, of and in all and every the said Manors, Lands, Tenements, and Hereditaments, with their Appurtenances, in the said Counties of *Gloucester, Stafford, Cambridge, Leicester, Northampton, Hertford, Somerset, and Lincoln*, should from thenceforth stand and be seised of and in the Moiety thereof to the Use of the said *Blaunche* and of the Heirs of her Body lawfully begotten, and for Default of such Issue to the Use of the said *Elizabeth* Wife to the said *Foulke* and to the Heirs of her Body lawfully begotten, and for Default of such Issue to the Use of the Heirs of the Body of the said *Robert Wylloughby*,
late

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late Lord *Broke*, on the Body of the said Lady *Dorothy* his late Wife lawfully begotten, and for Default of such Issue to the Use of the right Heirs of the said then late Lord *Broke* for ever, and of and in the other Moiety thereof to the Use of the said *Elizabeth* Wife to the said *Foulke* and of the Heirs of her Body lawfully begotten, and for Default of such Issue to the Use of the said *Blaunche* and the Heirs of the Body of the said *Blaunche* Wife to the said *Francis*, lawfully begotten, and for Default of such Issue to the Use of the Heirs of the Body of the said late Lord *Broke* on the Body of the said Lady *Dorothy* lawfully begotten, and for Default of such Issue to the Use of the right Heirs of the said late Lord *Broke* for ever; in confirmation whereof the said *Charles* Lord *Mountjoy* and the Lady *Ann* his Wife, *John Poulett* and *Elizabeth* his Wife, *Francis Dawtrey* and *Blaunche* his Wife, and *Foulke Gryvell* and *Elizabeth* his Wife, most humbly beseeching the King's Highness that, in and for the Accomplishment and due Execution of the said Agreement, it might please the King's Highness, with the Assent of the Lords Spiritual and Temporal, and the Commons, in the then present Parliament assembled, to ordain and enact, by Authority of the same, that the said *Francis Dawtrey* and *Blaunche* his Wife, as in the Right of the said *Blaunche Foulke Gryvell* and *Elizabeth* his Wife as in the Right of the said *Elizabeth*, should peaceably and quietly have, hold, and enjoy, to them and their Heirs of their Bodies lawfully begotten, as Coparceners, the Manors, Lands, Tenements, and Hereditaments, with their Appurtenances, which were to the said late Lord *Broke* in possession or in use at the Time of his Decease, in (amongst other Places) *Ropesley, Tottyll, Gayton, Helpryngham, Frampton, Swatton, Bycar, Throppe, Lattymmer, Hekyngton, Skerkyngton, Swyneshed, Reston, Tottylthrope, Carleton, and Tuchemell*, and all other his Castles, Manors, Messuages, Lands, Tenements, Advowsons, Patronage, Offices, Reversions, Remainders, and all other Hereditaments, with their Appurtenances, whatsoever they be, which were to the said then late Lord *Broke*, or to any other Person or Persons, to his Use at the Time of his Decease, in the said Counties of *Gloucester, Cambridge, Leicester, Northampton, Hertford, and Lincoln*, without Let, Interruption, Vexation, or Impediment of the said *Charles* Lord *Mountjoye* and the Lady *Anne* his Wife, *John Powlett* and *Elizabeth* his Wife, or of the Heirs of their Bodies, or of the Body of either of them, lawfully begotten, or of any other Person or Persons, or their Heirs, claiming to their Use, or to the Use of any of them, anything in the Premises, or any Parcel thereof, to them assigned and given by the said Act; and that the said *Francis* and *Blaunche*, as in the Right of the said *Blaunche, Foulke Grevyll* and *Elizabeth* his Wife, as in the Right of the said *Elizabeth* and the Issues of their Bodies lawfully begotten, should peaceably and quietly have, perceive, and receive the Issues, Revenues, and Profits thereof to their own proper Use and Behoff; and if it happen the said

Blaunche

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Blaunche to die without Heir of her Body lawfully begotten, that then all the Part and Purports of all the said Castles, Manors, Lands, and Tenements, and all other Hereditaments, with their Appurtenances, assigned, limited, and appointed by the said Act to the said *Blaunche* and to the Heirs of her Body lawfully begotten, should remain and be to the said *Elizabeth Grevyll* and to the Heirs of her Body lawfully begotten; and if it happen the said *Elizabeth Grevyll* to die without Heir of her Body lawfully begotten, that then all the Part and Purparts of the said Castles, Manors, Lands, and Tenements, and all other Hereditaments, with their Appurtenances, assigned, limited, and appointed by the said Act to the said *Elizabeth Grevyll* and to the Heirs of her Body lawfully begotten, should remain and be to the said *Blaunche* and to the Heirs of her Body lawfully begotten; and if it happen the said *Blaunche* and *Elizabeth Grevyll* to die without Heirs of their Bodies lawfully begotten, as was aforesaid, then all the said Castles, Manors, Messuages, Lands, Tenements, Advowsons, Patronage, Offices, Reversions, Remainders, and all other Hereditaments, with the Appurtenances, assigned and limited to the said *Blaunche* and *Elizabeth Grevyll* by the said Act should remain and be to the Heirs of the Body of the said *Robert Willoughby* late Lord *Broke* upon the Body of the said Lady *Dorothy* lawfully begotten, and for Default of such Issue to the right Heirs of the said late Lord *Broke* for ever;" and it was by the said Act further enacted, "that neither the said *Charles* Lord *Mountjoye* and the Lady *Anne* his Wife, *John Powlett* and *Elizabeth* his Wife, *Francis Dawtry* and *Blaunche* his Wife, *Foulke Grevyll* and *Elizabeth* his Wife, nor any of them, nor their Heirs nor the Heirs of any of them, should thereafter alien, bargain, give, or sell any of the said Castles, Manors, Messuages, Lands, Tenements, and other the Premises above specified, nor any Part or Parcel of them, nor any other thing do which should be to the Hurt or Disenherytaunce of their Heirs or of the Heirs of any of them, or to any of the said Remainders, but only for the Jointure of Wife or Wives for Term of Life or Lives of any Husband that had or should marry any of them, or any of the Heirs that should be inheritable to any of the same Lands and Tenements, or for Term of Life of any other Person, or for Years or at Will, after Custom of the Manor, yielding the true and auncyent Rent of the same Lands or Tenements so to him letten as is aforesaid, but that all and any other Act and Acts thereafter done or suffered contrary to the true Intent of the same Act should be void and of none Effect in the Law:" And whereas by an Act passed in the Seventh Year of the Reign of Her Majesty Queen *Anne*, intituled *An Act to explain a Clause in a Statute made in the Seven-and-twentieth Year of the Reign of King Henry the Eighth, enabling Tenants in Tail in Possession to make Jointure to Wives, and enlarging the same, so as Richard Lord Willoughby de Broke and others Tenants in Tail in Possession may make Jointures to the*

Wives

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Wives of their eldest Sons or Grandsons; after reciting the herein-before recited Act of Parliament made in the Twenty-seventh Year of the Reign of King *Henry* the Eighth, and also reciting that the said *Richard* Lord *Willoughby de Broke* had Issue *George Verney* Doctor of Divinity, then his only Son and Heir Apparent, who had Issue *Thomas Verney* his Son and Heir Apparent, and the said *Richard* Lord *Willoughby de Broke* having had the Misfortune to lose an elder Son, and his said Grandson being then about the Age of Eighteen Years, in hopes to continue the Male Line of his Family was desirous to see his said Grandson married, but some Doubt being conceived whether by Construction of that Act any Jointure could be made for the Wife of any other than the Tenant in Tail for the Time being, the said *Thomas Verney*, in the Lifetime of his said Grandfather or of his said Father, and in Time then to come any other Heir Apparent in the Lifetime of his Ancestor, would by reason thereof be unable to marry suitable to the Honour and Estate to which he would be inheritable; and that forasmuch a certain Jointure was preferable to Dower, not only in regard to the Wife, but also many Times in regard to the Family, especially in that Case where the Estates lie so dispersed in several Counties, it would be more convenient to have Power to make Jointures of the Lands and Tenements aforesaid in all Cases in lieu of Dower; and that, although the said *Richard* Lord *Willoughby de Broke* having several Daughters, and Issue descended from each of them, the said Entail was likely to continue long in his Family, yet that the Want of such a Power might be mischievous and fatal to the Male Line of his Family, which might by means thereof soon be extinct; it was by the said Act now in recital enacted, that, after the First Day of *May* One thousand seven hundred and nine, it should be lawful for the said *Richard* Lord *Willoughby de Broke*, and for every other Person or Persons who by virtue of the said therein recited Act for the Time being should be Tenant in Tail in Possession of all or any of the Manors, Lands, and Hereditaments therein-before specified, by any Deed or Deeds indented to grant, limit, or appoint the Manors, Lands, and Hereditaments aforesaid, or any Part or Parts thereof, to and for the Life or Lives of any Woman or Women which such Tenant in Tail, and the Heir Apparent of such Tenant in Tail, and also the eldest Son of such Heir Apparent for the Time being, had or should have married or should marry or take to wife, for her or their Jointure or Jointures, in lieu and bar of Dower, or to add to any Jointure before made, or to and for the Life or Lives of any Husband or Husbands that should marry any Tenant in Tail, or any of the Heirs who should be inheritable to any of the same Lands and Tenements, or to demise or make Leases of the said Manors, Lands, or Hereditaments, or any Part or Parts thereof, for Term of Life of any other Person, or for Years, or at Will, after Custom of the

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Manor,

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Manor, reserving during the Continuance of such Leases the true and ancient Rent of the same Lands or Tenements so to be letten as aforesaid, which Jointures, Estates for Life, Demises, and Leases should not charge, encumber, or avoid each other, but each should take place and effect in such Course and Order respectively as the same should happen to be made, and stand and be in Priority of Time, and not otherwise; and it was thereby further enacted and declared, that any Woman who should thereafter be married to any such Tenant in Tail, or to any Heir Apparent of such Tenant in Tail, or to any eldest Son of such Heir Apparent, and have any such Jointure made or Addition thereunto as aforesaid, either before or after such Marriage, of or in any the Manors, Lands, and Hereditaments aforesaid, should not claim nor have Title to have any Dower of the Residue of the said Manors, Lands, and Hereditaments, but if she had no such Jointure then she should be admitted and enabled to pursue, have, and demand her Dower by Writ of Dower after the due Course and Order of the Common Laws of the Realm: And whereas by an Act passed in the Fifty-fourth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for vesting certain Estates situate in the Counties of Hertford, Cambridge, Gloucester, and Somerset, entailed by an Act of Parliament of the Twenty-seventh Year of the Reign of His late Majesty King Henry the Eighth in Trustees, upon trust to sell the same, and to lay out the Moneys thence arising in the Purchase of other Estates, to be settled to the same Uses as the Estates so sold*, the several Manors or Lordships, Messuages, Advowsons, Farms, Lands, and Hereditaments therein particularly mentioned and described or referred to, situate in the several Counties of *Hertford, Cambridge, Gloucester, and Somerset*, being Parts of the Lands and Hereditaments comprised in the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth, or then subject to the Uses limited and declared by the said recited Act as therein is mentioned, were vested in *John Weyland* the younger, Esquire, and the Reverend *George Owen Cambridge*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Uses, Estates, Trusts, Entails, Powers, Provisoos, Declarations, and Agreements in and by the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth, and a certain Deed of Partition therein recited, limited, expressed, and declared, and contained of and concerning the same respectively, but nevertheless upon trust, with such Consent as therein is mentioned, to make sale and dispose of the said Hereditaments, or any Part or Parts thereof, as therein is mentioned; and it was thereby enacted that the Money arising from such Sale or Sales as aforesaid, after deducting such Costs, Charges, and Expenses as therein-after mentioned, should be laid out and invested in the Purchase or Purchases

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Purchases of other Freehold Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments of Inheritance, or of Copyhold Messuages, Land, and Hereditaments lying contiguous to the Family Seat of *John Peyto* then Lord *Willoughby de Broke* in the County of *Warwick*, or that might be convenient to be held therewith, so that not more than One Sixth Part of the Hereditaments so to be purchased should consist of Copyhold, and that the Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments so to be purchased, should immediately upon or after the Purchase of the same be, under the Direction of the High Court of Chancery, conveyed, surrendered, assured, and settled to the Uses upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, and Declarations which, under and by virtue of the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth, were previously to the passing the now reciting Act subsisting or capable of taking effect of or in the Manors or Lordships, Messuages, Advowson, Farms, Lands, Tenements, and other Hereditaments thereby vested in the said *John Weyland* and *George Owen Cambridge* and their Heirs, or such of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, or Declarations as should be subsisting undetermined and capable of taking effect: And whereas in the Year One thousand eight hundred and twenty-nine such of the Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments so vested in the said *John Weyland* and *George Owen Cambridge* as aforesaid as were situate in the several Counties of *Hertford*, *Cambridge*, and *Gloucester* were, in pursuance of the Trust of the said recited Act of the Fifty-fourth Year of the Reign of King *George* the Third, absolutely sold and disposed of at various Sums amounting altogether to the Sum of Fifty-four thousand two hundred and fifty-six Pounds Nineteen Shillings and Sixpence, but the Advowson and such of the same Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments as are situate in the County of *Somerset* have not been sold: And whereas the Sum of Fifty-four thousand two hundred and forty Pounds Twelve Shillings and Sixpence, being the Balance of the said Purchase Money after deducting the Sum of Sixteen Pounds Seven Shillings which was applied towards paying the Costs, Charges, and Expenses by the said recited Act of the Fifty-fourth Year of the Reign of King *George* the Third authorized and directed to be paid out of such Purchase Monies as aforesaid, was laid out and invested in the Purchase of several Farms, Lands, and Hereditaments, containing together One thousand five hundred and eleven Acres and Twenty Perches, or thereabout, situate in the Parishes of *Burton Dassett* and *Radway*, or one of them, in the said County of *Warwick*, which said Farms, Lands, and Hereditaments were purchased of the Trustees of the Settlement
made.

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made previous to the Marriage of the Most Noble *Richard Plantagenet Grenville* now Duke of *Buckingham*, and are more particularly described and set forth in a Reference or Particular and Plan annexed to the Indenture of Release next herein-after referred to, and the same were, immediately upon such Purchase in and by certain Indentures of Lease and Release, bearing Date the Twentieth and Twenty-first Days of *August* One thousand eight hundred and twenty-nine, the Indenture of Release being made between *Henry Williams Wynn* Esquire and *John Campbell* Esquire of the First Part, the Most Noble *Richard Grenville Nugent Chandos Temple* Duke of *Buckingham and Chandos* of the Second Part, the Most Honourable *Richard Plantagenet Grenville Chandos Temple* commonly called Marquis of *Chandos* of the Third Part, the Right Honourable *William Wyndham Grenville* Lord *Grenville* of the Fourth Part, the Right Honourable *Henry Verney* then Lord *Willoughby de Broke* of the Fifth Part, and the said *John Weyland* and *George Owen Cambridge* of the Sixth Part, conveyed, settled, and assured, under the Direction of the High Court of Chancery, to the Uses, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, and Declarations which under and by virtue of the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth were, previously to the passing of the said recited Act of the Fifty-fourth Year of the Reign of King *George* the Third, subsisting or capable of taking effect of or in the Manor or Lordship, Messuages, Advowsons, Farms, Lands, Tenements, and other Hereditaments by the said last-mentioned Act vested in the said *John Weyland* and *George Owen Cambridge* and their Heirs, or such of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, or Declarations as were then subsisting undetermined and capable of taking effect: And whereas the Right Honourable *Robert John Verney* Lord *Willoughby de Broke*, as Heir of the Body of the said *Elizabeth Grevyll*, is now, by virtue of the Limitations contained in the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth, seised as Tenant in Tail in Possession of such of the said Estates in the said County of *Lincoln* by the said Act settled as are set forth in the Schedule to this Act, and which Estates are herein-after described as "the said *Lincolnshire* Estates:" And whereas the said *Lincolnshire* Estates are much dispersed, and lie at a great Distance from the settled or entailed Estates of the said *Robert John Verney* Lord *Willoughby de Broke*, and the Superintendence and Management of the same is attended with great Inconvenience and Expense to the Person or Persons for the Time being beneficially entitled thereto, and the said Estates, if sold, are likely to sell to great Advantage: And whereas the said *Robert John Verney* Lord *Willoughby de Broke* then *Robert John Barnard* Esquire,

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Esquire, on the Twenty-fifth Day of *October* One thousand eight hundred and forty-two, intermarried with *Georgiana Jane Taylor*, by whom he has Issue Three Sons, that is to say, *Henry Barnard*, *Walter Robert Barnard*, and *Robert Reynell Barnard*, and Three Daughters, that is to say, *Margaret Louisa Barnard*, *Alice Jane Barnard*, and *Susan Emma Barnard*, and no other Issue: And whereas the said Children of the said *Robert John Verney Lord Willoughby de Broke* are all Infants under the Age of Twenty-one Years, and are unmarried, and have in pursuance of the Royal Licence and Authority of Her present Majesty taken and do use the Surname of *Verney* in lieu of that of *Barnard*, and are now respectively called *Henry Verney*, *Walter Robert Verney*, *Robert Reynell Verney*, *Margaret Louisa Verney*, *Alice Jane Verney*, and *Susan Emma Verney*: And whereas *Louisa Barnard* the only Sister of the said *Robert John Verney Lord Willoughby de Broke*, on the Ninth Day of *June* One thousand eight hundred and twenty-five, intermarried with *Joseph Townsend* Esquire, by whom she has Issue Two Sons, that is to say, *Henry Townsend* and *Charles John Townsend*, and Four Daughters, that is to say, *Louisa Anne Townsend*, *Marianne Sophia Townsend*, *Frances Townsend*, and *Harriet Townsend*: And whereas the said *Henry Townsend*, *Louisa Anne Townsend*, and *Marianne Sophia Townsend* have respectively attained their Ages of Twenty-one Years, and the said *Charles John Townsend*, *Frances Townsend*, and *Harriet Townsend* are all under the Age of Twenty-one Years: And whereas the said *Henry Townsend*, *Charles John Townsend*, *Louisa Anne Townsend*, *Marianne Sophia Townsend*, *Frances Townsend*, and *Harriet Townsend* are all unmarried: And whereas the said *Louisa Townsend* or the Heirs of her Body, in the event of a Failure of the Issue of the said *Robert John Verney Lord Willoughby de Broke*, will, by virtue of the Limitations contained in the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth, become seised as Tenant in Tail of the said *Lincolnshire* Estates: And whereas it would be greatly for the Benefit, not only of the said *Robert John Verney Lord Willoughby de Broke*, but of all other Persons who may hereafter become entitled to the Estates by the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth so settled as aforesaid, that the said *Lincolnshire* Estates should be sold, and the Money arising therefrom laid out under the Direction of the High Court of Chancery in the Purchase of an Estate or Estates more contiguous to the settled or entailed Estates of the said *Robert John Verney Lord Willoughby de Broke* in the County of *Warwick*, or which may be convenient to be held therewith, to be settled to the Uses and subject to the Powers of jointuring which the said *Lincolnshire* Estates now stand limited and settled subject to by virtue of the said recited Acts; but by reason of the Limitations

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and the restraining Clause in the said first-recited Act contained the same cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject, the said *Robert John Verney Lord Willoughby de Broke*, doth 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, as follows (to wit):

Estates in the County of Lincoln vested in Trustees in trust to be sold.

I. That from and after the passing of this Act all and singular the Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying, and being in the several Parishes of *Helpringham, Swaton, Scredington, Heckington, Bicker, Swineshead, Frampton, Ropsley, and Little Humby* in the said County of *Lincoln*, and particularly mentioned and described in the Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and all and every other the Messuages, Farms, Lands, Tenements, and Hereditaments (if any) situate, lying, and being in the said several Parishes of *Helpringham, Swaton, Scredington, Heckington, Bicker, Swineshead, Frampton, Ropsley, and Little Humby*, any or either of them, whereof the said *Robert John Verney Lord Willoughby de Broke* is seised or possessed or entitled to as such Tenant in Tail as aforesaid, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be vested in and the same are hereby vested in the Reverend *Edward Golding* of *Brimpton* Vicarage in the County of *Berks*, Clerk, and *Matthew Malcolm* of *Compton Verney* in the County of *Warwick*, Gentleman, their Heirs and Assigns, to the Use of them the said *Edward Golding* and *Matthew Malcolm*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Uses, Estates, Trusts, Entails, Powers, Authorities, Provisoos, Declarations, and Agreements in and by the said recited Acts of the Twenty-seventh Year of King *Henry* the Eighth and the Seventh Year of Queen *Anne*, or either of them, limited, expressed, declared, and contained of and concerning the same respectively, or any Part or Parts thereof, but nevertheless upon trust that they the said *Edward Golding* and *Matthew Malcolm*, or the Survivor of them, or the Heirs of such Survivor, or their or his Assigns, do and shall, as soon as conveniently may be, with the Consent in Writing of the said *Robert John Verney Lord Willoughby de Broke*, during his Life, or in case of his Decease, then with the Consent in Writing of the Person or Persons who under the Limitations contained in the said recited Act of the Twenty-seventh Year of the Reign of King *Henry* the Eighth would, if this Act had not been passed, have for the Time being been entitled to the actual Freehold in Possession of the said Manors and other Hereditaments hereby vested as aforesaid, but if such Person or Persons shall be

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be under Age, or under any other legal Incapacity, then, with the Consent in Writing of his, her, or their Guardian or Guardians, Committee or Committees, during his, her, or their Minority or respective Minorities or Incapacity, absolutely sell and dispose of the said Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments hereby vested as aforesaid, or any of them, or any Part or Parts thereof, either at One Time or several Times, and either together or in Parcels, and either by Public Auction or Private Contract, unto any Person or Persons whomsoever, for the best Price or Prices in Money that can at the Time of such Sale or Sales respectively be reasonably obtained for the same respectively, and with Power for the said Trustees or Trustee for the Time being to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the same Premises, or any Part or Parts thereof, and to resell the Premises which may be so bought in, or as to which the Contract or Contracts for Sale may be so rescinded, without being answerable for any Loss which may be occasioned thereby, and also with Power for the said Trustees or Trustee for the Time being to sell the same Premises, or any Part or Parts thereof (whether such Sale shall be made by Public Auction or Private Contract), under any special Conditions as to Title or otherwise; 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, do and shall convey and assure the same Hereditaments so to be sold as aforesaid unto and to the Use of the Purchaser or Purchasers of the same Hereditaments, his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint, freed and discharged as aforesaid.

II. That all and every Sum and Sums of Money which shall arise from any Sale or Sales to be made in pursuance of this Act shall be paid by the Person or Persons to whom such Sale or Sales shall be made 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, "*ex parte* the Purchaser or Purchasers of the settled Estates of *Robert John Verney Lord Willoughby de Broke*," 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 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.

Money arising from Sales to be paid into the Bank of England.

III. That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of one of the Cashiers

Certificate of the Accountant of General,

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together with the Receipt of the Cashier of the Bank of England, to be a good Discharge to Purchasers.

of the Bank of *England* to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by or on behalf of such Purchaser or Purchasers, of his, her, or their Purchase Money or Purchase Monies as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for the same, or for so much thereof as therein respectively shall be expressed to have been paid, and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for the Loss, Misapplication, or Nonapplication of the same.

Costs to be paid out of Monies arising from the Sales, and all other Purchase Monies to be laid out in the Purchase of other Estates.

IV. That out of the Monies so to be paid into the Bank to the Account as aforesaid the Costs, Charges, and Expenses preparatory to and attending the soliciting and applying for, and preparing, obtaining, and passing this Act, and also all the Costs, Charges, and Expenses which shall be incurred in relation to or attending the Sale or Sales hereby authorized or otherwise in or about the Execution of the Trusts hereby declared, and the Costs and Expenses of any Application to the Court under this Act, shall be first paid and discharged, and the Residue and Surplus of such Monies shall with all convenient Speed, upon Petition to be presented to the said Court of Chancery in a summary Way by the said *Robert John Verney Lord Willoughby de Broke* during his Life, and after his Decease by the Person or Persons who, under the Limitations contained in the said recited Act of Parliament of the Twenty-seventh Year of the Reign of His late Majesty King *Henry* the Eighth, would for the Time being, if this Act had not been passed, have been beneficially entitled in possession to the said Hereditaments and Premises which shall have been so sold as aforesaid, or if such Person or Persons shall be under Age, or under any other legal Incapacity, then by his, her, or their Guardian or respective Guardians, Committee or respective Committees, during his, her, or their Minority or respective Minorities or Incapacity, and under the Direction of the said Court, be laid out and invested in the Purchase or Purchases of other Freehold Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments of Inheritance in Fee Simple, or of Copyhold Messuages, Lands, and Hereditaments of Inheritance lying contiguous to the Settled or Entailed Estates of the said *Robert John Verney Lord Willoughby de Broke* in the said County of *Warwick*, or that may be convenient to be held and enjoyed therewith, and so that no more than One Sixth Part of the Hereditaments so to be purchased shall consist of Copyholds; and the Manors or Lordships, Messuages,

Farms,

Lord Willoughby de Broke's Estate.

Farms, Lands, Tenements, and other Hereditaments, so to be purchased as aforesaid, shall be conveyed, surrendered, assured, and settled to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Limitations, Powers, Provisoos, Agreements, and Declarations, to, upon, for, with, under, and subject to which, under and by virtue of the said recited Acts of the Twenty-seventh Year of the Reign of His Majesty King *Henry* the Eighth and the Seventh Year of the Reign of Her Majesty Queen *Anne*, or either of them, were, previously to the passing of this Act, subsisting or capable of taking effect of or in the said Hereditaments and Premises hereby vested in the said *Edward Golding* and *Matthew Malcolm* and their Heirs, or such of the same Uses, Trusts, Intents, Purposes, Limitations, Powers, Provisoos, Agreements, or Declarations as shall be then subsisting undetermined and capable of taking effect.

V. That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of Costs, Charges, and Expenses as aforesaid, shall in the meantime, and until the same shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments as aforesaid, 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 or 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 be respectively paid off by Government, shall be laid out from Time to Time in the Name of the said Accountant General in the Purchase of other Navy or Victualling or Exchequer Bills; provided that whensoever 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; and it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders 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 or Victualling or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the said 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 or

Until the Monies shall be laid out in the Purchase of Lands, the same shall be invested in Navy or Victualling or Exchequer Bills.

[*Private.*]

Lord Willoughby de Broke's Estate.

Victualling or Exchequer Bills shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by or on the Behalf of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so to be purchased, be ordered to be sold by the said Accountant General for the Payment of any such Costs, Charges, and Expenses as aforesaid, or for completing any such Purchase or Purchases as aforesaid, in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of any such Navy or Victualling or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased in case the same had been actually purchased in pursuance of this Act, or to the personal Representative or Representatives of such Person or Persons as Part of his, her, or their Personal Estate.

The Costs of Act, &c. to be settled by the Court of Chancery.

VI. Provided always, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order or Orders as the said Court shall think fit for taxing or settling the Costs, Charges, and Expenses preparatory to and attending the soliciting and applying for, and preparing, obtaining, and passing this Act, and which shall be incurred in relation to or attending the Sale or Sales herein-before authorized, and for taxing or settling the Costs of the several Applications to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank and investing such 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 so to be paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy or Victualling or Exchequer Bills to be purchased therewith 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.

Until Sale Rents to be received by the Persons for the Time being entitled to the same.

VII. That in the meantime, and until such Sale or Sales as aforesaid shall be made of the said Hereditaments hereby made saleable as aforesaid, the said *Edward Golding* and *Matthew Malcolm*, and the Survivor of them, and the Heirs of such Survivor, or their or his Assigns, shall permit the Rents and Profits of the same Hereditaments, or such of them respectively as shall remain unsold, to be had, received,

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received, and taken by the Person or Persons who would be entitled to the same in case this Act had not been passed.

VIII. Provided always, That if the said *Edward Golding* and *Matthew Malcolm*, or either of them, or any Trustee or Trustees who shall be appointed as herein-after is mentioned, or their or any of their Heirs or Assigns, shall die, or be desirous to be discharged from or become incapable to act in the Trusts hereby created, or go to reside out of *Great Britain*, at any Time before the said Trusts shall be fully executed or performed, then and in every such Case it shall be lawful for the said Court of Chancery, upon Petition to be presented in a summary Way by the said *Robert John Verney Lord Willoughby de Broke*, or by the Person or Persons who for the Time being, in case this Act had not been passed, would have been entitled as herein-before is mentioned, or if such Person or Persons shall be under Age or under any other legal Incapacity, then by his, her, or their Guardian or Guardians, Committee or Committees, during his, her, or their Minority or respective Minorities or Incapacity, to appoint the Person or Persons to be proposed in such Petition, or any Person or Persons named by the said Court, to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or desiring to be discharged, or becoming incapable to act, or going to reside out of *Great Britain* as aforesaid; and thereupon the said Hereditaments and Premises, or such of them as shall from Time to Time remain unsold, shall with all convenient Speed be conveyed so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the Trusts and for the Intents and Purposes herein-before expressed and declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect, and that such new Trustee or Trustees shall to all Intents, Effects, Constructions, and Purposes whatsoever have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they shall be so substituted or appointed.

Power to
appoint new
Trustees.

IX. Saving always to the Queen's most Excellent Majesty, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Robert John Verney Lord Willoughby de Broke* and the Heirs of his Body, and all and every other Person and Persons whomsoever to whom any Estate, Right, Title, or Interest in, to, or out of the said Manors or Lordships, Messuages, Lands, Tenements, and other Hereditaments hereby vested in the said *Edward Golding* and *Matthew Malcolm* as herein-before mentioned, or any Part thereof, shall have been limited, or shall have descended or devolved, or shall descend or devolve under

General
Saving.

OR

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or by virtue of the said recited Acts of the Twenty-seventh Year of the Reign of King *Henry* the Eighth and the Seventh Year of the Reign of Queen *Anne*, or either of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Manors or Lordships, Messuages, Lands, Tenements, and Hereditaments, and every Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have held and enjoyed in case this Act had not been passed.

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

X. That this Act shall not be a Public Act, but 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.

Lord Willoughby de Broke's Estate.

The SCHEDULE to which the foregoing Act refers.

THE MANOR OF SCREDINGTON AND THE MANORS OF HELPRINGHAM-CUM-BICKER AND STONE HALL IN FRAMPTON IN THE COUNTY OF LINCOLN.

Description of Property.	Names of Tenants.	Quantity.			Rents.		
		A.	R.	P.	£	s.	d.
<i>In the Parish of Helpringham.</i>							
Plantation	In hand	0	1	0	—		
House, Yards, Buildings, and Land	Bull, William	144	3	1	216	0	0
West Part of Round Close	Almond, Giddings	0	1	11	1	5	0
Swords Pingle	Cumberworth, John	2	1	26	4	0	0
Cottage and Land	Garratt, William	5	2	26	11	0	0
House, Yards, Buildings, and Land	Forman, Edward	116	2	8	164	0	0
Cottage and Land	Harness, John	4	3	13	13	10	0
Cottage and Land	Harness, Robert	6	3	13	12	10	0
Cottage and Land	Kirk, Edward	8	1	19	14	8	0
House, Yards, Buildings, and Land	Holmes, William	88	1	28	126	16	0
Gardens and Building	Leake, John	0	1	19	3	3	0
East Part of Round Close	Morris, William	0	1	12	1	5	0
Cottage and Land	Pell, Thomas	0	2	10	5	2	0
Cottage and Land	Picker, Isaac	8	2	36	14	0	0
Public-house and Land	Robinson, Thomas	24	0	6	45	0	0
House, Yards, Building, and Land	Robinson, Edward	33	1	21	50	0	0
Cottage and Land	Read, Joseph	8	1	24	15	0	0
Cottage and Land	Saunby, William	7	1	2	13	5	0
House, Yards, Buildings, and Land	Tomlinson, John, and William Knight.	244	1	25	330	0	0
House, Yards, Buildings, and Land	Thorlby, John	90	1	11	130	0	0
House, Yards, Buildings, and Land	Tomlinson, John, and Felix Tomlinson.	271	3	36	358	14	0
Sixteen Gardens	Various Tenants	1	3	38	9	4	0
Seven Gardens	Various Tenants	0	3	18			
<i>In the Parish of Swaton.</i>							
Land	Tomlinson, John, and Felix Tomlinson.	53	2	29	73	16	0
Cottage and Land	Moulds, Elizabeth	4	2	33	12	17	0
<i>In the Parish of Scredington.</i>							
Plantations	In hand	3	1	1	—		
Barn, Buildings, and Land	Barnes, William	98	1	14	95	0	0
House, Buildings, Yards, Gardens, and Land.	Bailey, John, and Edward Bailey.	478	3	11	350	0	0
Cottage and Land	Bailey, James	10	2	19	13	4	0
Land	Forman, Edward	19	0	13	20	0	0
Lands	Gratrick, William	19	2	10	25	0	0
Cottage and Lands	Smith, Roberts	6	2	2	10	10	0
<i>In the Parish of Heckington.</i>							
Cottage and Land	Hilton, William	4	2	14	12	0	0
<i>In the Parish of Bicker.</i>							
Gauntlet Close	Singleton, Jonathan	2	0	0	4	10	0

[Private.]

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Lord Willoughby de Broke's Estate.

Description of Property.	Names of Tenants.	Quantity.			Rents.		
		A.	R.	P.	£	s.	d.
<i>In the Parish of Swineshead.</i>							
House and Lands	Holland, Ann	4	1	14	15	0	0
<i>In the Parish of Frampton.</i>							
Lands	In hand	0	3	21	—	—	—
House, Buildings, Yards, Garden, and Land.	Ward, G., and James Ward	215	3	11	312	0	0
House, Buildings, Yards, Garden, and Lands.	Dodd, Charles	367	1	6	400	0	0
House, Buildings, Yards, Garden, and Lands.	Pearson, Edward, William Dickenson, and Mary Barnett.	27	0	22	52	10	0
Cottage and Land	Renshaw, John, junior	3	2	23	8	10	0
	Renshaw, Charles	0	0	30	0	5	0
Cottage and Land	Renshaw, John	3	3	19	10	0	0
Cottage and Land	Renshaw, Benjamin	17	3	27	35	10	0
House and Land	Smith, John	28	2	27	57	0	0
Land	Ditto, late Samuel Webb	8	0	11	16	0	0
Close of Land	Ditto, late Thomas Dobney	1	0	16	3	0	0
<i>In the Parish of Ropsley.</i>							
Woods	In hand	17	2	16	—	—	—
House and Garden	Allen, Sarah	0	0	38	3	0	0
House and Land	Barber, John, senior, and John Barber, junior.	10	1	36	11	10	0
Cottage and Land	Bird, Jane	12	3	35	13	0	0
Garden in Butt's Close	Chantry, George	0	1	0	0	10	0
House and Land	Dawson, Joseph	9	1	35	11	0	0
Garden in Butt's Close	Doughty, Levi	0	1	0	0	12	6
Cottage and Land	Falkner, Eliz.	13	0	20	15	0	0
Farmhouse, Yard, Garden, and Land	Howett, Thomas	49	1	3	52	0	0
Cottage and Land	Hutchin, William	4	2	30	6	15	0
Garden in Butt's Close	Kitchen, Thomas, junior	0	1	0	0	12	6
Cottage and Land	Kitchen, Thomas	15	0	29	15	0	0
Garden in Butt's Close	Kitchen, William	0	1	0	0	12	6
Mansion House, Yards, Gardens, Buildings, and Land.	Moor, George	289	0	33	270	0	0
Cottage and Land	Rastall, Samuel	15	3	13	18	0	0
Cottage and Land	Ross, Benjamin	9	3	34	13	0	0
Farmhouse, Building, Yards, Gardens, and Land.	Wass, John	76	0	4	76	0	0
<i>In the Parishes of Ropsley and Little Humby.</i>							
Cottage and Land	Doughty, Samuel	9	2	1	13	4	0
Farmhouse, Buildings, Yards, Gardens, and Land.	Doughty, Richard	126	2	18	112	0	0
		3,112	1	1	3,696	10	6

Francis Higdon.