



ANNO QUADRAGESIMO PRIMO

# GEORGI III. REGIS.

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## Cap. 101.

An Act for vesting the Settled Estates of *John Henry Maw*, of *Warmsworth*, in the County of *York*, Esquire, in Trustees, to be sold; and for laying out the clear Monies thence arising, under the Direction of the Court of Chancery, in the Purchase of other Estates, to be settled in lieu thereof, and to the same Uses. [20th June 1801.]

**W**HEREAS *Dorothy Shawe*, late of *Wakefield*, in the County of *York*, Spinster, duly made and published her last Will and Testament in Writing, dated the Eighth Day of *December* One thousand seven hundred and seventy-five, and thereby, after reciting that she had surrendered her Copyhold Estates to the Uses contained in that her Will, she did give and devise unto her Mother-in-Law *Mistress Sarah Shawe* (who died in the Lifetime of her the said Testatrix) all that her Messuage, Dwelling House, or Tenement, in a Street called *Westgate*, in *Wakefield* aforesaid, wherein she then dwelt; and also her Two Closes called *The Westgate Moor Closes*, in the Town or Parish of *Wakefield* aforesaid, with the Yard, Garden, and Appurtenances to the said Premises belonging or appertaining, for and during so much and such Part of her natural Life as she should continue to make the said House her Habitation or Place of Abode, and should remain a Widow and without being married again; and she did thereby charge all the Residue of her Messuages, Lands,

Preamble.  
Recital of  
the Will of  
*Dorothy  
Shawe.*

[Loc. & Per.]

Lands, Tenements, and Hereditaments, and Real Estates, both Freehold and Copyhold, situate and being in the County of York, with their Appurtenances, with the Payment of One Annuity of One hundred Pounds to her said Mother-in-Law, during the Period aforesaid; and subject thereto, she did thereby give and devise as well the said last-mentioned Messuages, Lands, Tenements, Hereditaments, and Real Estates, with their Appurtenances, after her Decease, as also the said Messuage, Dwelling House, or Tenement, wherein she then dwelt, and the said Two Closes called *The Westgate Moor Closes*, with their and every of their Appurtenances, and from and immediately after the Death or Intermarriage of her said Mother-in-Law, or her not making the said House wherein she then lived her Habitation or Place of Abode, which should first happen, unto her the said Testatrix's Nephew *John Henry Maw*, therein called *John Maw*, for his natural Life, without Impeachment of Waste; and from and immediately after his Decease, she the said Testatrix gave and devised the same to and amongst the Children of the said *John Henry Maw*'s Body issuing, for such Estates as he should be Dead or Will, to be by him duly executed and attested, direct, limit, and appoint the same; and for Default of such Direction, Limitation, or Appointment, to be equally divided amongst them, and the several Heirs of their Bodies issuing, to take as Tenants in Common, and not as Joint Tenants; or wholly to One such Child, of the Body of the said *John Henry Maw* her said Nephew (in case of One such Child only) and the Heirs of the Body of such only Child; and in case her said Nephew should happen to die without Issue of his Body, or all such Issue should die under Age without leaving lawful Issue of his, her, or their Bodies, then and in such Case, and not otherwise, she the said Testatrix gave and devised all her Messuages, Lands, Tenements, Hereditaments, and Real Estates, with the Appurtenances, charged and chargeable as aforesaid, to her Cousin *Richard Stovin*, since deceased, for his natural Life, and from and immediately after his Decease, she gave and devised the same equally to and amongst *Margaret* the Daughter of the said *Richard Stovin*, and all and every the other Daughters and younger Sons of the said *Richard Stovin*, by him lawfully begotten, or to be begotten, to take as Tenants in Common, and not as Joint Tenants, and to their several and respective Heirs and Assigns for ever, as Tenants in Common as aforesaid, or wholly to One such Daughter or younger Son, in case there should happen to be One such Child, and to the Heirs and Assigns of such only Child, for ever; and for Default of such Issue, she the said Testatrix gave and devised the same to the right Heirs of the said *Richard Stovin*, for ever. And whereas the said Testatrix died in the Year One thousand seven hundred and eighty-three, without altering or breaking her said Will: And whereas the said *John Henry Maw*, on the Death of the said Testatrix, entered upon and took Possession of all the said Estates so devised to him as aforesaid, and he is now in the Possession, and in the Receipt of the Rents and Profits thereof, as Devisee for Life, with Remainder over as aforesaid; And whereas the said *John Henry Maw* married the said *Margaret*, the Daughter of the said *Richard Stovin*, and by her had Eleven Children, Eight of whom are now living, namely, *John Henry Shawe*, *Margaret*, *Richard Stovin*, *Thomas*, *Dorothy*, *George*, *Sarah Rhodes*, and *Frederick*, all Infants; and the said *Margaret* is dead; and the said *John Henry Maw* hath lately married again, and hath by his present Wife One Child, *Henry Lister*, now living, and also an Infant: And whereas

Death of  
*Dorothy*  
*Shawe*

*John Henry*  
*Maw* is now  
in Possession.

whereas the said *Richard Stovin* deceased, had no younger Son, and no other Daughter besides the said *Margaret* the First Wife of the said *John Henry Maw*: And whereas Part of the said devised Estates consists of a Mansion House, with a Garden and Appurtenances, in the Town of *Wakefield* aforesaid, and the Rest of the same Estates consists of several Houses and Cottages, and Pieces of Land, in and near the Parish of *Wakefield*, and a small Parcel of Land in the Town of *Doncaster*, all which Premises are together of the yearly Rent of Three hundred and twenty Pounds and Six Shillings, and are particularly specified in the Schedule hereto: And whereas the said *John Henry Maw*, being by the Terms of the said Will obliged, in case of his disposing of the said Property among his Children, in the Execution of the aforesaid Power, thereby given him in that Behalf, to limit Part of the said Property to every One of his Children, who are now very numerous, and whose Number may still increase; and the *John Henry Maw*, conceiving that the Division into several Shares of Property, a considerable Part whereof consist of Buildings, would be very disadvantageous to his Children after his Death, and there being Reason to conclude from the Situation of the said Property (except a very small Part) in and near a large Trading and Manufacturing Town, that the same might be sold to very great Advantage, the said *John Henry Maw* is desirous that proper Trustees may be appointed to sell the same Estates, and that the clear Monies thence arising may, under the Direction of the Court of Chancery, be laid out and invested in the Purchase of other Real Estates to be settled in lieu thereof, and to the same Uses: But in as much as by reason of the Limitations contained in the said recited Will, the said *John Henry Maw's* said Desire or Intention cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *John Henry Maw*, on Behalf of himself and his said Infant Children, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act, all and singular the Freehold Capital Messuage or Mansion House, Messuages, Cottages, Farms, Lands, Tenements, and other Hereditaments comprized in and devised by the said recited Will of the said *Dorothy Sharpe* as aforesaid, and which are situate, lying, and being in the Town of *Wakefield*, and in *Alverthorpe*, and in *Branaker-in-Stanley*, in the Parish of *Wakefield*, and in *Offett*, in the Parish of *Dewsbury*, and in the Town of *Doncaster*, all in the said County of *York*, (all which Premises, together with the Copyhold Hereditaments devised by the said Will are particularly specified in the Schedule hereunder written) together with all Houses, Outhouses, Buildings, Barns, Stables, Orchards, Yards, Gardens, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Ways, Waters, Watercourses, Ponds, Pools, Commons, Common of Pasture, Profits, Privileges, Commodities, Advantages, Easements, and Appurtenances whatsoever, to the said Premises next herein-before described, or any of them, belonging or in anywise appertaining, or with the same or any Part thereof now or at any Time heretofore usually had, held, used, occupied, possessed, and enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof, all which Premises are now let at an annual Rent of Three hundred and twenty Pounds, or thereabouts, shall

Particulars of  
the devised  
Estates.

It would be  
beneficial that  
the Estate  
should be  
sold, &c.

Estates vested  
in Trustees to  
be sold.

shall be vested in and settled upon, and the same are hereby vested in and settled upon *William Barnard*, of *Gainsborough*, in the County of *Lincoln*, Gentleman, and *Joshua Gibson*, of *Epworth*, in the said County of *Lincoln*, Clerk, their Heirs and Assigns for ever, freed and discharged and absolutely acquitted, exempted, and exonerated of and from all the Devises, Uses, Estates, Trusts, Limitations, Remainders, Reversions, and Charges in and by the said Will of the said *Dorothy Shawe* limited, expressed, or declared, of or concerning the same; but nevertheless upon the Trusts and for the Intents and Purposes herein-after expressed and declared; (that is to say) upon Trust, that they the said *William Barnard* and *Joshua Gibson*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be, by and with the Consent and Approbation in Writing of the said *John Henry Mow* during his Life, and after his Death then of the proper Authority of the same Trustees respectively, sell and dispose of the said Hereditaments and Premises hereby vested and settled as aforesaid, by publick Auction or Sale, or private Contract, and together or in Parcels unto any Person or Persons whomsoever, for the best Price or Prices than can be reasonably had or gotten for the same; and on Payment of the Purchase Money for which the same Premises shall be so respectively sold, into the Bank as herein-after mentioned, do and shall convey and assure the same unto or to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint.

Copyhold  
Estates to be  
sold.

II. And be it further enacted, That it shall and may be lawful to and for the said *William Barnard* and *Joshua Gibson*, and the Survivor of them, and his Heirs, and they and he are and is hereby empowered and required, with all convenient Speed, after the passing of this Act, with such Consent and Approbation as aforesaid, to sell and dispose of all the Copyhold Messuages, Cottages, Farms, Lands, Tenements, and other Hereditaments comprized in and devised by the said recited Will of the said *Dorothy Shawe*, and which are situate, lying, and being in the said Town of *Wakefield*, and in *Alverthorpe*, and in *Brancker-in-Stanley*, in the said Parish of *Wakefield*, and in *Ossett*, in the said Parish of *Dewsbury*, and in the said Town of *Doncaster*, all in the said County of *York*, in Manner herein-before prescribed respecting the said Freehold Hereditaments hereby vested and settled as aforesaid; and upon Payment of the Purchase Money for which the same Copyhold Premises respectively shall be so sold, into the Bank as herein-after mentioned, then to convey and assure the same to and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or as he or they shall direct and appoint, freed and discharged, and absolutely acquitted, exempted, and exonerated as aforesaid.

Monies arising by Sale, after defraying Expences, to be laid out in the Purchase of other Estates, to be settled to the same Uses.

III. And be it further enacted, That a sufficient Part of the Monies arising from the Sale of the said Hereditaments and Premises hereby made saleable as aforesaid, shall be applied in paying and defraying the Costs and Expences attending or in anywise relating to the applying for, and obtaining and passing of this Act, and the Costs and Expences attending the Sales hereby directed, and the Execution of the Trusts of this Act; and that all the Residue and Surplus of the said Monies shall be laid out, by and with the Approbation of the Court of Chancery, in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments,  
of

of an Estate of Inheritance in Fee Simple in Possession, situate in *England* or *Wales*, whereof not more than One Sixth Part shall be Copyhold; and all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased, shall be conveyed, settled, and assured to the Uses, upon the Trusts, and under and subject to the Powers and Provisoos limited or declared by the said Will of the said Testatrix *Dorothy Shawe*, of and concerning the said Freehold Premises hereby made saleable, or such of them as shall be undetermined or capable of taking Effect.

IV. And be it further enacted, That until such Sale as aforesaid, the said *William Barnard* and *Joshua Gibson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall permit and suffer the said Hereditaments and Premises so hereby made saleable as aforesaid, to be held and enjoyed, and the Rents, Issues, and Profits thereof to be had, received, and taken, by and for the Benefit of such Person or Persons as would have been entitled thereto respectively, and ought to have received the same, in case this Act had not been made.

Until Sale shall take place the Estates to be enjoyed by and for the Benefit of the Persons entitled to the same before the passing of the Act.

V. And be it further enacted, That every Purchaser of the said Premises hereby made saleable, shall pay his Purchase Money 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 Estate of *John Henry Maw* Esquire, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter the Thirty-second, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth; which Monies, when so paid in, shall be laid out in the Purchase of Navy or Victualling Bills, or Exchequer Bills; and the Interest arising from the Money to be laid out in the said Navy or Victualling Bills, or Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling Bills, or Exchequer Bills; all which said Navy and Victualling Bills, and Exchequer Bills, shall be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found, and approved of as aforesaid, and until the same shall, upon a Petition to be preferred to the Court of Chancery in a summary way, by or on the Behalf of the said *John Henry Maw*, or the Person or Persons for the Time being entitled to the Freehold or Inheritance of the Manors, Lands, or Hereditaments, so to be purchased, be ordered to be sold by the said Accountant General, for completing such Purchase or Purchases, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that case only, the Surplus which shall remain, after discharging the Expence of the Applications to the Court, shall be paid to such Person or Persons respectively, as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Money arising by Sale to be paid into the Bank.

The Court of Chancery to ascertain the Expences.

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

Certificate of the Accountant General, and the Receipts of the Cashier of the Bank, to be a good Discharge to Purchasers.

VII. And be it further enacted and declared, That the Certificate and Certificates of the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank, 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 such Purchaser or Purchasers, of his or their Purchase Money, shall from Time to Time be and be deemed and taken to be a good and sufficient Discharge to such Purchaser or Purchasers, and to his and their Heirs and Assigns, for so much of the said Purchase Money or Monies for which such Certificate or Certificates, and Receipt or Receipts as aforesaid shall be given; and after the giving of such Certificate or Certificates, and Receipt or Receipts, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof, or of any Part thereof.

For appointing Trustees in case of the Death of the present Trustees.

VIII. Provided always, That in case the said *William Barnard* and *Josiah Gibson*, or either of them, or the Trustees or Trustee for the Time being substituted in their or his stead, shall die, or desire to relinquish the Trusts hereby in them or him reposed, before the same Trusts shall be performed, then and so often it shall and may be lawful to and for the Trustees or Trustee for the Time being, pursuant to an Order of the Court of Chancery, to be made in a summary Way, upon the Petition of the said *John Henry Maw*, or his Executors or Administrators, to convey all and singular the said Hereditaments hereby vested in Trustees as aforesaid, or so much thereof as shall remain unsold, unto and to the Use of new Trustees, or to the Use of the continuing Trustee and of a new Trustee, in Fee Simple, upon and to and for such and so many of the Trusts, Intents, and Purposes, hereby declared of and concerning the said Hereditaments so hereby vested and settled as aforesaid, as shall be then existing undetermined and capable of taking Effect.

General Saving.

IX. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *John Henry Maw*, and his present and future Children, and the Heirs of the several and respective Bodies of such Children, and the right Heirs of the said *Margaret Maw* deceased, and the right Heirs of the said Testatrix *Dorothy Shaw*) all such Estate, Right, Title, and Interest of, in, to, or out of the said Hereditaments and Premises hereby vested in Trust to be sold as aforesaid, or any Part or Parts thereof, as they, every, or any of them

them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

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

A TERRIER or PARTICULAR of the Estates of *John Henry Maw* Esquire; situate in *Wakefield*, and in *Alverthorpe* and *Ossett*, in and near the Parish of *Wakefield*, and in the Town of *Doncaster*, in the County of *York*.

OCCUPIERS.	DESCRIPTIONS.	Yearly Rent.
In Wakefield.		
John Heywood Esq. and his Undertenants }	A Mansion House, with Coach House, Gardens, and several Warehouses, and a Pew, and Sitings in Two others, in the Church - -	£.    s.    d. 90   15   -
In Alverthorpe.		
John Naylor, Esq. -	Clayton Close - - -	10   -   -
Mr. Ralph Walker -	Long Close with Allotments - - -	30   -   -
William Towlerfon and Thomas Wilkinson, O- verseers of the Poor }	A Cottage, a House used as a Workhouse, with the Fold, a Garden, and Allotments thereto, a Croft, and Two Closes called Upper and Lower Closes, and a small Cottage - - -	37   8   -
Samuel Scott - - -	A Cottage, and small Allotments, and Two Closes called Willow Lane Closes - - -	25   -   -
George Wormald -	A Cottage, and Two Closes called Upper Close and Well Close - - -	22   -   -
John Roberts - - -	Two Closes, called Wallett Close and Shoulder of Mutton - - -	15   -   -
George Orange -	A Close called Old Master Close - - -	18   18   -
Robert Child - - -	Two Closes, called Upper and Lower Grant Closes	17   -   -
William Richardson -	A Close called Hoyle Close - - -	16   -   -
John Charnock Esq. and Company - - - }	A Coal Road through the above Closes, in Tenure of Mr. Ralph Walker, Samuel Scott, and John Roberts - - -	15   5   -
At Branaker in Stanley.		
John Clarke - - -	A House, Croft, and Allotment - - -	10   10   -
In Ossett.		
David Harrop -	A Close called Pale Side Close, and small Piece of Land in an open Field adjoining - - -	10   -   -
In Doncaster.		
Mayor and Corporation	A small Piece of Ground whereon the Shambles stand - - -	2   10   -
		£.   320   6   -
<i>George Orange.</i>		