



ANNO QUADRAGESIMO NONO.

# GEORGI III. REGIS.

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## Cap. 176.

An Act for vesting an Estate in the County of *Lincoln* devised by the Will of *Francis Lord Le Despencer*, in Trustees, upon Trust to sell the same, and with the Money arising therefrom to discharge the Incumbrances thereupon, and to lay out the Surplus in the Purchase of other Estates to be settled to the same Uses. [15th June 1809.]

**W**HEREAS the Right Honourable *Francis* late Lord *Le Despencer* did, in such Manner as the Law requires for the Validity of Devises of Real Estates, duly sign and publish his last Will and Testament in Writing bearing Date the Seventeenth Day of *February* One thousand seven hundred and eighty, and did thereby give and devise unto his Nephew *John Walcot* Esquire Second Son of *John Walcot* of *Walcot* in *Shropshire* Esquire, *Anthony Todd* of *Walthamstow* in the County of *Essex* Esquire, the Reverend *Richard Levett* Rector of *West Wycombe* in the County of *Bucks*; and *Daniel Macnamara* of *Lincoln's Inn Fields* in the County of *Middlesex* Esquire, and their Heirs, all his Manors, Messuages, Lands, Tenements and Hereditaments in the several Counties of *Middlesex*, *Bucks*, *Lincoln*, *Oxford* and *Kent*; and all other his Real Estate of what Nature or Kind soever or wheresoever, except such Parts thereof as he should by his Will otherwise dispose of, to hold the same unto and to

Will of Francis Lord Le Despencer recited.

[Loc. & Per.] 39. U the

the Use of the said *John Walcot*, *Anthony Todd*, *Richard Levett* and *Daniel Macnamara*, and their Heirs, upon the several Trusts nevertheless and to and for the Intents and Purposes, and under and subject to the Provisoes and Limitations therein and in Part herein-after expressed and declared concerning the same; (that is to say), In Trust in the First Place out of all his said Estate (except such Part thereof as was in the said County of *Kent*) to pay and discharge all his Debts and Legacies, if his Personal Estate should not be sufficient for that Purpose; and (subject thereto and charged with certain Life Annuities thereby devised by him to his Sister Lady *Rachel Austen*, and to Mrs. *Frances Barry*) as to all his the said Testator's said Estates in the several Counties of *Middlesex*, *Bucks*, *Oxford* and *Lincoln*, and all other his Real Estates whatsoever and wherefoever, (which were not thereby otherwise disposed of), the said Testator willed, directed and devised the same, charged and chargeable as aforesaid, to be in Trust for his Brother *John Dashwood King* Esquire, and his Assigns for his Life without Impeachment of Waste; and from and after his Decease in Trust for *John Dashwood King* Esquire, eldest Son and Heir Apparent of his the said Testator's said Brother, and his Assigns during his Life without Impeachment of Waste; and from and after the Decease of the Survivor of them the said *John Dashwood King* the Father and *John Dashwood King* the Son, in Trust for the First and every other Son of the said *John Dashwood King* the Son, severally and successively according to their respective Seniorities in Tail Male, and for Default of such Issue, in Trust for *George Dashwood King* Second Son of his said Brother: *John Dashwood King*, and his Assigns for Life, without Impeachment of Waste; and from and after his Decease, in Trust for the First and every other Son of the said *George Dashwood King*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, in Trust for all and every other the Son and Sons of the said Testator's said Brother *John Dashwood King*, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons issuing; and for Default of such Issue, in Trust for his the said Testator's only Son by the said *Frances Barry*, commonly called or known by the Name of *Francis Dashwood*, and his Assigns, for his Life without Impeachment of Waste; and from and after his Decease, in Trust for the first and every other Son of the said *Francis Dashwood* severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, in Trust for his the Testator's Nephew *Charles Walcot* Esquire, being the eldest Son of the said *John Walcot* of *Walcot* aforesaid and his Assigns for Life, without Impeachment of Waste; and from and after his Decease, in Trust for *John Walcot* the eldest Son and Heir Apparent of the said *Charles Walcot* and his Assigns for his Life, without Impeachment of Waste; and from and after his Decease, in Trust for the First and every other Son of the said *John Walcot*, the Son of the said *Charles Walcot*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, in Trust for *Charles Walcot* Second Son of the said *Charles Walcot*, his the said Testator's Nephew, and his Assigns for his Life, without Impeachment of Waste; and from and after his Decease, in Trust for the first and every other Son of the said *Charles Walcot* the Son, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, in Trust for all and every other the Son and Sons of the said *Charles Walcot*

*Walcot* the Father lawfully begotten or to be begotten, and the Heirs Male of the Body and Bodies of every such Son and Sons lawfully issuing; and for Default of such Issue, in Trust for his the said Testator's said Nephew *John Walcot* and his Assigns for Life, without Impeachment of Waste; and from and after his Decease, in Trust for the first and every other Son of the said *John Walcot* his the Testator's Nephew lawfully begotten or to be begotten, and to the several and respective Heirs Male of the Body and Bodies of every such Son and Sons lawfully issuing; and for Default of such Issue, in Trust for *Francis Skipwith* Esquire, Second Son of Sir *Francis Skipwith*, of *Newbold Revell* in the County of *Warwick* Baronet, and his Assigns for his Life without Impeachment of Waste; and from and after his Decease, in Trust for the first and every other Son of the said *Francis Skipwith*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, in Trust for Sir *Thomas Stapleton* of *Greys* in the County of *Oxford*, Baronet, and his Assigns for his Life, without Impeachment of Waste; and from and after the Decease of the said Sir *Thomas Stapleton*, in Trust for *Thomas Stapleton* Esquire, now the Right Honourable *Thomas Lord Le Despencer*, eldest Son and Heir Apparent of the said Sir *Thomas Stapleton*, and his Assigns for his Life without Impeachment of Waste; and from and after his Decease, in Trust for the first and every other Son of the said *Thomas Stapleton* the Son, severally and successively according to their respective Seniorities in Tail Male; and in Default of such Issue, in Trust for *William Stapleton* Esquire, second Son of the said Sir *Thomas Stapleton*, and his Assigns for Life, without Impeachment of Waste; and from and after his Decease, in Trust for the first and every other Son of the said *William Stapleton*, severally and successively according to their respective Seniorities in Tail Male; and in Default of such Issue, in Trust for all and every other the Sons and Son of the said Sir *Thomas Stapleton*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, in Trust for the said Testator's Cousin *Charles Vere Dashwood*, therein called *Charles Dashwood*, and his Assigns for his Life, without Impeachment of Waste; and after his Decease, in Trust for his first and other Sons successively in Tail Male; and for Default of such Issue, in Trust for his the said Testator's own right Heirs for ever; and the said *Francis Lord Le Despencer* did constitute and appoint his said Brother *John Dashwood King*, and *Daniel Macnamara* Executors of his said Will: And whereas the said *Francis Lord Le Despencer* signed and published a Codicil to his said Will, bearing Date the Twentieth Day of *March* One thousand seven hundred and eighty-one, and thereby, after taking Notice of the Death of the said Sir *Thomas Stapleton*, and devising and bequeathing his Estate in the said County of *Kent* in the Manner therein mentioned, he the said *Francis Lord Le Despencer* did in all other Respects ratify and confirm his said Will, and every Clause and Matter therein contained: And whereas the said *Francis Lord Le Despencer* signed and published a second Codicil to his said Will, and which second Codicil bears Date the Eleventh Day of *December* One thousand seven hundred and eighty-one, and the same does not in anywise affect the said Estate of the said *Francis Lord Le Despencer* in the said County of *Lincoln*: And whereas the said *Francis Lord Le Despencer* departed this Life in the Year One thousand seven hundred and eighty-one, without legitimate Issue: And whereas the said *Daniel Macnamara* duly proved the said Will and Codicils of the said *Francis Lord Le Despencer* in the Prerogative Court of the Archbishop of *Canterbury* on the Sixteenth Day

Original and Supplemental Bills for raising Money for paying Arrears of Lady Rachael Austen's Annuity of 800l;

Demise to Sir T. Stapleton for securing it.

Day of *January* One thousand seven hundred and eighty-two: And whereas on the Death of the said *Francis* Lord *Le Despencer* the said *John Dashwood King*, the first Devisee for Life named in his said Will, became Sir *John Dashwood King* Baronet: And whereas the said *Dame Rachael Austen*, in the said Will described *Lady Rachael Austen*, and who on the Death of the said *Francis* Lord *Le Despencer* became Baroness *Le Despencer* died without Issue on or about the Sixteenth Day of *May* One thousand seven hundred and eighty-eight: And whereas *Frances Barry*, afterwards *Frances Murray*, the Annuitant, named in the Will of the said *Francis* late Lord *Le Despencer*, hath long since departed this Life: And whereas the said *John Walcot*, the Nephew of the said *Francis* Lord *Le Despencer*, *Anthony Todd*, *Richard Levett*, and *Daniel Macnamara*, and *Francis Dashwood* and *Rachael Fanny Antonia Dashwood*, Infants, by the said *Daniel Macnamara* their next Friend did, in *Easter* Term One thousand seven hundred and eighty-five, file their Supplemental Bill in His Majesty's High Court of Chancery against *Dame Rachael Austen*, *Francis Fane*, and Sir *John Dashwood King*, the Father, and others; and thereby, after stating among other Things an original Bill in the same Court between the same Parties as are above named, and that by an Indenture Tripartite bearing Date the Thirteenth Day of *August* One thousand seven hundred and sixty-three, and made or expressed to be made between the said *Francis* then late Lord *Le Despencer* of the first Part, the said *Dame Rachael Austen* of the second Part, and Sir *Thomas Stapleton* Baronet, of the Third Part, the said *Francis* Lord *Le Despencer* did for the Considerations therein mentioned give, grant, bargain, sell, and confirm unto the said *Dame Rachael Austen* and her Assigns, One Annuity, Yearly Rent, or Sum of Eight hundred Pounds issuing and to be received and taken by and out of all that the Manor or Lordship or reputed Manor or Lordship of *Dunston* in the County of *Lincoln*, with its Rights, Members, and Appurtenances, to hold and enjoy the same Annuity, Yearly Rent, or Sum of Eight hundred Pounds unto the said *Dame Rachael Austen* and her Assigns, for and during her natural Life, to be paid Quarterly on the Days or Times and in the Manner therein mentioned; and that the said *Francis* late Lord *Le Despencer* did for himself, his Heirs and Assigns, covenant and agree with the said *Dame Rachael Austen* and her Assigns for the Payment of the same, and that she might exercise the Powers and Remedies for recovering and compelling Payment of the same when in Arrear; and it is by the Indenture now in Recital further witnessed, that for the Considerations aforesaid, and for more effectually securing the said Annuity of Eight hundred Pounds, and for the other Consideration mentioned in the said Indenture, he the said *Francis* Lord *Le Despencer* did grant, bargain, sell, and demise unto the said Sir *Thomas Stapleton*, his Executors, Administrators, and Assigns, all that the said Manor or Lordship or reputed Manor or Lordship, and all and singular other the Hereditaments herein-before mentioned, to be thereby charged with the said Annual Sum or Yearly Rent of Eight hundred Pounds, with their Rights, Members, and Appurtenances, to hold the same unto the said Sir *Thomas Stapleton*, his Executors, Administrators, and Assigns, from the Day next before the Date thereof, for the Term of Ninety-nine Years thenceforth next ensuing without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Proviso in the Indenture now in Recital declared and contained, and in Part herein-after mentioned, (that is to say) upon Trust to permit and suffer the said *Francis* Lord *Le Despencer*, his Heirs and Assigns, to take the Rents and Profits of the said Manor and

and other Hereditaments for his and their own Use until Default should be made in Payment of the said Annuity of Eight hundred Pounds at the Times therein mentioned; and upon further Trust, that in case the said Annuity of Eight hundred Pounds or any Part thereof should be unpaid by Forty Days after any of the before appointed Days of Payment, then it should be lawful for the said Sir *Thomas Stapleton*, his Executors, Administrators, and Assigns, from Time to Time by the Rents, Issues, and Profits of the said Lordship, Manor or reputed Manor, or by demising, leasing or mortgaging the same, or any Part thereof, for all or any Part of the said Term of Ninety-nine Years, or by such other Ways and Means as to him the said Sir *Thomas Stapleton*, his Executors, Administrators, or Assigns, should seem meet, to raise and levy such Sum and Sums of Money as should be sufficient from Time to Time to pay and discharge the said Annuity, Arrears, and Costs; and after also stating that the said Annuity of Eight hundred Pounds was then greatly in Arrear, the said *John Walcot* the Nephew, and the said other Complainants, did therefore pray, (amongst other Things), that the said *Francis Fane*, therein mentioned to be the personal Representative of the said Sir *Thomas Stapleton*, might by Mortgage or Sale of the Premises comprised in the said Term of Ninety-nine Years raise such Money as should be sufficient to satisfy the said Annuity of Eight hundred Pounds granted to the said *Dame Rachael Aussen* for her Life as herein-before is mentioned, if the said Premises should be sufficient for that Purpose: And whereas by a Decree or Decretal Order of the said Court of Chancery made in both the said Causes on the Seventeenth Day of *December* One thousand seven hundred and eighty five, it was ordered, that Master *Leeds*, to whom the said Causes stood referred, should tax the Costs of the Parties, and take an Account of the Rents and Profits of the said *Dunston* Estate which had been received by the Defendant Sir *John Dashwood King* the Father, or any other Person or Persons by his Order or for his Use; and it was further ordered, that what should be found due from the Defendant Sir *John Dashwood King* the Father on such Account of Rents and Profits should be applied in Payment of what should be taxed for the said Costs, and then in Payment of the Arrears due of the said Annuity and what should be further reported due in respect thereof; and it was further ordered, that the Deficiency of such Rents and Profits to answer the Purposes aforesaid should be raised by Mortgage or Sale of the said *Dunston* Estate with the Approbation of the said Master and as he should direct; and all proper Parties were to join therein, and in case the same should be raised by Sale, such Sale was to be to the best Purchaser or Purchasers that could be got for the same, to be allowed of by the said Master; and it was further ordered, that the Money to be raised by such Mortgage or Sale should be applied in Payment of such Deficiency accordingly, and in case the same should be raised by Sale, and more should be raised than should be necessary to answer the Purposes aforesaid, it was ordered that the same should be paid into the Bank with the Privity of the Accountant General of the said Court, and be placed to the Credit of the said Causes, subject to the further Order of the said Court: And whereas the said Master *Leeds* by his Report bearing Date the Third Day of *May* One thousand seven hundred and eighty-six, certified that in Obedience to the said recited Decree or Order the said Master *Leeds* caused an Advertisement to be published in the *London Gazette* for the peremptory Sale of the said Manor and other Hereditaments of and in *Dunston* aforesaid, and therein called

Sale of the  
Dunston  
Estate.

Assignment  
from Francis  
Fane to  
George Bur-  
ley in Trust  
for Sir John  
Dashwood  
King.

Assignment  
from George  
Burley and  
Sir John Dash-  
wood King to  
Elizabeth  
Dutens for se-  
curing 3000l

the *Dunston* Estate, on the Third Day of *May* One thousand seven hundred and eighty-six, at which Time *George Burley* of *Lincoln's Inn* Gentleman, having bid before the said Master on Behalf of the said Sir *John Dashwood King* the Father, for the Purchase of the said Estate, the Sum of Four thousand five hundred Pounds, the said Master did allow the said *George Burley*, on Behalf of the said Sir *John Dashwood King* the Father, to be the Purchaser of the said Estate at the Price aforesaid: And whereas by an Order of the said Court made in the same Causes on the Nineteenth Day of the same Month of *May*, the said Report of the Third Day of the same Month of *May* was absolutely confirmed: And whereas by Indenture bearing Date the First Day of *March* One thousand seven hundred and eighty-seven, and made or expressed to be made between the said *Francis Fane* of the First Part, the said Dame *Rachel Austen* of the Second Part, the said Sir *John Dashwood King* the Father, of the Third Part, and the said *George Burley* of the Fourth Part, in Consideration of the Sum of Four thousand five hundred Pounds, paid by the said Sir *John Dashwood King* as therein is mentioned, and for the Considerations therein expressed, the said *Francis Fane* did at the Request and upon the Nomination of the said Sir *John Dashwood King* the Father, and with the Privity, Consent, and Approbation of the said Dame *Rachel Austen*, testified as therein mentioned, bargain, sell and assign unto the said *George Burley* all and singular the Manor and other Hereditaments by the said Indenture of the Thirteenth Day of *August* One thousand seven hundred and sixty-three, bargained, sold and demised unto the said Sir *Thomas Stapleton*, his Executors, Administrators and Assigns, with their Rights, Members and Appurtenances, to hold the same unto the said *George Burley*, his Executors, Administrators and Assigns, for and during all the Residue and Remainder then to come and unexpired of the said Term of Ninety-nine Years, in Trust for the said Sir *John Dashwood King* the Father, his Executors, Administrators and Assigns: And whereas by an Indenture, bearing Date the Third Day of *March* in the said Year One thousand seven hundred and eighty-seven, and made or expressed to be made between the said *George Burley* of the First Part, the said Sir *John Dashwood King* the Father, of the Second Part, and *Elizabeth Dutens* of *Leicester Square* in the said County of *Middlesex*, Widow, of the Third Part, in Consideration of the Sum of Three thousand Pounds to him the said Sir *John Dashwood King* the Father paid by the said *Elizabeth Dutens* and for a nominal Consideration of Ten Shillings to the said *George Burley* paid by the said *Elizabeth Dutens*, the said *George Burley* at the Request and by the Direction of the said Sir *John Dashwood King* the Father, testified as therein is mentioned, and also he the said Sir *John Dashwood King* did according to their respective Rights and Interests in the Hereditaments therein after assigned, bargain, sell, assign, transfer, and let over unto the said *Elizabeth Dutens* the Manor and other the Hereditaments which by the said Indenture of the Thirteenth Day of *August* One thousand seven hundred and sixty-three, were bargained, sold, and demised unto the said Sir *Thomas Stapleton* for the said Term of Ninety-nine Years, and which by the said Indenture of the Second Day of the then Instant Month of *March* One thousand seven hundred and eighty seven, were assigned for all the Residue then to come and unexpired of the said Term of Ninety-nine Years unto the said *George Burley*, his Executors, Administrators, and Assigns, in Trust for the said Sir *John Dashwood King* the Father, his Executors, Administrators, and Assigns, as therein

and

and herein before is mentioned, with their Rights, Members, and Appurtenances, to hold the same unto the said *Elizabeth Dutens*, her Executors, Administrators, and Assigns for all the Residue and Remainder then to come and unexpired of the said Term of Ninety-nine Years, subject to a Proviso or Condition and Covenant or Agreement contained in the said Indenture now in recital for the Redemption of the said Premises, on Payment by the said Sir *John Dashwood King* the Father, his Heirs, Executors, Administrators, or Assigns, unto the said *Elizabeth Dutens*, her Executors, Administrators or Assigns, of the said Sum of Three thousand Pounds, and Interest for the same after the Rate, in the Parts, Shares, and Proportions, and on or at the Days or Times therein for that Purpose mentioned: And whereas by an Indenture bearing Date the Tenth Day of *June* One thousand seven hundred and ninety-one, and made or expressed to be made between the said Sir *John Dashwood King* the Father, of the First Part, *Benjamin Handley* of *Sleaford* in the said County of *Lincoln*, Gentleman, of the Second Part, *John Parkinson*, *Edward Hare*, and *John Hudson*, Gentlemen, Commissioners for carrying into Execution an Act of Parliament of the Twenty-ninth Year of the Reign of His present Majesty, intituled, *An Act for dividing and inclosing the open Common, Fen, and Ings, in the Parish of Dunston, in the County of Lincoln, and for draining and improving certain Parts thereof, and also certain inclosed Low Lands in the said Parish, and in the Parish of Metheringham in the same County*, of the Third Part, and *William Savage* Esquire, of the Fourth Part, it was and is witnessed, that in Consideration of the Sum of Three thousand one hundred and thirty Pounds by the said *William Savage* paid on the Account of the said Sir *John Dashwood King* the Father, as in the said Indenture is mentioned, by the Direction and Appointment as well of the said *John Parkinson*, *Edward Hare*, and *John Hudson*, as of the said Sir *John Dashwood King* the Father, testified as therein mentioned, he the said Sir *John Dashwood King* the Father, by virtue of the Power or Authority to him given by the said Act of Parliament, did charge the Lands and Grounds in *Dunston* aforesaid, by the said Commissioners set out and allotted to him under the Provisions of the said Act, with the Sum of Three thousand one hundred and thirty Pounds to be paid to the said *William Savage*, his Executors, Administrators, and Assigns, together with Interest in the mean Time after the Rate on or at the Days or Times, and in the Manner therein-after mentioned; and by and in the same Indenture now in recital it was further witnessed, that in Consideration of the Sum of Three thousand one hundred and thirty Pounds so by the said *William Savage* paid as therein and herein-before is mentioned, and for further securing the Payment thereof, the said Sir *John Dashwood King* the Father, pursuant to and by force and virtue and in Exercise and Execution of the Power and Authority to him for that Purpose by the said Act given or limited, and of all other Powers and Authorities enabling him in that Behalf, did with such Consent, and so testified as therein before is mentioned, grant, mortgage, lease, demise, and subject to the said *William Savage*, his Executors, Administrators, and Assigns, the Lands and Grounds so by the said Commissioners set out and allotted to him the said Sir *John Dashwood King* the Father as therein-before is mentioned, with their Appurtenances, to hold the same unto the said *William Savage*, his Executors, Administrators, and Assigns, for and during and unto the full End and Term of One thousand Years thenceforth next ensuing and fully to be complete and ended, subject

Mortgage  
from Sir John  
Dashwood  
King to Wil-  
liam Savage.

Will of Sir  
John Dash-  
wood King,  
recited.

nevertheless to a Proviso or Condition and Covenant or Agreement in the Indenture now in recital contained for Redemption of the said Premises, on Payment by the said Sir *John Dashwood King* the Father, or the Owner or Owners for the Time being of the Freehold of the Hereditaments and Premises therein and herein-before mentioned, to the said *William Savage*, his Executors, Administrators, and Assigns, of the Sum of Three thousand one hundred and thirty Pounds, with Interest for the same after the Rate and at the Time therein mentioned: And whereas the said Sir *John Dashwood King* the Father afterwards departed this Life, leaving Two Sons, the said *John Dashwood King*, and *George Dashwood*, and no other Issue Male him surviving, having first duly signed and published his last Will and Testament in Writing, bearing Date the Sixteenth Day of *August* One thousand seven hundred and ninety-three, and thereby he bequeathed all the said Manor of *Dunston*, and all and singular other the Premises comprised in the said Term of Ninety-nine Years, unto his Son the said *George Dashwood*, his Executors, Administrators, and Assigns, for the then Remainder of the said Term of Ninety-nine Years, subject to the said Mortgage Debts; and the said Testator appointed the said *John Dashwood King* the Son, his Second Devisee for Life named in the said Will of the said *Francis Lord Le Despencer*, and his said other Son *George Dashwood*, and the said *John Walcot*, Executors of his said Will, and after his Decease his said Executors duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas on the Decease of the said Sir *John Dashwood King* the Testator, the said *John Dashwood King* his Son became Sir *John Dashwood King* Baronet: And whereas by an Indenture bearing Date the Twentieth Day of the Month of *December* in the Year One thousand eight hundred and eight, and made or expressed to be made between the said Sir *John Dashwood King* the Son, of the First Part, the said *John Parkinson* and *Edward Hare*, surviving Commissioners for putting into Execution an Act of Parliament passed in the Thirty-third Year of the Reign of His present Majesty, intituled, *An Act for dividing and inclosing the Open and Common Fields and Heath, Common Pasture and Waste Lands in the Parish of Dunston in the County of Lincoln*, of the Second Part, and the said *William Savage* of the Third Part, after certain Recitals, by which it appeared that the said Commissioners had directed the Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence to be paid by the said Sir *John Dashwood King* the Father as his Quota of the Rate made by them for defraying the Expence of passing the said Act, and that the said Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence was accordingly paid to or to the Order of the said Commissioners by the said Sir *John Dashwood King* the Father, as appeared by a Receipt in Writing signed by the Clerk to the said Commissioners, and dated the Twenty-third Day of *January* One thousand seven hundred and ninety-four, and reciting that the said Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence did not exceed Forty Shillings for every Acre of the said Lands and Grounds, and reciting that the said Sir *John Dashwood King* the Father borrowed the said Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence from the said *William Savage*, and that the said Sir *John Dashwood King* the Father and Sir *John Dashwood King* the Son, were successively Tenants for Life of the Lands and Grounds allotted to the said Sir *John Dashwood King* the Father as aforesaid, and that the said *John Dashwood King* the Son was then desirous of securing to the said *William Savage*, his Executors, Ad-  
ministrators,



ministrators, and Assigns, the Payment of the said Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence, with Interest for the same, by exercise of the Powers expressed and contained in the said last mentioned Act, it was and is witnessed, that in Consideration of the said Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence so borrowed by the said Sir *John Dashwood King* the Father, from the said *William Savage*, and by the said Sir *John Dashwood King* the Father paid over to or to the Order of the said Commissioners as therein-before is mentioned, he the said Sir *John Dashwood King* the Son, in exercise of the recited Power or Authority given to him by the said Act as aforesaid, and all other Powers him thereto enabling, and with the Privity and Approbation of the said *John Parkinson* and *Edward Hare*, did charge all and singular the Lands and Grounds which the said Sir *John Dashwood King* the Son was under the said recited Act entitled to charge, and every of them, and every Part and Parcel thereof, with the Payment of the Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence to the said *William Savage*, his Executors, Administrators, and Assigns; and it was in and by the said Indenture also witnessed that in consideration of the said Sum of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence, and for further securing the Payment thereof, with lawful Interest for the same, to the said *William Savage*, his Executors, Administrators, and Assigns, and in exercise of the said recited Power and Authority, and every other Power and Authority enabling him in this Behalf, and with the Consent and Approbation of the said *John Parkinson* and *Edward Hare*, he the said Sir *John Dashwood King* the Son did grant, mortgage, lease, and demise to the said *William Savage*, his Executors, Administrators, and Assigns, all and singular the Lands and Grounds and other Hereditaments, which by virtue of the said last-mentioned Act the said Sir *John Dashwood King* the Son was entitled to charge and demise as therein-before is mentioned or referred to, with their Appurtenances, to hold the same unto the said *William Savage*, his Executors, Administrators, and Assigns, for and during the Term of One thousand Years thenceforth next ensuing and fully to be complete and ended, subject nevertheless to a Proviso or Condition in the Indenture now in recital contained for making void the same on Payment by the said Sir *John Dashwood King* the Son, or the Person for the Time being entitled to the Remainder or Reversion of the Hereditaments and Premises herein-before mentioned to be thereby demised, subject to or expectant on the said Term of One thousand Years, unto the said *William Savage*, his Executors, Administrators, or Assigns, of Eight hundred and forty-three Pounds Ten Shillings and Eight-pence, and Interest after the Rate, at the Time, and in manner therein mentioned: And whereas the said *George Dashwood* intermarried in the Year One thousand seven hundred and ninety-four with *Elizabeth Callandar* Spinster: And whereas the said *George Dashwood* departed this Life without Issue, and Intestate, on or about the Twenty-second Day of June One thousand eight hundred and one, and Administration of his Goods, Rights, and Credits, was granted by the Prerogative Court of the Archbishop of *Canterbury* to *Elizabeth* his Widow: And whereas the said Sir *John Dashwood King* the Son was the only Brother, and *Sarah Walcot*, the Wife of the said *John Walcot* the Son of the said *Charles Walcot* the Father, and *Elizabeth*, the Wife of *William Lechmere* Esquire, were the only Sisters of the said *George Dashwood*; and under the Statutes for the Dis-

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tribution

Assignments  
from Eliza-  
beth Dash-  
wood and  
others to  
R. Minshull in  
Trust for Sir  
John Dash-  
wood King.

tribution of the Estates of Intestates one undivided Moiety or equal Half Part or Share of the Residue of the Personal Estate of the said *George Dashwood* belonging to the said *Elizabeth Dashwood* his Widow, and the other Moiety of the same was devisable among the said Sir *John Dashwood King* the Son, and the said *Sarah* the Wife of the said *John Walcot* the Son of the said *Charles Walcot* the Father, and the said *Elizabeth*, the Wife of the said *William Lechmere*, in equal Shares, so that Three equal Sixth Parts or Shares of the said Manor and Premises comprized in the said Term of Ninety-nine Years belonged to the said *Elizabeth Dashwood*, and one undivided Sixth Part or Share of the same belonged to each of them the said Sir *John Dashwood King* the Son, *Sarah Walcot*, and *Elizabeth Lechmere*, subject and charged as herein-before is mentioned: And whereas by an Indenture of Five Parts, bearing Date the Twenty-sixth Day of *March* One thousand eight hundred and four, and made or expressed to be made between the said *Elizabeth Dashwood* the Widow and Relict of the said *George Dashwood*, of the First Part, the said *John Walcot* the Son of the said *Charles Walcot* the Father, and the said *Sarah* his Wife, of the Second Part, the said *William Lechmere* and *Elizabeth* his Wife of the Third Part, and the said Sir *John Dashwood King* the Son, of the Fourth Part, and *George Rowland Minshull*, of *Serjeant's Inn, Fleet Street*, in the City of *London*, Esquire of the Fifth Part; it is witnessed that in Consideration of the Sum of Four thousand and sixty-five Pounds Eight Shillings to the said *Elizabeth Dashwood*, and of the Sum of One thousand three hundred and fifty-five Pounds Two Shillings and Eight-pence to the said *John Walcot* the Son of the said *Charles Walcot* the Father, and *Sarah* his Wife, and in Consideration of the Sum of One thousand three hundred and fifty-five Pounds Two Shillings and Eight-pence to the said *William Lechmere* and the said *Elizabeth* his Wife, paid by the said Sir *John Dashwood King* the Son, amounting altogether to the Sum of Six thousand seven hundred and seventy-five Pounds Thirteen Shillings and Four-pence, and which is thereby declared to be the full Price or Consideration to be paid by the said Sir *John Dashwood King* the Son for the Purchase of the Shares of the said *Elizabeth Dashwood*, *John Walcot* the Son of the said *John Walcot* the Father and *Sarah* his Wife, and *William Lechmere* and *Elizabeth* his Wife, of and in the said Manor and other the Premises comprized in the said Term of Ninety-nine Years, and for a nominal Consideration of Ten Shillings by the said *George Rowland Minshull* paid to the said *Elizabeth Dashwood*, *John Walcot* the Son of the said *Charles Walcot* the Father, and *Sarah* his Wife, and *William Lechmere* and *Elizabeth* his Wife, they the said *Elizabeth Dashwood*, *John Walcot* the Son of the said *Charles Walcot* the Father, and *Sarah* his Wife, and *William Lechmere* and *Elizabeth* his Wife, did, according to their several and respective Shares and Interests in the said Manor and Premises, and by the Direction and upon the Nomination of the said Sir *John Dashwood King* (the Son), testified as therein mentioned, bargain, sell, and assign unto the said *George Rowland Minshull*, his Executors, Administrators, and Assigns, all and every the Parts and Shares and Part and Share of the said *Elizabeth Dashwood*, *John Walcot* the Son of the said *Charles Walcot* the Father, and *Sarah* his Wife, and *William Lechmere* and *Elizabeth* his Wife, and each and every of them, of and in the said Manor and other the Premises comprized in and demised by the said Indenture of the Thirteenth Day of *August* One thousand seven hundred and sixty-three,

as herein-before is mentioned, with their Appurtenances, to hold the same but subject and charged as herein-before is mentioned unto the said *George Rowland Minshull*, his Executors, Administrators, and Assigns, for all the Residue and Remainder then to come and unexpired of the said Term of Ninety-nine Years, in Trust for the said Sir *John Dashwood King* the Son, his Executors, Administrators, and Assigns, and to assign and dispose of the same respectively as he or they should direct or appoint: And whereas the said Sir *John Dashwood King* the Son in the Year One thousand seven hundred and eighty-nine, intermarried with *Mary Broadhead* Spinster: And whereas the said Sir *John Dashwood King* the Son hath Issue by her Five Sons, (*videlicet*,) *George Henry Dashwood*, now an Infant of the Age of Seventeen Years, or thereabouts, *Francis Dashwood*, now an Infant of the Age of Sixteen Years, or thereabouts, *John Richard Dashwood*, now an Infant of the Age of Thirteen Years, or thereabouts, *Edwin Dashwood*, now an Infant of the Age of Twelve Years, or thereabouts, and *Henry Dashwood*, now an Infant of the Age of Eight Years, or thereabouts, and no other Son: And whereas the said *Francis Dashwood* the Devisee for Life under the Will of the said *Francis Lord Le Despencer* hath no Son: And whereas the said *Charles Walcot* the Father hath long since departed this Life, leaving Issue Two Sons, namely, the said *John Walcot* his eldest Son, and the said *Charles Walcot* his Second Son, and no other Son: And whereas the said *John Walcot*, the eldest Son of the said *Charles Walcot* the Father, some Time in the Year One thousand seven hundred and eighty-eight, intermarried with *Sarah Dashwood* Spinster, and hath Issue by her a Son called *Charles Walcot*, and no other Son: And whereas the said *Charles Walcot*, the second and only younger Son of the said *Charles Walcot* the Father, some Time in the Year One thousand eight hundred intermarried with *Ann Tomkins*, and hath Issue by her one Son called *John Walcot*, and no other Son: And whereas the said *John Walcot* the Nephew of the said *Francis Lord Le Despencer*, hath no Issue: And whereas the said *Francis Skipwith* hath departed this Life without Issue: And whereas the said *Thomas Lord Le Despencer*, in the Year One thousand seven hundred and ninety-one, intermarried with *Elizabeth Elliot*, and hath Issue by her Four Sons, namely, the Honourable *Thomas Stapleton*, the Honourable *William Stapleton*, the Honourable *Miles John Stapleton*, and the Honourable *Francis Jarvis Stapleton*, and no other Son: And whereas the said *William Stapleton* intermarried with *Anna Maria Keppel*, and hath had Issue by her Two Sons, namely, *John Horace Thomas Stapleton* and *Francis William Stapleton*, and no other Son; and the said *Francis William Stapleton* died in the Month of *March* last past: And whereas the said *Charles Vere Dashwood*, some Time in the Year One thousand seven hundred and sixty-five, intermarried with *Diana Dashwood*; and *Charles Armand Dashwood* is their eldest Son, who hath attained his Age of Twenty-one Years: And whereas all of them the said *Charles Walcot* the Son of the said *John Walcot*, the eldest Son of the said *Charles Walcot* the Father, and the said *John Walcot* the Son of the said *Charles Walcot*, the Second Son of the said *Charles Walcot* the Father, and the said *Thomas Stapleton*, *William Stapleton*, *Miles John Stapleton*, *Francis Jarvis Stapleton*, and *John Horace Thomas Stapleton*, are under the Age of Twenty-one Years: And whereas the said *Anthony Todd*, *Richard Levett*, and *Daniel Macnamara*, are all dead: And whereas all the Debts and Legacies charged on the said Estates devised by the Will of the said *Francis Lord Le Despencer* in case the Personal Estate should not be sufficient for

Issue of Sir  
John Dash-  
wood King,  
&c.

Issue of Lord  
Le Despencer.

that Purpose, have been paid and discharged out of the Testator's Personal Estate: And whereas the Estate at *Dunston* afore said in the said County of *Lincoln*, devised by the said Will of the said *Francis* Lord *Le Despencer* is particularly mentioned in the Schedule to this Act, and the said Schedule shows the Annual Rent thereof: And whereas the said Estate in the said County of *Lincoln* lies detached, and at a Distance from the other Estate devised by the Will of the said *Francis* Lord *Le Despencer*, and it is highly desirable that the said Estate at *Dunston* afore said should be sold, and the Money arising by the Sale thereof applied in the Discharge of the said Mortgage Debts of Three thousand one hundred and thirty Pounds, and Eight hundred and forty-three Pounds Ten Shillings and Eight-pence, and the Interest thereof respectively; and that the Surplus thereof should be laid out in the Purchase of other Estates, lying contiguous to or convenient to be held with the said other Estates devised by the said Will of the said *Francis* Lord *Le Despencer*; but by reason of the Limitations in strict Settlement contained in the said Will of the said *Francis* Lord *Le Despencer* the same cannot be carried into Execution without the Aid or Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said Sir *John Dashwood* King the Son, for himself and on the Behalf of the said *George Henry Dashwood*, *Francis Dashwood*, *John Richard Dashwood*, *Edwin Dashwood*, and *Henry Dashwood*, and the said *Francis Dashwood*, and the said *John Walcot* the Son of the said *Charles Walcot* the Father, for himself, and on the Behalf of the said *Charles Walcot* his Son, and the said *Charles Walcot* the Son for himself and on the Behalf of the said *John Walcot* his Son, and the said *J hn Walcot* the Nephew of the said *Francis* Lord *Le Despencer*, and the said *Thomas* Lord *Le Despencer*, for himself and on the Behalf of the said *Thomas Stapleton*, *William Stapleton*, *Mil's John Stapleton*, and *Francis Jarvis Stapleton*, his Sons, and the said *William Stapleton*, for himself and on the Behalf of the said *John Horace Thomas Stapleton* his Son, and the said *Charles Vere Dashwood* the Father and *Charles Armand Dashwood* the Son, for themselves respectively, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the Manor or Lordship or reputed Manor or Lordship of *Dunston* in the said County of *Lincoln*, and all Messuages, Lands, Tenements, and Hereditaments within the said Manor or Lordship, or reputed Manor or Lordship of *Dunston*, or in the Parish or Place of *Dunston* in the said County of *Lincoln*, which were devised by the said Will of the said *Francis* Lord *Le Despencer*, and which by virtue of the Provisions contained in the said herein-before in Part mentioned Act of Parliament, or either of them, have not been taken or divested from the Devisees of the Will of the said *Francis* Lord *Le Despencer*, with their respective Rights, Members, and Appurtenances, and also all and singular the Messuages or Tenements, Lands and Hereditaments which by virtue or under the Provisions of the said Acts, or either of them, have been assigned, allotted, or awarded to the said Devisees of the Will of the said *Francis* Lord *Le Despencer*, all which said Messuages, Lands, Tenements, and Hereditaments are intended to be particularly mentioned in the Schedule to this Act, with their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Yearly and other Rents, Issues, and Profits of all and singular the same Hereditaments, shall from and after the passing of this Act be vested in *Charles*

*Butler*.

The Manor of *Dunston* devised by the Will of *Francis* Lord *Le Despencer*, vested in Trustees,

*Butler of Lincoln's Inn* in the County of *Middlesex*, Esquire, and *George Rowland Minshull* of *Aston Clinton* in the County of *Bucks*, Esquire, their Heirs and Assigns, according to the Nature and Quality of the said Hereditaments; and absolutely and for ever freed and discharged of and from all and singular the Uses, Estates, Intails, Remainders, Limitations, Trusts, Charges, Powers, Provisoos, and Declarations, which in and by the said Will of the said *Francis Lord Le Despencer*, or the said Acts of Parliament, or either of them, are subsisting or capable of taking Effect, in the said Manor or Lordship, or reputed Manor or Lordship, Messuages, Lands, Tenements, and other Hereditaments, and of and from the said Terms of Ninety-nine Years, One thousand Years, and One thousand Years respectively, but upon and for such Trusts, Intents, and Purposes and subject to such Provisoos and Declarations as are herein-after expressed and contained concerning the same.

II. And be it further enacted, That they the said *Charles Butler*, and *George Rowland Minshull*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, as soon as conveniently may be, sell and dispose of all and singular the said Manor or Lordship, or reputed Manor or Lordship, Messuages, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, either together or in Parcels, and either by Public Auction or Sale, or Private Contract, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof for such Price or Prices as to the said *Charles Butler* and *George Rowland Minshull*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall seem reasonable; and do and shall upon Payment of the Purchase Money or Purchase-Monies as herein-after is directed, convey and assure the Hereditaments so to be sold, with the Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, absolutely, or otherwise as he or they shall direct or appoint, freed and discharged as aforesaid.

who may sell and convey the same.

III. And be it further enacted, That the Sale or Sales and Conveyance or Conveyances herein-before directed to be made, shall during the Life of the said *Sir John Dashwood King* (the Son) be made with the Consent in Writing of him the said *Sir John Dashwood King* (the Son), and after his Decease shall be made with the Consent in Writing of the Person who for the Time being shall, under the Limitations and Devises contained in the said Will of the said *Francis Lord Le Despencer*, be entitled to such of the Estates thereby devised as are situate in the said Counties of *Middlesex*, *Bucks*, *Oxford*. and *Kent*, if such Person shall be of full Age, but if such Person shall be under Age, then with the Consent in Writing of the Guardian or Guardians of such Person for the Time being.

Consent of the Person entitled to the Estates necessary to the Sale and Conveyance.

IV. And be it further enacted, That the Money arising from the said Sale or Sales as shall be paid by the Purchaser or Purchasers of the said Hereditaments in Manner herein-after mentioned (that is to say), while the said Sums of Three thousand one hundred and thirty Pounds, and Eight hundred and forty-three Pounds Ten Shillings and Eight-pence, secured by the said Indentures of the Tenth Day of *June* One thousand seven hundred and ninety-one, and the Twentieth Day of *December* One thousand eight hundred and eight, or either of them, or any Part of the same re-

Purchase Money how to be applied.

respectively, shall be due and owing to the said *William Savage*, his Executors, Administrators, or Assigns, the Purchaser or Purchasers of the said Hereditaments shall pay his or their Purchase-Money, or a competent Part thereof, in or towards the Discharge of the Sums of Three thousand one hundred and thirty Pounds, and Eight hundred and forty-three Pounds Ten Shillings and Eight-pence, or such of them or such Part thereof, as is or are or shall be a Charge on the said Hereditaments comprised in the said Purchase or Purchases, and after the Payment and Discharge of the said Sums of Three thousand one hundred and thirty Pounds, and Eight hundred and forty-three Pounds Ten Shillings and Eight-pence, the Purchaser or Purchasers of the said Hereditaments shall pay his or their Purchase Money into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, *ex parte* the Purchaser or Purchasers of the *Lincolnshire* Estates of the said *Francis Lord Le Despencer*, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-fourth; and as soon as conveniently may be after such Monies shall have been so paid in as aforesaid, a competent Part thereof shall, upon a Petition to be preferred to the Court of Chancery in a summary Way by the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments to be purchased therewith, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his or their Guardian or respective Guardians during his or their Minority or respective Minorities, be applied in the Discharge of the Costs, Charges, and Expences of applying for and passing this Act, and of the Steps preparatory thereto, and also the Costs, Charges, and Expences attending the Execution of the several Trusts and Powers hereby created and given, and the Residue or Surplus of such Monies, when so paid in, shall upon a Petition to be preferred to the said Court of Chancery by the Person and in the Manner herein-before mentioned, be laid out and invested under the Directions of the said Court in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments of an Estate of Inheritance in Fee Simple contiguous to or convenient to be held with such of the said Estates devised by the said Will of the said *Francis Lord Le Despencer* as are situate in the said Counties of *Middlesex*, *Bucks*, *Oxford*, and *Kent*, or some or one of them; and that all and every the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased, shall, under the Direction of the said Court, be conveyed, settled, and assured, to, for, upon, and subject to such of the Uses, Estates, Trusts, Powers, Provisoos, and Limitations in the said Will of the said *Francis Lord Le Despencer*, and the said Indenture of the Thirteenth Day of *August* One thousand seven hundred and sixty-three, in like Manner as the said *Dunston* Estate was subject unto at and immediately before the passing of this Act, limited, expressed, created and declared of and concerning the said Manor or Lordship or reputed Manor or Lordship, Messuages, Lands, and other Hereditaments by this Act vested in the said Trustees, and their Heirs and Assigns, to be sold as aforesaid, as shall at the Time of such Purchase or Purchases be existing, undetermined and capable of taking Effect.

Persons entitled to enjoy the Estates till Sale.

V. And be it further enacted, That in the mean Time and until such Sale or Sales shall be made of the said Hereditaments hereby made saleable

able as aforesaid, they the said *Charles Butler* and *George Rowland Minshull*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor shall permit and suffer the said Hereditaments and Premises, or so much thereof as shall from Time to Time remain unsold, to be held and enjoyed and the Rents, Issues, and Profits thereof to be had, received and taken by or for the Benefit of such Person or Persons as would have been entitled and ought to have held, received, and enjoyed the same, in case this Act had not been made.

VI. And be it further enacted, That until a proper Purchase can be found upon which the Money arising from the said Sale or Sales can be laid out or invested, the same shall from Time to Time be laid out and invested, under the Directions of the said Court of Chancery, in the Purchase of Navy or Victualling Bills or of Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy or Victualling Bills or Exchequer Bills, and the Money 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 and Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a Purchase or Purchases shall be found and approved as before directed, and until the same shall, under the Direction of the said Court of Chancery, be so ordered by the said Court to be sold by the said Accountant General for the completing of such Purchase or Purchases; and if the Money arising by Sale of such Navy, Victualling Bills or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Court of Chancery to direct the Investment of Money till Purchases are made.

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, her, or their Purchase Money or Purchase Monies, 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, her, and their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money or Purchase Monies for which such Certificate and Certificates shall be given; and after filing such Certificate or Certificates, and such Receipt or Receipts as aforesaid given, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the same Monies, and not be obliged to see to the Application, nor be in any Manner answerable or accountable for the Loss, Misapplication, or Non-application thereof.

Payment into the Bank to be certified.

VIII. Provided always, and be it hereby further enacted, That if the said *Charles Butler* and *George Rowland Minshull*, or either of them, or any Trustee or Trustees to be appointed in the Stead of them or either of

Appointment of new Trustees in case of Demise, &c.

them

them as herein-after is mentioned, shall die or be desirous of being discharged from the Trusts hereby created, then and in any such Case it shall be lawful for the said Court of Chancery, upon a Petition to be presented in a summary Way by the said Sir *John Dashwood King* the Son, during his Life, and after his Decease by the Person or Persons so for the Time being entitled as herein-before is mentioned, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age then by his, her, or their Guardian or Guardians, or the Person or Persons acting as such during his, her, or their Minority or respective Minorities, to appoint the Person or Persons to be proposed in the said Petition, or any Person or Persons named by the Court to be Trustee or Trustees in the Place of the Trustee or Trustees so dying or desiring to be discharged, and thereupon the said Hereditaments and Premises hereby directed to be sold, or such of them as shall from Time remain unsold, shall with all convenient Speed be conveyed and transferred in such Sort and 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 and for the Trusts, Intents, and Purposes herein-before declared of and concerning the same, or such of them as shall be then subsisting and capable of taking Effect; and 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 substituted.

Expences of this Act may be settled by Order of the Court of Chancery.

IX. And be it further enacted, That it shall be lawful for the Court of Chancery from Time to Time to make any Order for the taxing and settling all Costs, Charges, and Expences, which have been or shall be incurred in obtaining and passing this Act, and of making the several Applications to the said Court in pursuance thereof, and in making and completing the Sale and Sales of the Lands and Hereditaments hereby made saleable, and investing all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Lands and Hereditaments according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into Execution, and from Time to Time to make an Order for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from any Sale or Sales of any Lands or Hereditaments under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Monies arising by the Sale of the Navy, Victualling or Exchequer Bills to be purchased as aforesaid, and also to make any Order or Orders for the Appointment of any new Trustee or Trustees, and to make any other Order, or give any other Direction or Directions touching or concerning this Act, or the carrying the same into Execution, or in any Manner touching or relating thereto.

General Saving.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, and Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators and Assigns, (other than and except the said Sir *John Dashwood King* the Son, and the said *George Henry Dashwood*, *Francis Dashwood*, *John Richard Dashwood*, *Edwin Dashwood*, and *Henry Dashwood*, the Sons of the said Sir *John Dashwood King* the Son, and the Heirs Male of their



their respective Bodies, and any and every Son hereafter to be born to the said Sir *John Dashwood King* the Son, and the Heirs Male of the Body and respective Bodies of any and every such Son, and the said *Francis Dashwood* the Devisee for Life under the Will of the said *Francis Lord Le Despencer*, and the first and other Sons of him the said *Francis Dashwood*, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, and the said *John Walcot* the eldest Son of the said *Charles Walcot* the Father, and the said *Charles Walcot* the Son of the last-named *John Walcot*, and the Heirs Male of his Body, and every Son and Sons hereafter to be born to the said last-named *John Walcot*, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, and the said *Charles Walcot* the Second Son of the said *Charles Walcot* the Father, and the said *John Walcot* the Son of the said *Charles Walcot* the Son, and the Heirs Male of his Body, and the Sons and Son hereafter to be born to the said *Charles Walcot* the Second Son of the said *Charles Walcot* the Father, and the said *John Walcot* the Nephew of the said *Francis Lord Le Despencer*, and the first and every other Son born or to be born to the last-named *John Walcot*, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, and the said *Thomas Lord Le Despencer*, and the said *Thomas Stapleton*, *William Stapleton*, *Miles John Stapleton*, and *Francis Jarvis Stapleton*, the Sons of the said *Thomas Lord Le Despencer*, and the Heirs Male of their several and respective Bodies, and the Son and Sons hereafter to be born to the said *Thomas Lord Le Despencer*, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, and the said *William Stapleton* the Brother of the said *Thomas Lord Le Despencer*, and the said *John Horace Thomas Stapleton* the Son of the said *William Stapleton*, and the Heirs Male of their several and respective Bodies, and the Son and Sons hereafter to be born to the said *William Stapleton*, and the Heirs Male of the Body and respective Bodies of such last mentioned Son and Sons, and the said *Charles Vere Dashwood* the Father, and the said *Charles Armand Dashwood* his Son, and the Heirs Male of their respective Bodies, and all other Sons of the said *Charles Vere Dashwood* the Father, and the Heirs Male of their respective Bodies, and the right Heirs of the said *Francis Lord Le Despencer*, and the right Heirs of the said Sir *John Dashwood King* the Father, and all and every other Person or Persons claiming or to claim any Estate, Right, Title, Interest, Inheritance, Use, Trust, Claim, or Demand whatsoever, in, to, or out of the several Hereditaments hereby made saleable as aforesaid, or any Part thereof, under or by virtue of the said Will of the said *Francis Lord Le Despencer*, or any Limitation or Clause therein contained, other than and except the said *Elizabeth Dutens*, her Executors, Administrators, and Assigns, and the said *William Savage*, his Executors, Administrators, and Assigns, in respect of their said Mortgage Debts and the Interest of the same respectively) all such Estate, Right, Title, or Interest of, in, to, or out of the said several Messuages, Lands, Tenements, and Hereditaments hereby vested and made saleable as aforesaid, or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

XI. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof by all Judges, Justices, and others.

Evidence  
Clause.

## The SCHEDULE to which the foregoing Act refers.

In the Parish of Dunston, in the County of Lincoln.	Quantity.			Annual Rent.		
	A.	R.	P.	£.	s.	d.
John Lupton	74	2	12	44	15	—
William Young	23	3	14	20	5	3
Edmund Lupton	4	0	0	3	1	3
Henry Yates	12	0	11	10	5	1
John Winter	0	3	17	1	9	1
William Staples	0	0	38	1	11	9
Joseph Sharp	30	0	7	22	10	8
William Wells, late Roe	3	3	4	3	15	6
John Howard's Executors	1	2	34	1	10	9
John Smith	1	2	15	1	2	4
Thomas Hall	53	0	0	49	2	—
Ellis and Writton	80	3	3	69	4	—
Thomas Hall	246	2	28	199	1	5
Thomas Foster	281	1	39	228	15	3
John Howard's Executors	208	2	17	156	8	10
John Lupton	63	3	25	57	10	3
William Wells, late Roe	53	0	28	47	17	2
William Young	35	0	12	33	5	9
Joseph Sharpe	62	0	28	46	12	8
George Wells	12	2	26	12	7	9
Henry Yates	24	1	38	15	18	3
Jonathan Robinfon	252	3	10	120	—	—
John Turner	14	1	38	17	8	—
John Gaunt	17	3	30	17	7	—
James Beefon	41	2	26	37	9	10
Edward Parrish	71	1	16	65	2	6
William Staples	13	0	39	9	8	8
John Winter	8	1	37	8	12	—
Samuel Crupper	107	3	12	86	5	6
William Norton	12	0	9	11	8	6
John Newby	11	2	21	9	7	6
Thomas Foster	11	1	31	12	11	—
John Smith	2	1	19	3	6	—
Ann Wife	0	0	23	1	4	—
John Staples	0	0	9	1	—	—
Ann Kirk	0	0	16	1	—	—
John Mettham	0	1	24	1	16	—
Elizabeth Hall	0	0	33	1	6	—
John Franklin	0	0	12	1	—	—
Thomas Jow	14	0	32	14	14	—
In Hand, the Water Meadow, Clofe, and the Pillar Plantations	34	1	27	25	18	4
	1,189	2	30	1,473	4	10

There is no Timber upon the Estate of a proper Age to be cut ; but there are Plantations of young thriving Wood, which are estimated to be worth about £.700.

*John Parkinson.*