



ANNO QUINQUAGESIMO SECUNDO

# GEORGI II. REGIS.

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## Cap. 202.

An Act for enabling the Trustees of the settled Estates of *Edmond Waller* Esquire, deceased, to raise Money upon Mortgage of the same Estates, for the Purpose of satisfying the Fines payable to the Bishop of *Winchester*, for the Lease of the Manor of *Moreton*, in the County of *Buckingham*; and for vesting the said Leasehold Premises in the Trustees, upon Trusts corresponding to the Uses of the settled Estates. [18th July 1812.]

**W**HEREAS *Edmond Waller*, late of *Hall Barn*, in the Parish of *Beaconsfield*, in the County of *Buckingham*, Esquire, by his last Will and Testament, in Writing, bearing Date the Twelfth Day of *June* One thousand seven hundred and sixty, and attested in such Manner as the Law requires for the Validity of Devises of Freehold Estates, (amongst other Things), gave and devised unto his Son *Robert Waller* (now of *Stoke*, in the said County of *Buckingham*, Esquire) an Annuity or Yearly Rent Charge of Three hundred Pounds, clear of Taxes and Deductions, to be paid out of the said Testator's Estates at *Moreton*, in the said County of *Buckingham*, and at *Hasseltou*, in the County of *Gloucester*, in Manner therein and herein-after mentioned, (that is to say), One hundred and ten Pounds, Part thereof, out of his said Estate at *Moreton* aforesaid, and One hundred and ninety Pounds, Residue thereof;

Will of Edmond Waller the Testator, 12th June, 1760.

[Loc. & Per.]

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out of his said Estate at *Hasseltou* aforesaid, by equal Half-yearly Payments; and he thereby gave and devised all and every his Manors, Messuages, Lands, Tenements, and Hereditaments, and all his Annuities or Rent Charges issuing out of any Lands or Tenements, situate and being in the said Counties of *Buckingham* and *Gloucester*, or elsewhere, in the Kingdom of *England*, whereof or wherein he, or any other Person or Persons in Trust for him, had any Estate or Inheritance in Fee Simple, in Possession, Reversion, Remainder, or Expectancy, (not therein-before devised or disposed of,) charged and chargeable with the said Annuity during the Life of his said Son *Robert Waller*, unto *William Aislaby* Esquire, *Richard Lockwood* Esquire, and the said Testator's Brother, *Harry Waller* Esquire, and their Heirs, upon Trust, in the First Place, that they said *William Aislaby*, *Richard Lockwood*, and *Harry Waller*, and the Survivors and Survivor of them, his or their Heirs, should, by Mortgage or Sale of such Part of his Manors, Lands, Tenements, and Hereditaments, in the said Counties of *Buckingham* and *Gloucester*, or elsewhere in the Kingdom of *England*, so devised to them as aforesaid, as they should think fit, raise such Sum and Sums of Money as might be wanting to pay and discharge the several Debts which should be due and owing from him by Mortgage or otherwise, at the Time of his Decease, and also his Legacies and Funeral Expences; and from and after Payment of his Debts, Legacies, and Funeral Expences, and subject to the Payment of the said Annuity as aforesaid, then, in Trust, that his said Manors, Lands, Tenements, and Hereditaments, or so much or such Parts thereof as should remain unfold and undisposed of, should be to the Use of the said *William Aislaby*, *Richard Lockwood*, and *Harry Waller*, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, from the Time of his Death, without Impeachment of Waste, upon certain Trusts in the said Will declared in Favour of the said Testator's Wife; with Remainder to the Use of the said Testator's eldest Son, *Edmund Waller*, for his Life, without Impeachment of Waste; Remainder to the Use of the said Trustees and their Heirs, during the Life of his said Son *Edmund Waller*, in Trust to preserve contingent Remainders; Remainder to the Use of the said Testator's Grandson, *Edmund Waller*, for his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs, during the Life of his said Grandson *Edmund Waller*, in Trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the Body of his said Grandson, *Edmund Waller*, successively, in Tail Male; Remainder to the Use of the said Testator's Grandson, *Harry Waller*, for his Life, without Impeachment of Waste; Remainder to the Use of the said Trustees, and their Heirs, during the Life of his said Grandson, *Harry Waller*, in Trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of his said Grandson, *Harry Waller*, successively, in Tail Male; Remainder to the Use of the Third and every other Son of the Body of the said Testator's said Son, *Edmund Waller*, successively, in Tail Male; Remainder to the Use of the said Testator's Son, *Stephen Waller*, for his Life, without Impeachment of Waste; Remainder to the Use of the same Trustees, and their Heirs, during the Life of his said Son, *Stephen Waller*, in Trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the Body of the said *Stephen Waller*, successively, in Tail Male; Remainder to the Use of the said

Testator's

Testator's Son, the said *Robert Waller*, for his Life, without Impeachment of Waste; Remainder to the Use of the same Trustees and their Heirs, during the Life of his said Son, *Robert Waller*, in Trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son of the Body of the said *Robert Waller*, successively, in Tail Male; Remainder to the Use of the Fourth and every other Son of the said Testator's own Body, successively, in Tail Male; Remainder, in case any Wife of the said Testator should be *ensient* at the Time of his Decease, to the Use of the said Trustees and their Heirs, until such Wife should be delivered of such Child, or die, in Trust for the Persons who should be next in Reversion or Remainder, under the Limitations of his said Will; Remainder to the Use of every posthumous Son of the said Testator, successively, in Tail Male; with Remainder, as to all and singular the said Testator's Manors, and other Hereditaments, in the said County of *Buckingham*, to the Use of his said Brother, *Harry Waller*, and his Heirs; and as to all and singular his Manors, and other Hereditaments, in the said County of *Gloucester*, to the Use of the said Testator's own right Heirs for ever: And the Testator, by his said Will, gave, devised, and bequeathed all his Manor of *Moreton*, in the said County of *Buckingham*, and all other his Lands and Hereditaments, in the Parishes of *Denton* and *Stone*, or elsewhere, in the said County of *Buckingham*, which he held of the Bishop of *Winchester*, under a Lease for Lives, unto the said *William Aislaby* and *Richard Lockwood*, and his said Brother, *Harry Waller*, his said Trustees, and their Heirs, in Trust for his said Son, *Edmund Waller*, and his Assigns, for his Life; and after the Decease of the said *Edmund Waller*, the Son, in Trust for such Person as should, by virtue of the said Testator's Will, be entitled to the Freehold or Inheritance of the Hereditaments in the said Counties of *Buckingham* and *Gloucester*, therein-before limited in Use to the said *Edmund Waller*, the Son, for Life, with such Remainders over as therein-before was mentioned (so far as the Nature of the said Leasehold Premises would admit, and by the Rules of Law or Equity they might); and the said Testator appointed the said *William Aislaby* and *Richard Lockwood*, and his said Brother, *Harry Waller*, Executors of his said Will: And whereas the said Testator, *Edmund Waller*, afterwards duly signed and published a Codicil to his said Will, which Codicil bears Date the Eighth Day of *July* One thousand seven hundred and sixty-two, whereby, after reciting that he had purchased several Lands and Premises since the making of his said Will, he invested the same in the said Trustees to his said last Will and Testament, for the said Uses as all his other Estates, Lands, and Tenements, in the said Counties of *Buckingham* and *Gloucester*, were vested in them: And whereas the said Testator duly made and published a Second Codicil to his said Will, which Second Codicil bears Date the Fourth Day of *January* One thousand seven hundred and sixty-five, whereby, after making some pecuniary Bequests, he bequeathed to his Daughter, *Jenny Waller*, an Annuity for her Life of One hundred Pounds, clear of all Taxes and Deductions, out of his Estate in the Parish of *Beaconsfield* aforesaid; and thereby confirmed his said Will and First Codicil, and did thereby vest in his said Trustees and Executors, for the same Uses, all the Lands that he might thereafter purchase in the said Counties of *Buckingham* and *Gloucester*: And whereas the said *Edmond Waller*, the Testator, after the making of his said recited Will, by an Indenture bearing Date the

the Twenty-sixth Day of *June* One thousand seven hundred and sixty, and made; or expressed to be made, between the said *Edmond Waller* the Testator of the one Part, and his said Son, *Robert Waller*, of the other Part, charged a Farm, situate at *Moreton* aforesaid, then in the Possession of *John Plomer*, with the Payment of an Annuity of One hundred and ten Pounds, to the said *Robert Waller* and his Assigns, during his Life, by equal Half-yearly Payments: And whereas the said Testator, *Edmond Waller*, surrendered the Lease of the said Manor of *Moreton*, of which he was possessed at the Time of making his said recited Will, and obtained a renewed Lease of the same, bearing Date the Seventh Day of *February* One thousand seven hundred and sixty-nine, by which the then Bishop of *Winchester* demised to the said Testator, *Edmond Waller*, his Heirs and Assigns, the said Manor of *Moreton*, with its Appurtenances, for the Term of the Lives of the said *Edmond Waller*, the Testator, *Edmond Waller*, his Son, and *Edmond Waller*, his Grandson, at the yearly Rent of Twenty Pounds, and to the Clerk of *Wargrave*, for the Time being, his Fees anciently due; and in consequence of such Surrender and Renewal, the said Manor of *Moreton* did not pass under the Devise contained in the said recited Will of the said *Edmond Waller*, the Testator; but the same, upon his Decease, descended upon his said Son, *Edmond Waller*, as Heir to the said Testator, by special Occupancy: And whereas, by an Act passed in the Forty-fifth Year of the Reign of His present Majesty King *George* the Third, intituled *An Act for effectuating an Exchange between Edmond Waller and James Dupré Esquires; and also an Exchange between the said Edmond Waller, and the Trustees of his settled Estate; and also for vesting Part of the settled Estate of the said Edmond Waller, in Trustees, to be sold, and for laying out the clear Surplus of the Purchase Monies, under the Direction of the Court of Chancery, in other Estates to be settled in lieu thereof, and to the same Uses, and for other Purposes*; reciting the said herein-before recited Will and Codicils of the said Testator *Edmond Waller*, and noticing the Deaths of the said Testator's Wife in his Life-time, and also of his said Daughter *Jenny Waller*; and also reciting that the said Testator's Brother *Harry Waller*, one of the said Trustees, died in the Life-time of the said Testator; and that the said Testator, *Edmond Waller*, died in the Year One thousand seven hundred and seventy-one, without revoking or altering his said recited Will as to the Devises aforesaid, other than by his said recited Codicils; and that soon after his Death, his said recited Will and Codicils were proved by the said *William Aislaby* and *Richard Lockwood*, the surviving Executors, in the Prerogative Court of the Archbishop of *Canterbury*; and also reciting that the said *William Aislaby* soon after died, in the Life-time of the said *Richard Lockwood*; and that the said *Richard Lockwood* died in the Year One thousand seven hundred and ninety-seven, having first duly made and published his last Will and Testament in Writing, bearing Date the First Day of *February* One thousand seven hundred and eighty-five, whereby he gave and bequeathed to his Nephew *William Lockwood*, and his Issue Male, all his Freehold and Copyhold Estates, with Remainders over, in case he died without Issue Male; and further reciting that the said Testator, *Richard Lockwood*, left at his Death *Martilda* the Wife of *Henry Calverly Cotton* Esquire, his Niece and Heiress at Law, upon whom the Legal Estate in Fee Simple of and in the said devised Estates of the said *Edmond Waller*, the Testator, descended, or that the same were then vested in the said *William Lockwood*, the Nephew in

Tail

Tail Male under the said Will of the said *Richard Lockwood*; and also reciting that the said *Edmond Waller*, the eldest Son and Heir at Law of the said Testator *Edmond Waller*, entered into and took Possession of all the said last-mentioned Testator's Real Estates devised by his said recited Will as aforesaid, and received the Rents, Issues, and Profits thereof, until the Time of his Decease, which happened in the Year One thousand seven hundred and eighty-eight, and that thereupon the said *Edmund Waller*, the Grandson of the said Testator *Edmund Waller*, entered into, and was at the Time of the passing of the said Act in the Possession and Receipt of the Rents and Profits of the same Estates; and also reciting that the said *Stephen Waller*, the Son of the said Testator *Edmond Waller*, and named in his said recited Will, died in the Life-time of the same Testator, leaving Issue One only Son named *Stephen*, who died an Infant and a Bachelor; and also reciting that there was reason to believe that the Debts, Legacies, and Funeral Expences of the said Testator, *Edmond Waller*, were soon after his Decease all paid and satisfied out of his Personal Estate, not specifically bequeathed by him, as directed by his said recited Will: It was by the said Act enacted, that immediately after the passing of the same, all and singular the said Manors, Messuages, Lands, Tenements, Annuities, Rent Charges, and Hereditaments, which were devised in and by the said recited Will and Codicils of the said Testator *Edmond Waller* deceased, which were not therein-before otherwise vested and settled, with their Rights, Members, and Appurtenances, should be vested in and settled upon and to the Use of *William Lockwood Maydwell* Clerk, and *Richard Lockwood* Clerk, their Heirs and Assigns for ever, upon and for and subject to such and so many of the Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations by the said recited Will and Codicils of the said Testator *Edmond Waller*, deceased, limited and declared of and concerning the same, as were then existing undetermined and capable of taking Effect; and by the said Act Power was given to the High Court of Chancery in a summary Way, upon Petition of the said *Edmund Waller* the Grandson, or such other Person or Persons as for the Time being should be beneficially entitled under the Uses and Trusts limited by the said recited Will and Codicils of the said Testator *Edmond Waller* deceased, to the Hereditaments which should be then subject to the said Trusts, or if such Person should be an Infant, upon the Petition of his Guardian or Guardians in Manner therein mentioned, to appoint a new Trustee or Trustees, in the Place or Stead of the said *William Lockwood Maydwell* and *Richard Lockwood* thereby appointed a Trustee, or any future Trustee or Trustees to be appointed by virtue of the said Act: And whereas the said *Edmund Waller* the Grandson departed this Life, on the Second Day of *June* One thousand eight hundred and ten, a Bachelor, whereupon the said *Harry Waller* the Grandson of the said Testator *Edmond Waller* deceased, became entitled for an Estate for his Life to the settled Estates of the same *Edmond Waller* deceased, under the Limitations of his said recited Will, and entered into, and is now in the Possession and Receipt of the Rents and Profits of the same Estates accordingly: And whereas, upon the Decease of the said *Edmund Waller* the Son, the said Leasehold Estate of the said Manor of *Moreton* descended upon the said *Edmund Waller* the Grandson, as Heir to the said *Edmund Waller* the Son, by special Occupancy; and the said *Edmund Waller* the Grandson, having neglected to renew the Lease thereof, such Lease on his Decease expired: And whereas the said *Harry Waller* the Grandson,

on or about the Fifteenth Day of *May*, in the Year One thousand seven hundred and ninety-seven, intermarried with *Maria* his now Wife, (then *Maria Dolphin* Spinster), and hath Issue by her Two Sons, *Harry Edmund Waller*, under Nine Years of Age, and *Robert Waller*, under Two Years of Age: And whereas the said *Robert Waller*, the Son of the said Testator *Edmond Waller*, and entitled in Remainder under the Limitations of his said recited Will as herein-before is mentioned, is now living, but has never been married: And whereas the said *Harry Waller* the Grandson hath contracted and agreed with the Honourable and Right Reverend *Brownlow* Lord Bishop of *Winchester* for a new Lease of the said Manor of *Moreton*, with the Appurtenances for the Term of Three Lives, subject to the ancient Rent and Covenants, at or for the Price or Sum of Twelve thousand seven hundred and eighty Pounds, being Eighteen Years Purchase, calculated upon a net Rent of Seven hundred and ten Pounds, including all Buildings upon the said Manor; and in as much as the said Leasehold Estate of the said Manor of *Moreton*, with the Appurtenances, lies intermixed with the Freehold Estates at *Moreton* aforesaid, devised by the said recited Will of the said Testator *Edmond Waller* deceased, in such Manner that the Boundaries thereof cannot be accurately ascertained, the said Leasehold and Freehold Estates forming one Farm, particularly described in the First Schedule to this Act, and having been for more than a Century past held and let together, and in consequence thereof the said Freehold Estates cannot be enjoyed with Advantage without Possession of the said Leasehold Estate, and would suffer great Detriment from the Separation of the said Leasehold Estate, whereby the same would be left without any Mansion or Buildings, which are all situate on the said Leasehold Estate, and would also be subject to many other Inconveniencies; and the said *Harry Waller* the Grandson, on the Behalf of himself and his said Two Infant Sons, and the said *Robert Waller* the Son of the said Testator *Edmond Waller* deceased, being desirous that the said Manor of *Moreton* and the said Freehold Estates there should continue entire in their Family, and on that Account that the said Contract for the said Lease of the said Manor so entered into with the said *Brownlow* Lord Bishop of *Winchester*, as herein-before is mentioned, should be carried into Execution, and that the said Lease, when obtained, should be vested in the Trustees of the settled Estates of the said Testator *Edmond Waller* deceased, upon Trusts, subject as herein-after is mentioned, corresponding with the Uses limited by his said recited Will of the Freehold Estates thereby devised; and for that Purpose being also desirous that Powers should be given to the Trustees of the said settled Estates, to enable them to raise sufficient Sums of Money for paying the said Fine, and defraying the Expences of and incident to the procuring of the said Lease, and also the Fines and Expences which may be required on any future Renewal of the same, by charging such Sums of Money upon such Part of the said settled Estates as is particularly described in the Second Schedule to this Act; which several Purposes cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Harry Waller* the Grandson, on Behalf of himself, and of his said Infant Sons *Harry Edmund Waller* and *Robert Waller*, and the said *Robert Waller* the Son of the said Testator *Edmond Waller* deceased, 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 Parli-

ment assembled, and by the Authority of the same, That from and immediately after the passing of this Act, it shall and may be lawful to and for the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the settled Estates of the said Testator *Edmund Waller* deceased, and the Survivor of them, and the Executors and Administrators of such Survivor, and all and every other the Trustees and Trustee of the same settled Estates, hereafter to be appointed under or by virtue of the Power for that Purpose contained in the said recited Act, passed in the Forty-fifth Year of the Reign of His present Majesty, and they and he are and is hereby required, from Time to Time, as and when the same shall be necessary, at the Request and by the Direction of the said *Harry Waller* the Grandson, or the Person or Persons who, for the Time being, shall, by virtue of any of the Limitations contained in the said recited Will of the said Testator *Edmond Waller* deceased, be in the actual Possession of and entitled to the Rents, Issues, and Profits of the said settled Estates, if such Person or Persons respectively shall be of full Age; but if such Person or Persons respectively, or any of them, shall be under Age, then during the Minority of any such Person or Persons respectively, at the Discretion of the said Trustees or Trustee for the Time being, such Request and Direction when requisite to be testified under the Hands and Seals of the Person or Persons whose Request and Direction for the Time being is hereby made necessary, by Mortgage of all or any Part of the Farms, Lands, and Hereditaments comprized in the said Second Schedule to this Act, being Part of the said settled Estates of the said Testator *Edmond Waller* deceased, devised by his said Will, to raise any Sum of Money not exceeding the said Sum of Twelve thousand seven hundred and eighty Pounds, to be paid for a Lease of the said Manor of *Moreton*, with the Appurtenances, for the Term of Three Lives, subject to the ancient Rent and Covenants, and also such Sum and Sums of Money as shall be necessary to defray the Expences of passing this Act, and of carrying the Trusts thereof into Execution, and the Expences of and incident to the procuring of the said Lease, and also all and every other such Sums and Sum of Money which shall, at any Time or Times hereafter, be required to pay the Fines, Fees, and Expences of any future Renewal or Renewals of the said Lease (all such Expences as aforesaid to be from Time to Time settled and ascertained in Manner herein-after mentioned); and for that Purpose it shall be lawful for the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, from Time to Time, at such Request, and by such Direction, and so testified as aforesaid, or at their or his own Discretion, in the Event herein-before mentioned, by any one or more Deed or Deeds, Instrument or Instruments, in Writing, to be sealed and delivered by them or him in the Presence of, and attested by Two or more credible Witnesses, to limit and appoint all or any Part of the said Farms, Lands, and Hereditaments comprized in the said Second Schedule to this Act, to any Person or Persons willing to advance any such Sum or Sums of Money as aforesaid, or any Part or Parts thereof, upon Mortgage of the same for any Number of Years whatsoever, without Impeachment of Waste, so as the Estate or Estates so to be limited or appointed be made redeemable, or be made to cease, upon full Payment of the Sum charged thereon, and the Interest thereof, by the Person or Persons who, for the Time being, shall be seised of or entitled to the Freehold and Inheritance

Power to  
Trustees to  
raise Money  
for Purposes  
after-men-  
tioned on  
Mortgage of  
the settled  
Estates.

heritance in Possession of the Hereditaments so to be limited or appointed as aforesaid.

Trustees Receipts for Money raised to be effectual Discharges.

II. And be it further enacted and declared, That the Receipt or Receipts in Writing, of the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor, or the Trustees or Trustee to be appointed as herein-before is mentioned, for any Sum or Sums of Money, to be by them or him raised under the Powers and Authorities of this Act, shall effectually release and discharge the Person or Persons paying the same, his, her, and their Heirs, Executors, and Administrators respectively; and such Person or Persons shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the Money, which shall in such Receipt or Receipts be expressed or acknowledged to be received, or be obliged or concerned to see to the Application thereof, or of any Part thereof, or to inquire into the Expediency or Necessity of raising the same.

Application of Money raised.

III. And be it further enacted, That the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, shall stand and be possessed of the Sum and Sums of Money to be by them and him, from Time to Time, raised under the Powers and Authorities of this Act, upon and for the Trusts, Intents, and Purposes herein-after expressed and declared, of and concerning the same; (that is to say,) upon Trust that they the said *William Lockwood Maydell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor, or the Trustees or Trustee to be appointed as herein-before is mentioned, do and shall, with and out of the said Monies, in the first Place, pay, satisfy, and discharge the Costs, Charges, and Expences of passing this Act, and do and shall, in the next Place, upon the due Execution to them or him of a Lease of the said Manor of *Moreton*, with the Appurtenances, for the Term of Three Lives, subject to the ancient Rent and Covenants, and of every renewed Lease thereof hereafter to be granted, pay the Fine agreed to be paid for the granting of the said Lease, and also all and every the Fines and Fine which shall hereafter be payable for every such renewed Lease, and also all Fees and Expences attending the Treaty for the said Lease, and the granting thereof, and of every such renewed Lease, and the Expences which shall from Time to Time be incurred in carrying the Trusts of this Act into Execution, all such Costs, Charges, and Expences as aforesaid, to be settled and ascertained in Manner herein-after mentioned.

Court of Chancery may order Costs to be taxed.

IV. And be it further enacted, That it shall and may be lawful for His Majesty's High Court of Chancery, from Time to Time, to make such Orders as the said Court shall think fit, for allowing, taxing, and settling all Costs, Charges, and Expences which shall have been incurred preparatory to and in soliciting and applying for and passing this Act, and in carrying the Trusts thereof into Execution, and in and about the Treaty for and procuring of every such Lease of the said Manor of *Moreton* from the said *Brownlow* Lord Bishop of *Winchester*, and the Bishop of *Winchester* for the Time being, as herein-before is mentioned.

V. And



V. And be it further enacted, That for the Purpose of carrying the Trusts of this Act into Execution, it shall and may be lawful to and for the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, from Time to Time, at the Request, and by the Direction of the said *Harry Waller*, the Grandson, or the Person or Persons who for the Time being shall, by virtue of any of the Limitations contained in the said recited Will of the said Testator *Edmund Waller*, deceased, be in the actual Possession of or entitled to the Rents, Issues, and Profits of the said settled Estates, if such Person or Persons respectively shall be of full Age, but if such Person or Persons respectively, or any of them, shall be under Age, then during his, her, or their Minority at the Discretion of the said Trustees or Trustee for the Time being, such Request and Direction, when requisite, to be testified by some Writing under the Hands of the Person or Persons whose Request and Direction for the Time being is hereby made necessary, to enter into any Contract, Covenant, or Agreement with the Bishop of *Winchester* for the Time being, or such other Person or Persons who shall for the Time being be entitled to grant the same, for the Renewal of the Lease of the said Manor of *Moreton*, as and when the same shall from Time to Time be necessary, in the usual Course of Renewals of Leases of the same Nature, and for the Purpose of carrying into Execution every such Contract, Covenant, or Agreement for Renewal as aforesaid, from Time to Time to surrender and yield up the Lease of the said Manor of *Moreton*, which shall, at the Time of such Renewal, be subsisting, and to accept a new Lease in lieu thereof.

Trustees authorized to obtain Renewals of intended Lease.

VI. And be it further enacted, That the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, shall stand and be seized and possessed of, and interested in, all the Freehold Part of the said Manor, Farm, and Hereditaments described in the said First Schedule to this Act, from and after the passing thereof, and of every Lease of the said Manor to be granted to them or him by virtue of this Act, and the Hereditaments therein comprised, (being the Leasehold Part of the said Manor, Farm, and Hereditaments described in the same First Schedule) upon the Trusts and for the Ends, Intents, and Purposes herein-after expressed and declared of and concerning the same respectively; that is to say, upon Trust that they, the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, do and shall, from Time to Time, after any Sum or Sums of Money shall, under the Powers and Authorities of this Act, have been charged upon the Farms, Lands, and Hereditaments comprised in the said Second Schedule hereunto annexed for so long Time as such Charge or Charges shall continue, receive the Rents, Issues, and Profits of the said Manor, Farm, and Hereditaments comprised in the said First Schedule hereunto annexed, as the same shall from Time to Time become due and payable, and with and out of the same, in the first Place, pay the Rent, and perform and fulfil the

Trusts on which Freehold and Leasehold Estate at Moreton to be held.

Covenants, Conditions, and Agreements to be reserved by and contained in the Lease of the said Manor of *Moreton*, which shall, for the Time being, be subsisting, and pay, satisfy, and discharge all Taxes, Assessments, Charges, and Outgoings, charged upon, or payable for or in respect of the said Manor, Farm, and Hereditaments comprised in the said First Schedule, or any Part thereof, which the Tenant or Tenants, Lessee or Lessees thereof, shall not be liable to pay; and in the next Place, pay to the Person or Persons, who shall be entitled to receive the same, the Interest for any Sum or Sums of Money which, under the Powers and Authorities of this Act, shall have been charged upon the Farms, Lands, and Hereditaments comprised in the said Second Schedule, or any Part thereof, and be remaining charged thereon, as and when such Interest shall become due and payable; and in the next Place, do and shall retain Half-yearly, out of the said Rents, Issues, and Profits, the Sum of One hundred and twenty-five Pounds of lawful Money of *Great Britain*, or the Whole that shall remain of such Rents, Issues, and Profits, if such Remainder shall not amount Half-yearly to the said Sum of One hundred and twenty-five Pounds, for the Purposes herein-after mentioned; and in case there shall be a Deficiency of such Rents and Profits in any Half-year, to answer the said Sum of One hundred and twenty-five Pounds, the Deficiency shall be made good out of the Rents and Profits of the succeeding Half-year or Half-years, and subject as aforesaid; then as to such Part of the said Manor, Farm, and Hereditaments described in the said First Schedule, as is Freehold, and the Rents, Issues, and Profits thereof, upon and for such and so many of the Trusts, Intents, and Purposes, and with, under, and subject to such and so many of the Powers, Provisoos, and Declarations, by the said recited Will of the said Testator, *Edmond Waller*, deceased, limited and declared of and concerning the same, as shall from Time to Time be subsisting undetermined and capable of taking Effect; and as to such Part of the same Manor, Farm, and Hereditaments as is Leasehold, and the Rents, Issues, and Profits thereof, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations as (Regard being had to the different Nature and Quality of the same Estates) will best or nearest correspond with the Trusts, Powers, Provisoos, and Declarations to which the Fee Simple Part of the same Manor, Farm, and Hereditaments shall for the Time being be subject.

For accumu-  
lating Fund  
to pay off  
Fines.

VII. And be it further enacted, That the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, shall lay out and invest the said Half-yearly Sum of One hundred and twenty-five Pounds, to be retained by him or them under the Trusts herein-before contained out of the Rents, Issues, and Profits of the said Manor, Farm, and Hereditaments, comprised in the said First Schedule to this Act annexed, from Time to Time, as the same shall be so retained, and as soon as the same can be so applied, in their or his Names or Name, in some or one of the Public Stocks or Funds, or other Government Securities in *Great Britain*, at Interest; and shall from Time to Time receive, and in like Manner lay out and invest the Dividends, Interest, and annual Produce of the said Stocks, Funds, and Securities, and of all other the Stocks, Funds, or Securities, to be purchased by them or him.

as herein directed, (with full Power, from Time to Time, to alter, vary, and transpose such Stocks, Funds, and Securities, for others of the same or the like Nature, at their and his Discretion), in order to accumulate a Fund for paying off such Sum or Sums of Money as shall have been raised under or by virtue of the Powers and Authorities of this Act, and during the Accumulation of the said Fund, shall be charged on the Farms, Lands, and Hereditaments hereby authorized to be charged, or any Part thereof; and the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee to be appointed as herein-before is mentioned, shall, as soon as the said accumulated Fund shall amount to a sufficient Sum, apply the same in paying off the Sum or Sums of Money which shall have been so raised, and shall be so charged as aforesaid, or any Part or Parts thereof, until the Whole of such Sum or Sums, and all Costs of the said Trust, shall be fully paid and discharged.

VIII. Provided always, and be it further enacted, That it shall and may be lawful to and for the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor; and the Trustees or Trustee to be appointed as herein-before is mentioned; from Time to Time, whenever it shall be necessary to renew the Lease of the said Manor of *Moreton*, under the Powers and Authorities of this Act, to sell and dispose of the Stocks, Funds, and Securities, which at the Time of every such Renewal respectively shall be vested in their or his Names or Name, for the Purpose of such Accumulation as aforesaid; or a competent Part thereof, and to apply the Monies to arise from the Sale thereof, in or towards paying or defraying the Fines, Fees, and Expences, which shall be payable on or occasioned by such Renewal, any Thing herein-before contained to the contrary thereof in anywise notwithstanding, so as nevertheless such Accumulation shall be continued until all Sums of Money which shall have been raised and charged as aforesaid, and all Costs, Charges, and Expences attending the said Trusts, shall have been fully paid and discharged: Provided also, that in case all Sums of Money so charged as aforesaid, and all such Costs and Expences as aforesaid, shall be fully paid and satisfied out of such accumulated Fund, and there shall be a Surplus of such Fund, such Surplus shall be applied, as far as the same will extend, to repay so much of the said Half-yearly Payments as shall have been last raised for the Purposes of such Accumulation, and shall appear to have been unnecessarily paid for such Purpose.

Accumulations may be applied to renew Lease.

IX. Provided always, and be it further enacted, That the said *Harry Waller* the Grandson, and all and every other the Person or Persons who for the Time being shall, by virtue of any of the Limitations contained in the said recited Will of the said Testator *Edmond Waller*, deceased, and by virtue of and under the Authority of this Act, be in the actual Possession of or entitled to the Rents, Issues, and Profits of the settled Estates of the said Testator *Edmond Waller*, deceased, and of the said Manor of *Moreton*, with the Appurtenances, his, her, or their Executors or Administrators, shall so long as he, she, or they, shall be in such actual Possession, or so entitled as aforesaid, and there shall not be any subsisting Charge on the said Farms, Lands, and Hereditaments comprized in the said Second Schedule

Tenants in Possession of settled Estates to pay Rent and perform Covenants of Lease.

Schedule to this Act, under the Powers and Authorities herein-before contained, from Time to Time pay the Rents, and observe, perform, and fulfil the Covenants, Conditions, and Agreements, to be reserved by and contained in every such Lease of the said Manor of *Moreton*, which shall be obtained under or by virtue of the Powers and Authorities of this Act.

Determina-  
tion of Trusts  
of this Act.

X. Provided always, and be it further enacted, That whenever any Person or Persons shall, by virtue of any of the Limitations contained in the said recited Will of the said Testator, *Edmond Waller*, deceased, or by any other lawful Means, become intitled to the Freehold Hereditaments respectively comprised in the said First and Second Schedules to this Act, for an Estate of Inheritance in Fee Simple in Possession, and to an Estate or Interest in the Leasehold Premises comprised in the said First Schedule corresponding to the said Estate in Fee Simple, and shall, by Instrument in Writing, signed by him, her, or them, declare his, her, or their Desire that the Trusts hereby created shall cease and determine; then and in such Case all and every the Trusts herein-before created concerning the Rents of the said Manor, Farm, and Hereditaments described in the said First Schedule hereto, shall thenceforth absolutely cease and determine; and the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, shall thenceforth stand and be seised and possessed of the said Fee Simple and Leasehold Manor, Farm, Hereditaments, and Premises, and be possessed of and interested in the Stocks, Funds, and Securities which shall be then vested in him, her, or them, for the Purpose of such Accumulation as aforesaid, in Trust for the Person or Persons who shall become so entitled as aforesaid to the said Manor, Farm, Lands, and Hereditaments, and shall convey the said Manor, Farm, Lands, and Hereditaments, and transfer and make over the said accumulated Funds accordingly, any Thing herein contained to the contrary thereof in anywise notwithstanding.

Bishop of  
Winchester  
not to be  
prejudiced by  
consenting to  
this Act.

XI. Provided always, and be it further enacted, That no Consent which shall be given by the said *Brownlow* Lord Bishop of *Winchester* to the passing of this Act, shall bind him to carry into Execution the said Contract so entered into by him as herein-before is mentioned, unless the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee to be appointed as herein-before is mentioned, shall be prepared and ready to carry the said Contract into Execution on their or his Part, and shall actually pay to the said *Brownlow* Lord Bishop of *Winchester* the said Fine or Sum of Twelve thousand seven hundred and eighty Pounds, within the Space of Three Calendar Months next immediately after the passing of this Act.

Indemnity to  
Trustees.

XII. And be it further enacted and declared, That the said *William Lockwood Maydwell* and *Richard Lockwood*, the present Trustees of the said settled Estates, and the Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees or Trustee to be appointed as herein-before is mentioned, shall not be answerable or accountable for any Money to be received by them or him, by virtue of

of or under this Act, or the Trusts hereby reposed in them or him, other than for such Sum and Sums of Money as they or he shall actually receive, nor for any Loss or Damage which shall happen in or about the Execution of any of the Trusts or Powers aforesaid, which shall not be occasioned by their or his own wilful Default; and also that they and he shall and may, out of the Monies which shall come to their or his Hands as aforesaid, retain to and reimburse themselves and himself respectively, all such Costs, Charges, and Expences, as they or he shall or may sustain or be put unto by reason of such Trusts, Powers, and Authorities as aforesaid, or any of them, or the Execution thereof, or in anywise relating thereto.

XIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, and Administrators (other than and except the said *Harry Waller* the Grandson, and *Robert Waller* the Son of the said *Edmond Waller* the Testator, and their respective First and other Sons, and the Heirs Male of the respective Bodies of such First and other Sons, and all other Persons claiming under the said recited Will and Codicils of the said Testator *Edmond Waller* deceased, and the Heirs of him the said Testator *Edmond Waller* deceased, and their respective Executors, Administrators, and Assigns), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the settled Estates of the said Testator *Edmond Waller* deceased, as they, every, or any of 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. Saving.

XIV. And be it further enacted, That this Act shall be printed by the several Printers to the King'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. Evidence of this Act.

## THE FIRST SCHEDULE

To which the foregoing Act refers,

Comprising the Particulars of Moreton Farm, in the Parishes of Denton and Stone, in the County of Bucks.

	A.	R.	P.
Mansion or Farm House, Cottage, Yards, Barns, Stables, } and Buildings - - - - - }			
The following Closes or Lands, viz.			
Great Plat - - - - -	11	2	4
Little Plat - - - - -	4	0	15
Red Lands - - - - -	77	3	30
Hoare's Ground - - - - -	13	0	8
Hoare's Meadow - - - - -	5	2	14
Chilbury Hill - - - - -	8	0	38
Chilbury Meadow - - - - -	11	0	26
Great Meadow - - - - -	41	1	35
Homestead and Orchard - - - - -	2	1	22
Hill Ground - - - - -	93	3	29
Ewes Ground - - - - -	61	0	16
Leanon's Meadow - - - - -	14	2	31
Cow Pasture - - - - -	61	2	19
Cow Close - - - - -	44	3	35
Cow Close Meadow - - - - -	9	2	0
Part of Cotmore Ham - - - - -	6	2	33
Lower Ground - - - - -	30	0	11
Middle Ground - - - - -	29	3	27
Little Grove - - - - -	27	1	12
Thicket - - - - -	2	0	38
Great Ground and Lapwing Pasture - - - - -	112	2	35
Total - - - - -	670	1	5

now let to John Tuckwell, at the yearly Rent £1,330.

The Freehold Part of this Farm is subject to Two Annuities of £110. each, given by Edmond Waller Esquire to his Son Robert Waller, as in the Act mentioned.

JOHN DYNELEY.

THE

## THE SECOND SCHEDULE

Referred to by the foregoing Act,

Comprising Farms in the several Parishes of Beaconsfield, Burnham, Chipping Wycombe, and Dorney, in the County of Bucks, authorized by the Act to be charged for the Purpose therein mentioned.

Description of Property.	Number of Acres.			On Lease to	Rents.			
	A.	R.	P.		£	s.	d.	
Two Cottages at Loudwater, with Loudwater Farm and Messuage, and Deerham Farm, all in the Parish of Chipping Wycombe, in the County of Bucks	135	0	0	Mary Barton and Richard Barton	100	0	0	
Penn Lands Farm, in the Parishes of Beaconsfield and Burnham	97	2	32	Richard Healey	102	0	0	
Part of Hilmots Farm, in the Parish of Beaconsfield	42	2	13					
White Hart Inn and Lands, in the Parish of Beaconsfield	54	2	20	Isaac Mills	195	0	0	
Tolls arising from the Fairs and Markets there	-	-	-					
Hyde Farm, in the Parish of Beaconsfield	235	3	5	William Neighbour	212	5	-	
Pyebushes Wood	35	2	22					
Part of Holloway's Farm, in the Parish of Beaconsfield, except Part of one Field in the Parish of Burnham	139	3	28	William Parkyns	209	12	0	
Messuage, Buildings, and Lands, Part of the Bull Farm and other Lands, let therewith, in the Parish of Beaconsfield	63	2	32					
Farm House and Lands, in the Parish of Burnham and Dorney	75	2	26	Harry Winter	94	10	0	
New Park and Old Park, Meadows, and the Hill Moor Grounds, and Burtley Meadow, in the Parish of Beaconsfield	277	0	39	In hand	407	5	4	
					£.	1,320	12	4

The above Estates are not subject to any Annuities or other Charges whatsoever. The Rents are liable to Deductions for Property Tax, and no other Deductions. The Tenants are under Covenants to repair the Buildings.

JOHN CHARSLY.

