



ANNO DUODECIMO & DECIMO TERTIO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 5.

An Act for settling all Questions of disputed Ownership between the Mayor, Aldermen, and Burgesses of the Borough of *Louth* and the Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, with reference to the Lands, Tenements, Fairs, Markets, Rents, Tolls, Powers, Rights, Privileges, and Property claimed by them respectively; and for vesting the Fairs and Markets within the said Borough in the Mayor, Aldermen, and Burgesses thereof; and for other Purposes.

[28th July 1849.]

**W**HEREAS King *Edward* the Sixth, by His Charter or Letters Patent bearing Date the Twenty-first Day of *September* in the Fifth Year of His Reign, willed, granted, decreed, and ordained that thereafter there should be One Grammar School in the Town of *Louth* in the County of *Lincoln*, which should be called "The Free Grammar School of King *Edward* the Sixth,

Charter dated  
21st Sept  
1551.  
(5 Edw. VI.)

[Private.]

p

for

for the Education, Institution, and Instruction of Boys and Youth in the Grammar," to endure for ever, and the said King erected, created, ordained, made, and founded the same School to endure for ever, consisting of One Master and One Usher, and, that his said Intention might take the better Effect, willed and granted that the said Town of *Louth* should be corporate of One Warden of the Town of *Louth* and Free School in the same, and of Six Assistants inhabiting in the said Town for ever, and that the Warden and those Six Assistants might be a Body incorporate, with perpetual Succession, and that they might be Persons capable in Law, by the Name of "Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*," to purchase, possess, and hold Lands and Tenements to them and their Successors for ever, and that One more fit Person of those inhabiting the Town aforesaid might be set over and chosen to be Warden of the Town and Free School aforesaid for One whole Year by the Six Assistants, Inhabitants of the same Town, in the Common Hall of *Louth* aforesaid, called the Guildhall, and that the said Warden and Six Assistants, by the Name of "The Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*," might plead and be impleaded, and that they might have a Common Seal to serve for the transacting, demising, and handling the Business of the School aforesaid and their Lands and Possessions, and that the same Warden and Six Assistants, Inhabitants of the Town aforesaid, and their Successors, might have Power to make Statutes and Ordinances in Writing concerning the Order, governing, and Direction of the Master and Usher and Scholars of the School, as therein mentioned; and after nominating the first Warden of the same Town and School, and appointing him to be such Warden until the Feast of *Pentecost* One thousand five hundred and fifty-three, and afterwards to be during Life, if he should so long dwell in the said Town, One of the Six Assistants, and also nominating and appointing the Six Assistants of the same Town and School, the said King declared, that thereafter One more fit Person of the aforesaid Six Assistants, Inhabitants of the same Town, when and as often as there should be a Vacancy of a Warden for the future, for ever, should by the said Warden and Six Assistants for the Time being be chosen and made to preside as Warden of the said Town and School, for the Benefit and good Rule of the same Town and School, to continue for One Year, and also that the said Warden and Six Assistants, as often as it should happen that any of the said Six Assistants should die, should have Power by the said Warden and surviving Assistants to choose at the said Common Hall, and within the Time therein mentioned, another Assistant of the Inhabitants of the said Town in the Place of him so dying, and to compel him so chosen, by Oath or otherwise, to execute and do those Things which on that Occasion belonged to him to execute for the good Rule and Profit of the said Town and School; and for the Maintenance and Continuance of the said School the said King granted to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* certain of the Messuages, Lands, and Hereditaments therein particularly described, which had then lately belonged and appertained to



to the late Chantry of the *Holy Trinity* in *Louth* called *John Louth's* Chantry, then dissolved, or which were then lately Parcel of the Possessions, Rights, or Revenues of the same late Chantry, and further gave and granted to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* certain of the Messuages, Lands, and Hereditaments therein particularly described which had then lately belonged or appertained to the late Guild of the *Holy Trinity* of *Louth*, then dissolved, and which were then lately Parcel of the Possessions, Rights, and Revenues of the same late Guild; and the said King also gave to the aforesaid Warden and Six Assistants of the said Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* certain of the Messuages, Lands, and Hereditaments therein particularly described which had then lately belonged and appertained to the late Guild of *Saint Mary* in *Louth*, then dissolved, or which then lately were Parcel of the Possessions, Rights, or Revenues of the same late Guild; and the said King also gave, for the Consideration aforesaid, and granted, to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* certain of the Messuages, Lands, and Hereditaments therein particularly described which had then lately belonged and appertained to the late Guild of the *Blessed Mary* in *Garnethorpe*, then dissolved, or which were then lately Parcel of the Possessions, Rights, or Revenues of the said late Guild; which Messuages, Lands, Tenements, and all and singular other the Premises, had then lately come or ought to come to the said King's Hands, by reason and means of the Act of Parliament passed in the First Year of His said Majesty King *Edward* the Sixth, for dissolving all Colleges, Chantries, Free Chapels, Guilds, and Fraternities, and concerning the Lands, Tenements, Possessions, and Revenues assigned and appointed for the Sustentation of Priests, Lamps, Lights, and Anniversaries; and the said King further gave and granted to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* all that void Piece of Land lying and being in the *South Field* in *Louth* aforesaid called the *Quarry*, in the Occupation of the Inhabitants of the Town of *Louth* for the Time being for the Beast Market at the Time of Fairs there held, being late Parcel of the Possessions of the Bishoprick of *Lincoln*, and also, for the Consideration aforesaid, gave to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* the Reversion and Reversions of all and singular the Premises and of every Parcel thereof, and also all the Rents and annual Profits whatsoever reserved upon any Demises and Grants in anywise made of the Premises or any Parcel thereof, and also gave and granted, for the Consideration aforesaid, to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, all and singular the Premises above expressed and specified, and every Parcel thereof, as fully, freely, and entirely, and in as ample Manner and Form, as any Chanters and Incumbents of the late Chantry of the *Holy Trinity* in *Louth*, or any Wardens and Brotherhoods of the Guilds there, or any Bishop of *Lincoln*, or any other or others theretofore having Possession or being seised of the Premises or any Part or Parcel thereof, ever had held, or enjoyed or ought to have



have held or enjoyed the same, and as fully, freely, and entirely, and in as ample Manner and Form, as all and singular the same came or ought to have come and were or might come to or be in the said King's Hands by means or pretence of any Act of Parliament, or by the Gift and Grant of *Henry* Bishop of *Lincoln*, or by any other Way, Right, or Title, and gave and granted to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* all the Issues, Rents, Revenues, and Profits of the aforesaid Messuages, Lands, Tenements, Fairs, Markets, and of all and singular other the Premises, from the Feast of the Annunciation of the Blessed Virgin *Mary* then last past thitherto coming, arising, or growing, to have unto them the Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* of his Gift, without Account or any other Thing therefore in anywise to be rendered, paid, or done to the said King, his Heirs or Successors; and after reciting that in ancient Times, and beyond the Memory of Man, Two several Markets of all Kinds of Merchandize (except living Animals) were held and kept twice in every Week (to wit) on the Days of *Saturday* and *Wednesday*, and also that Three several Fairs were likewise held and kept at *Louth* aforesaid (to wit) on the Third *Sunday* after *Easter*, on the Day of *Saint James* the Apostle, and on the Day of the Holy *Martin* the Bishop in Winter, of which several Markets and Fairs the Tolls, Customs, and Profits, Usages, Markets, and Fairs aforesaid, then lately of Right had belonged and appertained to the Bishop of *Lincoln*, whose Estate, Title, and Interest the said King had by the sufficient Grant of *Henry* the Bishop, he the said King, for the better Continuance and Maintenance of the Town and Free School aforesaid, gave and granted unto the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* those the said King's Two several Markets, to be held for ever, twice every Week (to wit) on the Days of *Saturday* and *Wednesday* in every Week in *Louth* aforesaid, and also those the said King's Three several Fairs to be likewise held at *Louth* every Year for ever (to wit) on the Third *Sunday* after *Easter*, on the Day of the Holy Apostle *James*, and on the Day of *Saint Martin* the Bishop in Winter, and all manner of Tolls, Customs, Piccages, Stallages, Usages, and other Profits, Commodities, and Emoluments whatsoever in anywise however coming, arising, or growing from the said several Markets and Fairs, or any of them, or to the same several Markets and Fairs, or any of them, in anywise belonging or appertaining, and further granted to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* aforesaid, that they should and might have, hold, and enjoy within the said void Piece of Land called the *Quarry* One Market of Oxen, Sheep, and Swine, as well fat as lean, to be kept on *Wednesday* in every Week for ever, and the Tolls and Customs of the same living Animals there bought and sold, in like Manner and Form as was accustomed to be paid for living Animals bought and sold at the Fair there theretofore held; and the said King granted that the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* should have full and entire Power, Authority, Leave, and

Licence



Licence to continue, prorogue, and keep the Fairs on the said *Sunday* and the Day of the Holy Apostle *James* severally to be held, by Two whole Days immediately following the said Lord's Day and the Day of the Holy Apostle *James*, and granted that the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and their Successors, should have Power to have, hold, use, and enjoy, every Year for ever, as well those Two several Fairs on the said *Sunday* and on the Day of *Saint James* the Apostle, and on the Two Days next and immediately severally following the said Lord's Day and the Day of *Saint James* the Apostle, as other the Markets and Fairs before granted, with all and all manner of Tolls, Customs, and other Profits whatsoever coming or arising from the same several Fairs or either of them, or to them or either of them in anywise belonging or appertaining, and with Liberty to keep a Court of *Pie-poudre* during the said Fairs; which Messuages, Lands, Tenements, Fairs, Markets, Tolls, and all and singular other the Premises in the said Charter expressed and specified, with the Appurtenances, were thereby stated then to extend to the clear yearly Value of Forty Pounds of lawful Money of *England*; to have, hold, and enjoy the said Messuages, Lands, Tenements, Fairs, Markets, Tolls, Rents, Reversions, Meadows, Feedings, and Pastures, and all and singular other the Premises above expressed and specified, with the Appurtenances, to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and their Successors for ever, to hold of the said King, His Heirs and Successors, in Free Socage by Fealty only, and not in Chief; and the said King willed that *John Goodall* of *Louth* aforesaid should be the First or Modern Master of the Free School aforesaid, there to serve for the Term of his Life, and that he should have of the Issues and Revenues of the Lands and Tenements before above granted Twenty Pounds yearly for his Salary, to be paid at Four Terms or Times by equal Portions, and also willed that *Roger Bonus* should be Under Master of the Free School aforesaid, there to serve for the Term of his Life, and that he should have out of the Issues and Revenues of the said Lands and Tenements Ten Pounds yearly for his Salary, in like Manner yearly to be paid, and thereby commanded that the said Warden and Six Assistants, before the Nativity of our Lord then next ensuing, should make or cause to be made unto the said *John Goodall* and *Roger Bonus*, for the Term of Life, several sufficient Grants in Writing, sealed with their Common Seal, of the several Salaries aforesaid, with the Clause of Distress on the Lands, Tenements, and other the Premises, and gave certain Powers for the Appointment of a new Master and Usher respectively, on any Vacancy by Death, Resignation, or otherwise, and for the Removal of the Master for the Time being, other than the said *John Goodall*, and of the Usher for the Time being, and for putting another in the Place of him so deprived, and thereby ordained that the aforesaid Warden and Six Assistants, and their Successors for ever, should sustain, feed, and maintain in and by all things, out of the Issues and Revenues of the Lands and Tenements and other the Premises, Twelve poor Persons, to continue for ever, in the like Manner and Form as they were theretofore sustained, fed, and maintained by the late Guild of *Saint Mary* within the said Town and the Guild of

[*Private.*]



the *Holy Trinity* in the same Town, then dissolved, and after the Death of any such poor Person that another from Time to Time should be put in the Place of the Deceased within One Month after his Death, so as there always should be Twelve Poor in Number, and granted to the aforesaid Warden and Six Assistants that they might have Power to convert the Church called *Saint Mary's* Church, near the Town, and then occupied for a School, to the Use of a School, at their Pleasure, and for a House for Lads and Youth to be taught and instructed in for ever, and further gave and granted to the said Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* that they and their Successors might acquire and purchase to them and their Successors, and lawfully and freely hold, any Manors, Lands, Tenements, Rents, Possessions, and Hereditaments whatsoever, with the Appurtenances, of the clear yearly Value of Forty Pounds over and above all Charges and Reprizes, so that those Lands and Tenements, or any Part thereof, were not held of the King in Chief, of any Person or Persons whomsoever willing to give, grant, sell, assign, or devise the same to them, to have to them the Warden and Six Assistants, Inhabitants of the Town of *Louth*, and their Successors for ever, and granted and gave special Licence to such Person or Persons that he or they might give, grant, sell, assign, or dispose of any Manors, Lands, Tenements, Rents, Possessions, and Hereditaments whatsoever of the yearly Value of Forty Pounds, or of any less Value, unto the Warden and Six Assistants, Inhabitants of the Town of *Louth*, and their Successors, to have and to hold to them the Warden and Six Assistants, Inhabitants of the Town aforesaid, and their Successors for ever, any Statute of Mortmain, or any other Statute, Provision, or Restriction theretofore made, or any other Cause or Matter whatsoever, notwithstanding, or any Writ of *Ad quod damnum* of the said King, His Heirs or Successors, to be obtained or prosecuted, or any Inquisition thereon to be taken, and returned in the Court of Chancery of the said King, His Heirs or Successors: And whereas Queen *Elizabeth*, by Her Charter or Letters Patent bearing Date the Twenty-ninth Day of *May* in the Sixth Year of Her Reign, after in part reciting the said Charter of King *Edward* the Sixth, and expressing the Love which She bore towards the Inhabitants of the said Town of *Louth*, confirmed and ratified the same Charter, and gave and granted to the said Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* all that Her Lordship and Manor of *Louth*, with all its Rights, Members, Liberties, and Appurtenances, late Parcel of the exchanged Lands and Possessions of *Edward* Lord *Clinton and Saye*, and theretofore Parcel of the Possessions belonging and appertaining to the Bishop of *Lincoln*, and all that Guild of the *Holy Trinity* and Chantry of *John* of *Louth*, and also all that Guild of the *Blessed Virgin Mary* in *Louth*, with all their Rights, Members, Liberties, and Appurtenances, and all and singular the Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Rents, Reversions, Services, and all other the Hereditaments to the aforesaid late Guilds and Chantry belonging or appertaining, and also all and singular the Messuages, Granges, Mills, Houses, Buildings, Barns, Stables, Dovecots, Yards, Orchards, Gardens, Tofts, Cottages, Curtilages, Tenements, Lands, Meadows, Feedings, Pastures, Commons,

Charter dated  
29th May  
1564.  
(6 Eliz.)



Commons, Ways, Paths, Wastes, Furze, Heaths, Moors, Marshes, as well fresh as salt, Woods, Underwoods, Waters, Watercourses, Fisheries, Fishings, Pools, Warrens, Rents, Reversions, Services, Rent-charges and Rents Seck, Rents and Services of Tenants for Term of Life or Years and by Copy of Court Roll, and of Customary Tenants, and Rents of Cocks and Capons, Hens and Eggs, Geese and Ducks, and Labours or Services of Tenants, as well customary as others, and Rents and Services reserved upon any Demises and Grants whatsoever of all and singular the Premises in the aforesaid County of *Lincoln*, or elsewhere wheresoever, to the said Manor of *Louth*, and to the said Guild of the *Holy Trinity* and Chantry of *John of Louth*, and also to the said Guild of the *Blessed Mary* in *Louth*, and other the said Premises before granted, or to any of them, or to any Parcel of any of them, in anywise belonging or appertaining, or being Parcel of any of them, and also Farms, Fee Farms, Annuities, Knights Fees, Wards, Marriages, Escheats, Reliefs, Heriots, Estrays, Goods and Chattels waived, Goods and Chattels of Felons and Fugitives, Felos de se, and of those put in exigent or any otherwise condemned, of Outlaws, or Persons convicted, and also the Court Leet, Law Days, View of Frankpledge, and all Things which belong and appertain to them respectively, and Assize and Assay of Bread, Wine, and Ale, and all other Rights, Jurisdictions, Franchises, Liberties, Privileges, Profits, Commodities, Emoluments, and Hereditaments whatsoever belonging or appertaining to the said Manor, and to the said Guild of the *Holy Trinity* and Chantry of *John of Louth*, and also to the said Guild of the *Blessed Mary* in *Louth*, and to all other the Premises therein-before granted; and also gave and granted to the aforesaid Warden and Assistants all and all manner of Woods, Underwoods, and Trees in and upon the Manor, Messuages, Lands, Tenements, and other the Premises above thereby before granted, with all their Appurtenances, and in and upon any of them or any Part of them, and all the Land, Ground, and Soil of the same Woods, Underwoods, and Trees, and the Reversion and Reversions whatsoever of all and singular the Premises above thereby granted, and of every Parcel of the same, and also the Rents, Services, Reversions, Revenues, Conditions, Forfeitures, Emoluments, Commodities, and annual Profits whatsoever reserved upon any Demises and Grants of the said Lordship and Manor, Guilds, Chantries, Messuages, Lands, Tenements, and all and singular other the Premises thereby before granted, and of every or any Parcel of the same, in anywise done and to be paid; and gave and granted unto the aforesaid Warden and Assistants, and to their Successors for ever, that the same Warden and Assistants and their Successors should for ever have, hold, enjoy, and use within the aforesaid Manor of *Louth*, and the aforesaid Messuages, Lands, Tenements, and all and singular other the Premises above thereby before granted, with all their Appurtenances, as many, as great, such, the same, such like, and the like Courts Leet, Law Days, View of Frankpledge, Estrays, Goods and Chattels waived, Goods and Chattels of Felons and Fugitives, Felos de se, and Persons outlawed and those put in exigent, or of Persons condemned or convicted in any other Manner whatsoever, Forfeitures, Free Warrens, Knights Fees, Wards, Marriages, Escheats, Heriots, Reliefs, Fines, Amerciaments, Forfeitures, and Assize and Assay of Bread,



Bread, Wine, and Beer, and all other the Rights, Jurisdictions, Liberties, Privileges, Profits, Commodities, Easements, Services, and Emoluments whatsoever, as many, as great, such as and which, and as fully, freely, and entirely, as any Bishop of *Lincoln*, or the aforesaid Lord *Edward Clinton and Saye*, or any Chanter or Chanters, Incumbents or Governors, or Ruler or Rulers of the aforesaid Guilds of the *Holy Trinity* and *Blessed Mary*, and also of the Chantry of *John of Louth*, or any other or others theretofore having, possessing, or being seised of, or which ever had held or enjoyed or ought to have held or enjoyed the Lordship and Manor aforesaid, and all and singular other the Premises above thereby before granted in or within the Lordship and Manor aforesaid, and other the Premises above thereby before granted, or in any Parcel thereof, by reason or pretence of any Charter, Gift, Grant, or Confirmation, or by any Letters Patent by the said Queen, or by any of Her Progenitors, Kings of *England*, theretofore had, done, or granted, or confirmed, or by reason or pretence of any lawful Prescription, Use, or Custom theretofore had or used, or otherwise by any lawful Manner, Right, or Title, and as fully, freely, and entirely as any Bishop of *Lincoln* or the aforesaid *Edward Lord Clinton and Saye*, or any Chanter or Chanters, Incumbents or Governors, or Ruler or Rulers of the aforesaid Guilds of the *Holy Trinity* and the *Blessed Mary*, and also the said Chantry of *John of Louth*, or any other or others, theretofore having, possessing, or being seised of, ever had held or enjoyed, or ought to have held or enjoyed, the aforesaid Lordship and Manor, and all and singular other the Premises above thereby before granted, with all their Appurtenances, or any Parcel thereof; and granted to the aforesaid Warden and Assistants the said Lordship, Manor, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, and all and singular other the Premises above thereby given and granted, with all their Appurtenances, as fully, freely, and entirely, and in as ample Manner and Form, as all and singular the same came or ought to come, and were then or ought to be, in the Hands of the Queen, or in the Hands of King *Henry* the Eighth, or in the Hands of King *Edward* the Sixth, or in the Hands of Queen *Mary*, by reason or pretence of any Gift, Grant, or Charter of Confirmation, or by reason or pretence of any Exchange, or by reason or pretence of any Act or Acts of Parliament, or by any other Manner, Right, or Title whatsoever; which said Manor of *Louth*, with the Appurtenances, was in the said Charter of the same Queen stated to extend at the Date thereof to the clear yearly Value of Fifty-two Pounds and Eleven-pence Halfpenny, and which said Messuages, Lands, Tenements, and other the Premises formerly belonging and appertaining to the said Guilds of the *Holy Trinity* and of the *Blessed Mary*, and to the Chantry of *John of Louth* aforesaid, were therein also stated to be then extended to the clear yearly Value of Twenty-six Pounds Thirteen Shillings and Five-pence; to hold the said Manor of *Louth* and the aforesaid Guild of the *Holy Trinity* and Chantry of *John of Louth*, and the aforesaid Guild of the *Blessed Mary* in *Louth*, and also the said Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Rents, Reversions, and Services, and also the aforesaid Court Leet, View of Frankpledge, Law Days, Knights Fees, Reliefs, Heriots,



Heriots, Rights, Jurisdictions, Franchises, Liberties, Privileges, Commodities, Hereditaments, and all and singular other the Premises thereby granted, with all their Appurtenances, to the aforesaid Warden and Assistants, and their Successors for ever, to the proper Use and Behoof of them the Warden and Assistants, and their Successors for ever, in Fee Farm, rendering therefore yearly to the said Queen, Her Heirs and Successors, Eighty-four Pounds of lawful Money of *England*, to be paid at the Receipt of the Exchequer on the Feast of *Saint Michael* in every Year, for all other Rents, Services, and Demands whatsoever to be paid, done, or charged for the future; and the said Queen for Herself, Her Heirs and Successors, thereby granted to the aforesaid Warden and Six Assistants and their Successors, that She, Her Heirs and Successors, yearly and from Time to Time, would exonerate, acquit, and keep indemnified, as well the aforesaid Warden and Assistants and their Successors, as the said Lordship, Manor, Messuages, Lands, Tenements, and all and singular the Premises in Her said Charter expressed and specified, and therein-before granted, with their Appurtenances, from all and all manner of Corrodies, Rents, Fees, Annuities, Pensions, and Portions out of the Premises in anywise issuing or to be paid or thereupon charged, except from the aforesaid Rent of Eighty-four Pounds yearly reserved, and except from Five Shillings to be paid yearly to the Grave there, and except from Thirteen Shillings and Four-pence to be yearly paid for the Fee of the Under Bailiff of the said Manor, and except from One Pound Six Shillings and Eight-pence issuing from the said Manor, to be paid yearly for the Fee of *George Heneage* Esquire, Steward there, granted to him for the Term of his Life, and except from Six Pounds Fourteen Shillings and Four-pence, the extinct Rents of the said Manor of *Louth*, and except from Two Pounds Thirteen Shillings and Four-pence issuing from the said Lands and Tenements belonging to the aforesaid Guilds of the *Holy Trinity* and the *Blessed Mary* and the aforesaid Chantry of *John of Louth*, and yearly to be paid for the Bailiff's Fee there, and except from Sixteen Shillings and Three-pence for Rents resolute issuing out of the same Premises of the last-mentioned Guilds and Chantry, to be paid by the Year, and except from Three Pounds Eight Shillings and Four-pence by the Year for the Decay of the Rents of divers Cottages formerly belonging to the same Premises last recited, and except from Demises and Grants for Life or Years: And whereas King *James* the First, by His Charter or Letters Patent bearing Date the Thirteenth Day of *April* in the Third Year of His Reign, granted to the Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and their Successors, that the Warden of the Town aforesaid for the Time being, and One of the Assistants (to be chosen as therein mentioned), and their Successors thereafter for ever, might and should be Justices to keep the Peace in the said Town, and to exercise such Powers and Authority as in the said Charter are mentioned, and further granted that the Election and Nomination, as well of the Warden and Assistants of the Town aforesaid as of all other Officers eligible within the said Town from Time to Time thereafter for ever, should be made within the Hall of the Town aforesaid called the Town Hall of *Louth*, on the same Days and Times and in the same Manner and Form as theretofore in Times

Charter,  
dated 13th  
April 1604.  
(3 Jac. I.)

[Private.]

r

past



past in the Common Hall of *Louth* aforesaid called the Guildhall they were used and accustomed ; and after reciting that King *Edward* the Sixth by His said Letters Patent herein-before recited granted to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* that they should and might have Power to have, hold, and enjoy within the said void Piece of Land called the *Quarry* mentioned in the said Letters Patent One Market of Oxen, Sheep, and Swine, as well fat as lean, to be kept on *Wednesday* in every Week for ever, and the Tolls and Customs of those Animals there bought and sold, in like Manner and Form as used to be paid for Animals bought and sold in the Fairs there before that Time held, the said King *James* by His said Charter granted to the aforesaid Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and their Successors, that they and their Successors thereafter for ever should have Power to hold and enjoy the aforesaid Market to be kept for ever on *Wednesday* in every Week at a certain Place within the Town aforesaid called the *Beast Market*, or in any other convenient and fit Place within the Town aforesaid or the Precincts thereof, at the Discretion of the aforesaid Warden and Assistants, or the major Part of them for the Time being, for the buying and selling, as well of Horses, Mares, and Geldings, as of Oxen, Sheep, and Swine, and that the said Warden and Six Assistants of the Town aforesaid, and their Successors for ever thereafter, should have Power to have and perceive within the Market aforesaid, of every Buyer of Horses, Mares, or Geldings, certain Tolls therein specified, and such Tolls and Customs of all other living Creatures there bought and sold as used to be paid for Animals bought and sold in Fairs there theretofore held from Time to Time, and should have Power to take, perceive, and have the same, to the proper Use of the said Warden and Six Assistants and their Successors, together with all Liberties and free Customs, and all other Profits, Commodities, and Emoluments whatsoever to such Market pertaining, falling out, or happening : And whereas in or about *Michaelmas* Term One thousand seven hundred and twenty-eight the Attorney General of our Lord the King that then was, at the Relation of *John Wadeson* Clerk, the Master, and of the Usher of the said School, and of such Twelve poor Persons as aforesaid for the Time being, filed his Information in the Court of Chancery against the said Warden and Six Assistants, stating that King *Edward* the Sixth by his said Charter founded the said Grammar School in *Louth*, and for the Maintenance and Continuance of the said School gave to the said Warden and Six Assistants certain Lands, Messuages, and Tenements situate in *Louth* and other Parishes in the County of *Lincoln*, which were Lands of the late dissolved Chantry of the *Holy Trinity* called *John of Louth's Chantry*, and of the late dissolved Guilds of *Saint Mary* in *Louth* and *Saint Mary* in *Grainthorpe*, and also granted to the said Warden and Six Assistants all and singular the Tolls, Customs, Piccage, and Stallage of Two Markets held weekly, and of Three Fairs held every Year, in *Louth* aforesaid, Time out of Memory of Man, which said Messuages, Lands, Tenements, Tolls, and Premises by the said Letters Patent were declared to be at the Date thereof of the clear yearly Value of Forty Pounds,

and

Information  
filed Mi-  
chaelmas  
Term 1728.



and that His said Majesty also granted that the Master of the said School should have a Salary of Twenty Pounds *per Annum*, payable as aforesaid quarterly, and that the Usher should have a Salary of Ten Pounds *per Annum*, payable as aforesaid, for ever, and willed that the Warden and Assistants should make Two several sufficient Grants in Writing under their Common Seal to the Master and Usher of their said several Salaries, with Clauses of Distress on the Lands and Premises aforesaid, and further willed and ordained that the said Warden and Six Assistants, and their Successors for ever, should sustain, feed, and maintain in all things and by all things Twelve poor Persons, to continue for ever, in like Manner and Form as they were theretofore sustained, fed, and kept by the late dissolved Guilds of *Saint Mary* and the *Holy Trinity*, and stating that the said Messuages, Lands, Tolls, and Premises granted by the said Letters Patent were that present Year improved to the Value of One hundred Pounds *per Annum*, and in a few Years would be advanced to the Value of One hundred and fifty Pounds, or some other great annual Sum, and alleging that the Benefit and Advantage of such improved and improvable Rents justly belonged to the Master and Usher of the said School and the said Twelve poor Persons, and prayed that the Warden and Six Assistants might discover the true Rental of the said Messuages, Lands, Tolls, and Premises that Year, and what Taxes they allowed therefrom, and what Expenses they were at in repairing the Premises, or otherwise might be at in the Execution of the Trusts reposed in them, and that the said charitable Use might be preserved, maintained, and continued to all succeeding Generations, and that the Rents then improved, and as they should be improved for future Years, might be disposed of as the said Court should think fit: And whereas the Defendants appeared and put in their Answer to such Information, and thereby admitted, among other things, that the said King *Edward* granted all the said Lands, Messuages, and Hereditaments, and all and singular the Tolls, Customs, Piccage, and Stallage of Two Markets held weekly, and Three Fairs held every Year, in *Louth* aforesaid, Time out of Memory of Man, to the said Warden and Assistants, and that the said King granted Salaries of Twenty Pounds to the Master and Ten Pounds to the Usher of the said School, to be granted with Clause of Distress, and that the said King directed that Twelve poor Persons should be sustained and fed, as in the said Information mentioned; and the said Defendants stated, that it did not appear to them the said Warden and Assistants, by any Books, Papers, or Records whatsoever, how the said Twelve poor Persons were anciently maintained by the said Guilds of *Saint Mary* and the *Holy Trinity*, but admitted that in that Year (One thousand seven hundred and twenty-eight) the said Messuages, Lands, Tenements, Tolls, and Premises were demised at One hundred and seven Pounds Three Shillings and Nine-pence, and that they believed that in Twenty-one Years the said Messuages, Lands, Tolls, and Premises would be somewhat improved, but how much Money the said School and Premises, and the Market Place at *Louth* whence the said Tolls arose, might necessarily cost repairing one Year with another in future Years the said Defendants said they could not set forth; and they stated that they did not claim any Interest or Profit out of the said

Answer to  
Information.



Order of  
Reference to  
Master, dated  
17th May  
1729.

Master's Re-  
port, dated  
10th July  
1729.

Exceptions  
to Report.

Further  
Order, dated  
11th Feb.  
1729.

41 G.3. c.124.

said Lands to themselves, but that they were willing that the whole Rents and Revenues of the said Lands and Premises, then improved or thereafter to be improved, after reasonable Deductions for Repairs, Taxes, and other Expenses, might be distributed and disposed of amongst the Master and Usher of the said School and the Twelve poor Persons, in such Manner and in such Proportions as the Court should direct: And whereas, upon the said Cause coming on to be heard before the said Court on the Seventeenth Day of *May* One thousand seven hundred and twenty-nine, it was referred to the Master to take an Account and see what was the increased annual Value of the Charity Lands, and also to see what in respect of such Increase it would be necessary and reasonable to increase the yearly Stipends of the Master and Usher of the said Free School of *Louth*, making just Allowances for Taxes and Repairs; and if the said Master in taking the said Account should find anything doubtful or difficult, he was to be at liberty to state the Matter relating thereto specifically, for further Directions therein; and after the Master should have made his Report either Party was to be at liberty to resort back to the Court, when such further Order should be made as should be just; and the Master was to tax both Parties their Costs, to be paid out of the Charity Estate: And whereas in pursuance of the said Decree the said Master, by his Report dated the Tenth Day of *July* One thousand seven hundred and twenty-nine, certified, among other things, that he found that King *Edward* the Sixth had by his Charter herein-before recited granted to the said Warden and Assistants the several Messuages, Lands, and Tolls in the said Order mentioned, of the yearly Value at the Date of such Charter of Forty Pounds, and that it appeared by the Answer of the said Defendants that the same had become improved to and were demised at the yearly Rent of One hundred and seven Pounds Three Shillings and Nine-pence, and that in some Years they were likely to be further improved; and that it being proposed to him that the then present net annual Produce of the said Estate, after a Deduction of Taxes, Repairs, and other Outgoings, should be divided into Fourths, agreeable to the said Letters Patent, and that Two Fourths should be paid to the Master, One Fourth to the Usher, and One Fourth to the Twelve poor Persons, he approved of such Proposal, and conceived it to be agreeable to the Intent and Meaning of the said Letters Patent: And whereas to the said Report Exceptions were taken on behalf of the said Twelve poor People, on the Ground that the Allowance to them was not sufficient, and that the Salaries to the Master and Usher were more than sufficient: And whereas on the Eleventh Day of *February* One thousand seven hundred and twenty-nine the said Cause came on to be heard before the Lord Chancellor on the said Exceptions, and on further Directions, and his Lordship ordered and adjudged, that, after a Deduction of all Taxes, Repairs, and other Outgoings of that Suit of all Parties, the said clear Profits should be divided into Fourths, whereof Two Fourths should be paid to the Master, One Fourth to the Usher, and the other Fourth to the poor People, and it was decreed that the improved Rents for the future should go in the same Proportions: And whereas by an Act passed in the Forty-first Year of the Reign of His Majesty King *George* the Third, intituled *An Act for dividing, allotting,*



allotting, and inclosing the Open Common Fields, Meadows, Pastures, and other Commonable Lands and Waste Grounds in the Parish of Louth in the County of Lincoln, after reciting that the Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* were Lords of the Manor of *Louth* aforesaid, and as such seised of and interested in the Soil of the Waste Grounds in the said Manor, and also the Owners of several Messuages, Cottages, Lands, Tenements, Tofts, Rights of Common, and other Hereditaments within the said Manor, it was, after various other Enactments, enacted, that the Commissioners thereby appointed should and they were thereby authorized and required to set out and allot unto the said Warden and Six Assistants, their Successors and Assigns, a certain Piece or Parcel of Ground called the *Quarry* in *Louth* aforesaid, for the Purpose of holding public Fairs and Markets for Cattle thereon in every Year, and that it should and might be lawful for the said Fairs, and all such public Markets as had been and were usually held thereon, and also such other Fairs, Market or Markets, as should thereafter be legally granted to or established by the said Warden and Six Assistants and their Successors, to be thenceforth for ever continued and held at such Times and in such Manner as the same respectively had theretofore been accustomed and held, or should be granted or established to be held, upon the said Piece or Parcel of Ground called the *Quarry*: And whereas the said Commissioners by their Award duly made in pursuance of the said Act of Parliament, and bearing Date the Thirteenth Day of *August* One thousand eight hundred and five, awarded to the said Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, their Successors and Assigns, in their own Right, all that Plot or Piece of Ground called the *Quarry* in *Louth* aforesaid (No. 155.) containing in Statute Measure Four Acres One Rood and Twelve Perches, bounded in the Manner described in the said Award; and the said Commissioners thereby declared that they had awarded the said Allotment No. 155. unto the said Warden and Six Assistants, their Successors and Assigns, as aforesaid, for the Purpose of holding such public Fairs and Markets for Cattle thereon in every Year as in the said Act are mentioned; and the said Commissioners thereby further awarded unto the said Warden and Six Assistants and their Successors, as Lords of the Manor of *Louth* aforesaid, and in right of the said Manor, Eight several Allotments, respectively designated in the said Award by the Numbers and Letters following, No. 9, No. 11, No. 12, No. 85, No. 90, No. 154, No. 198, and No. 197*a*, and described in the said Award by the Quantities and Boundaries therein mentioned; and the said Commissioners thereby declared that such Eight several Allotments were in lieu of and in full Compensation and Satisfaction for all the Rights and Interests of the said Warden and Six Assistants, and their Successors, as Lords of the said Manor of *Louth*, in or to the Soil of the Waste Lands by the said Act directed to be divided and inclosed; and the said Commissioners thereby also awarded unto the said Warden and Six Assistants, and their Successors for the Time being, in their own Right, Fourteen several Allotments, respectively designated in the said Award by the Numbers and Letters following, No. 14, No. 62, No. 63, No. 78, No. 86, No. 89, No. 112, No. 115,

[*Private.*]

Award of  
Commission-  
ers, dated  
13th August  
1805.



Establishment of new Market in 1804.

6 G. 4. c. 129.

No. 159, No. 189, No. 191, No. 197, No. 207, and No. 224, and described in the said Award by the Quantities and Boundaries therein mentioned; and the said Commissioners thereby declared that the said Fourteen several Allotments were in lieu of and in compensation and Satisfaction for all Freehold Lands and Grounds, Rights of Common, and other Freehold Rights and Interests whatsoever of them the said Warden and Six Assistants, in their own Right, in, over, and upon the Fields, Lands, and Grounds by the said Act directed to be divided and inclosed; and the said Commissioners thereby also awarded unto the said Warden and Six Assistants, and their Successors for the Time being, as Guardians of the Free School of King *Edward* the Sixth in *Louth* aforesaid, in right of and in trust for the same School, Four several Allotments, respectively designated in the said Award by the Numbers and Letters following, No. 225, No. 223, No. 87, No. 20a, and described in the said Award by the Quantities and Boundaries therein mentioned; and the said Commissioners thereby declared that the said Four several Allotments were in lieu of and in full Compensation and Satisfaction for all Freehold Lands and Grounds, Rights of Common, and other Freehold Rights and Interests whatsoever of them the said Warden and Six Assistants, as Guardians of and in trust for the said School, in, over, and upon the Fields and Grounds by the said Act directed to be divided and inclosed: And whereas, besides the Markets mentioned in the before-recited Letters Patent of King *Edward* the Sixth and King *James* the First respectively, there was established in the said Town of *Louth* in or about the Year One thousand eight hundred and four, for the Convenience of the said Town and the Neighbourhood thereof, a Market, holden on the *Friday* in every Week during the Spring and Autumn, for the Sale of Sheep and other Animals, from which said Market considerable Profits have been derived by the said Warden and Six Assistants: And whereas by an Act passed in the Sixth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for paving, lighting, watching, cleansing, regulating, and otherwise improving the Town and Parish of Louth in the County of Lincoln*, it was enacted, that the Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth* in the County of *Lincoln*, the Head Master and Under Master of the same School, the High Steward and Town Clerk, the Vicar and Churchwardens of *Louth* aforesaid, and their respective Successors, together with certain Persons therein mentioned, and their Successors, to be elected and appointed in manner therein-after mentioned, should be and they were thereby appointed Commissioners for carrying the said Act into execution; and it was further enacted, that the several public Markets which had been usually holden within the said Town on *Wednesday* and *Saturday* in every Week, and the Spring and Autumn Stock Markets, and also the several Stock Markets which had been usually holden on the *Friday* in every Week during the Spring and Autumn in each Year, and also the several Fairs which had been usually holden within the said Town, should continue to be and should and might be lawfully holden and kept upon the several Days whereupon the same and every of them, were then usually holden and kept, under and subject nevertheless to such Rules as were therein-after contained and authorized to be made; and for avoiding



avoiding the Inconveniencies and Obstructions to which the Markets and Fairs within the said Town were then subject, and for preventing Accidents and Injuries to the Persons resorting to the same, it was further enacted, that it should be lawful for the said Warden and Assistants of the said Town for the Time being from Time to Time to make and establish such Bye Laws, Rules, Orders, and Regulations as to the said Warden and Assistants for the Time being should seem meet, as well for preventing Horses and Carriages from passing through the several Market Places within the said Town and the Approaches to the same, during the Time of the said several Markets and Fairs, as for fixing and appointing proper Places for the loading and unloading of Waggons, Carts, and other Carriages, and for the standing of such Waggons, Carts, and Carriages after being unloaded at the said Markets and Fairs, and for fixing, appointing, and determining by what Streets, Avenues, or Ways such loaded and unloaded Waggons, Carts, and Carriages should pass into, through, and out of the said Town during the Time of the said Markets and Fairs, and what particular Streets or Places should be used for the Exhibition of Neat Cattle, Horses, Sheep, Pigs, and other Animals brought or exposed for Sale at the said Markets and Fairs, and whether such Animals or any of them should be kept confined within any Pens or otherwise, and what specific Market Places within the said Town should be used for the exposing to Sale of the different Kinds of Provisions, Wares, Merchandizes, and Goods brought for Sale to the said Markets and Fairs, and also for regulating and setting out and fixing up and Removal of the Sheds, Stalls, Standings, Blocks, Tressels, and other Articles used to place such Provisions, Wares, Merchandizes, and Goods upon during the Time of the said Markets and Fairs, and also for inspecting the Sorts and Quality of all Flesh Meat brought to the said Markets and Fairs, and for weighing and ascertaining the Weight or Measure of all Provisions and other Articles sold by Weight or Measure in the said Markets or Fairs, and for ascertaining whether the Steelyards, Scales, Weights, and Measures used in the said Markets and Fairs were just and true, and for seizing and destroying publicly all Flesh Meat of unsound or unwholesome Quality, and all false and deficient Steelyards, Scales, Weights, and Measures that should be found in the said Markets or Fairs, and all such other Bye Laws, Rules, Orders, and Regulations for the good Order and Government of the several Markets and Fairs to be held within the said Town, and of the several Persons resorting thereto, as to the said Warden and Assistants for the Time being, in their Judgment and Discretion, should seem proper and expedient for the common Benefit of the said Town and the Persons resorting to the Markets and Fairs thereof; and that it should be lawful for the said Warden and Assistants of the said Town for the Time being to annul, alter, or vary such Bye Laws, Rules, Orders, and Regulations, or any of them, as should be found expedient, and likewise to fix, impose, and lay such reasonable Penalties, Fines, and Forfeitures, not exceeding the Sum of Forty Shillings, for each Nonobservance or other Breach of such Bye Laws, Rules, Orders, and Regulations, or any of them, as to such Warden and Assistants for the Time being should appear necessary and expedient; and that all such Bye Laws,  
Rules,



Rules, Orders, and Regulations, being published as therein-after mentioned, should be good and binding upon and observed by all Persons, and should be sufficient in any Court of Law or Equity to justify any Person who should act under or in pursuance of the same, and that all such Penalties, Fines, and Forfeitures should be recoverable and payable in the same Manner as is therein-after directed concerning other Penalties to be incurred by virtue of the same Act; provided nevertheless, that such Bye Laws, Rules, Orders, and Regulations were not inconsistent with the Provisions of the said Act, or repugnant to the Laws of that Part of the United Kingdom called *England*; and provided also, that no such Bye Law, Rule, Order, or Regulation, or any Alteration or Amendment thereof, should have any Force or Effect until the same should have been duly sealed with the Common Seal of the Warden and Assistants, and until written or printed Copies thereof should have been affixed upon the outer Door of the Guildhall, and also upon other public Places in the said Town; and that all such Bye Laws, Rules, Orders, and Regulations, having been published in the Manner aforesaid, should be valid and in force until the same should be annulled, altered, or varied by the Warden and Assistants of the same Town for the Time being; but nevertheless that any Determination or Judgment under such Bye Laws, Rules, Orders, and Regulations, or any of them, should be subject to Appeal in the Manner therein-after directed: And whereas the said Warden and Six Assistants from Time to Time sold divers Messuages, Parcels of Land, Rents, and other Manorial Profits and Hereditaments granted to them by the herein-before recited Letters Patent of Queen *Elizabeth*, or derived under the same, and also from Time to Time borrowed Money upon Bonds, securing to the Persons advancing the same certain Annuities during their respective Lives, payable out of the Hereditaments comprised in the said last-mentioned Grant, and they applied the Proceeds of such Sales and Loans in purchasing other Messuages, Lands, Tenements, and Hereditaments, and in erecting Houses and other Buildings upon Portions of the Land comprised in the same Grant; and the following Annuities so secured are yet respectively subsisting; namely, an Annuity of Sixteen Pounds secured to *Ann White* for her Life by a Bond dated the Eighteenth Day of *October* One thousand eight hundred and sixteen; an Annuity of Ten Pounds Fifteen Shillings secured to *Jane Fields* for her Life by a Bond dated the Twenty-second Day of *August* One thousand eight hundred and twenty-seven; and an Annuity of Sixty-eight Pounds Three Shillings and Sixpence secured to *Field Flowers Goe Esquire* and *Richard Soper*, as Trustees of *Lucy Watmuff*, for her Life, by a Bond dated the Tenth Day of *September* One thousand eight hundred and thirty: And whereas the said Borough of *Louth* is one of the Boroughs named in Schedule (A.) Section 2. annexed to the Act passed in the Session of Parliament which commenced in the Fifth and was continued in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to provide for the Regulation of Municipal Corporations in England and Wales*, and in the same Act is contained a Proviso with regard to the said Warden and Six Assistants in the Words following; that is to say, “ Provided always, and be it enacted, that nothing contained in this  
“ Act



“ Act shall alter or affect certain Letters Patent bearing Date in the  
 “ Fifth Year of the Reign of His Majesty King *Edward* the Sixth,  
 “ founding a Free Grammar School at *Louth* in the County of  
 “ *Lincoln*, and creating a Body Corporate for the Management and  
 “ Regulation thereof, and for the Benefit of Twelve poor Persons  
 “ mentioned in the said Letters Patent, by the Name of the Warden  
 “ and Six Assistants of the Town of *Louth* and Free School of  
 “ King *Edward* the Sixth in *Louth*, but that the said Warden and  
 “ Assistants shall continue and be a Body Corporate, with perpetual  
 “ Succession, under the Provisions of the said Letters Patent, for  
 “ the Management and Regulation of the said School and the Pur-  
 “ poses aforesaid only, and shall remain and be seised of and entitled  
 “ to all Lands, Tolls, Tenements, and Hereditaments now vested  
 “ in them for the Purposes therein mentioned, in the same Manner  
 “ to all Intents and Purposes as if this Act had not been passed :”

And whereas the said Warden and Six Assistants of the said Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, being before the passing of the last-mentioned Act the Municipal Corporation of the said Borough of *Louth*, and also Trustees for the said Free Grammar School of King *Edward* the Sixth, and for the Twelve poor Persons referred to in the above-recited Proviso of the same Act, they the said Warden and Assistants, for many Years previous to the passing of such Act, and at the Time of the passing thereof, divided the aggregate Properties then vested in them under the said several Letters Patent herein-before mentioned, including the said Messuages, Lands, Tenements, and Hereditaments, Houses, and other Buildings, respectively purchased and erected by them as aforesaid, and also the said *Friday* Sheep Market and the Profits thereof, into Two Classes, respectively distinguished by them as “ King *Edward's* Rental ” and the “ Rental of Queen *Elizabeth*,” the former purporting to comprise all the Lands, Markets, Fairs, Franchises, Tolls, Piccages, Stallages, and other Profits and Emoluments granted by the said Letters Patent of King *Edward* the Sixth, as well as the said weekly Market for Horses, and the Tolls thereof, granted by the said Letters Patent of King *James* the First, and the said *Friday* Sheep and Stock Market established in One thousand eight hundred and four, as aforesaid, with the Profits thereof, of which several Parcels of Property the Rents and Emoluments were applied by the said Warden and Assistants to the Benefit of the said Free Grammar School of King *Edward* the Sixth and of the said Twelve poor Persons in the Proportions in which they were respectively entitled thereto under the said Order made on the Eleventh Day of *February* One thousand seven hundred and twenty-nine by the Lord High Chancellor, upon the Information herein-before recited, and the latter Rental purporting to comprise the said Manor of *Louth*, with all the Lands, Tenements, and Hereditaments whatsoever granted by the said Letters Patent of Queen *Elizabeth*, and the said Messuages, Lands, Tenements, and Houses and other Buildings respectively purchased and erected by the said Warden and Six Assistants as aforesaid, of which several last-mentioned Properties the Rents and Emoluments were applied by the said Warden and Assistants in discharge of the before-mentioned yearly Fee Farm Rent of Eighty-four Pounds, and other the yearly Fees then subsisting and payable

[*Private.*]

t

under



under the said Letters Patent of Queen *Elizabeth*, and the Residue of such Rents and Emoluments was applied by the said Warden and Assistants to such public Purposes as they from Time to Time thought proper: And whereas the said original Body Corporate being now by the Operation of the said Municipal Corporations Act divided into Two distinct Corporations, the one for municipal and the other for eleemosynary Purposes only, the said Warden and Six Assistants, on the passing of such last-mentioned Act, retained to themselves, as Trustees of the said Free Grammar School and of the said Twelve poor Persons, the Property comprised in the said Rental called "King *Edward's* Rental" and the before-mentioned Letters Patent of the said King, and all other Muniments of Title relating to the Lands, Franchises, Fairs, Markets, Tolls, and other Profits, Tenements, and Hereditaments granted by or derived under such Letters Patent, and comprised in such Rental, and existing in a separate State, and delivered to the said Mayor, Aldermen, and Burgesses, as the Municipal Corporation of the said Borough, the Property comprised in the said Rental called the "Rental of Queen *Elizabeth*," together with the before-recited Letters Patent of the said Queen and of King *James* the First respectively, and all other Muniments of Title relating solely to the said Manor of *Louth*, and to the Manorial Profits, Messuages, Lands, Tenements, and Hereditaments granted by such last-mentioned Letters Patent, or purchased and erected as aforesaid, and comprised in such last-mentioned Rental, and existing in a separate State; but the said Warden and Assistants also retained in their own Hands certain ancient Rentals in which both the said Classes of Property are blended together, or which are bound up in Books severally containing both the before-mentioned Rentals, and certain Books of Account, Minute Books, and other Documents containing Accounts and Minutes which also relate to both such Classes of Property, and which Rentals, Books, and other Documents, being incapable of Separation and Division between the said Two Bodies Corporate, were so retained by the said Warden and Six Assistants, with the Consent of the said Mayor, Aldermen, and Burgesses, and on the Understanding that the same should be at all reasonable Times accessible to the Council of the said Borough, their Town Clerk or Agent, for the Purpose of inspecting, copying, and extracting from the same, or of otherwise verifying the Title of the said Mayor, Aldermen, and Burgesses to the said Manor, Manorial Profits, Messuages, Lands, Tenements, and Hereditaments granted by or derived under the said Letters Patent or purchased and erected as aforesaid, and comprised in the said Rental of Queen *Elizabeth* as aforesaid: And whereas in the Year One thousand eight hundred and thirty-eight the Mayor, Aldermen, and Burgesses of the said Borough of *Louth*, with the Consent of the Lords Commissioners of the Treasury, sold divers Parcels of the Lands comprised in the said Rental of Queen *Elizabeth*, for the Purpose of raising a Fund for purchasing a Site within the said Town for covered Market Places, and for erecting the same, together with certain other Buildings thereupon, such Parcels of Land so sold being comprised and described in Schedule (D.) hereto annexed, and the Proceeds of the Sale thereof amounting to the Sum of Two thousand nine hundred and seventeen Pounds Fifteen Shillings and Sixpence; and in the same Year the said

Mayor,



Mayor, Aldermen, and Burgesses, with the like Consent, purchased, for the Sum of Four thousand seven hundred and forty Pounds, and took a Conveyance of the said Site, consisting of the several Messuages, Lands, Tenements, and Hereditaments comprised in Part IV. of Schedule (B.) hereto annexed; and after applying the said Sum of Two thousand nine hundred and seventeen Pounds Fifteen Shillings and Sixpence in discharging the Expenses of such Sale and Purchase respectively as aforesaid, and towards the Payment of the said Purchase Money of Four thousand seven hundred and forty Pounds, the said Mayor, Aldermen, and Burgesses, with the like Consent, mortgaged the said Messuages, Lands, Tenements, and Hereditaments comprised and described in Part IV. of the same Schedule (B.) for the Sum of Two thousand five hundred Pounds, to make up and discharge the Balance of such Purchase Money, which Mortgage is still subsisting: And whereas since the passing of the said Municipal Corporations Act, and since the said Sale, Purchase, and Mortgage lastly above mentioned, various Questions and Claims have been already litigated, and further Questions and Claims have been mooted, and Proceedings at Law and in Equity have been commenced, and were lately pending, between the said Two Corporations reciprocally, as to the Construction of the several Charters or Letters Patent herein-before recited, and as to the Portions of the said aggregate Properties (being Properties included in the Schedules respectively marked (A.) and (B.) hereto annexed) to which the said Two Corporations are respectively entitled, and also as to the Identification of certain Parcels of the Lands now and for a long Time past comprised in the Rental of Queen *Elizabeth*, but which Parcels of Land are claimed by the said Warden and Six Assistants as granted by the said Letters Patent of King *Edward* the Sixth, and as applicable to the eleemosynary Purposes thereof, such Parcels of Land being comprised and described in Part II. of the Schedule marked (B.) hereto annexed: And whereas on the Twelfth Day of *April* One thousand eight hundred and thirty-nine the Mayor, Aldermen, and Burgesses of the Borough of *Louth* exhibited their Bill of Complaint in the Court of Chancery against the said Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and also against the Head Master and Usher of the said School for the Time being, the Twelve poor Persons therein named for the Time being, and Her Majesty's Attorney General, for the Purpose of establishing their Title to the said ancient Beast Market at Fairs, and the said *Wednesday* Market for Oxen, Sheep, and Swine, and the said Market for Horses, and the said *Friday* Market, and the said Piece of Land called the *Quarry*, and the Tolls, Rents, and Profits thereof respectively, thereby praying that it might be declared that the same were respectively vested in the said Warden and Assistants, in trust for the Mayor, Aldermen, and Burgesses of the Borough of *Louth*, as Part of the Borough Fund of the said Town of *Louth*, and that an Account might be taken of the Receipts of the said Warden and Assistants in respect of the Tolls and Profits of such Markets, and of the said Piece of Land called the *Quarry*, and that they might be decreed to pay what should be found due upon the taking of such Account to the Treasurer of the said Borough, for the Purposes of the Borough Fund of the said Town, and that they

Bill filed by  
Mayor, Aldermen, and  
Burgesses  
against the  
Warden and  
Assistants  
and others,  
12th April  
1839.

might



Supple-  
mental Bill,  
dated  
9th June  
1843.

Answers filed,  
and Bills  
dismissed  
with Costs,  
18th April  
1846.

Portion of  
Land com-  
prised in  
Rental of  
Queen Eliza-  
beth taken  
by East Lin-  
colnshire  
Railway  
Company in  
1847.

Purchase  
Money paid  
into Court.

might be decreed and ordered to admit the Mayor, Aldermen, and Burgesses of the said Borough, their Officers and Servants, and the Treasurer of the said Borough, to the Government, Regulation, Possession, Enjoyment, and Receipt of the same Markets and Piece of Land called the *Quarry*, and the Tolls and Profits thereof, for the Time to come: And whereas on the Ninth Day of *June* One thousand eight hundred and forty-three the Mayor, Aldermen, and Burgesses of the said Borough exhibited their supplemental Bill of Complaint in the said Court against *Ann Harriss* and certain other Parties, being Five of the Twelve poor Persons named as Defendants in the said first-mentioned Bill, thereby praying that the Mayor, Aldermen, and Burgesses of the said Borough might have the full Benefit of the said Suit against the said *Ann Harriss* and the other Parties above referred to, as they would have been entitled to against the said deceased poor Persons: And whereas the said several Persons duly filed their respective Answers to the said Bill of Complaint, and by a Decree made in the said Cause by his Honour the Vice Chancellor of *England*, bearing Date the Eighteenth Day of *April* One thousand eight hundred and forty-six, it was ordered that the said Bills of Complaint should stand dismissed out of the said Court, with Costs, to be taxed by the Taxing Master of the said Court in Rotation, and that the said Costs when taxed should be paid by the Plaintiffs in the said Suit: And whereas in the Months of *March*, *April*, and *October* One thousand eight hundred and forty-seven the "*East Lincolnshire Railway Company*," established by "*The East Lincolnshire Railway Act, 1846*," (with which Act is incorporated the "*Lands Clauses Consolidation Act, 1845*,") required, for the Purpose of their Railway and Works, to purchase or take from the said Mayor, Aldermen, and Burgesses certain Parcels of the said Lands comprised in the said Rental of Queen *Elizabeth*, and derived under the before-mentioned Letters Patent of the said Queen, which Lands the said Company were empowered to take under the compulsory Clauses of such incorporated Act; and the requisite Notices having been given by the said Company, they, and the said Mayor, Aldermen, and Burgesses, entered into Agreements, pursuant to the said "*Lands Clauses Consolidation Act, 1845*," for the Purchase and Sale of the Lands so required, for the Sum of Three thousand eight hundred and fifty-seven Pounds and Five Shillings, and the Amount of such Purchase Money was duly determined by Valuation, pursuant to the same Act: And whereas the said Railway Company in the Month of *February* One thousand eight hundred and forty-eight deposited the said Purchase Money and the Interest due thereon, amounting, together with such Purchase Money, to the Sum of Three thousand nine hundred and eighty-four Pounds Fourteen Shillings and Eight-pence, in the Bank of *England*, pursuant to the Seventy-sixth Section of the "*Lands Clauses Consolidation Act, 1845*," the said Sum being placed to the Account of the Accountant General of the Court of Chancery, "*Ex parte* the *East Lincolnshire Railway Company*, the "*Account of the Mayor, Aldermen, and Burgesses of the Borough of Louth*, or other the Parties intrusted in the Lands respectively numbered 30, 30a, 31, and 89 in the deposited Plans and Book of Reference of the said *East Lincolnshire Railway Company* as respects



“ respects the Parish of *Louth* ;” and in the Month of *March* One thousand eight hundred and forty-eight the said Warden and Six Assistants caused to be served on the said Mayor, Aldermen, and Burgesses, and also on the *East Lincolnshire* Railway Company, a Notice addressed to both the said Parties, stating that they the said Warden and Six Assistants had been advised and believed that the Fee Simple and Inheritance of the said Lands sold as aforesaid to the aforesaid Company belonged to the said Warden and Six Assistants, and not to the said Mayor, Aldermen, and Burgesses ; and requiring the said Mayor, Aldermen, and Burgesses, and also the said Company, to abstain from being Party or privy to any Investment of or intermeddling with the said Purchase Money or any Part thereof, without previous Notice to or the Consent in Writing of the said Warden and Six Assistants : And whereas in the same Month of *March* One thousand eight hundred and forty-eight the said Warden and Six Assistants commenced an Action of Detinue of Charters against the said Mayor, Aldermen, and Burgesses, for the Purpose of trying the Title to the said Lands so sold to the said Railway Company, as well as to all other the Lands derived by the said Mayor, Aldermen, and Burgesses under the before-mentioned Letters Patent of Queen *Elizabeth* as aforesaid : And whereas the said Mayor, Aldermen, and Burgesses in the said Month of *March* One thousand eight hundred and forty-eight preferred their Petition unto the Lord High Chancellor of *Great Britain* in the said Matter of “ *The East Lincolnshire Railway Act, 1846,*” praying that it might be referred to One of the Masters of the said Court to tax the Costs of all Parties to the said Application as between Solicitor and Client, and that such Costs might be paid by the said *East Lincolnshire* Railway Company, and that out of the Sum of Three thousand nine hundred and eighty-four Pounds Fourteen Shillings and Eight-pence, in the said Petition mentioned, the Sum of One thousand three hundred and eight Pounds Three Shillings and Three-pence might be paid to the said Warden and Six Assistants, in satisfaction and discharge of the taxed Costs due to them under the before-mentioned Decree made in the said Suit instituted by the said Mayor, Aldermen, and Burgesses against the said Warden and Six Assistants, and such other Defendants as aforesaid, (the said Decree, together with the Taxing Master’s Certificate of the same Costs, having been duly registered by the said Warden and Six Assistants,) and that the Sum of Eighty-three Pounds Three Shillings and Two-pence, in the said last Petition mentioned, might be paid to Her Majesty’s Attorney General, in satisfaction of the taxed Costs due to him under the said Decree, (which Decree, together with the Taxing Master’s Certificate of such last-mentioned Costs, was duly registered by the said Attorney General,) and that the Sum of One thousand two hundred and nineteen Pounds Seventeen Shillings and One Penny, in the said last-mentioned Petition mentioned, might be paid to *Richard Paddison*, in the same Petition named, in satisfaction and discharge of a certain Judgment obtained by him in an Action against the said Mayor, Aldermen, and Burgesses for that Sum, being the Amount of the Costs due to him as their Solicitor in the said Suit, (such Judgment having also been duly registered by the said *Richard Paddison*.)

[*Private.*]

u

together



together with such several Sums as should be legally due for Interest on the said several Principal Monies respectively up to the Time of Payment, and that the Residue of the said Sum of Three thousand nine hundred and eighty-four Pounds Fourteen Shillings and Eight-pence, which should remain after such Payments, might be invested in the Purchase of Bank Three Pounds *per Cent.* Consolidated Annuities, in the Name of the said Mayor, Aldermen, and Burgesses, and that the Dividends thereof might be paid to the then present Treasurer of the said Borough of *Louth*, until the said Residue should be laid out in the Purchase of Land, or until the further Order of the said Court: And whereas on the Hearing of the said Petition it was ordered, on the Application of the said Warden and Six Assistants, that the same should stand over, in order that they might be served with a Copy of the said Petition; and in the Month of *May* One thousand eight hundred and forty-eight the said Warden and Assistants having, on the further Hearing of the same Petition, opposed the Prayer thereof, it was further ordered that the same should stand over until further Order, with Liberty to the Parties to apply; and ultimately in the Month of *June* One thousand eight hundred and forty-eight it was, on the further Hearing of the said Petition, ordered by the said Court, that the said Sum of Three thousand nine hundred and eighty-four Pounds Fourteen Shillings and Eight-pence be laid out in the Purchase of Bank Three Pounds *per Cent.* Annuities, in the Name and with the Privity of the said Accountant General, in trust in the said Matter, the like Account, and he was to declare the Trust thereof accordingly, subject to the further Order of the said Court, and pursuant to the said Order the same Sum was invested in the Purchase of Four thousand seven hundred and thirty-six Pounds Thirteen Shillings and Seven-pence Bank Three Pounds *per Cent.* Annuities, in the Name of the Accountant General, in trust in the said Matter, the before-mentioned Account: And whereas the said Mayor, Aldermen, and Burgesses, being advised that the before-mentioned Decree made by his Honour the Vice Chancellor of *England* in the Suit instituted by them as aforesaid against the said Warden and Assistants, was erroneous, and that the Plaintiffs in the said Suit were aggrieved by such Decree, determined to appeal therefrom to the Lord High Chancellor; and the Council of the said Borough of *Louth*, at a Meeting duly holden on the Twentieth Day of *March* One thousand eight hundred and forty-eight, instructed their Solicitor to take the necessary Measures for prosecuting such Appeal, and the Petition of Appeal was prepared accordingly: And whereas other Questions appeared likely to arise between the said Two Corporations, as to the Exercise of the Power of making Bye Laws for the Regulation of the said Markets and Fairs in *Louth* aforesaid under the above-mentioned Act for paving, lighting, and improving the said Town, such Power being claimed by the Council of the said Borough of *Louth*, but the entire Profits of the said Markets and Fairs being received by or paid to the said Warden and Six Assistants, and by them appropriated to the Benefit of the Master and Usher of the said School and of the said Twelve poor Persons: And whereas at a public Meeting of the Rate-payers of the said Borough of *Louth* holden in *Louth* aforesaid on the Nineteenth Day of *May* One thousand eight hundred and forty-eight Resolutions were



were agreed to, and afterwards subscribed by a large Number (being a Majority) of the Rate-payers of the said Borough, expressing their Regret at the Litigation then pending between the said Two Bodies Corporate, and their Conviction that such Litigation would not only entail heavy Charges upon the Rate-payers, but in other respects injuriously affect the Interests of all Classes, and jeopardize the Prosperity of the said Town, and that such Interests would be best consulted by a Compromise being effected for the Purpose of settling all Differences between the said Two Corporations in regard to the Questions and Claims herein-before mentioned and referred to, and of placing the said Corporate Properties upon a certain Foundation for the future, and directing that such Resolutions might be submitted to the said Two Bodies Corporate, to induce them to come to an amicable Settlement of all such Differences accordingly: And whereas the said Resolutions so subscribed as aforesaid having been submitted to a Meeting of the Council of the said Borough duly holden for that Purpose on the Sixth Day of *June* One thousand eight hundred and forty-eight, and continued by Adjournment to the Twentieth Day of the same Month, it was resolved by a Majority of the Members of the said Council present at such Meeting, that, with a view to secure an amicable Settlement, the following Proposals should be submitted to the said Warden and Six Assistants; namely, first, that an Act of Parliament for settling the Title of the said Two Bodies Corporate respectively to the Property which each of them then held, and for empowering them to carry into effect the other Terms of the Agreement herein-after set forth, should be obtained; at the Expense of the said Borough; second, that the said Warden and Six Assistants should sell and transfer to the said Mayor, Aldermen, and Burgesses the several Markets and Fairs, with the Tolls and other Profits thereof, and also the said *Quarry*, and the Grounds thereto adjoining, then used as Places for exposing Oxen, Sheep, Swine, and Horses for Sale, including the Public House called the *Boar's Head*, and the other Buildings erected upon the said *Quarry*, as well as the Garden and Premises demised therewith (the said several Markets, Fairs, Lands and Buildings being designated by the Numbers 1. and 2. in Schedule (A.) annexed to the said Agreement herein-after set forth, and being comprised in Part V. of Schedule (B.) annexed to this Act,) and that in consideration of such Sale and Transfer the said Mayor, Aldermen, and Burgesses should grant to the said Warden and Six Assistants a perpetual Rent-charge of Four hundred and fifty Pounds *per* Year, to be secured upon Property belonging to the said Borough; third, that the said Mayor, Aldermen, and Burgesses should retain the several Lands, Tenements, and Hereditaments herein-before referred to as being comprised in the Rental of Queen *Elizabeth*, but which Parcels of Land had been claimed as aforesaid by the said Warden and Six Assistants as a Portion of the Grant contained in the said Letters Patent of King *Edward* the Sixth, and as applicable to the eleemosynary Purposes thereof, (being the Lands, Tenements, and Hereditaments comprised and described in Part II. of Schedule (B.) annexed to the said Agreement herein-after set forth, and also in Part II. of Schedule (B.) annexed to this Act), and that in lieu thereof and by way of Exchange for the same the said Mayor, Aldermen, and Burgesses should give up



up and transfer to the said Warden and Six Assistants a certain Dwelling House, Buildings, Lands, and Premises derived under the said Letters Patent of Queen *Elizabeth*, or purchased or erected by the said Warden and Six Assistants as aforesaid, situate in the Town of *Louth*, and then occupied by the Reverend *John Waite*, the Head Master of the said Free Grammar School in the said Town, under a Lease from the said Warden and Six Assistants granted prior to the passing of the before-recited Statute of the Fifth and Sixth Years of King *William* the Fourth, Chapter Seventy-six, the same being severally comprised and described in Part III. of Schedule (B.) annexed to the said Agreement herein-after set forth, and also in Part II. of Schedule (A.) annexed to this Act: And whereas the Council of the said Borough, considering that both of the said Bodies Corporate were established for the Benefit of the said Town and Borough, and being satisfied that it was desirable, with a view to the general Benefit of the Inhabitants of the Borough, and the Exercise of the Power of regulating the several Markets and Fairs, with the Profits arising therefrom, in the Manner most conducive to the Improvement of the Borough, that such Markets and Fairs, with their respective Tolls and other Profits, and also the said *Quarry* and the Ground adjoining thereto, upon which the public Fairs and Markets for Cattle have been usually holden, should be vested in and under the Control of the Municipal Corporation of the said Borough, the said Mayor, Aldermen, and Burgesses and the said Warden and Six Assistants mutually agreed to settle all such Differences and compromise all such Matters as aforesaid on the Basis of the said Proposals of the said Mayor, Aldermen, and Burgesses, and according to the Terms herein-after set forth: And whereas by Articles of Agreement made and entered into on the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, between the said Mayor, Aldermen, and Burgesses of the one Part, and the said Warden and Six Assistants of the other Part, and under the Common Seals of the said respective Corporations, after reciting the Matters herein-before recited (with the Exception of the said Fact of the Investment of the said Sum of Three thousand nine hundred and eighty-four Pounds Fourteen Shillings and Eight-pence, in pursuance of the said Order made in the Month of *June* One thousand eight hundred and forty-eight), it was witnessed, that to the end and for the Purposes aforesaid, and in consideration of the Premises, it was thereby mutually covenanted, declared, and agreed by and between the said Mayor, Aldermen, and Burgesses and the said Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and each of the said Parties thereby severally covenanted, declared, and agreed, for themselves respectively, and for their respective Successors, to and with the other of them, their Successors and Assigns, in manner following; that is to say,

Articles of Agreement between the Two Corporations, dated 24th Nov. 1848.

- I. That thenceforth all Proceedings at Law or in Equity relative to the Construction of the several herein-before mentioned Letters Patent of King *Edward* the Sixth, Queen *Elizabeth*, and King *James* the First, and to the Title to the Estates and Properties, Houses and other Buildings, thereby respectively granted, or thereunder derived, or purchased and erected as aforesaid, and respectively



respectively comprised and described in the Schedules marked with the Letters (A.) and (B.) respectively annexed to the said Agreement, (which Premises are comprised and described in Parts I. and II. of Schedule (A.) and in Schedule (B.) respectively annexed to this Act,) and relative to the Portions thereof to which the said Parties to such Agreement were respectively entitled, as well as all Proceedings relative to the said several Lands, Tenements, and Hereditaments comprised and described in Part II. of Schedule (B.) annexed to the said Agreement, (being the same Lands, Tenements, and Hereditaments which are comprised and described in Part II. of Schedule (B.) annexed to this Act,) and alleged by the said Warden and Six Assistants to have been wrongly transferred from "King *Edward's* Rental" to the "Rental of Queen *Elizabeth*," and in anywise relative to all other the Questions and Claims herein-before referred to, should cease, and that each of the said Parties thereto should pay their own respective Costs in such of the said Proceedings as were then pending :

II. That the said Warden and Six Assistants should withdraw all Opposition to the herein-before recited Petition of the said Mayor, Aldermen, and Burgesses in the said Matter of the "*East Lincolnshire Railway Act, 1846*," and should at their own Expense consent to the Prayer thereof :

III. That no Proceedings at Law or in Equity should at any Time after the said Agreement be had or commenced by the said Warden and Six Assistants, and their Successors, against any Person or Persons whomsoever having purchased from the said Warden and Six Assistants, at any Time before the passing of the Act for the Regulation of Municipal Corporations, herein-before mentioned, any Part of the Rents or other Manorial Profits, Messuages, Lands, Tenements, and Hereditaments, Houses and other Buildings, granted by or derived under the said Letters Patent of Queen *Elizabeth*, or purchased and erected by the said Warden and Six Assistants as aforesaid; or against any Person or Persons having purchased from the said Mayor, Aldermen, and Burgesses any Part of the Lands and Hereditaments sold in the Year One thousand eight hundred and thirty-eight, as herein-before recited, and comprised and described in the Schedule marked with the Letter (D.) annexed to the said Agreement, and also in the Schedule marked with the Letter (D.) annexed to this Act, or against any Person or Persons whomsoever claiming through or under such respective Purchaser or Purchasers or any of them, or against the Person or Persons for the Time being claiming any Estate or Interest in the said Messuages and Premises purchased as aforesaid by the said Mayor, Aldermen, and Burgesses in the said Year One thousand eight hundred and thirty-eight, and comprised in Part IV. of Schedule (B.) annexed to the said Agreement, and also in Part IV. of Schedule (B.) annexed to this Act, under or by virtue of the Mortgage thereof herein-before referred to; or in the Principal and Interest Monies thereby secured, but that such Manorial Profits, Messuages, Lands, Tenements, and Hereditaments, Houses and other Buildings, so sold as aforesaid, and

[*Private.*]

x

also



also the said mortgaged Premises, should at all Times thereafter be peaceably enjoyed, and the Rents and Profits thereof taken accordingly, by the Person or Persons respectively claiming as aforesaid, without Eviction or Denial by the said Warden and Six Assistants or their Successors :

IV. That the several Lands, Markets, Fairs, Franchises, and Hereditaments comprised in the Schedule marked with the Letter (A.) annexed to the said Agreement (being the same Hereditaments and Premises as are comprised in Part I. of Schedule (A.) and also in Part V. of Schedule (B.) annexed to this Act), and no other, should be taken to constitute the Estates granted by the said Letters Patent of King *Edward* the Sixth and King *James* the First respectively, and then remaining unalienated, or derived or held under the Provisions of the same Letters Patent, and then vested in or belonging to the said Warden and Six Assistants, in trust for the Benefit of the said Free Grammar School of King *Edward* the Sixth in *Louth* and of the said Twelve poor Persons, and that such Estates should at all Times after the said Agreement be peaceably enjoyed, and the Rents and Profits thereof taken accordingly, without any Eviction or Denial by the said Mayor, Aldermen, and Burgesses, or their Successors :

V. That the aforesaid Manor of *Louth*, and the Manorial Profits, and the several Messuages, Lands, Tenements, and Hereditaments, Houses and other Buildings, comprised and described in Parts I., II., and III. of the Schedule marked with the Letter (B.) annexed to the said Agreement, (being the same Hereditaments and Premises as are comprised and described in Part II. of Schedule (A.), and in Parts I., II., and III. of Schedule (B.), annexed to this Act,) and also the Messuages, Dwelling Houses, Warehouses, Granaries, Stables, and other Outhouses and Buildings, with the Yards, Gardens, and Appurtenances, comprised and described in Part IV. of Schedule (B.) annexed to the said Agreement, (being the same Messuages, Hereditaments, and Premises as are comprised and described in Part IV. of Schedule (B.) annexed to this Act,) and no other, should be taken to constitute the Estates granted by the said Letters Patent of Queen *Elizabeth*, or derived or held under the said Letters Patent, or purchased and erected by the said Warden and Six Assistants and by the said Mayor, Aldermen, and Burgesses respectively, as aforesaid, then remaining unalienated, and then vested in or belonging to the said Mayor, Aldermen, and Burgesses, for the Purposes of the Borough Fund of the said Town of *Louth*, and that such Estates should at all Times thereafter be peaceably enjoyed, and the Rents and Profits thereof taken accordingly, without any Eviction or Denial by the said Warden and Six Assistants, or their Successors :

VI. That each of the said Parties to the said Agreement, and their Successors respectively, should continue to retain the several Letters Patent, Rentals, Books of Account, Minute Books, and other Documents and Muniments of Title then in the Hands of each of the said Parties respectively, except as to such of the said Muniments then in the Possession of the



said Warden and Six Assistants as relate to the particular Parcels of the Estates and Properties comprised in Schedule (A.) and in Part II. of Schedule (B.) annexed to the said Agreement (being the same Hereditaments and Premises as are comprised and described in Parts II. and V. of Schedule (B.) annexed to this Act), proposed to be vested in the said Mayor, Aldermen, and Burgesses, as herein-after mentioned, and which solely concern the same Premises, and also except as to such of the said Muniments then in the Possession of the said Mayor, Aldermen, and Burgesses as relate to the particular Parcels of Property comprised in Part III. of the same Schedule (B.) annexed to the same Agreement (being the same Parcels of Property as are comprised and described in Part II. of Schedule (A.) annexed to this Act), proposed to be vested in the said Warden and Six Assistants, as herein-after mentioned, and which solely concern such last-mentioned Parcels, but that the said Letters Patent of King *Edward* the Sixth, as being the Foundation Charter of the Incorporation of the said Town of *Louth*, and the several Rentals, Books of Account, Minute Books, and other Documents relating to both Classes of Property comprised in the said Schedules marked (A.) and (B.) annexed to the said Agreement, (being the same Hereditaments and Premises as are comprised and described in Parts I. and II. of Schedule (A.) and in Schedule (B.) annexed to this Act,) and retained by the said Warden and Six Assistants, with the Consent of the said Mayor, Aldermen, and Burgesses, under the Circumstances and for the Reasons herein-before recited, (being the Rentals, Books, and other Documents specified in Part I. of the Schedule marked with the Letter (C.) annexed to the said Agreement, and also specified in Part I. of Schedule (C.) annexed to this Act,) should be at all reasonable Times accessible to the Council of the said Borough, their Town Clerk or Agent for the Time being, for the Purpose of inspecting, copying, and extracting from the same, or of otherwise verifying the Title of the said Mayor, Aldermen, and Burgesses, their Successors or Assigns, to the said Estates then vested in or belonging to the said Mayor, Aldermen, and Burgesses as aforesaid, and comprised in the said Schedule (B.) annexed to the said Agreement, (being the same Estates as are comprised and described in Part II. of Schedule (A.), and in Parts I., II., III., and IV. of Schedule (B.), annexed to this Act,) as well as of the Title of the respective Owners for the Time being of the several Messuages, Lands, Rents, or other Manorial Profits and Hereditaments sold by the said Warden and Six Assistants, and by the said Mayor, Aldermen, and Burgesses respectively, as herein-before recited, and that the said Warden and Six Assistants, and their Successors, should at all Times thereafter, at the Request and Costs of the said Mayor, Aldermen, and Burgesses, their Successors or Assigns, produce or cause to be produced the said Letters Patent of King *Edward* the Sixth, and the said Books of Account, Minute Books, and other Documents specified in Part I. of the said Schedule marked (C.) annexed to the said Agreement, (being the same Books of Account and other Documents

as



as are specified in Part I. of Schedule (C.) annexed to this Act,) for the Support or Manifestation of the Title of the said Mayor, Aldermen, and Burgesses, and their Successors, to the said Estates comprised and described in Schedule (B.) annexed to the said Agreement (being the same Estates as are comprised and described in Part II. of Schedule (A.), and in Parts I., II., III., and IV. of Schedule (B.), annexed to this Act,) and the Title of the respective Owners for the Time being of the Messuages, Lands, Rents, and other Manorial Profits and Hereditaments so sold, as lastly herein-before referred to, to the same Hereditaments, in any judicial Proceeding, or otherwise as Occasion should require :

VII. That the Parties to the said Agreement should mutually endeavour to procure an Act or Acts of Parliament to be passed in the then next ensuing Session of Parliament for the following Purposes :

1st. Of giving due legal Effect to the several Articles and Stipulations therein-before contained, and having the Numerals I., II., III., IV., V. and VI. thereto respectively prefixed, so that the respective Titles of the said Warden and Six Assistants, their Successors and Assigns, and of the said Mayor, Aldermen, and Burgesses, their Successors and Assigns, to the Estates comprised and described in the said Schedules marked with the Letters (A.) and (B.) respectively annexed to the said Agreement (being the same Estates as are comprised and described in Parts I. and II. of Schedule (A.) and in Schedule (B.) annexed to this Act), in trust as to the Estates comprised in the said Schedule (A.) annexed to the said Agreement) except such of them as were intended to be given up to the said Mayor, Aldermen, and Burgesses, as herein-after mentioned), for the charitable Purposes mentioned in the said Letters Patent of King *Edward* the Sixth, and subject to the herein-before recited Decree made by the Lord High Chancellor on the Eleventh Day of *February* One thousand seven hundred and twenty-nine, and as to the Estates comprised in the said Schedule (B.) annexed to the said Agreement (being the same Estates as are comprised and described in Part II. of Schedule (A.), and in Parts I., II., III., and IV. of Schedule (B.), annexed to this Act), except the Property comprised in Part III. of Schedule (B.) annexed to the said Agreement, for the Purposes of the Borough Fund of the said Town of *Louth*, and also the respective Titles of all Persons deriving and claiming under the said Warden and Six Assistants, and under the said Mayor, Aldermen, and Burgesses respectively, any Estate or Interest in the Manorial Profits, Messuages, Lands, Tenements, and Hereditaments, Houses and other Buildings, that have been from Time to Time sold as aforesaid, or deriving and claiming, under and by virtue of the before-mentioned Mortgage, any Estate or Interest in the said Premises so purchased by the said Mayor, Aldermen, and Burgesses as aforesaid, might be for ever hereafter effectually quieted, confirmed, and defended both at Law and in Equity :

2d. Of



2d. Of vesting in the said Mayor, Aldermen, and Burgesses, and their Successors, in consideration of the Rent-charge and Exchange respectively therein-after mentioned, for the Purposes of the Borough Fund of the said Town of *Louth*, all those Two several Markets of all Kinds of Wares and Goods held twice every Week, to wit, on the Days of *Saturday* and *Wednesday* in every Year, in *Louth* aforesaid, and also those Three several Fairs held therein every Year (including the ancient Beast Market at the Time of such Fairs), and also all and all manner of Tolls, Customs, Piccages, Stallages, Usages, and other Profits, Commodities, and Emoluments whatsoever in anywise howsoever coming, arising, or growing from the said several Markets and Fairs, or any of them, or to the said several Markets and Fairs, or any of them, in anywise belonging or appertaining, in as full, large, ample, and beneficial a Manner, to all Intents and Purposes whatsoever, as the same several Markets and Fairs, Tolls, Customs, Piccages, and Stallages, Usages, and other Profits and Emoluments, coming, arising, or growing therefrom, were granted to the said Warden and Six Assistants by the said Letters Patent of King *Edward* the Sixth, or otherwise howsoever; and also all that Market for Oxen, Sheep, and Swine, as well fat as lean, kept on *Wednesday* in every Week in *Louth* aforesaid, pursuant to the said Letters Patent of King *Edward* the Sixth, with the Tolls and Customs thereof; and all that Market for Horses, Mares, and Geldings kept on *Wednesday* in every Week, pursuant to the before-mentioned Charter of King *James* the First, with the Tolls thereof; and also all that Market holden on the *Friday* in every Week during the Spring and Autumn for the Sale of Sheep and other Animals, established in the Year One thousand eight hundred and four, as herein-before mentioned and described in the before-mentioned Act of the Sixth Year of King *George* the Fourth as the Spring and Autumn Stock Market, with all and all manner of Pennage, Standage, Customs, Usages, and other Profits and Emoluments arising therefrom, or which had theretofore been held and enjoyed by the said Warden and Six Assistants, their Tenants or Assigns; and also all that Plot or Parcel of Ground called the *Quarry*, in *Louth* aforesaid, marked No. 155 on the Map annexed to the herein-before mentioned Award made upon the Inclosure of the Open Common Fields, Lands, and Grounds in *Louth* aforesaid, containing in Statute Measure Four Acres One Rood and Twelve Perches, for the Purpose of holding the public Fairs and Markets for Cattle in the said Town, and also all other the Ground upon which such Fairs and Markets have been usually held near or adjoining to the said *Quarry*; and all that Messuage, Tenement, or Public House commonly called or known by the Name or Sign of the "*Boar's Head*," with the Brew-house, Stables, and Outhouses thereto adjoining and belonging, situate and being in the said Place called the *Quarry*,

[Private.]

y

and



and near unto the Pig Market there; and also all that Piece or Parcel of Garden Ground adjoining thereto, containing in Length from North to South Forty-three Yards, and in Breadth from East to West at the North End thereof Thirty-five Yards, and at the South End thereof Thirty-six Yards, as the same had been theretofore held and enjoyed with the said Messuage or Public House, together with all and singular the Outhouses, Edifices, Buildings, Backsides, Ways, Easements, Paths, Passages, Waters, Watercourses, Profits, Privileges, Advantages, Emoluments, Rights, Members, and Appurtenances whatsoever belonging or in anywise appertaining to the said Premises, which were then in the Tenure or Occupation of *Richard Clarkson*, and formerly were in the Occupation of *George Preston*; and also all that inclosed Piece or Parcel of Ground surrounded by a Brick Wall, and fitted up with Pens, in which Pigs or Sheep are exposed for Sale at the Fairs and Markets held in the said Town, and commonly called the Pig Market; all which Premises were severally designated by the Numbers I. and II. in the Schedule marked with the Letter (A.) annexed to the said Agreement, and are the same Premises as are comprised and described in Part V. of Schedule (B.) annexed to this Act; and also all those several Closes or Parcels of Land, Tenements, and Hereditaments situate, lying, and being respectively in the several Parishes of *Anderby* and *Great Carleton* in the said County of *Lincoln* and in the said Borough of *Louth*, and respectively known by the Names and containing the Quantities following; (that is to say,) in the said Parish of *Anderby* a Close of Meadow Land containing by Estimation Nine Acres and Thirty-two Perches (more or less), then in the Occupation of *Mr. Joseph Harred*, in the said Parish of *Great Carleton*; a Close of Pasture Land called the *Holmes*, containing by Estimation Eighteen Acres One Rood and Nineteen Perches (more or less), then in the Occupation of *Mr. John Cross*, and in the said Borough of *Louth*; a Close of Pasture Land called the *World's End Close*, situate in or near a Street called *Westgate*, and containing by Estimation Two Acres and Eight Perches (more or less), then in the Occupation of *Mr. James Milson*; a Close of Pasture Land called *Tenter Close* otherwise *Monk's Dyke Close*, situate in or near a Street called *Maiden Row*, and containing by Estimation One Acre One Rood and Nineteen Perches (more or less), then in the Occupation of *Mr. Thomas Rose*; and a Close called *Monk's Dyke Head Close*, situate in or near a Street called *Kidgate*, consisting of Pasture Land, Garden, and Plantations, and containing by Estimation Two Acres and Eighteen Perches (more or less), with the Hovel standing thereupon, in the Occupation of *Mr. Thomas Nundy*; being the Lands, Tenements, and Hereditaments comprised and described in Part II. of the Schedule (B.) annexed to the said Agreement, and being also comprised and described in Part II. of Schedule (B.)

o

annexed



annexed to this Act, and claimed by the said Warden and Six Assistants as a Portion of the Grant contained in the said Letters Patent of King *Edward* the Sixth, as herein-before recited, together with all such Muniments of Title then in the Possession of the said Warden and Six Assistants as relate solely to the said several Premises therein-before described, and proposed to be vested in the said Mayor, Aldermen, and Burgesses, accompanied with a Provision for securing to the Council of the said Borough, their Town Clerk or Agent for the Time being, Access at all reasonable Times to the said Charter of King *Edward* the Sixth, and to the said several Rentals, Books of Account, Minute Books, and other Documents and Muniments of Title specified in Part I. of the said Schedule (C.) annexed to the said Agreement, (being the same Rentals, Books of Account, Minute Books, and other Documents as are specified in Part I. of Schedule (C.) annexed to this Act,) as well as to all the other Muniments retained by the said Warden and Six Assistants, as herein-before recited, (being the Muniments existing in a separate State, and specified in Part II. of the same Schedule (C.) annexed to the said Agreement, and which separate Muniments are also specified in Part II. of Schedule (C.) annexed to this Act,) for the Purpose of inspecting, copying, and extracting from the same, or of otherwise verifying the Title of the said Mayor, Aldermen, and Burgesses, their Successors or Assigns, to the said several last-mentioned Premises, and also with a Provision for securing the Production of the said Letters Patent of King *Edward* the Sixth, and of the other Muniments specified in Part I. and Part II. of the said Schedule (C.) annexed to the said Agreement, by the said Warden and Six Assistants, and their Successors, at all Times hereafter, at the Request and Costs of the said Mayor, Aldermen, and Burgesses, their Successors or Assigns, for the Support or Manifestation of the Title of the said Mayor, Aldermen, and Burgesses, and their Successors, to such last-mentioned Premises, in any judicial Proceeding, or otherwise as Occasion should require :

3d. Of charging the Messuage, Garden, Tolls, Stallages, and Premises designated severally by the Numbers I. and II. in the Schedule marked with the Letter (A.) annexed to the said Agreement (being the same Premises as are comprised and described in Part V. of Schedule (B.) annexed to this Act), and also such of the Lands and Hereditaments, Yards, Gardens, and Appurtenances, as were marked respectively (A 1.), and comprised and described in Part I. of the Schedule marked with the Letter (B.) annexed to the said Agreement, (being the same Lands, Hereditaments, and Premises, with such Exception and Substitution as are mentioned in the further Agreement herein-after referred to, as are comprised and described in Part III. of Schedule (B.) annexed to this Act,) with a yearly Rent-charge of Four hundred and fifty Pounds, to take effect as from and after



## 12° &amp; 13° VICTORIÆ, Cap. 5.

after the Sixth Day of *April* One thousand eight hundred and forty-eight, and thenceforth for ever, and to be payable as herein-after mentioned (subject nevertheless to a Priority of Claim in respect of the said Life Annuities herein-before mentioned, and as to such Hereditaments as are marked respectively (A 1.), and comprised in Part I. of the said Schedule (B.) annexed to the said Agreement, being the same Lands, Hereditaments, and Premises as are, with such Exception and Substitution as aforesaid, comprised and described in Part III. of Schedule (B.) annexed to this Act, subject to a Priority of Claim in respect of the before-mentioned Fee Farm Rent of Eighty-four Pounds *per* Year reserved by the said Letters Patent of Queen *Elizabeth*, and in respect of such of the yearly Fees and other Charges therein mentioned as are still subsisting, and in respect of the said Life Annuities, and of all Debts and Interest, Rights, Interests, Claims, or Demands whatsoever, now affecting the last-mentioned Hereditaments), and of vesting such Rent-charge of Four hundred and fifty Pounds (subject at aforesaid) in the said Warden and Six Assistants, and their Successors, in trust for the Benefit of the Head Master and Usher of the said Free Grammar School of King *Edward* the Sixth in *Louth*, and of the Twelve poor Persons, in the Proportions in which they are now respectively entitled to the Revenues arising from the Estates comprised and described in the Schedule marked with the Letter (A.) annexed to the said Agreement, (being the same Estates as are comprised and described in Part I. of Schedule (A.) and in Part V. of Schedule (B.) annexed to this Act,) under and by virtue of the said Order made on the Eleventh Day of *February* One thousand seven hundred and twenty-nine by the Lord High Chancellor, upon the Information herein-before set forth, the said Rent-charge to be payable to the said Warden and Six Assistants, and their Successors, by equal quarterly Payments on the Sixth Day of *July* and the Sixth Day of *October*, the Sixth Day of *January* and the Sixth Day of *April*, in every Year, with Powers of Distress and Entry, and Perception of the Rents, Tolls, and Profits, for Recovery of the Arrears thereof, by the said Warden and Six Assistants and their Successors, the first of such quarterly Days of Payment to be computed from the Sixth Day of *April* One thousand eight hundred and forty-eight :

- 4th. Of releasing and discharging the said several Markets and Fairs, and the Tolls and other Profits thereof, and the said Piece of Land called the *Quarry*, and also the said Public House and other Buildings and Premises thereto adjoining, and therein-before described, and the Rents and Profits thereof, and the several Closes or Parcels of Land, Tenements, and Hereditaments comprised in Part II. of the Schedule marked with the Letter (B.) annexed to the said Agreement, (being the same Closes and Hereditaments as are comprised in Part II. of Schedule (B.) annexed to this Act,)



Act), and the Rents and Profits thereof, from the charitable Trusts of the said Letters Patent of King *Edward* the Sixth, and from the said Order made by the Lord High Chancellor on the Eleventh Day of *February* One thousand seven hundred and twenty-nine, as aforesaid, respectively, from and after the Sixth Day of *April* One thousand eight hundred and forty-eight, and thenceforth for ever, and of subjecting the same Premises to be so vested in the said Mayor, Aldermen, and Burgesses, and their Successors, from and after the said Sixth Day of *April* One thousand eight hundred and forty-eight, and thenceforth for ever, in exoneration of all the Estates, Real and Personal, for the Time being vested in the said Warden and Six Assistants, and their Successors, as Trustees for the said School and Twelve poor Persons as aforesaid, to the said Fee Farm Rent of Eighty-four Pounds *per* Year, and to such of the yearly Fees and other Charges mentioned in the said Letters Patent of Queen *Elizabeth* as are still subsisting, and to the said Life Annuities, and to all Debts and Interest, Rights, Interests, Claims, and Demands whatsoever, then affecting the said Manor of *Louth*, and the Manorial Profits, Messuages, Lands, Tenements, and Hereditaments granted by or derived under the said Letters Patent of Queen *Elizabeth*, and the Houses and other Buildings purchased or erected by the said Warden and Six Assistants as aforesaid, (which are therein stated to be the Hereditaments respectively comprised in Parts I., II., and III. of Schedule (B.) annexed to the said Agreement,) and to the Trusts and Provisions of the said Act for the Regulation of Municipal Corporations in *England* and *Wales*, reserving nevertheless to the several Parties interested the Rights of Priority to which they were respectively entitled at the Date of the said Agreement in respect of the Charges, Debts, and Incumbrances therein and herein-before mentioned or referred to:

5th. Of vesting in the said Warden and Six Assistants and their Successors, by way of Exchange, as herein-before mentioned, in trust for the Benefit of the said Free Grammar School of King *Edward* the Sixth and the said Twelve poor Persons, all that Messuage or Dwelling House, with the Outbuildings, Yards, Gardens, and Plantations, and Close of Pasture Land thereto adjoining and belonging, situate, standing, lying, and being at the upper End of a Street in *Louth* aforesaid called *Goosepool*, and formerly in the Tenure or Occupation of the Reverend Doctor *Orme* deceased, but then in the Tenure or Occupation of the Reverend *John Waite*, the Head Master of the said Free Grammar School, (being the Dwelling House, Buildings, Lands, and Premises comprised in Part III. of the Schedule marked with the Letter (B.) annexed to the said Agreement, and which are comprised in Part II. of Schedule (A.) annexed to this Act,) together with all such Muniments of Title then in the Possession of the said Mayor, Aldermen, and Burgesses as relate solely to the

[*Private.*]

z

said



said Dwelling House, Buildings, Lands, and Premises lastly therein-before described, and proposed to be vested in the said Warden and Six Assistants, accompanied with a Provision for securing to the said Warden and Six Assistants, and their Successors, and to their Clerk or Agent for the Time being, Access at all reasonable Times to the said Charter of Queen *Elizabeth*, and to such of the several Muniments of Title now in the possession of the said Mayor, Aldermen, and Burgesses as relate to the last-mentioned Premises jointly with any other Property belonging to them, (being the Muniments specified in Part III. of Schedule (C.) annexed to the said Agreement, and which same Muniments are also specified in Part III. of Schedule (C.) annexed to this Act,) for the Purpose of inspecting, copying, and extracting from the same, or of otherwise verifying the Title of the said Warden and Six Assistants, their Successors or Assigns, to the said last-mentioned Premises, and also with a Provision for securing the Production of the said Letters Patent of Queen *Elizabeth*, and of the other Muniments specified in Part III. of the said Schedule (C.) annexed to this Act, by the said Mayor, Aldermen, and Burgesses, and their Successors, at all Times hereafter, at the Request and Costs of the said Warden and Six Assistants, their Successors or Assigns, for the Support and Manifestation of the Title of the said Warden and Six Assistants, and their Successors, to such last-mentioned Premises, in any judicial Proceeding or otherwise, as Occasion should require:

6th. Of releasing and discharging the said Dwelling House, Buildings, Lands, and Premises lastly therein-before described, and the Rents and Profits thereof, from the said Fee Farm Rent of Eighty-four Pounds *per* Year, and from the yearly Fees and other Charges mentioned in the said Letters Patent of Queen *Elizabeth*, and from the said Life Annuities, and from all Debts and Interest, Rights, Interests, Claims, or Demands whatsoever, then affecting the said Dwelling House, Buildings, Lands, and Premises, and from the Trusts and Provisions of the said Act for the Regulation of Municipal Corporations in *England* and *Wales*, from and after the Sixth Day of *April* One thousand eight hundred and forty-eight, and of subjecting the same, and also the said Rent-charge of Four hundred and fifty Pounds *per* Year to be charged and vested in the said Warden and Six Assistants, and their Successors, as therein-before mentioned, to all the Provisions of the said Letters Patent of King *Edward* the Sixth, and with regard to the Proportions in which the Rents and Profits of the said Dwelling House, Buildings, Lands, and Premises, and the said Rent-charge, should be divided amongst the Master and Usher of the said Grammar School and the said Twelve poor Persons, to the said Order made on the Eleventh Day of *February* One thousand seven hundred and twenty-nine by the Lord High Chancellor upon such Information as aforesaid:



7th. Of vesting in the said Mayor, Aldermen, and Burgesses, and their Successors, or in the Council of the said Borough of *Louth* for the Time being, all the Powers and Authorities created by the herein-before recited Charters of King *Edward* the Sixth and King *James* the First, and thereby conferred on the said Warden and Six Assistants of the said Town and School, and their Successors, for changing or proroguing the Time of holding the said Fairs or any of them, and the Place for holding the said Markets for Oxen, Sheep, Swine, and Horses, or of otherwise regulating the said Markets and Fairs, and also the several Powers and Authorities created by the said herein-before recited Act for paving, lighting, watching, and cleansing, regulating, and otherwise improving the said Town of *Louth*, and thereby conferred on the said Warden and Six Assistants of the said Town, for making and establishing such Bye Laws and Regulations as are herein-before referred to in regard to the said Markets and Fairs, and the Streets and other Places to be used for the Exhibition of Animals for Sale there, and the Market Places for exposing to Sale the different Kinds of Provisions, Wares, Merchandizes, and Goods, or for otherwise regulating the same Markets and Fairs, and controlling and supervising the same, and the Persons frequenting the same, and the Weights and Measures there used, and the Provisions, Cattle, and Commodities there exposed for Sale, with such additional and amended Powers and Authorities as Parliament might think reasonable for regulating the said Markets and Fairs, and the said Market Places, or any Market Hall or Market Place to be thereafter made for holding any Markets or Fairs, already established and provided, or to be thereafter established and provided, within the said Borough of *Louth*, and for enlarging and improving any such Market Place or Market Hall, and for taking and recovering the Tolls, Piccage, Stallage, Pennage, Standage, and other Profits now customarily payable at the said Markets and Fairs, and also such Stallage, Rents, and Tolls for the Occupation or Use of any Stand, Stall, Shed, Pen, or Place in any Market Hall or Market Place to be thereafter made, and such Tolls for weighing or measuring any Article sold in any such Market Hall or Market Place for the Time being within the said Borough, by Weight or Measure, or any other such Tolls as Parliament might think proper to provide for by the proposed Act or Acts :

8th. That the said Act or Acts should contain all such other Enactments as could be obtained, and as Parliament might think fit to allow, for the better carrying into effect the said Agreement, and the several Stipulations thereof :

VIII. That the said Warden and Six Assistants should, at the Expense of the Council of the Borough of *Louth*, within Ten Days after the Execution of the said Agreement, deliver to the Council of the said Borough, their Town Clerk or Agent, a List or Table in Writing of all and all manner of Tolls, Customs, Piccages,



Piccages, Stallages, Usages, and other Profits, Commodities, and Emoluments then lawfully payable at the said several Markets and Fairs granted by the therein-before recited Letters Patent of King *Edward* the Sixth and King *James* the First respectively, and also of all and all manner of Pennages, Standages, Customs, Usages, Profits, and Emoluments then lawfully payable at the said *Friday* Market established in the Year One thousand eight hundred and four, as aforesaid :

IX. That the said Mayor, Aldermen, and Burgesses should, as to their Part of the Arrangement contained in the said Agreement, make such Application or Applications as might be required, or as Counsel might advise, to the Lords of Her Majesty's Treasury, to Her Majesty's Attorney General, and to the Court of Chancery, for obtaining all such Consent to the said Arrangement between the said Parties thereto as might be necessary, and proceed thereupon at the Expense of the Borough Fund :

X. That the said Warden and Six Assistants should, as to their Part of the same Arrangement, make such Application or Applications as might be required, or as Counsel might advise, to Her Majesty's Attorney General and to the Court of Chancery, for obtaining all such Consent to the said Arrangement between the said Parties thereto as might be necessary, at the Expense of the said Borough Fund :

XI. That the said Mayor, Aldermen, and Burgesses should petition for the proposed Act or Acts, and bring the Bill or Bills before Parliament, and prosecute the same at the Expense of the Borough Fund ; and that the said Warden and Six Assistants should, at the like Expense of the Borough Fund, support such Application, and promote the carrying of such Bill or Bills through the said Houses of Parliament, and co-operate with the said Mayor, Aldermen, and Burgesses in endeavouring to obtain such Act or Acts :

And whereas, in compliance with the first of the Provisions contained in the said Agreement, the said Warden and Six Assistants have discontinued the said Proceedings at Law which had been so commenced by them against the said Mayor, Aldermen, and Burgesses, and the said Mayor, Aldermen, and Burgesses have abandoned their Intention of appealing against the before-mentioned Decree of his Honour the Vice-Chancellor of *England*: And whereas, in conformity with the Second of the said Provisions, the said Warden and Six Assistants have consented to the Order prayed by the herein-before recited Petition of the said Mayor, Aldermen, and Burgesses as to the said Railway Monies, and an Order for the Payment thereof of the several Judgment Debts herein-before mentioned, with such Interest on the same respectively as in the said Order is mentioned, was made on the said Petition by his Honour the Vice-Chancellor of *England* on the Eighth Day of *December* One thousand eight hundred and forty-eight, and the same has been carried into effect: And whereas, in conformity with the Eighth of the Provisions contained in the said Agreement, the said Warden and Six Assistants have delivered to the Council of the said Borough such written List or Table of the Tolls and other Profits of the said several Markets and Fairs as is mentioned in the same Provision: And whereas, in conformity



formity with the Ninth and Tenth of the Provisions in that Behalf contained in the said Agreement, the said Mayor, Aldermen, and Burgesses have applied to the Lords Commissioners of Her Majesty's Treasury, and each of the said Parties thereto respectively has applied to Her Majesty's Attorney General, for obtaining such several Consents to the said Agreement as are referred to in the same Provisions lastly herein-before mentioned: And whereas, in pursuance of the Eleventh of the Provisions contained in the said Agreement, and in compliance with the Standing Orders of the House of Lords and the House of Commons respectively relating to Private Bills, Notices were in November One thousand eight hundred and forty-eight duly given and published by the Town Clerk of the said Borough of Louth, that Application was intended to be made to Parliament in the next ensuing (being the present) Session for Two several Acts, to be respectively intituled as follows: *An Act for settling all Questions of disputed Ownership between the Mayor, Aldermen, and Burgesses of the Borough of Louth and the Warden and Six Assistants of the Town of Louth and Free School of King Edward the Sixth in Louth, with reference to the Lands, Tenements, Fairs, Markets, Rents, Tolls, Powers, Rights, Privileges, and Property claimed by them respectively; and for regulating the Fairs and Markets within the said Borough, and vesting the Control thereof in the Town Council of the Borough; and An Act for regulating the Fairs and Markets in the Borough of Louth, and vesting the Control thereof in the Town Council of the said Borough; and for amending the Louth Improvement Act, Sixth George the Fourth, Chapter 129*: And whereas, in further Conformity with the Ninth of the Provisions contained in the said Agreement, and under and in pursuance of an Act of Parliament passed in the Fifty-second Year of the Reign of His Majesty King George the Third, intituled *An Act to provide a summary Remedy in Cases of Abuses of Trusts created for charitable Purposes*, the Mayor, Aldermen, and Burgesses of the said Borough of Louth, and John Allenby and Abraham Goulsborough Marshall, Two of the Inhabitant Householders of the said Borough paying and contributing towards the Rates thereof, on the Eleventh Day of January One thousand eight hundred and forty-nine presented a Petition to the Lord High Chancellor, praying that it might be declared that it was and would be for the Benefit of the Petitioners and the said Town of Louth and the Inhabitants thereof that the said Agreement should be carried into effect, and specifically performed according to all the Provisions thereof, or otherwise that it should be performed and carried into effect according to such of the said Provisions, and such further or other Provisions, or with such Modifications or Alterations, as his Lordship should approve, and that it might be referred to One of the Masters of the Court of Chancery to make such Inquiries and take such Accounts, if any, as should be necessary for the Purposes aforesaid, and to approve of the proper Measures for carrying the said Agreement into effect according to such Declaration of his Lordship, and also to approve of a Bill or Bills to be brought into Parliament for the Purpose of carrying the said Agreement into effect, and that such further or other Order might be made in the Premises as to his Lordship might seem meet: And whereas, in further conformity with the Tenth of the Provisions contained in the said Agreement, and

Petition of the Mayor, &c. to the Court of Chancery for sanctioning the Agreement, dated 11th January 1849.

Petition of the Warden and Six

[Private.]

a a

under



Assistants to the Court of Chancery for sanctioning the Agreement, dated 11th Jan. 1849.

Order of Reference to the Master on Petition of Mayor, dated 12th January 1849.

52 G. 3.  
c. 101.

5 & 6 W. 4.  
c. 76.

Order of Reference to the Master, on Petition of the Warden and Six Assistants, dated 12th January 1849.

under and in pursuance of the Provisions contained in the said Act of the Fifty-second Year of the Reign of His Majesty King *George* the Third, the Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and *John Waite* Clerk, *Thomas Aquila Dale* Clerk, *Ann Paddison*, *Ann Harriss*, *Mary Pierce*, *Sarah Wilson*, *Elizabeth Fatchett*, *Fanny Burgess*, *Ann Pinder*, *Mary Elsey*, *Jane Robinson*, *Frances Arless*, *Sarah Onn*, and *Sarah Hughes*, Widows, on the Eleventh Day of *January* One thousand eight hundred and forty-nine, also presented a Petition to the Lord High Chancellor, praying that it might be referred to One of the Masters of the said Court of Court of Chancery to inquire and state whether it was fit and proper and for the Benefit of the Charity for which the said Warden and Six Assistants were Trustees that the said Arrangement should be carried into effect, either as it then stood, or with any and what Modifications or Alterations, and also to take any Accounts or make any Inquiries which he should consider necessary or proper, in order to the Completion and carrying out of the said Arrangement, or any other Arrangement founded thereon or arising therefrom, or any Part thereof, and that his Lordship would be pleased to make such further or other Order therein as should be just: And whereas by an Order of the High Court of Chancery, bearing Date the Twelfth Day of *January* One thousand eight hundred and forty-nine, and made on the Hearing of the said Petition of the Mayor, Aldermen, and Burgesses of the said Borough of *Louth*, and of the said *John Allenby* and *Abraham Goulsborough Marshall*, Inhabitant Householders of the said Borough paying and contributing towards the Rates thereof, in the Matter of an Act of Parliament passed in the Fifty-second Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to provide a summary Remedy in Cases of Abuses of Trusts created for charitable Purposes*, and also of an Act of Parliament passed in the Session of Parliament which began in the Fifth and was continued in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to provide for the Regulation of Municipal Corporations in England and Wales*, it was ordered that it be referred to the Master of the said Court in Rotation to inquire and state whether it would be for the Benefit of the Petitioners, the said Mayor, Aldermen, and Burgesses, and the Town of *Louth*, and the Inhabitants thereof, that the Agreement in the Petition set forth, dated the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, should be carried into effect and specifically performed according to all the Provisions thereof, or such of the said Provisions, or such further or other Provisions, or with such Modifications or Alterations, as the said Master should approve, and to make such Inquiries and take such Accounts as should be necessary for the Purposes aforesaid, and to approve of the proper Measures for carrying the said Agreement into effect, and that after the said Master should have made his Report such further Order should be made as should be just: And whereas by another Order of the High Court of Chancery bearing Date the same Twelfth Day of *January* One thousand eight hundred and forty-nine, and made on the Hearing of the said Petition of the said Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and of the said *John Waite* Clerk,  
*Thomas*



*Thomas Aquila Dale* Clerk, and of *Ann Paddison, Ann Harriss, Mary Pierce, Sarah Wilson, Elizabeth Fatchett, Fanny Burgess, Ann Pinder, Mary Elsey, Jane Robinson, Frances Arless, Sarah Onn, and Sarah Hughes*, Widows, in the Matter of the said Act of the Fifty-second Year of the Reign of King *George* the Third, it was ordered that it be referred to the Master to whom the Order made in the Matter of the Mayor, Aldermen, and Burgesses of the Borough of *Louth*, and of *John Allenby* and *Abraham Goulsborough Marshall*, dated that Day, was referred, to inquire and state whether it would be fit and proper, and for the Benefit of the Charity for which the said Warden and Six Assistants were Trustees, that the Articles of Agreement in the Petition set forth, dated the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, should be carried into effect, either as they then stood, or with any and what Modifications or Alterations, and also to take any Accounts or make any Inquiries which he should consider necessary or proper, in order to the Completion and carrying out of the said Arrangement, or any other Arrangement founded thereon or arising therefrom, or any Part thereof, and that after the said Master should have made his Report such further Order should be made as should be just: And whereas by another Order of the High Court of Chancery bearing Date the Twenty-third Day of *February* One thousand eight hundred and forty-nine, and made on the Hearing of the Petition of the said Mayor, Aldermen, and Burgesses, and their Co-Petitioners herein-before named, in both the said Matters, it was ordered that the Master to whom the References were made under the Two Orders in such Petition mentioned, both dated the Twelfth Day of *January* One thousand eight hundred and forty-nine, (being the Two Orders of that Date herein-before recited,) should be at liberty to make One Report under the said Two Orders: And whereas *Richard Torin Kindersley* Esquire was the Master in Rotation to whom the said Two Matters were referred: And whereas the said Master, by his Report made in the said Matters, in pursuance of the Three last-mentioned Orders, and bearing Date the Twenty-fourth Day of *March* One thousand eight hundred and forty-nine, after finding to the Effect herein-before recited, further found, that since the Execution of the said Agreement bearing Date the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight it had been further agreed between the Parties thereto that Two of the Closes marked A 1., and comprised in Part I. of Schedule (B.) thereto annexed, and therein described as follows, namely, "*Middle Lea Close in Crow Tree Lane, Louth*," and "*Far Lea Close in Crow Tree Lane, Louth*," respectively occupied by *Michael Plaskitt* and *James William Wilson*, and respectively containing Three Acres and One Rood each, as was set forth in the same Part of such Schedule, should, with the Sanction of the said Court, be excepted and exempted from the before-mentioned Rent-charge of Four hundred and fifty Pounds, and that by way of Substitution for the same Two Closes, the Water-Corn Mill and Building, with the Appurtenances, which were comprised in Part I. of Schedule (B.) annexed to the said original Agreement, and were therein described as "*The Hall Mill and Premises, Louth*," and as being in the Occupation of *William* and *John Pearson* as the Tenants thereof, should,

Order consolidating the Two last-mentioned Orders, and authorizing the Master to make One Report in both Matters, dated 23d February 1849.

The Master's Report in both Matters, dated 24th March 1849.



should, with such Sanction as aforesaid, be charged, in lieu of such Two Closes as aforesaid, with the said Rent-charge of Four hundred and fifty Pounds; and that Application was about to be forthwith made by the Council of the said Borough of *Louth* to the Lords Commissioners of Her Majesty's Treasury to approve of such Substitution as aforesaid of the said Mill and Premises for the said Two Closes of Land; and the said Master further found, that the joint Amount of the clear yearly Rents of the said Two Closes of Land was Twenty-four Pounds, which Sum was the full annual Value thereof; and that although the said Mill and Premises were subject to a Lease thereof granted by the Corporation of *Louth* in the Year One thousand six hundred and fifty-three for a Term of Two hundred Years, and the Rent then paid in respect thereof to the Borough Fund of the said Town by virtue of the said Lease did not exceed Five Pounds yearly, yet such Rent was much below the full yearly Value of the said Mill and Premises, and the said Lease would expire on the Twenty-fifth Day of *March* One thousand eight hundred and fifty-three, and that the Rent of the said Mill and Premises would then be increased to the clear yearly Sum of One hundred Pounds, which was the full Value thereof, such increased Rent having been already reserved on a Demise of the said Mill and Premises granted in the Year One thousand eight hundred and forty-five, by the said Mayor, Aldermen, and Burgesses, to the before-named *William* and *John Pearson*, for a Term of Fourteen Years, to commence from the said Twenty-fifth Day of *March* One thousand eight hundred and fifty-three, with a Covenant on the Part of the said Tenants to keep the said Mill and the going Gear and Machinery thereof, and all other the Premises so demised to them, in good Repair during the said Term; and the said Master further found, that the clear yearly Rents then produced by the said several Markets, Fairs, Lands, and Buildings so agreed to be given up by the said Warden and Six Assistants to the said Mayor, Aldermen, and Burgesses, in consideration of the Rent-charge of Four hundred and fifty Pounds *per* Year mentioned in the said original Agreement (being the same Hereditaments and Premises which are designated by the Numbers 1 and 2 in Schedule (A.) annexed to the said original Agreement, and also the same which were comprised and described in Part V. of Schedule (B.) annexed to that his Report) amounted to Four hundred and twenty-six Pounds or thereabouts, and that there was good Reason to believe that the said Rent would not further increase in Amount; and that the clear yearly Rents then produced by the several Lands and Hereditaments, Mill, Yards, Gardens, and Appurtenances, so agreed to be charged, jointly with the said Markets, Fairs, Lands, and Buildings, with the said Rent-charge of Four hundred and fifty Pounds, as the Security for the same, (being the Lands and Hereditaments, Mill, Yards, Gardens, and Appurtenances, which were comprised and described in Part III. of Schedule (B.) annexed to that his Report,) then amounted, exclusively of such Markets, Lands, and Buildings, to the Sum of Two hundred and ninety-five Pounds Nineteen Shillings and Sixpence, but would from and after the Twenty-fifth Day of *March* One thousand eight hundred and fifty-three amount to the Sum of Three hundred and ninety Pounds Nineteen Shillings and Sixpence, which was the full Value thereof;

and



and that the clear yearly Rent then produced by the several Lands, Tenements, and Hereditaments so claimed by the said Warden and Six Assistants as a Portion of the Grant made by King *Edward* the Sixth in trust for the said School and Almspeople, but then held by the said Mayor, Aldermen, and Burgesses, and so agreed to be retained by them in Exchange for the Messuage, Buildings, Lands, and Premises next therein-after mentioned, (being the Lands, Tenements, and Hereditaments which were comprised and described in Part III. of Schedule (B.) annexed to the said original Agreement, and which were also comprised and described in Part II. of Schedule (B.) annexed to that his Report,) amounted to Seventy-seven Pounds Seventeen Shillings, or thereabouts, which Sum was the full yearly Value thereof, and the said several Lands, Tenements, and Hereditaments were worth to be sold the Sum of Two thousand and eighty-six Pounds in the whole, as the Purchase Money for the Fee Simple in possession, free from Incumbrances, of the said several Closes of Land, with the Timber and Underwood thereupon, and the Mines and Minerals thereunder, and the Appurtenances to the same Premises belonging; and that the clear yearly Rents then produced by the said Messuage, Buildings, Lands, and Premises so agreed to be given up by the said Mayor, Aldermen, and Burgesses to the said Warden and Six Assistants, in Exchange for the said Lands, Tenements, and Hereditaments to be so retained by the said Mayor, Aldermen, and Burgesses as aforesaid, (being the Messuage, Buildings, Lands, and Premises which were comprised and described in Part III. of Schedule (B.) annexed to the said original Agreement, and which were comprised and described in Part II. of Schedule (A.) annexed to that his Report,) amounted to Sixty-five Pounds or thereabouts, which Sum was not the full yearly Value of the said Messuage, Buildings, Lands, and Premises, the same having been demised by the Corporation of *Louth* to the Reverend *John Waite*, the Head Master of the said Free School, by Indenture bearing Date the Second Day of *October* One thousand eight hundred and fifteen, for a Term of Ninety-nine Years, in case he should so long live, and should continue to be such Head Master, and being then worth to be let from Year to Year the annual Rent of Eighty-five Pounds, and being worth to be sold the Sum of Two thousand Pounds in the whole, as the Purchase Money for the Fee Simple in possession, free from all Incumbrance, of such Messuage, Buildings, Lands, and Premises, with the Timber and Underwood upon the said Lands, and the Mines and Minerals under the said Premises, and the Fixtures and Appurtenances to the said Dwelling House, Outbuildings, and Premises belonging; and the said Master found, that it materially concerned the Welfare, not only of the said Mayor, Aldermen, and Burgesses, but also of the several Persons respectively interested in the Rents and other Manorial Profits, Messuages, Lands, Tenements, and Hereditaments, Houses and other Buildings, granted by or derived under the said Letters Patent of Queen *Elizabeth*, or purchased and erected by the said Warden and Six Assistants, and sold by them as therein-before stated, before the passing of the Municipal Corporations Act, and also of the several Persons interested in the Messuages and Premises comprised in Part IV. of Schedule (B.) annexed to that his Report, and in the Lands and Hereditaments comprised in Schedule (D.) annexed:

[Private.]

b b

to



to that his Report, that the Titles of such several Persons as were therein-before referred to, as well as of the said Mayor, Aldermen, and Burgesses thereto respectively, should be quieted and confirmed by the said Act of Parliament for settling all such Questions of disputed Ownership as aforesaid; and the said Master found, that, pursuant to the before-mentioned Order of the Court of Chancery dated the Eighth Day of *December* One thousand eight hundred and forty-eight, a Sale had been made of so much of the said Four thousand seven hundred and thirty-six Pounds Thirteen Shillings and Seven-pence Bank Three *per Cent.* Annuities as was sufficient to raise the Principal Sum of Two thousand six hundred and eleven Pounds Three Shillings and Sixpence, for the Payment of the Three several Judgment Debts mentioned in the before-recited Petition of the said Mayor, Aldermen, and Burgesses as to such Railway Monies, with such Interest thereon respectively as in the said last-mentioned Order was directed to be paid, and that the Residue of the said Bank Three Pounds *per Cent.* Annuities which remained after such Sale amounted to the Sum of One thousand six hundred and eighty-one Pounds Nineteen Shillings and Three-pence, or thereabouts, and that the said Residue was then standing in the Name of the Accountant General of the said Court, in trust *ex parte* the *East Lincolnshire Railway Company*, "The Account of the Mayor, Aldermen, and Burgesses of the Borough of *Louth*, or other the Parties interested in the Lands respectively numbered 30, 30A, 31, and 89 in the deposited Plans and Book of Reference of the said *East Lincolnshire Railway Company*, as respects the Parish of *Louth*," and that if the said Agreement was carried into effect such Residue would belong to the said Mayor, Aldermen, and Burgesses alone, and that no other Party would then be interested in the said Lands mentioned in the Title of the same Account, and that the Dividends from Time to Time to accrue due on such Residue were to be paid, pursuant to such last-mentioned Order, to the Treasurer for the Time being of the said Borough of *Louth*, until the further Order of the said Court; and the said Master found, that it had been proposed by the said Mayor, Aldermen, and Burgesses before him, that for better enabling them to bear the Expenses of obtaining the before-mentioned Acts of Parliament, pursuant to the Eleventh of the Provisions contained in the said Agreement of the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, it was expedient that the aforesaid Residue of such Bank Annuities, or a sufficient Part thereof, should by the further Order of the said Court be made applicable and be applied to the Payment of the said Expenses (including therein all Charges and Expenses preliminary and incident to the Business mentioned in the same Provision); and the said Master found, that Her Majesty's Attorney General having by his Counsel considered both the therein mentioned States of Facts and the therein-before mentioned Evidence, and what was alleged by the Solicitors for the said Mayor, Aldermen, and Burgesses, and the said Warden and Six Assistants, and the said other Parties, had approved of the Terms and Provisions of the said original Agreement dated the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, and of the Modification or Alteration thereof made by such further Agreement as aforesaid on behalf of the Mayor, Aldermen,



men, and Burgesses of the said Borough of *Louth* and the Inhabitants thereof, and on behalf of the said Charity, and had also approved, on behalf of the said Mayor, Aldermen, and Burgesses, of the said Proposal for such Application of the before-mentioned Residue of the said Bank Annuities as is therein before described; and the said Master found, that the said Lords Commissioners of Her Majesty's Treasury had acquainted the Council of the said Borough that they were willing to approve, on behalf of the Mayor, Aldermen, and Burgesses of the said Borough, of the said original Agreement, provided that it received the Sanction of the said Court, and that the said Council was about to apply to the said Lords Commissioners for their Approbation of such further Agreement as aforesaid, as well as of the said Proposal with regard to the therein-before mentioned One thousand six hundred and eighty-one Pounds Nineteen Shillings and Three-pence Bank Three Pounds *per Cent.* Annuities; and upon Consideration of both the said States of Facts and of the before-mentioned Evidence, and of what was alleged by the said Counsel for Her Majesty's Attorney General, and by the said Solicitors for the said Mayor, Aldermen, and Burgesses, and for the said Warden and Six Assistants, the said Master was of opinion and found, that the said Rent-charge of Four hundred and fifty Pounds (comprised in Part III. of Schedule (A.) annexed to that his Report) proposed to be granted by the said Mayor, Aldermen, and Burgesses to the said Warden and Six Assistants, was a full, fair, and reasonable Equivalent for the Right, Title, Claim, and Interest of the said Warden and Six Assistants in and to the said several Markets, Fairs, and Piece of Land called the *Quarry*, with the Public House and other Buildings thereupon, and the Appurtenances thereto belonging, (comprised in Part V. of Schedule (B.) annexed to that his Report,) proposed to be vested in the said Mayor, Aldermen, and Burgesses, and their Successors; and the said Master was of opinion and found, that the Markets, Fairs, Lands, Mill, and Hereditaments comprised and described in Part III. and Part V. respectively of Schedule (B.) annexed to that his Report constituted a full and sufficient Security for the said Rent-charge of Four hundred and fifty Pounds so proposed to be charged thereupon as aforesaid; and the said Master was of opinion and found, that the Property comprised in Part II. of Schedule (A.) annexed to that his Report, and proposed to be vested in the said Warden and Six Assistants, in lieu of and in Exchange for the Property comprised in Part II. of Schedule (B.) annexed to that his Report, was a full, fair, and reasonable Equivalent for such last-mentioned Property, and that the said proposed Exchange appeared to be expedient, and more especially with reference to the Benefit of the said Free School in *Louth*; and the said Master was of opinion and found, that it would tend to the permanent Improvement of the Income of the Charity for which the said Warden and Six Assistants were such Trustees as aforesaid, to have the said proposed Rent-charge of Four hundred and fifty Pounds, and the Property comprised in Part II. of Schedule (A.) annexed to that his Report, vested in the said Warden and Six Assistants, in lieu of and substitution for the said several Markets, Fairs, *Quarry*, and other Hereditaments comprised respectively in Part V. of Schedule (B.) and Part II. of Schedule (B.) annexed to that his Report; and the said Master was also



also of opinion and found, that it would be for the Benefit of the said Town of *Louth* and the Inhabitants thereof that the said several Markets and Fairs, and the said Piece of Land called the *Quarry*, with the Tolls and other Profits thereof, comprised and described in Part V. of Schedule (B.) annexed to that his Report, should be vested in the said Mayor, Aldermen, and Burgesses, and their Successors, and that the Town Council of the said Borough should exclusively possess the Power of regulating the said Markets and Fairs, and the said *Quarry*, in the Manner and according to the Provisions in that Behalf mentioned in the said Agreement dated the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, and such other Provisions as were therein referred to; and the said Master was of opinion and found, that it would be for the Benefit of the said Mayor, Aldermen, and Burgesses, and of the said Town of *Louth* and of the Inhabitants thereof, and that it would be fit and proper and for the Benefit of the said Charity for which the said Warden and Six Assistants were Trustees, that the said original Agreement dated the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, with such Modification or Alteration thereof as was made by the said further Agreement therein-before set forth for exempting the said "*Middle Lea Close*" and the said "*Far Lea Close*" from the said Rent-charge of Four hundred and fifty Pounds, and for subjecting thereto the said "*Hall Mill* and Premises," and also with such Modification or Alteration thereof as was contained in the said Proposal for such Application as aforesaid of the before-mentioned Residue of the said One thousand six hundred and eighty-one Pounds Nineteen Shillings and Three-pence Bank Three Pounds *per Cent.* Annuities, should be carried into effect; and as to the proper Measures for carrying the said Agreement, with such Modifications or Alterations thereof as aforesaid, into effect, the said Master was of opinion and found, that it was fit and proper that the Two several Acts of Parliament, of which such Notices as were therein-before mentioned had been given, should be applied for, pursuant to such Notices, in the then present Session of Parliament, and that the said Acts respectively should contain proper Enactments for giving full Effect to all the Terms and Provisions of the said Agreement of the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, with such Modifications or Alterations thereof as aforesaid, and especially for vesting in the said Warden and Six Assistants, and their Successors, in trust for the Benefit of the said Free Grammar School and Twelve poor Persons respectively, pursuant to the said Agreement dated the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, the said Messuages, Buildings, Lands, Tenements, and Hereditaments comprised and described in Parts I. and II. of Schedule (A.) annexed to that his Report, and the yearly Rent-charge of Four hundred and fifty Pounds comprised and described in Part III. of the same Schedule last above mentioned, with proper Powers and Remedies for securing and recovering the same Rent-charge, and also proper Enactments for vesting in the said Mayor, Aldermen, and Burgesses, and their Successors, in trust for the Purposes of the Borough Fund of the said Town of *Louth*, pursuant to the same Agreement dated the Twenty-fourth Day



Day of *November* One thousand eight hundred and forty-eight, the several Manor, Messuages, Lands, Tenements, Rents of Assize, and other Rents and Manorial Payments and Hereditaments respectively comprised and described in Parts I., II., III., and IV. of Schedule (B.) annexed to that his Report, and the Markets, Fairs, Tolls, and other Profits, and also the several Parcels of Land and the Messuage and Buildings comprised and described in Part V. of the same Schedule (B.), subject, as to the Property and Hereditaments described and comprised in Parts III. and V. of the same Schedule (B.), to the said Rent-charge of Four hundred and fifty Pounds, and to the Powers and Remedies for securing and recovering the same Rent-charge, and also proper Enactments for enabling the Council of the said Borough to regulate the said Markets and Fairs and the said *Quarry* in such Manner and according to such Provisions as aforesaid, and also for insuring such Inspection and Production as aforesaid of the several Muniments of Title comprised and described in Parts I., II., and III. of Schedule (C.) annexed to that his Report, and for confirming the Titles of such Owners and other Persons respectively interested as aforesaid to the several Parcels of Property sold by the Council of the said Borough in One thousand eight hundred and thirty-eight, as therein-before mentioned, and comprised and described in Schedule (D.) annexed to that his Report, as well as to such other Parcels of Property as were from Time to Time sold by the said Warden and Assistants before the passing of the said Act of the Fifth and Sixth Years of the Reign of King *William* the Fourth, Chapter Seventy-six, and also for applying so much of the said One thousand six hundred and eighty-one Pounds Nineteen Shillings and Three-pence Bank Three *per Cent.* Annuities, or other the Residue of the said Four thousand seven hundred and thirty-six Pounds Thirteen Shillings and Seven-pence before referred to, as might not have been invested in Land on the passing of the said proposed Acts, in the first instance, towards the Expenses of such Acts (including therein such preliminary and incidental Expenses as aforesaid), in aid of the Borough Fund of the said Town of *Louth*: And whereas Copies of the four several Schedules annexed to the said Master's said Report are annexed by way of Schedules to this Act: And whereas by another Order of the said Court of Chancery made in the Matters aforesaid, and bearing Date the Twenty-eighth Day of *March* One thousand eight hundred and forty-nine, the said Master's said Report was absolutely confirmed, and the said Court thereby declared that it would be for the Benefit of the said Mayor, Aldermen, and Burgesses, and of the said Town of *Louth* and of the Inhabitants thereof, and that it would be fit and proper and for the Benefit of the Charity for which the said Warden and Six Assistants are Trustees, that the said original Agreement dated the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight be carried into effect, with such Modifications or Alterations thereof as in the said Report were mentioned; and it was by such last-mentioned Order further ordered, that it should be referred back to the said Master to whom the aforesaid Matters stood referred to settle the Drafts of Two Bills to be laid before Parliament for the Purpose of obtaining the Acts of Parliament mentioned in the said Master's Report for carrying into effect the said original Agreement of the Twenty-fourth Day of

Schedules to the Master's Report annexed to this Act.

Order confirming the Report and sanctioning the Agreement, and referring back to the Master to settle Two Bills for carrying same into effect, dated 28th March 1849

[*Private.*]

c c

*November*



The Master's  
Certificate  
approving the  
Two Bills,  
dated 13th  
April 1849.

Messuages,  
Lands, and  
Rent-charge  
of 450*l.* in  
Schedule (A.)  
to vest in the  
Warden and  
Six Assist-  
ants of Louth.

November One thousand eight hundred and forty-eight, with such Modifications or Alterations thereof as aforesaid, and to certify his Approval thereof accordingly: And whereas the said Master by his Certificate made in the same Matters, and bearing Date the Thirteenth Day of *April* One thousand eight hundred and forty-nine, certified that he had been attended by the respective Solicitors of the said Mayor, Aldermen, and Burgesses of the Borough of *Louth*, and of the said Warden and Six Assistants, and also by Counsel for Her Majesty's Attorney General, and that in their Presence he had settled the Drafts of Two Bills, the one intituled *An Act for settling all Questions of disputed Ownership between the Mayor, Aldermen, and Burgesses of the Borough of Louth and the Warden and Six Assistants of the Town of Louth and Free School of King Edward the Sixth in Louth with reference to the Lands, Tenements, Fairs, Markets, Rents, Tolls, Powers, Rights, Privileges, and Property claimed by them respectively, and for vesting the Fairs and Markets within the said Borough in the Mayor, Aldermen, and Burgesses thereof, and for other Purposes*, and the other intituled *An Act for regulating and improving the Markets and Fairs in the Borough of Louth in the County of Lincoln, and for other Purposes*, to be laid before Parliament, for the Purpose of obtaining the Acts of Parliament mentioned in his said Report dated the Twenty-fourth Day of *March* One thousand eight hundred and forty-nine, and that in testimony of his Approval thereof he had signed his Allowance at the Foot of each of the said Drafts: Wherefore Your Majesty's most dutiful and loyal Subjects the Mayor, Aldermen, and Burgesses of the Borough of *Louth* in the County of *Lincoln*, and the Warden and Six Assistants of the Town of *Louth* and Free School of *King Edward the Sixth* in *Louth*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act all and singular the Messuages, Buildings, Lands, Tenements, Rent-charge, and Hereditaments comprised in Schedule (A.) to this Act annexed, together with all and singular the Rights, Members, and Appurtenances thereto belonging, shall be and the same are hereby henceforth and for ever absolutely vested in the Warden and Six Assistants of the Town of *Louth* and Free School of *King Edward the Sixth* in *Louth*, freed and absolutely discharged and exonerated of and from all Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, both at Law and in Equity, of or by the said Mayor, Aldermen, and Burgesses, under or by virtue of the several herein-before in part recited Charters or any of them, or otherwise howsoever, and as to such Part of the said Messuages, Buildings, Lands, Tenements, and Hereditaments as are comprised in Part II. of the said Schedule (A.), released and discharged, or otherwise, by the said Mayor, Aldermen, and Burgesses, well and sufficiently indemnified, of, from, and against the said Fee Farm Rent of Eighty-four Pounds, and all and singular the yearly Fees and other Charges reserved and made payable in and by the said Charter of Queen *Elizabeth*, and of, from, and against all and singular the several Annuities for Lives herein-before mentioned, and also of, from, and against all and singular the Debts and Interest, Rights, Interests, Claims, and Demands



Demands whatsoever, now affecting the said Messuages, Buildings, Lands, Tenements, and Hereditaments comprised in Part II. of the said Schedule, as being Part and Parcel of the Hereditaments granted by or derived under the said Charter of Queen *Elizabeth*, and of, from, and against the Trusts and Provisions of the said Act for the Regulation of Municipal Corporations in *England* and *Wales*, and of the several Acts explaining and amending the same, or otherwise relating thereto, and of, from, and against all Costs, Losses, Charges, Damages, and Expenses incident to the said Hereditaments lastly herein-before referred to, or to which the same Hereditaments, or any of them, are or is subject or liable; and the said Mayor, Aldermen, and Burgesses are hereby required to pay and discharge the said Fee Farm Rent of Eighty-four Pounds, and such of the said yearly Fees and other Charges reserved and made payable in and by the said Charter of Queen *Elizabeth* as are now subsisting, and the said Annuities, and to indemnify the said Warden and Six Assistants from and against the same respectively, and from and against such Debts and Interest, Rights, Interests, Claims, and Demands, and such Trusts and Provisions, and also such Costs, Losses, Charges, Damages, and Expenses as aforesaid.

II. And be it enacted, That all the Rents, Issues, growing Proceeds, and Profits of such of the said several Messuages, Buildings, Lands, Tenements, and Hereditaments as are comprised in Part II. of Schedule (A.) to this Act annexed which shall have become or shall become due or payable from and after the Sixth Day of *April* One thousand eight hundred and forty-eight shall belong to and be received by the said Warden and Six Assistants without Apportionment thereof.

Rents of Messuages, &c. in Part II. of Schedule (A.) to belong to Warden and Six Assistants as from 6th April 1848.

III. And be it enacted, That the said Mayor, Aldermen, and Burgesses shall, yearly and every Year for ever hereafter, pay unto the said Warden and Six Assistants the yearly Sum of Four hundred and fifty Pounds, without any Deduction or Abatement whatsoever, such yearly Sum to commence and be computed from the Sixth Day of *April* One thousand eight hundred and forty-eight, and to be hereafter payable and paid by Four equal quarterly Payments on the Sixth Day of *January*, the Sixth Day of *April*, the Sixth Day of *July*, and the Sixth Day of *October* in each and every Year; and such of the said several quarterly Payments as shall in pursuance of the Provisions of this Enactment have accrued due previously to the passing of this Act shall be paid by the said Mayor, Aldermen, and Burgesses on such of the said quarterly Days of Payment as shall first happen next after the passing of this Act, together with the quarterly Payment of the said yearly Sum which shall be then due; and in default of Payment of such previous Arrears, or of any Part thereof, the same shall be recoverable in the same Manner in all respects as any quarterly Payments which shall accrue due after the passing of this Act.

Payment of a yearly Sum of 450*l.* by Mayor, &c. to Warden and Assistants.

IV. And be it enacted, That the said yearly Sum of Four hundred and fifty Pounds shall be charged and chargeable upon and issuing out of the Messuages, Mill, Lands, Tenements, and Hereditaments particularly mentioned and comprised in Part III. of Schedule (B.)

Yearly Sum of 450*l.* to be charged on Premises in Parts III. and V. of Schedule (B.) to



to this Act annexed, and upon and out of the Markets and Fairs, Messuages, Buildings, Lands, Tenements, and Hereditaments particularly mentioned and comprised in Part V. of the same Schedule; and that (subject and without Prejudice to the said Fee Farm Rent of Eighty-four Pounds, and the several yearly Fees and other Charges reserved and made payable by the said Charter of Queen *Elizabeth*, and to the several Annuities for Lives in the said Master's Report mentioned, and to the Rights and Remedies of the several Persons entitled thereto for the Recovery thereof,) the said yearly Rent of Four hundred and fifty Pounds shall be a first Charge upon the said Messuages, Mill, Buildings, Lands, Tenements, Markets, Fairs, and Hereditaments particularly mentioned and comprised in Part III. and Part V. respectively of Schedule (B.) to this Act annexed.

Warden and Six Assistants may distrain for yearly Sum, if in arrear for 21 Days.

V. And be it enacted, That in case the said yearly Sum of Four hundred and fifty Pounds, or any Part thereof, shall at any Time happen to be in arrear and unpaid for the Space of Twenty-one Days next after any of the quarterly Days whereon the same is by this Act directed to be paid (although no Demand shall have been made of the same), then and from thenceforth, and from Time to Time so often as the same shall happen, it shall be lawful for the said Warden and Six Assistants to enter into and upon all and every or any Part of the Messuages, Mill, Buildings, Lands, Tenements, Markets, Fairs, Hereditaments, and Premises mentioned and described in Part III. and Part V. respectively of Schedule (B.) to this Act annexed, and by this Act charged and chargeable with the Payment of the said yearly Sum, or into and upon any of them or any Part or Parts thereof respectively, and there to distrain for the same Sum, or for such Part thereof as shall so for the Time being be in arrear as aforesaid, and for such future or other Arrears (if any) thereof as may become due whilst in possession under such Entry, and to cause the Distress which shall be there taken to be appraised and sold or otherwise disposed of, in like Manner as in the Case of Distress for Rent in arrear between Landlord and Tenant, and as if the said yearly Sum were an annual Rent reserved upon or by a Lease for Years, to the End and Intent that all such Arrears of the said yearly Sum, together with all Costs, Damages, Expenses, and reasonable Charges attending or occasioned by such Distress, may be thereby or otherwise fully paid and satisfied,

If yearly Sum in arrear for 40 Days, Warden, &c. may enter on Premises in Parts III. and V. of Schedule (B.), and receive Proceeds thereof till Arrears be paid up.

VI. And be it enacted, That in case the said yearly Sum of Four hundred and fifty Pounds, or any Part thereof, shall at any Time happen to be in arrear and unpaid for the Space of Forty Days next after any of the quarterly Days whereupon the same is by this Act appointed to be paid, then and in such Case, and as often as the same shall happen, it shall be lawful for the said Warden and Six Assistants (although no Demand shall have been made of the same) to enter into and upon all and every or any of the said Messuages, Mill, Buildings, Lands, Tenements, Markets, Fairs, Hereditaments, and Premises comprised and described in Part III. and Part V. respectively of Schedule (B.) to this Act annexed, and to hold and retain the same, and receive the Rents, Issues, and growing Proceeds, and the Tolls, Customs, Piccages, Stallages, Pennages, Standages, Usages, Profits, and Emoluments thereof respectively, to and for their



their own Use and Benefit, until they shall thereby or otherwise have been fully paid the said yearly Sum of Four hundred and fifty Pounds, and all Arrears thereof, whether the same shall have accrued before or during the Time of such Possession, together with all Costs, Charges, Damages, and Expenses which shall have been expended, occasioned, or sustained by reason or means of the Nonpayment of the said yearly Sum or of any Part thereof; which Possession, when taken, shall be without Impeachment of Waste, other than wilful and malicious Waste.

VII. And for better enabling the said Warden and Six Assistants to recover Payment of the said yearly Sum of Four hundred and fifty Pounds, be it enacted, That if any quarterly Payment of the said yearly Sum of Four hundred and fifty Pounds, or any Part thereof, shall have become payable, and the same shall not be paid within Forty Days after Demand thereof in Writing shall have been made by or on behalf of the said Warden and Six Assistants, then and in such Case, and as often as the same shall happen, the said Warden and Six Assistants may, without Prejudice to any other Remedy for or in respect of the said yearly Sum, or the Arrears for the Time being thereof, require the Appointment of a Receiver by an Application to be made by them or on their Behalf, as herein-after provided.

Quarterly  
Payments,  
when to be  
enforced by  
Appointment  
of a Receiver.

VIII. And be it enacted, That every Application for a Receiver in the Cases aforesaid shall be made to Two Justices acting for the said Borough of *Louth* in Petty Sessions, or to Two Justices acting for the Parts of *Lindsey* in the County of *Lincoln* in Petty Sessions in *Louth* aforesaid, by or on the Behalf of the said Warden and Six Assistants, and on any such Application it shall be lawful for such Two Justices respectively, and they are hereby respectively required, by Order in Writing, after hearing the Parties, or, in the event of Default of Appearance by the Mayor, Aldermen, and Burgesses, or by some Person on their Behalf, after hearing the said Warden and Six Assistants alone, or such Person or Persons as may appear on their Behalf, to appoint some Person to receive the whole or a competent Part of the Rents, Issues, and growing Proceeds, Tolls, Customs, Piccages, Stallages, Pennages, Standages, Usages, Profits, and Emoluments, liable to the Payment of such yearly Sum of Four hundred and fifty Pounds, until such quarterly Sum, or such Part thereof as may be in arrear; and all other Arrears of the said yearly Sum of Four hundred and fifty Pounds, whether the same shall have accrued before or after the Appointment of such Receiver, together with all Costs, including the Receiver's Commission (not exceeding One Shilling in the Pound on the gross Receipts) and other Charges of receiving such Rents, Issues, and growing Proceeds, Tolls, Customs, Piccages, Stallages, Pennages, Standages, Usages, Profits, and Emoluments, be fully paid; and upon such Appointment being made such Rents, Issues, and growing Proceeds, Tolls, Customs, Piccages, Stallages, Pennages, Standages, Usages, Profits, and Emoluments, or such Part thereof as aforesaid, shall be paid to and received by the Person so to be appointed; and the Money so to be received (exclusive of the Charges of receiving the same as aforesaid) shall, to the Extent of the Arrears for the Time being of the said

Appointment  
of Receiver.

[Private.]

*d d*

yearly



yearly Sum of Four hundred and fifty Pounds, but to that Extent only, be so much Money received by or to the Use of the said Warden and Six Assistants; and after such quarterly Sum, or such Part thereof as may be in arrear, and all other Arrears of such yearly Sum of Four hundred and fifty Pounds (including in each Case any quarterly Payment which may become due during such Receivership), shall, together with such Costs, have been so received by the Means aforesaid or otherwise, the Power of such Receiver shall cease.

Messuages, Lands, and Rent-charge of 450*l.* in Schedule (A.), when so vested in Warden and Six Assistants, to be held by them upon certain charitable Trusts.

IX. And be it enacted, That the said Messuages, Buildings, Lands, Tenements, Rent-charge, and Hereditaments comprised in Schedule (A.) to this Act annexed, and hereby vested in the said Warden and Six Assistants, and all other the Real and Personal Estate (if any) to which they shall become entitled under or by virtue of this Act, shall be held by them, upon trust for the said Charity, in the same Manner, and for the Benefit of the several Objects of such Charity, in the same Proportions, as are in and by the before-mentioned Decree of the High Court of Chancery made in the Year One thousand seven hundred and twenty-nine adjudged and decreed with regard to the Messuages, Lands, Fairs, Markets, and Tolls therein comprised: Provided nevertheless, that the said Court of Chancery shall from Time to Time have full Power to add to, vary, or alter such Trusts, in such and the same Manner, to all Intents and Purposes, as if this Act had not been passed.

Manor, Lands, Fairs, Markets, Tolls, &c. in Schedule (B.) vested in Mayor, &c. discharged from charitable Trusts, but subject to Provisions of 5 & 6 W. 4. c. 76.

X. And be it enacted, That from and after the passing of this Act the Lordship and Manor of *Louth* aforesaid, and all and singular the Messuages, Buildings, Lands, Tenements, Rents, Reversions, Services, Manorial Profits, Markets, Fairs, Market Places, and Hereditaments, Tolls, Customs, Piccages, Stallages, Pennages, Standages, Usages, Profits, and Emoluments, comprised in Schedule (B.) to this Act annexed, with all and singular the Rights, Members, Jurisdictions, Franchises, Liberties, Privileges, and Appurtenances to the same several Premises respectively belonging, (subject nevertheless, as to the Premises comprised in Part III. and Part V. of the same Schedule, to the Payment of the said yearly Sum of Four hundred and fifty Pounds, and to the Powers and Remedies herein-before given for securing and recovering the same, and, as to the whole of the Premises comprised in the said Schedule (B.), to the Payment of the said Fee Farm Rent of Eighty-four Pounds, and the yearly Fees and other Charges reserved and made payable in and by the said Charter of Queen *Elizabeth*, and to the Annuities for Lives and other Incumbrances herein-before mentioned, and which are by the Provisions of this Act to be payable thereout, in exoneration of the Messuages, Buildings, Lands, Tenements, Rent-charge, and Hereditaments comprised in Schedule (A.) to this Act annexed, and to the Power of Distress herein-after given to the said Warden and Six Assistants for the Recovery thereof,) shall be and the same are hereby henceforth and for ever absolutely vested in the Mayor, Aldermen, and Burgesses of the Borough of *Louth*, freed and discharged of and from all the charitable Uses, Trusts, and Charges now affecting the same or any Part thereof under the said several Charters or any of them, but subject



subject to all the Provisions contained in the herein-before mentioned Act of the Fifth and Sixth Years of the Reign of King *William* the Fourth for the Regulation of Municipal Corporations in *England* and *Wales*, and in the several Acts explaining and amending the same, or otherwise relating thereto, so far as such Acts respectively are applicable to the said Borough of *Louth*, or to the Borough Fund thereof, and no further or otherwise.

XI. And be it enacted, That all the Rents, Issues, and growing Proceeds, Tolls, Customs, Piccages, Stallages, Pennages, Standages, Usages, Profits, and Emoluments of the said Messuages, Buildings, Lands, Tenements, Markets, Fairs, Market Places, and Hereditaments comprised in Part II. and Part V. respectively of Schedule (B.) to this Act annexed, which shall have become or shall become due or payable from and after the Sixth Day of *April* One thousand eight hundred and forty-eight, shall (subject respectively to the Rights, Powers, and Remedies by this Act given to or vested in the said Warden and Six Assistants,) belong to and be received by the said Mayor, Aldermen, and Burgesses without Apportionment thereof.

Rents and Tolls, &c. comprised in Part II. and Part V. of Schedule (B.) to belong to the Mayor, &c. from and after 6th April 1848.

XII. And be it enacted, That all the Powers and Authorities by the herein-before recited Charters of King *Edward* the Sixth and King *James* the First, or either of them, conferred on the said Warden and Six Assistants, for continuing, proroguing, and keeping the said Fairs, or any of them, and for fixing the Place for holding the said Markets for Oxen, Sheep, Swine, and Horses, or of otherwise regulating the said Markets and Fairs, and also the several Powers and Authorities by the said herein-before recited Act for paving, lighting, watching, cleansing, regulating, and otherwise improving the said Town of *Louth* conferred on the said Warden and Assistants of the said Town for the Time being, to make and establish Bye Laws, Rules, Orders, and Regulations for the several Purposes particularly mentioned in the herein-before recited Part of the said Act, and all such other Bye Laws, Rules, Orders, and Regulations for the good Order and Government of the several Markets and Fairs to be held within the said Town, and of the several Persons resorting thereto, as are referred to in the same Act, and to annul, alter, or vary such Bye Laws, Rules, Orders, and Regulations, or any of them, and to fix, impose, and lay such reasonable Penalties, Fines, and Forfeitures as are mentioned in the same Part of such Act, shall be and the same are by this Act henceforth and for ever absolutely vested in the Mayor, Aldermen, and Burgesses of the Borough of *Louth*, and may be used, exercised, and enjoyed by them in the same free and ample Manner in all respects as the same were or might have been used, exercised, and enjoyed by the said Warden and Six Assistants of the said Town for the Time being, before the passing of the said Act of the Fourth and Fifth Years of the Reign of His late Majesty King *William* the Fourth, for the Regulation of Municipal Corporations in *England* and *Wales*.

All existing Powers under Charters and the Louth Improvement Act of 1826 to be vested in the Mayor, &c.

XIII. And be it enacted, That all and every the Messuages, Parcels of Land, Rents, and other Manorial Profits and Hereditaments

Lands, &c. sold by the

ments



Warden and Six Assistants before the passing of 6 & 7 W. 4. c. 76. to be freed from charitable Trusts.

ments which at any Time previously to the passing of the said Act of the Fourth and Fifth Years of the Reign of His late Majesty King *William* the Fourth have been sold or aliened by the said Warden and Six Assistants, shall, as and from the Time of every such Sale or Alienation, be considered to be absolutely freed, exonerated, and discharged from all the charitable Uses and Trusts to which they have been or may be supposed to have been subject at the Time of such Sale or Disposition in respect of the several Charters herein-before recited, or any of them, or in anywise relating thereto.

Confirmation of Sales made in 1838 by the Mayor, &c. of Lands comprised in Schedule (D.)

XIV. And be it enacted, That the several Sales in the said Master's said Report mentioned to have been made by the said Mayor, Aldermen, and Burgesses in the Year One thousand eight hundred and thirty-eight, with the Consent of the Lords Commissioners of Her Majesty's Treasury, of the several Pieces or Parcels of Land and Hereditaments comprised in Schedule (D.) to this Act annexed, shall be and the same are hereby absolutely confirmed as from the Time of the Dates of the respective Conveyances thereof; and such several Pieces or Parcels of Land and Hereditaments, and each and every of them, shall be henceforth and for ever absolutely and freely acquitted and discharged of and from all Right, Title, Interest, Claim, and Demand whatsoever, as well of the said Warden and Six Assistants in respect of the Trusts of the said Charity, as of the said Mayor, Aldermen, and Burgesses, and of all other Persons whatsoever claiming or to claim by, from, or under them or either of them.

Property in Part II. of Schedule (A.) to be indemnified against Incumbrances affecting the Borough Property.

XV. And be it enacted, That as between the said Warden and Six Assistants, and the Messuages, Buildings, Lands, Tenements, and Hereditaments comprised in Part II. of Schedule (A.) to this Act annexed, on the one hand, and the said Mayor, Aldermen, and Burgesses, and their Estates comprised in Schedule (B.) to this Act annexed, on the other hand, the Messuages, Buildings, Lands, Tenements, and Hereditaments comprised in Part II. of Schedule (A.) to this Act annexed shall be discharged of and from the said Fee Farm Rent of Eighty-four Pounds reserved by the said Letters Patent of Queen *Elizabeth*, and of and from such of the said yearly Fees and Charges mentioned in the said Letters Patent as are still subsisting, and also of and from the said several Annuities for Lives, and also of and from all other Charges and Incumbrances affecting the same last-mentioned Premises, at any Time heretofore created or charged thereon by the said Warden and Six Assistants, and by the said Mayor, Aldermen, and Burgesses, or by either of them; and the said Mayor, Aldermen, and Burgesses shall from Time to Time answer and pay the same Fee Farm Rent of Eighty-four Pounds, and such yearly Fees and Charges as aforesaid, and the said Life Annuities and other Charges and Incumbrances, as and when the same shall respectively become payable, and all Arrears now or at any Time hereafter to become due in respect thereof, to the Person or Persons entitled to receive the same respectively; and in case of Nonpayment thereof by the said Mayor, Aldermen, and Burgesses, it shall be lawful for the said Warden and Six Assistants from Time to Time to enter and distrain upon all or any Part of the Hereditaments



ments which by virtue of this Act or otherwise shall or may be vested in or belong to the said Mayor, Aldermen, and Burgesses, for the same Fee Farm Rent of Eighty-four Pounds, and such yearly Fees and Charges as aforesaid, and the said Life Annuities and other Charges and Incumbrances respectively, and for any Arrears thereof now or at any Time hereafter to become due and unpaid, or for so much of the same respectively as shall for the Time being remain unpaid, and for all Costs, Charges, and Expenses from Time to Time occasioned by the Defaults of the said Mayor, Aldermen, and Burgesses in Payment of the same, or otherwise howsoever in relation to the said Fee Farm Rent of Eighty-four Pounds, and such yearly Fees and Charges as aforesaid, and the said Life Annuities and other Charges and Incumbrances, and the Arrears thereof respectively, and to dispose of the Distress or Distresses so taken, as in the Case of Distress for the Recovery of Rent reserved on Leases for Years, until thereby or otherwise the whole of such Fee Farm Rent of Eighty-four Pounds, and of such yearly Fees and Charges as aforesaid, and of the said Life Annuities and other Charges and Incumbrances, and of such Arrears, Costs, Charges, and Expenses as aforesaid, shall have been fully paid and satisfied.

XVI. And be it enacted, That the said Warden and Six Assistants shall from Time to Time and at all Times hereafter, unless prevented by Fire or other inevitable Accident, upon every reasonable Request, and at the proper Costs and Expense of the said Mayor, Aldermen, and Burgesses, produce and show forth, in any Part of the Kingdom of *Great Britain*, unto the said Mayor, Aldermen, and Burgesses, or their Assigns, or to their Counsel, Attornies, or Agents, or to such other Person or Persons as they shall for that Purpose direct, and also at or upon any Trial, Hearing, Commission, or Examination in any Court of Judicature, or to any Arbitrators or Umpire, or otherwise as Occasion shall require, to be by them then and there perused, pleaded, or given in Evidence, or otherwise reasonably employed, all or any of the Muniments of Title comprised in Part I. and Part II. of Schedule (C.) to this Act annexed, for the Manifestation, Defence, and Support of the Title, Estate, and Possession of the Manor, Messuages, Buildings, Lands, Tenements, Rents, Reversions, Services, Manorial Profits, Markets, Fairs, Market Places, and Hereditaments, Tolls, Customs, Piccages, Stallages, Pennages, Standages, Usages, Profits, and Emoluments, Rights, Jurisdictions, Franchises, Liberties, Property, and Privileges of the said Mayor, Aldermen, and Burgesses, or of their Assigns; and the said Warden and Six Assistants shall also from Time to Time, at the like Request, and at the Costs and Expense of the said Mayor, Aldermen, and Burgesses, or their Assigns, make and deliver unto them, or as they shall direct, full and perfect Abstracts, and also plain, attested, or other Copies of the same Muniments of Title or of any of them, or of any Part thereof respectively, as in such Requisition shall be expressed, and permit and suffer such Abstracts and Copies, and also any other Abstracts and Copies which may have been or which may at any Time or Times hereafter be made or delivered to the said Mayor, Aldermen, and Burgesses, or their Assigns, of the same Muniments of Title, or any of them, or any

Muniments of Title in Parts I. and II. of Schedule (C.) to be produced by the Warden and Six Assistants.

[Private.]

e e

Part



Part thereof respectively, to be examined and compared with the original Muniments of Title by the said Mayor, Aldermen, and Burgesses, or their Assigns, or by such Person or Persons as they shall from Time to Time for that Purpose direct.

Muniments of Title in Part III. of Schedule (C.) to be produced by the Mayor, &c.

XVII. And be it enacted, That the said Mayor, Aldermen, and Burgesses shall from Time to Time and at all Times hereafter, unless prevented by Fire or other inevitable Accident, upon every reasonable Request, and at the proper Cost and Expense of the said Warden and Six Assistants and their Assigns, produce and show forth, in any Part of the Kingdom of *Great Britain*, unto the said Warden and Six Assistants or their Assigns, or to their Counsel, Attornies, or Agents, or to such other Person or Persons as they shall for that Purpose direct, and also at or upon any Trial, Hearing, Commission, or Examination in any Court of Judicature, or to any Arbitrators or Umpire, or otherwise, as Occasion shall require, to be by them then and there perused, pleaded, or given in Evidence, or otherwise reasonably employed, all or any of the Muniments of Title comprised in Part III. of Schedule (C.) to this Act annexed, for the Manifestation, Defence, and Support of the Title, Estate, and Possession of the Messuages, Buildings, Lands, Tenements, and Hereditaments, Rights, Property, and Privileges of the said Warden and Six Assistants or of their Assigns; and the said Mayor, Aldermen, and Burgesses shall also from Time to Time, at the like Request, and at the Costs and Expense of the said Warden and Six Assistants or their Assigns, make and deliver unto them, or as they shall direct, full and perfect Abstracts, and also plain, attested, or other Copies of the same Muniments of Title or of any of them, or of any Part thereof respectively, as in such Requisition shall be expressed, and permit and suffer such Abstracts and Copies, and also any other Abstracts and Copies which may have been or which may at any Time or Times hereafter be made or delivered to the said Warden and Six Assistants or their Assigns, of the same Muniments of Title or any of them, or any Part thereof respectively, to be examined and compared with the original Muniments of Title by the said Warden and Six Assistants or their Assigns, or by such Person or Persons as they shall from Time to Time for that Purpose direct.

The 1,681l. 19s. 3d. Bank Three per Cent. Annuities arising from the Monies paid by the East Lincolnshire Railway Company to be applied to Expenses of Act.

XVIII. And be it enacted, That the whole of the said Sum of One thousand six hundred and eighty-one Pounds Nineteen Shillings and Three-pence Bank Three *per Cent.* Consolidated Annuities, now standing in the Name of the Accountant General of the Court of Chancery, in trust "*Ex parte* the *East Lincolnshire* Railway Company, the Account of the Mayor, Aldermen, and Burgesses of the Borough of *Louth*, or other the Parties interested in the Lands respectively numbered 30, 30A, 31, and 89 in the deposited Plans and Book of Reference of the *East Lincolnshire* Railway Company as respects the Parish of *Louth*," or so much thereof as may be required, shall be applied in Payment of the Costs, Charges, and Expenses incurred by the said Mayor, Aldermen, and Burgesses and by the said Warden and Six Assistants respectively in obtaining this present Act of Parliament, and also in obtaining or seeking to obtain the other Act in the said Master's Report mentioned, (including therein all Costs, Charges,



Charges, and Expenses preliminary and incident thereto,) as mentioned in the Eleventh Provision of the said Articles of Agreement of the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, and in the said Master's said Report; and upon a Petition to be presented by the said Mayor, Aldermen, and Burgesses the said Court of Chancery may, in a summary Way, as to such Court shall seem fit, order the same Sum of One thousand six hundred and eighty-one Pounds Nineteen Shillings and Three-pence Bank Three *per Cent.* Consolidated Annuities, or any Part thereof, to be applied accordingly: Provided always, that in case such Sum of One thousand six hundred and eighty-one Pounds Nineteen Shillings and Three-pence Bank Three *per Cent.* Consolidated Annuities shall be insufficient to pay and discharge such Costs, Charges, and Expenses as aforesaid, then the Excess of such Costs, Charges, and Expenses shall be paid and discharged out of the Borough Fund of the said Borough of *Louth*.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the Mayor, Aldermen, and Burgesses of the Borough of *Louth*, and the Warden and Six Assistants of the Town of *Louth* and Free School of King *Edward* the Sixth in *Louth*, and all Persons entitled or who may become entitled under the charitable Trusts created by the said several Charters or Letters Patent of King *Edward* the Sixth, of Queen *Elizabeth*, and of King *James* the First, or any of them,) all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever as they or any of them had before the passing of this Act, or would, could, or might have had in case this Act had not been passed.

General  
Saving.

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

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



SCHEDULES to which the foregoing Act refers.

**SCHEDULE (A.)**

COMPRISING

The **ESTATES** to be vested in the **WARDEN** and **SIX ASSISTANTS** of the **Town of LOUTH** and **FREE SCHOOL OF KING EDWARD THE SIXTH** IN **LOUTH** in the **County of LINCOLN.**

**PART I.**

COMPRISING

Property granted by the before-mentioned Charter of King Edward the Sixth.

Name of Tenant.	Description of Property.	Extent.		
		A.	R.	P.
Allenby's, Samuel, Representatives.	Little Gunholme Close in Grainthorpe	2	0	32
Acred, William	Langworth Springs in North Somercotes	6	1	25
Adcock, Edward	Garman Leas in North Somercotes, late Drewry Benton, and House and Land adjoining.	1	0	10
Benton, Drewry	Message, Yard, and Garden in North Somercotes	0	1	20
	Homestead in ditto	0	3	5
	The Stripe (Pasture), opposite Message	1	1	17
	The Low Close (Pasture), adjoining the Stripe, received in Exchange.	2	3	26
Bond, William	Part of Whitworth Hill	15	3	37
	Far Allotment, next Hubbard's Hills in Louth	4	1	2
Clay, John	Message, Buildings, and Bull Piece in Grainthorpe	2	1	38
	New Croft Close in Grainthorpe	6	3	38
	The Three Acres in ditto	3	2	32
	The School Close in ditto	10	3	6
	The Fen Close in ditto	3	0	15
	The Ploughed Close in ditto	2	3	28
	Grainthorpe Fen, Allotment in ditto	12	0	1
	Marsh Close in ditto	4	2	27
Chatterton, Richard	Land in Ming, with Land belonging to Mr. Livesey, in the Butts in Grainthorpe.	0	2	11
	Buildings, Houses, and Ground in the Butcher Market, Louth, and Allotment No. 116 c.	0	1	7
Cross, John	Two Closes in Theddlethorpe, called respectively the Three Acres and the Four Acres, and containing, according to the Tithe Apportionment Plan,	6	2	5



Name of Tenant.	Description of Property.	Extent.		
		A.	R.	P.
Crowston, John	Close in Great Carlton (3A. 0R. 32P.), formerly let to Corporation, and in Ming, with Alcock's Land, and 4A. 0R. 20P. received in Exchange, of Thomas Alcock, Esquire, for Lands in Mill Wong.	7	1	12
Dickinson, Joseph	Lands in North Somercotes, No. 456. on the Tithe Plan	0	3	39
	No. 599. ditto	2	3	12
	No. 739. ditto	2	0	8
	No. 46. ditto	6	3	12
	Moiety of Allotment in the North Fen of North Somercotes, No. 395. on the said Plan, and containing altogether 8A. 0R. 3P.	4	0	1½
	A Garden next the Town Street, late in Ming, with Tempest's, No. 129. on the Tithe Plan.	0	2	0
Elsom, Thomas	Meadow Ground in Theddlethorpe	3	2	11
Foster, Cornelius	Lands in Ludborough (Part of the West Dale Furze, or West Dale Bottoms).	3	1	0
Gibson, Abraham	Kidgate Lane Paddock and Garden in Louth, late Stephenson.	0	2	16
Garton's, Edward, Representatives.	Two Ten-acre Closes in West Theddlethorpe, and containing, according to the Tithe Apportionment Plan,	20	1	21
Creswell, William Kemp	Two Closes of Pasture in Winthorpe	13	2	18
Hallam, John	Whitworth Hill, First Allotment in Louth	19	3	30
	Fotherby Road, Allotment in ditto	2	2	5
Keal's, Joseph, Widow	Allotment next Schoolhouse Close in Theddlethorpe	1	0	11
Kirk, John	Two Closes of Pasture in Theddlethorpe	17	3	9
	Frontage Allotment to ditto	0	0	35
Kirman, William	House, Yard, Buildings, Barn, and Garth, in South Somercotes, with the following Lands there:			
	The Pingle, now used as a Garden	0	1	15
	Old Root Yard, now used as a Garden	0	1	21
	Ing's Close, old Inclosure	2	0	28
	Feeding Pasture, adjoining House and Premises, received in Exchange from Wm. Kirman for the Thorn Tree Close (5A. 0R. 2P.) in Skidbroke, George Exley, late Tenant.	5	0	14
	Allotment from Ings, adjoining Homesteads and the said Feeding Pasture.	5	2	28
	Allotment in the Ings, now Arable	8	0	14
	Allotment in the North Field	8	0	7
Loft's, William, Representatives	A Selion of Land called Cot's Croft in Grainthorpe.			
Maddison, Thomas	Schoolhouse Close in Theddlethorpe, late Marshal, about 4th Part Pasture and Remainder Meadow (divided by a Hedge).	6	3	28
Marshall, John, and Crowston, John.	Message, &c. adjoining old inclosed Lands in Theddlethorpe.	4	0	36
	Allotment on Inclosure No. 94. in front of House	0	1	32
	Part of Meer's Bridge Close, allotted on Inclosure	1	1	10
	Pape Lane, old Inclosure	0	3	36
	Allotment near Pape Lane Piece, all in Theddlethorpe	0	0	10

[Private.]

ff



Name of Tenant.	Description of Property.	Extent.
Osborn, Joseph	Close of Meadow Ground in Wragholme	A. R. P. 4 2 32
Parr, John	Pasture Land in Grainthorpe	19 0 17
Sibthorpe, Colonel	Oxcroft Close in North Somercotes Pasture in ditto	4 0 0 2 0 0
Spencer, Matthew	House and Homestead, and Lands, as under, in North Somercotes. Rye Garth Jackcroft, South End of Homestead North and South Pingles Fengooses Creek in Porter's Marsh England's Close The Marsh, Three Acres Pasture next Homestead, late Christopher's, received in Exchange for Allotment No. 107. in the North Fen, 4A. Moiety of Allotment in the North Fen, altogether 8A. 0R. 3P.	2 2 19 1 1 29 4 0 8 1 3 12 1 3 4 4 0 28 3 2 38 2 3 28 3 0 0 4 0 1½
Stubbs, Wm., and Bogg, John	Pasture Land in North Somercotes	3 2 8
Taylor, John	Close of Pasture in Theddlethorpe, formerly let to the Corporation of Louth as if in Ming.	3 1 13
The School	The Schoolhouse and Yard, &c. in Schoolhouse Lane, Louth.	

## PART II.

## COMPRISING

Property granted by the before-mentioned Charter of Queen Elizabeth, and taken in Exchange from the Mayor, Aldermen, and Burgesses of the said Borough of Louth.

Name of Tenant.	Description of Property.	Quantity.	Present Rent.
Waite, Rev. John	Message, Coach-house, Stables, Yard, Garden, Plantation, and Crow Tree Lane Close in Edward Street, Louth.	A. R. P. 2 2 17	£ s. d. 65 0 0

## PART III.

## COMPRISING

The Rent-charge vested in the Warden and Six Assistants, and to be paid by the Mayor, Aldermen, and Burgesses of the said Borough of Louth.

The Rent-charge of 450*l.* a Year, issuing out of and charged upon the Lands and Hereditaments comprised in Part III. of Schedule (B.) to this Act annexed, and also issuing out of and charged upon the Message, Garden, Tolls, Stallages, and Premises comprised and described in Part V. of the same Schedule (B.)



## SCHEDULE (B.)

COMPRISING

The ESTATES to be vested in the MAYOR, ALDERMEN, and BURGESSES of the Borough of LOUTH in the County of LINCOLN.

## PART I.

COMPRISING

Property granted by the before-mentioned Charter of Queen Elizabeth, and not to be charged with the before-mentioned Rent-charge of £450.

Name of Tenant.	Description of Property.	Extent.		
		A.	R.	P.
	The Lordship and Manor of Louth, with all its Rights, Members, Jurisdictions, Franchises, Liberties, Profits, Emoluments, Hereditaments, and Appurtenances, described in and granted by the said Charter of Queen Elizabeth.			
Bogg, John - - -	Ground in Northgate, Louth.			
Bond, William - - -	Land in Ming, at the Eelmires, Louth.			
Byron, Mrs. - - -	Ground near the Spout, Louth.			
Boothby, Henry - - -	Ground in Northgate, Louth.			
Blakelock, Samuel Cook - - -	Close on Broadbank, Louth - - - -	1	2	0
Campion, Thomas - - -	Land in Ming, in Wyham Close, Grainthorpe.			
Carter, William - - -	Forepart of the new Inn (Crown and Woolpacks), Louth.			
Chapman's, Henry, Representatives.	Ground in Ramsgate, Louth, where the Worsted Manufactory stood, upon which Three Houses are built.			
Cooke, John - - -	Ground on West Side of National School, Louth.			
Croft, Francis - - -	Shop and Chambers in Mercer Row, Louth.			
Campbell, John - - -	Ground in Engine Gate, Louth.			
Dixon, Joseph - - -	Cottage, &c. in Hollowgate, Louth.			
Ditto - - -	Ditto ditto.			
Dunn's, James, Representatives.	Land where James Street is built, on Building Lease, which will expire at Lady Day, 1892, and the Rent of which was purchased by Dunn's Assignees.			
East, Will <sup>m</sup> , jun. - - -	Brick Yard, Part of Siscroft Close, Louth, late James Hunter Ryley.	1	0	19
Fox, Edward - - -	House in Hollowgate, Louth.			
French, Elizabeth - - -	Cottage and Gardenstead on North Side of Eastgate, Louth.			
Gant, Mrs. - - -	House in Cistern Gate, Louth.			
Gelsthorp, John - - -	Ground near Monk's Dyke Head, Louth.			
Griffin & Co. - - -	Ground in Louth on which Mill stands - - -	0	2	0
Ditto - - -	Carriage Road to their Mill in Louth.			



Name of Tenant.	Description of Property.	Extent.		
		A.	R.	P.
Goe, Bartholomew and Zachariah.	House near the Church, and Allotment to them in the East Field in Louth.			
Gray, Edward - -	Garden near the Mill, and Paradise Lane Allotment in Louth.	0	3	33
Hyde, Benjamin - -	Arable Land (late Gray, Edward) in Louth.			
Hallam, John - -	An Entry, Part of his Dwelling House in ditto.			
Ditto - -	Shop in Mercer Row, Louth.			
Hill, David - -	Cottage and Garden near Monk's Dyke, Louth.			
Hewson, Thomas - -	House and Garden in Hollowgate, Louth.			
Howlett, John - -	House and Garden near the Spout, Louth.			
Heath, William - -	Garden Ground in Westgate Terrace, Louth.			
Harrison, Daniel - -	Cottage near Monk's Dyke, Louth.			
Harrison, William - -	Windmill, &c., Allotment in Louth - - -	0	1	4
Howard, Rev. Mr. - -	Forepart of Shoulder of Mutton Close in Louth.			
Harred, Joseph - -	Messuage and Lands in Hogsthorpe - - -	16	2	0
Jackson, Robert - -	Cottage near Monk's Dyke, Louth.			
Jackson, Richard - -	Ditto ditto.			
Jackson, John - -	House near the Church, and Allotment No. 168 <sup>b</sup> . on the Alford Road, Louth.	0	1	2
Ditto - -	Ground near Siscroft, Louth.			
Jackson, John - -	House in Hollowgate, Louth.			
Justices for the Parts of Lindsey, Lincolnshire.	Theatre and Premises, Part of Guildhall, Louth.			
Kirk, Benjamin - -	Cottage near Monk's Dyke, ditto.			
Larder, Joseph - -	Shop, Chambers, and Garrets in Mercer Row, Louth.			
Lucas', Henry, Representatives.	Offices, Warehouse, Yard, and Premises, Part of Guildhall in Louth.			
Ling, James - -	House in the Quarry, and Garden adjoining (Part of Allotment No. 154.), in Louth.			
Mitchell, William - -	House in Cistern Gate, Louth.			
Mitchell, Richard - -	Chambers in front of and Cellars under and adjoining the Guildhall, Louth.			
North, William - -	House, &c. in the Quarry, Louth.			
Ditto - -	House adjoining same, ditto.			
Norton, Hugh, and others - -	Ground leased for building, upon which 16 Houses stand, in James Street and Ramsgate, Louth.			
North, Newton - -	Cottage and Garden in Monk's Dyke, Louth.			
North, Reuben - -	Ditto ditto.			
North, Thomas - -	Ditto ditto.			
Ditto - -	House, Workshop, Garden, and Ground near Monk's Dyke, Louth.			
Paddison, Charles - -	New Bridge Hill Close and Allotment in Louth - -	3	1	34
Pearson, Joseph - -	House and Premises in Maiden Row, Louth.			
Pettener, the Misses - -	House and Premises near St. Mary's, and Garden adjoining, and Part of St. Mary's Close in Louth.	2	0	0



Name of Tenant.	Description of Property.	Extent.
		A. R. P.
Paddison, Ann Elizabeth	Ground on Building Lease at South-west Corner of Cistern Gate, Louth.	
Ditto	Ground where Dyehouse stands, in Louth	0 0 11
Ditto	Ground adjoining ditto in Louth.	
Plaskitt, Michael	Middle Lea Close in Crow Tree Lane, Louth	3 1 0
Robinson, Mrs.	House, Stables, and Garden at Lime Kilns, near Hollowgate, Louth.	
Rashdale, Lucy	Part of a Close, called New Bridge Hill Close, in Louth.	1 1 8
Robinson, William	House and Garden in Kidgate, Louth	2 0 22
Rose, Thomas	Allotment at Tenter Close, Louth	0 2 3
Ditto	Gunby Croft Close in Uppgate, ditto	1 1 24
Ditto	Two Cottages in Maiden Row, Louth.	
Ryall, Elisha	Ground and Garden in Cistern Gate, Louth.	
School, National, Trustees of	Ground in Westgate, Louth.	
Ditto and School, Infant, Trustees of.	Part of Garden near the Spout Bridge, late Ryley; Garden, near the Spout, adjoining Enginegate, late John Wilkinson; ditto, late John Wilkinson.	
School, British, Trustees of	Site of Schoolhouse, and Yards adjoining, lately Part of Garden, in Kidgate Lane, Louth.	
Scott, David	House, Garden, and Land in James Street in Louth.	
Scrope, William	Lands in Ming in Howdales, in South Cockerington.	
Sharpley, Roger	Allotment No. 60., late Seven Rigs of Land, where Windmill stood, in Louth.	0 3 2
Smith, Edward,	Shop, Chambers, and Garret in Mercer Row, Louth.	
Swaby, William	House and Lands at West-end of James Street, Louth.	
Smith, Barton	House at Monk's Dyke Head, Louth.	
Thimbleby, William	House and Premises in Eastgate and Maiden Row, Louth.	
Thompson, Holland	Cottage and Garden at Monk's Dyke, Louth.	
Tatam, George	Houses in Lime Kilns Piece, and Lime Kilns Piece, Louth.	
Ditto	Ground in Enginegate, Louth, late in the Occupation of John Bogg.	
Town Council of Louth	Enginehouse in Enginegate, Louth.	
Ditto	Mansion House and Garden in Uppgate, Louth.	
Ditto	Plot of Ground, called Julian Bower, with Plantation thereon.	
Ward, Will <sup>m</sup> Hunter	Part of Orchard, &c. in Padehole, Louth, late Thomas Bogg.	
Wells, John	House, &c. at Monk's Dyke Head, Louth.	
Whiting, John	Shop, Chamber, and Garret in Mercer Row, Louth.	
Welch, Thomas	Hollowgate, Second Cottage and Garden in Louth.	
Wilson, James William	Far Lea Close in Crow Tree Lane, Louth	3 1 0

[Private.]

g g



Fee Farm Rents, Rents of Assize, Provision Rents, and other Manorial and fixed Rents payable to the Mayor, Aldermen, and Burgesses of the said Borough of Louth.

Name of Party liable.	Property liable.	Amount of Manorial and fixed Rents.
		£ s. d.
Ansell, Mary Sophia	Dove Cote Close, Louth	1 0 0
Ditto	Ground in Goosepool, ditto	0 12 0
Ditto	Fishpond Close in Louth	0 6 8
Alison, Edward	House and Shop in Mercer Row, Louth	0 0 10
Allison's, William, Representatives.	House in Mercer Row, Louth	0 2 0
Arliss, Mary	House in Eastgate, ditto	0 0 4
Ashton, William	House and Shop in Market Place, Louth	0 4 0
Atkin's John, Representatives	House in Padehole, Louth	0 0 8
Allison, William Grant	House in Westgate, ditto, late Codd	0 2 8
Allison, William Grant	Ground upon which stood a Tenement, late Wetherell's, Louth.	0 0 5
Ditto	A Messuage, late Boll's, now a Garden, ditto	0 1 6
Ditto	Close, near Mansion, Louth	0 0 3
Ditto	House in Aswell Hole, Louth, late Samuel Ryley	0 2 0
Atkinson, Plant	Part of House and Ground in Uppgate, Louth, formerly Boyes.	0 0 1
Allenby, John	House in Aswell Hole, Louth	0 2 0
Abbott, Edward	House in Walkergate, Louth, late Cannon	0 0 6
Armitage, William	Houses in Fishmarket, (late Swift,) Louth	0 0 8
Bellwood, Charles	House in Westgate, Louth	0 2 0
Ditto	House in Uppgate, ditto	0 2 4
Bond, William	One Third Part of Louth Woods	3 6 8
Ditto	House in Walkergate, Louth	0 1 4
Ditto	Lands by the Woods, Louth	0 0 1
Briggs, Benjamin	House and Shop in Mercer Row, Louth	0 4 0
Byron, William	Ground in Northgate, Louth	0 2 11
Bogg, John	House in Padehole, ditto	0 2 0
Ditto	House in Aswell Lane, ditto, late John Andrews, the Red Lion.	0 0 4
Burton, John	House in Nichol Hill, Louth	0 0 4
Butler, William	Spittle Hill Paddock, Louth	0 0 4
Bogg, John	House in Eastgate, Louth, late Dunn	0 0 4
Ditto	Ditto late Fields	0 0 4
Ditto	Ground in ditto ditto	0 0 4
Brett, William, junior	House and Shop in Mercer Row, Louth	0 0 3
Boothby, Henry, junior	Part of Spittle Hill Close, Louth	0 0 4
Boothby, Henry, senior	Ditto ditto	0 0 11
Batterham, Harrison	Ditto ditto	0 0 6
Birkett, Jonathan	Ditto ditto	0 0 6
Bond, John	Close in Louth, formerly Bradley	0 0 4
Ditto	Ditto in Haygarths in Louth, in Three Parts	0 0 10
Ditto	House in Uppgate, Louth	0 0 9
Ditto	House and Shop in Market Place, Louth	0 6 8
Ditto	Bulker at the Shop, Louth	0 0 6
Ditto	Close in Louth, late Burton's	0 1 8
Ditto	Ditto, formerly in Tenure of Richard Hardy	0 0 5
Banks, John Tatam	Ditto in Siscroft, Louth, late Hildyard	0 0 8
Ditto	Allotment for Lea's East Field, Louth, late Hildyard	0 0 5
Ditto	House in Uppgate, Louth	0 1 0
Belgrave's Representatives	House in Eastgate, Louth	0 1 2
Ditto	House and Ground in Eastgate, Louth	0 1 0
Chapman's, Edward, Representatives.	Two Cottages in Eastgate, Louth	0 2 0



Name of Party liable.	Property liable.	Amount of Manorial and fixed Rents.		
		£	s.	d.
Calah's, Ann, Representatives	Ground near St. Helen's, ditto	0	0	6
Cockerell, Elizabeth	Two Cottages in Goosepool, ditto	0	2	6
Cartwright, Thomas	Lands in Skidbrook	0	5	0
Cook, Dr.	House and Shop in Market Place, Louth	0	2	2
Chatterton, Richard	House in Goosepool, Louth	0	5	0
Ditto	Close in Kidgate Lane, ditto	0	7	6
Cameron's, Finlator, Representative.	House in Westgate, Louth	0	4	3
Calah's, James, Representatives	House in Walkergate, ditto	0	2	0
Ditto	Close at Haygarth's, ditto	0	0	5
Calvinist Meeting-house, Trustees of.	Meeting-house and Ground, Padehole, Louth	0	0	6
Chapman's, Henry, Representatives.	Close in Bull Piece, Louth, late William Allison	0	0	4
Clerk of the Peace for the Parts of Lindsey, Lincolnshire.	Ground near House of Correction, Louth, late Bond	0	0	5
	House and Ground near New Bridge, Louth, late Kime	0	3	4
	Ground where Houses stood, Louth, late Scrivener	0	0	8
	Ground in Eastgate, Louth	0	1	0
Coupland's, James, Representatives.	Ground in Upgate, Louth, late Julian	0	1	6
Ditto	Ground in ditto (Site of a House), late Smith	0	1	4
Coulam's, William, senior, Representatives.	Ground in Walkergate, Louth	0	0	9
Cox's Richard, Representatives	House in ditto ditto	0	1	6
Croft, Elias	House in ditto, late Boswell	0	0	6
Clarkson	Part of a House and Croft in Newmarket, Louth	0	0	11
Campbell, John	Close in North Field, Louth, called Bates Close, late Harrison.	0	0	2
Ditto	Tenement in Eastgate, Louth, late Ann Cannon	0	0	8
Cheetham, Mrs.	Ground in Aswell Lane, Louth, Part of Black Horse, late Dawson.	0	0	4
Ditto	Ground, ditto, Part Black Horse, late Grantham	0	0	4
Colam, William	Part of Spittle Hill Close, Louth	0	0	3
Cross, Thomas Leach	Part of House and Ground in Upgate, Louth, formerly Boyes.	0	0	2
Cresswell, Samuel	Dr. Mapletoft's Schoolhouse in Padehole, Louth, formerly Espin, late Rogers.	0	1	0
Driver, James	House in Eastgate, Louth (Ship and Horns)	0	0	4
Dunn, William Allison	House in Nichol Hill, ditto, late Cross	0	0	9
Dowse, Francis	Houses in Eastgate, ditto	0	3	2
Ditto	House - ditto - ditto, late Dawson	0	0	1
Ditto	Part of Poorhouse and Ground in Padehole, Louth, late Overseers of Poor.	0	0	5
Dales, Mrs.	Cottage in Goosepool, Louth	0	2	6
Edwards, Misses A. & F.	House in Upgate, Louth, late Wright	0	1	0
Elmhirst, Richard, Esquire	Allotment for Lands, late Atchard's, Louth	0	4	0
Ditto	Ditto, Lease in Eastfield, ditto	0	0	2
Elvin, John	House in Upgate or Mercer Row, Louth, late Ryley	0	0	5
Emeris, Miss	Allotment for Arable Close next Horncastle Road, Louth	0	2	0
Ditto	Allotment for Arable Close next Horncastle Road, Louth, 8A. 0R. 0P.	0	1	4
Ditto	Ditto ditto	0	0	8
Feoffees of Butter	House in Eastgate, Louth, formerly a Barn	0	0	8
Feoffees of Coals	Close in Eastfield, Louth	0	0	6½
Freeman, Captain	Paddock at Westgate End, Louth	0	0	4
Fields, Elias	House in Upgate ditto	0	5	0
Farr, Lucy	House in Chequer Gate ditto	0	1	0
Foster, George	House in Eastgate ditto	0	0	6



Name of Party liable.	Property liable.	Amount of Manorial and fixed Rents.
		£ s. d.
Foster, William	House, Orchard, and Ground in Westgate, Louth	0 6 8
Ditto	Two Closes, containing 18 A., Part of Louth Woods	1 2 3
Field's, Edward, Representatives.	Garden adjoining Padehole, late Harvey, Louth	0 0 9
Ditto	House in Upgate, formerly Britton, Louth	0 6 0
Ditto	House adjoining ditto, formerly Burton	0 0 10
Fuller, Thomas	House and Ground in Goosepool, Louth	0 3 4
Gray, William Henry	House in Market Place, Louth	0 3 0
Grounell, William	Two Houses in Westgate, Louth	0 3 0
Gray, Mary Ann	Ground in Gatherums - ditto	0 5 4
Garbutt, Thomas	Four Acres of Pasture in Grainthorpe	0 6 8
Gustard, Thomas	House in Maiden Row, Louth	0 1 0
Gray, Edward	New King's Head Inn, Louth	0 2 0
Greenwood's, William, Representatives.	House in Westgate, Louth (Wheat Sheaf)	0 0 6
Ditto	Close in Hungry Spot, Louth, formerly Stovin	0 0 6
Grant's, Miss, Representatives	House in Nichol Hill, Louth, formerly Utley	0 0 9
Goe, Bartholomew and Zachariah.	House in Butcher Market, Louth, late Meggitt	0 3 4
Gray's, Stephen, Representatives.	Allotment for 5 Acres of Land, North Field, Louth	0 0 6
Gray, Stephen, ditto	Allotment for 8 Acres of Land in South Field, Louth	0 0 10
Gray, Stephen	Haygarth's Close, Louth, late Hildyard	0 0 5
Gace, Miss	Ground in Westgate, Louth, formerly Waite	0 6 8
Gillott	Part of House and Croft in Newmarket, Louth	0 0 11
Grundy	House in Eastgate, Louth, late Pawson	0 1 6
Hoyland, William	House in Nichol Hill, Louth	0 1 0
Hempstock, Benjamin	Projection Wall and Spout adjoining British School, Louth.	0 0 1
Hay, John	Ground in Goosepool, Louth	0 1 0
Holgate, John	Egredale Close, 5d., and Arable thereby, 8d., late Webster, Richard, both in Louth.	0 1 1
Healey's, Jeremiah, Representatives,	House in Cisterngate, Louth	0 1 0
Healey's, George, Representatives.	Ditto - ditto - late Dixey	0 0 8
Ditto	Ditto - ditto - late Spikings	0 0 5
Hill, James	House in Goosepool, Louth	0 0 6
Hurst, William	House in Eastgate, Louth	0 0 4
Hurton, Henry	House and Premises in Mercer Row, Louth	0 5 6
Hyde, William, senior	Gardenstead, Eastgate, Louth	0 0 4
Ditto	Close in Southfield, ditto	0 0 3
Ditto	House and Shop, Upgate, ditto	0 6 0
Ditto	Allotment of Land in Southfield, Louth	0 1 4
Hill, Robert (Lincoln)	Close on Horncastle Road, Louth, late Codd.	0 2 10
Hallam, John	House and Kiln, Padehole, Louth, late Musgrave	0 1 0
Ditto	Ground in Northgate, Louth	0 1 0
Ditto	Two Closes, Part of Louth Woods	0 11 1
Ditto	Close, late Musgrave, Louth	0 0 4
Heald, Miss	House, &c. Eastgate, Louth, in lieu of Lands formerly Wellfitts, 5s. 10d., and Simcotts, late Fytche, 1s. 6d.	0 7 4
Hackford, Edward	Part of Poorhouse and Ground in Padehole, Louth	0 0 4
Hyde, Benjamin	Houses in Upgate, formerly Mr. Preston's, Louth	0 1 8
Hyde, William, junior	Garden, Top of Goosepool, Louth, formerly King, late Waite.	0 2 0
Jackson, John	House in Aswell Lane, Louth	0 0 6
Ditto	Cottage in Eastgate, Louth	0 10 6
Ditto	Site of a Tenement in Westgate, Louth, late Codd	0 1 0



Name of Party liable.	Property liable.	Amount of Manorial and fixed Rents.
		£ s. d.
Jenney, William	House and Premises in Eastgate, Louth	0 2 0
Ingoldby, Christopher	House in Upgate, Louth, late Norton	0 0 4
Ditto	Monk's Dyke Close, Louth, late Hildyard	0 1 9
Ditto	Garden in Westgate, Louth, late Richard Codd	0 2 0
Johnson, Henry Allen	House and Premises, Butcher Market, Louth, late Hogarth.	0 2 0
Ditto	House adjoining, in Market Place, Louth, late Hogarth.	0 0 6
Kime, Miss	House in Walkergate, Louth, late Simpson	0 0 6
Ditto	Close in Haygarths, Louth	0 0 5½
King, John, Reverend	Closes at Haygarths, Louth	0 1 4
Kirk's William, Representatives.	House in Westgate, Louth	0 1 4
Kemp, Samuel Robert	Houses, &c. Padehole, Louth, late Preston	0 1 4
Ditto	Low Holmes, late Close in Louth	3 3 0
Ditto	House in Northgate, Louth	0 0 6
Luck, Peter	House in Walkergate, Louth	0 2 5
Lee, Robert Newton, Esq.	A Close nigh the Mill, Louth	0 4 0
Ditto	Ditto called Rees Hill or Russell Croft, Louth	0 1 10
Ditto	For a Carriage Road to his Mill, Louth	0 1 0
Lawrence, Thomas	Two Pieces of Ground in Goosepool, Louth	0 2 0
Lowther's, Thomas, Representatives.	House in the Market Place, Louth	0 3 0
Lucas, Frederick Richard	Piece of Ground in Cisterngate, Louth; ditto, where a House formerly stood, in Louth, Length 30 Yards, Breadth 6 or 7 Yards.	0 4 0
Lundie, William	House in Aswell Lane, Louth	0 16 6
Loft, William	Three Acres of Pasture in Grainthorpe	0 3 4
Moody, William	House in Rosemary Lane, Louth	0 1 0
Morton, Joseph	House in Eastgate, Louth	1 0 0
Milson, Lawrence, & Foster	Tanyard in Padehole, Louth	0 1 0
Markham, Thomas	House and Premises in Rosemary Lane, Louth, late Patrick.	0 0 7
Ditto	Ground, Site of House in Eastgate, ditto	0 0 8
Mawer, John	House in Market Place, Louth, late Tharratt	0 1 0
Ditto	Close at Monk's Dyke, Louth, late Adam Eve	0 3 3
Ditto	Monk's Dyke Close, Louth, late Simpson's	0 1 3
Maxey, John	Eelmires Close in North Field, Louth, late Wallis	0 0 4
Mantell, Reverend Edward Reginald.	House in Goosepool, Louth, late Odlin	0 1 4
Mager, Francis Willows, and Ryley, Charles Hunter.	House and Kiln in Walkergate, Louth, late Smith	0 4 0
Musgrave, Philip	House in Eastgate, Louth	0 2 4
Ditto	Ground there adjoining	0 0 11½
Ditto	Gardenstead adjoining, formerly Smith	0 0 4
Mawer, Thomas	House in Eastgate, Louth, late Naull	0 0 7
Milson, Wright	Tenement on North Side of the Church, Louth, late Storridge.	0 0 3
Ditto	House in Schoolhouse Lane, Louth	0 0 6
Naylor, William	Cottage in Goosepool, Louth	0 5 0
North, William	Two Houses in Maiden Row, Louth	0 6 4
Naull, John, Representatives of	Houses in Walkergate, Louth, late Wood's	0 1 10
Ditto	Ground called Spring Gardens, Louth	0 0 10
Newcomen, Thomas	Houses in Walkergate, Louth, late Atkinson	0 2 5
Newham's Heirs	Three Tenements in Walkergate, Louth	0 1 2

[Private.]

h h



Name of Party liable.	Property liable.	Amount of Manorial and fixed Rents.		
		£	s.	d.
North, John	House in Padehole, Louth, late Hobson	0	0	1½
Osborn, Ann	Cottage in Uppgate, Louth	0	3	4
Osborn, Joseph	Four Acres of Meadow in Grainthorpe	0	2	6
Outram, Martha	Ground in Uppgate, Louth	0	1	0
Ditto	Close in South Field, Louth, late Gunniss	0	1	2
Ditto	House in Padehole, Louth, late Tathwell	0	1	8
Overton, Thomas	House, &c. near Fishmarket, Louth, late Hodgson	0	1	1
Orme, Henry	House in Chequergate, Louth, late Mrs. M. A. Orme, Grave Rent.	0	1	1
Orme, Charles Cave John	House in Chequergate or Bridge Street, Louth, late Scott, Fee Farm Rent.	0	9	0
Odlin, Edward	Two Houses in Aswell Lane, Louth, late Brown	0	1	0
Paddison, Mrs.	Ground where Mill Manufactory stands in Louth	0	2	6
Parker, Lysimachus	Garden Wall in Westgate, Louth	0	0	8
Pawson's, Charles, Representatives.	Burnt Hill Premises, Eastgate, Louth	0	1	0
Ditto	House in Eastgate, the Jolly Sailor, ditto	0	0	9
Phillips, Walker	Ground in Uppgate, Louth	0	0	6
Porter, John	Haygarth Close in Louth	0	6	8
Parkinson, John	Jarratt Close in North Field, ditto	0	3	1½
Ditto	House in Goosepool, Louth, late Misdale	0	0	3
Ditto	House adjoining, late ditto	0	1	0
Ditto	House in Goosepool, Louth	0	5	0
Pettener, the Misses	Womble's Close in South Field, Louth, late Gunniss	0	0	6
Pinder, Cornelius	House in Padehole, Louth, late Hoe	0	0	7
Plant, William	Broad Spot Close, late Hildyard, Louth.	0	1	7
Ditto	Close, formerly Mitchell, Louth, late ditto	0	0	6
Pearson, William	House in Eastgate, Louth, late Bertrand	0	0	4
Preston, Mrs.	Ground in Westgate, Louth, formerly Two Tenements, late Reverend J. Waite.	0	4	0
Ditto	Ground, South Side of Westgate, Louth, where a House stood, formerly Atkinson, late Waite.	0	1	1
Parkin, William	Two Houses in Walkergate, Louth	0	1	4
Philbrick, Thomas	Allotment in North Field, Louth, for 32A. of Land	0	4	5½
Pye, Henry	Close in Westgate, Louth, late Codd's	0	2	0
Ditto	Allotment in the North Field, Louth	0	2	0
Ditto	House in Westgate, Louth, late Pearson	0	0	9
Preston, Thomas	Waring Close, Louth, late Sheath	0	0	6
Public Building, Proprietors of	House in Mercer Row, Louth, formerly Boyes	0	0	10
Ryley, Charles Hunter	House in Walkergate, Louth, late Eve	0	3	4
Rashdale, Lucy	Ground in Eastgate, Louth	0	2	0
Robinson's, Stephen, Representatives.	Houses in Maiden Row, ditto, late Naull	0	0	11
Rogerson, John	House in ditto, ditto, late Portas	0	0	6
Ditto	House in Walkergate, Louth	0	0	4
Richardson, Joseph	Old Rein Deer Inn, Mercer Row, Louth	0	0	8
Ryall, Richard	Part of Spittle Hill Close, Louth	0	0	7
Rickett, Stephen	House in Uppgate, Louth (Blue Stone)	0	0	10
Ryall, Elisha	Spa Houses and Ground, and Dove Cote Close, Louth, 2s., and Close in Cisterngate, Louth, 5d., late Holland.	0	2	5
Rose, Thomas	Piece of Land at the Bottom of West Holmes Close, Louth.	0	0	2
Smith, Mrs.	House in Uppgate, Louth, late Robinson	0	0	6
Sowden, William John	House and Shop in Mercer Row, Louth	0	0	8
Ditto	Ditto, late Wakelin	0	0	2
Stone's, Robert, Representatives.	Mason's Arms Inn, Louth, late Wilson.	0	0	6



Name of Party liable.	Property liable.	Amount of Manorial and fixed Rents.		
		£	s.	d.
Stovin, Cornelius	House in Padehole, Louth, late Pacey	0	0	4
Simons, Thomas	House in Fishmarket, Louth, late Smith	0	0	3
Ditto	Houses in Eastgate, Louth	0	0	6
Ditto	House in ditto, ditto	0	2	8
Simpson, John	House in Walkergate, Louth, late Brown	0	2	2
Swaby, John	Allotment for 8A. Arable in both Fields of Louth	0	8	6
Swift, John	Ground in Westgate, Louth	0	1	0
Ditto	Paddock in ditto, late Walker	0	0	10
Ditto	Garden Ground in ditto	0	7	6
Sibthorpe, Colonel	Three Acres of Pasture in Grainthorpe	0	5	0
Sharpley, John	High Holmes Close in Louth, 5A. 1R. 19P.	3	13	11
Standaland, James	Cottage in Eastgate, Louth	0	10	6
Swaby, George	Land, Bottom of East Holmes Close, Louth	0	1	0
Taylor, Edwin	House and Shop in Mercer Row, Louth, late Allsop	0	3	10
Tomlinson, John, Representatives of.	House, North Side the Church, Louth, late Rooke	0	0	3
Titley, John	House in Eastgate, Louth, late Forman, "Marquis of Granby."	0	0	8
Ditto	Ground nigh Padehole, Louth, late Forman	0	0	9
Thompson, John	Part of a House and Croft in Newmarket, Louth	0	0	11
Trought, Samuel	Forepart of his House in Mercer Row, Louth	1	4	0
Ditto	Close in Stewton Nook, Louth, late Phillipson	0	0	8
Vickers, James	Houses in Aswell Lane, Louth	0	1	0
Watkinson, William	House in Upgate, Louth, late Scrivener	0	1	10
Wesleyan Methodist Chapel, Trustees of.	Ground where the Chapel stands in Louth	0	1	1
Wiglesworth, Mrs.	House in Westgate, Louth, late Wilson	0	1	0
Willey, Charles	House in Aswell Lane, Louth, late Gillott	0	0	6
Wright, Robert	House in Maiden Row, Louth, late Phillipson	0	1	0
Ditto	Allotment for Lands in Eastfield, Louth, late Smith	0	0	6
Wright, John, and George (Malton).	Allotment, ditto, late Weighton's	0	10	5
Ditto	Ditto, late Hyde's	0	0	6½
Williams, Amelia	House in Padehole, ditto, late Eve	0	1	3
Wilson, Eliza	House in Westgate, Louth, late Gilliatt	0	2	4
Ward, Hunter	New Road to Brickyard, Louth	4	4	0
Ditto	Holmes Close, lately a Brickyard, (formerly Dunn, and late Naull,) in Louth.	2	2	0
Waite, John	Ground in Spittle Hill, Louth	0	8	0
Wright, Stephen	Two Houses in Upgate, Louth	0	2	6
Wright, John	Allotment for Tenter Close, and Arable Land in Louth.	0	1	4
Wilson, Diana	For an Encroachment in Louth Estate	0	1	0
Waite, Thomas Phillips	Ground in Goosepool, Louth	0	14	0
Waite, Sarah	Cottage in Gatherums, Louth	0	2	0
Wilkinson, George	Cottage in Gatherums, Louth	0	2	0
Wilson, James William	House in Bridge Street, Louth	0	3	0
Ditto	Ground in ditto	0	2	0
Williams, John	Gutters near his House, Louth, late Harrison	0	0	4
Wilson, Diana	House in Upgate, Louth, late Torr	0	2	6
Ditto	Ditto, the Greyhound, late Torr	0	3	0
Ditto	Ditto, Tenement, Part of the same, ditto	0	0	4
Ditto	A back Garth, Part ditto, ditto	0	0	6



## PART II.

## COMPRISING

Property supposed to be granted by the said Charter of King Edward the Sixth, and taken in Exchange from the said Warden and Six Assistants.

Name of Tenant.	Description of Property.	Extent.			Present Rent.		
		A.	R.	P.	£	s.	d.
Harred, Joseph	Close of Meadow in Anderby	9	0	32	13	16	0
Cross, John	Lands called the Holmes in Great Carlton	18	1	19	27	10	0
Milson, James	Close of Pasture called the World's End Close in Westgate, Louth.	2	0	8	12	1	0
Rose, Thomas	Close called Tenter Close or Monk's Dyke Close in Maiden Row, Louth.	1	1	19	14	10	0
Nundy, Thomas	Close of Pasture called Monk's Dyke Head Close, with Hovel, Garden, and Plantations, in Kidgate, Louth.	2	0	18	10	0	0

## PART III.

## COMPRISING

Property granted by the said Charter of Queen Elizabeth, or taken in Exchange as aforesaid, and to be charged, jointly with the Property comprised in Part V. of this Schedule, with the said Rent-charge of Four hundred and fifty Pounds.

Name of Tenant.	Description of Property.	Extent.		
		A.	R.	P.
Allison, William Grant	Two Closes in Lower Windmill Furlong, Louth	5	1	7
Ditto	One Close in ditto	5	0	28
Ashton, Benjamin	One Close in Upper Windmill Furlong, Louth	5	0	7
Bond, William	Close of Meadow in Coxey Hills, Louth	2	3	10
Ditto	Ditto Arable in ditto	14	1	20
Clark, George	Close and Garden in Upper Windmill Furlong, Louth	5	0	24
Hughes, James	Close in Upper Windmill Furlong, in Louth	5	0	7
Hallam, John	Whitworth Hill, Second Allotment, in Louth	14	1	8
Hyde, William, junior	First Lea Close in Crow Tree Lane, Louth	3	1	0
Jackson, William	Close in the East Field, Louth	2	2	19



Name of Tenant.	Description.	Extent.		
		A.	R.	P.
Milson, James - - -	World's End Close and Garden adjoining, in Louth -	2	0	8
Ditto - - -	Coxey Hills North Plat in Louth - - -	4	2	15
Nundy, Thomas - - -	Monk's Dyke Head Close, Plantation and Garden, Louth	2	0	18
Pearson, William and John -	Hall Mill and Premises, Louth.			
Porteus, Henry - - -	Coxey Hills First or Near Plat in Louth - - -	7	3	35
Sudbury, Ann - - -	Second Lea Close in Louth - - -	2	2	34
Tatam, George - - -	Close on Broad Bank Louth, Part of Allotment No. 114.	2	0	37
Willoughby, George Ravis -	First Lea Close and Part of Allotment in Louth -	2	3	10
Waters, John - - -	First South Lea Close in Louth - - -	2	1	33
Whiting, John - - -	Coxey Hills South Plat in Louth - - -	4	3	11
Ditto - - -	Coxey Hills Far Plat, ditto - - -	14	1	19

## PART IV.

## COMPRISING

Property purchased by the Mayor, Aldermen, and Burgesses of the said Borough of Louth in One thousand eight hundred and thirty-eight.

Description of Property.	From whom purchased.	Purchase Money.	Present Tenant.
Message, Shop, Granary, or Warehouse, Yard and Outbuildings, in Market Place, Louth -	Cornelius Stovin of Alford, Gentleman.	£ 840	Luke Harrison Youle.
Message or Inn called New Rein Deer Inn, with Yards, Stables, and Outbuildings, in the Market Place and Eastgate, Louth.	John Smith of Binbrook.	1,400	Thomas Nundy and John Hallam.
Dwelling House, Counting-house, and Shop, Yards, Stables, Granaries, Warehouses, and Buildings, in Market Place, Louth.	John Dunstan Naull of Louth, Ironmonger.	2,500	Henry Thompson.
Yards, Stables, Buildings, and Garden on the North Side of Eastgate, Louth.			Thomas Nundy and John Hallam.
Dwelling House, Outhouses, and Buildings in the Market Place, Louth.			Samuel Cooke Blakelock.
		£ 4,740	

[Private.]



## PART V.

COMPRISING

The Quarry, and adjoining Lands, Messuages, Tenements, and Hereditaments, and the several Markets and Fairs granted by or derived under the said Charters of King Edward VI. and King James I. respectively, and also the other Markets and Fairs mentioned in this Act and in this Part of the present Schedule respectively, all which Premises are to be vested in the Mayor, Aldermen, and Burgesses of the said Borough of Louth, and, together with the Property comprised in Part III. of this Schedule, to be charged with the said Rent-charge of £450.

Names of Tenants.	Description.	—
Bower, Joshua, and Clarkson, Richard.	<p>Two ancient Markets of all Kinds of Merchandize (except living Animals) held in Louth weekly on the Saturday and Wednesday in every Year, Three ancient Fairs held on the Third Sunday after Easter, on the Day of Saint James the Apostle, and on Martinmas Day in every Year, the ancient Beast Market at the Time of the said Fairs, and all manner of Tolls, Customs, Piccages, Stallages, Usages, and other Profits arising from the said Markets and Fairs; also the Market for Oxen, Sheep, and Swine (both fat and lean) held in Louth weekly on Wednesday in every Year, and the Tolls and Customs thereof, the Market for Horses, Mares, and Geldings also held in Louth weekly on Wednesday in every Year, and the Tolls thereof, the Market for Sheep held in Louth on Friday in every Week during the Spring and Autumn in every Year, called the Spring and Autumn Stock Market, and the Market for Sheep and other live Stock held in Louth on Friday in every Fortnight in and throughout every Year, together with all other Markets and Fairs now held in Louth, and all manner of Pennage, Standage, Customs, and other Profits arising therefrom respectively; the Plot of Ground called the Quarry, in the South Field of Louth, containing by Admeasurement 4A. 1R. 12P., and the adjoining Ground, used for the public Fairs and Markets for Cattle above mentioned; the Public House called "The Boar's Head," and the adjoining Brewhouse, Stables, and Outhouses near the said Quarry; the Piece of Garden Ground adjoining the said Public House, and containing in Length 43 Yards, and in Breadth 35 Yards at the North End and 36 Yards at the South End thereof; and the Piece of Ground near the same Public House, enclosed with a Brick Wall and fitted up with Panns, in which Pigs and Sheep are exposed for Sale at the said Markets and Fairs; all which Premises are now and have been for several Years designated in the Rental above mentioned called King Edward's Rental by the several following Descriptions:—</p> <p>"The Lower Tolls, Louth, Corn, &amp;c. sold, and  "Piccage, Stallage, &amp;c. in the Lower Market;"  and  "House and Garden and Premises in Quarry Hill,  "Louth, (the 'Boar's Head' Public House),  "with the Tolls and Pennage of Sheep, Beasts,  "and Pigs, &amp;c. in the Quarry."</p>	



## SCHEDULE (C.)

COMPRISING

MUNIMENTS of TITLE referred to in this Act.

## P A R T I.

COMPRISING

Muniments of Title relating to the Estates comprised in the foregoing Schedules (A.) and (B.) respectively, retained in the Custody of the said Warden and Six Assistants of the Town of Louth and Free School of King Edward the Sixth in Louth, and to be produced by them to the Mayor, Aldermen, and Burgesses of the said Borough of Louth.

A Book of Accounts from the Feast of the Annunciation of the Fifth Edward Sixth to the Year 1685, both inclusive.

The several Rentals for the Years 1668, 1675, 1681, 1698, 1701, 1702, 1709, 1712, 1714, 1717, 1718, 1757, 1759, 1761, 1764, 1766, 1767, 1772, 1773, 1775, 1778, 1785, 1786, 1787, 1788, 1789, 1791, 1793, 1794, 1795, 1796, 1798, 1800, 1801, 1802, 1803, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, each Rental being bound up separately in a separate Book, and each Book, from 1668 to 1702 (both inclusive), containing King Edward's Grant and Queen Elizabeth's Grant, both blended together, and all the other Rentals, from 1709 inclusive, containing the Rental called "King Edward's Rental" and the Rental called "The Rental of Queen Elizabeth," for each Year, both bound together in one and the same Volume.

Transcript of a Parchment Roll containing an Account of John Bradley, Reeve of the Warden and Six Assistants of the Town of Louth and Free School of King Edward the Sixth in Louth, for One whole Year, ending at the Feast of Saint Michael the Archangel, Twelfth Elizabeth.

A Book of Minutes of the Proceedings of the said Warden and Six Assistants commencing 19th April 1592 and ending 21st April 1736.

A Book containing the Accounts of the Receipts and Expenditure of the Warden and Six Assistants, and Minutes of their Proceedings, the Accounts commencing with the Year 1725 and ending with the Year 1777, and the Minutes commencing with the Year 1769 and ending with the Year 1774.

A Book of Minutes of the Proceedings of the said Warden and Six Assistants, commencing 6th September 1774 and ending 19th December 1825.

A Book of Minutes of the Proceedings of the said Warden and Six Assistants, commencing 30th January 1826 and ending 23d December 1835.



## PART II.

## COMPRISING

Muniments of Title relating to the Estates comprised in Part I. of the said Schedule (A.) and in Parts II. and V. of the said Schedule (B.) respectively, retained in the Custody of the said Warden and Six Assistants, and to be produced by them to the Mayor, Aldermen, and Burgesses of the said Borough of Louth.

---

The original Charter granted by His Majesty King Edward the Sixth, dated the 21st Day of September in the Fifth Year of His Reign.

A Book containing King Edward's Rentals and Accounts from 1815 to 1835, both inclusive.

---

## PART III.

## COMPRISING

Muniments of Title relating to the Estates comprised in Part II. of the said Schedule (A.) and in the said Schedule (B.) respectively, now in the Custody of the Mayor, Aldermen, and Burgesses of the said Borough of Louth, and to be produced by them to the said Warden and Six Assistants.

---

The original Charter granted by Her Majesty Queen Elizabeth, dated the 29th Day of May in the Sixth Year of Her Reign.

The original Charter granted by His Majesty King James the First, dated the 13th Day of April in the Third Year of His Reign over England.

Seven separate Books, containing respectively Queen Elizabeth's Rentals for the Years 1728, 1729, 1735, 1738, 1759, 1760, and 1761 respectively.

A Book containing Queen Elizabeth's Rentals and Accounts from 1815 to 1825, both inclusive.

A Book containing Queen Elizabeth's Rentals and Accounts from 1825 to 1835, both inclusive.

---



## SCHEDULE (D.)

COMPRISING

LANDS sold by the MAYOR, ALDERMEN, and BURGESSES of the said BOROUGH of LOUTH in the Year 1838, with the NAMES of the PURCHASERS, and the Amounts of the respective PURCHASE MONIES.

Description of Property.	Extent.	Name of Purchaser.	Purchase Money.		
			£	s.	d.
Three Dales of Meadow in South Somercotes Ings.	A. R. P. 3 0 15	William Morton -	82	17	6
Two Dales of Meadow in do. - -	2 0 24	John Allenby -	56	0	0
Paddock near the Quarry, Louth -	0 2 11	Thomas Haywood and William Colam.	160	0	0
Part of Pingle and Garden with Stables at Monks Dyke Head, Louth.	- - -	Henry Chapman -	70	0	0
Remaining Part of ditto - -	1,088 Square Yards.	John Edwards -	46	0	0
Stable, Garden, and Pingle in Padehole, Louth.	0 2 29	Ditto - -	270	0	0
Garden at Hollowgate Head, Louth -	665 Square Yards.	John Sudbury -	72	0	0
Garden near the Engine House, Louth -	474 ditto.	John Atkin - -	47	8	0
Close of Meadow Land called First or North Haygarth Close, and Allotment adjoining, in Louth.	5 2 2	John Tatam Banks, Esq., M.D.	355	10	0
Close of Meadow Land called Far or Second Haygarth Close in Louth.	3 3 38	Ditto - -	225	0	0
Close of Pasture Land called Hungry Spot Allotment in Louth.	1 1 4	John Allenby - -	68	0	0
Close of Pasture Land called Hungry Spot Close in Louth, Ely's Representatives formerly Tenants.	3 0 34	William Espin -	220	0	0
Close of Pasture Land called Hungry Spot First East Close in Louth.	1 1 17	Joseph Wright -	200	0	0
Close of Meadow Land called Hungry Spot Far East Close in Louth.	2 0 37	Ditto - -			
Close of Pasture Land called Hungry Spot Close in Louth, West Mawer formerly Tenant.	4 1 2	West Mawer -	230	0	0
Close of Pasture Land called North Hungry Spot Close in Louth, West Mawer formerly Tenant.	4 1 38	Ditto - -	265	0	0

[Private.]

k k



Description of Property.	Extent.	Name of Purchaser.	Purchase Money.
Close of Pasture Land called Keal Shoulder of Mutton Close in Louth.	A. R. P. 1 0 16	William North -	£ s. d. 125 0 0
Chalk Pit and Lime Kilns in the Quarry, and Allotment in the Leas, in Louth.	0 1 2	Isaac Crow - -	95 0 0
Close of Meadow Land called Wood Close in Louth.	3 0 13	Samuel Samuel -	230 0 0
Close of Meadow Land called Wood Close Allotment in Louth.	1 2 8	Ditto - - - -	100 0 0
			<hr/> £ 2,917 15 6

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1849.