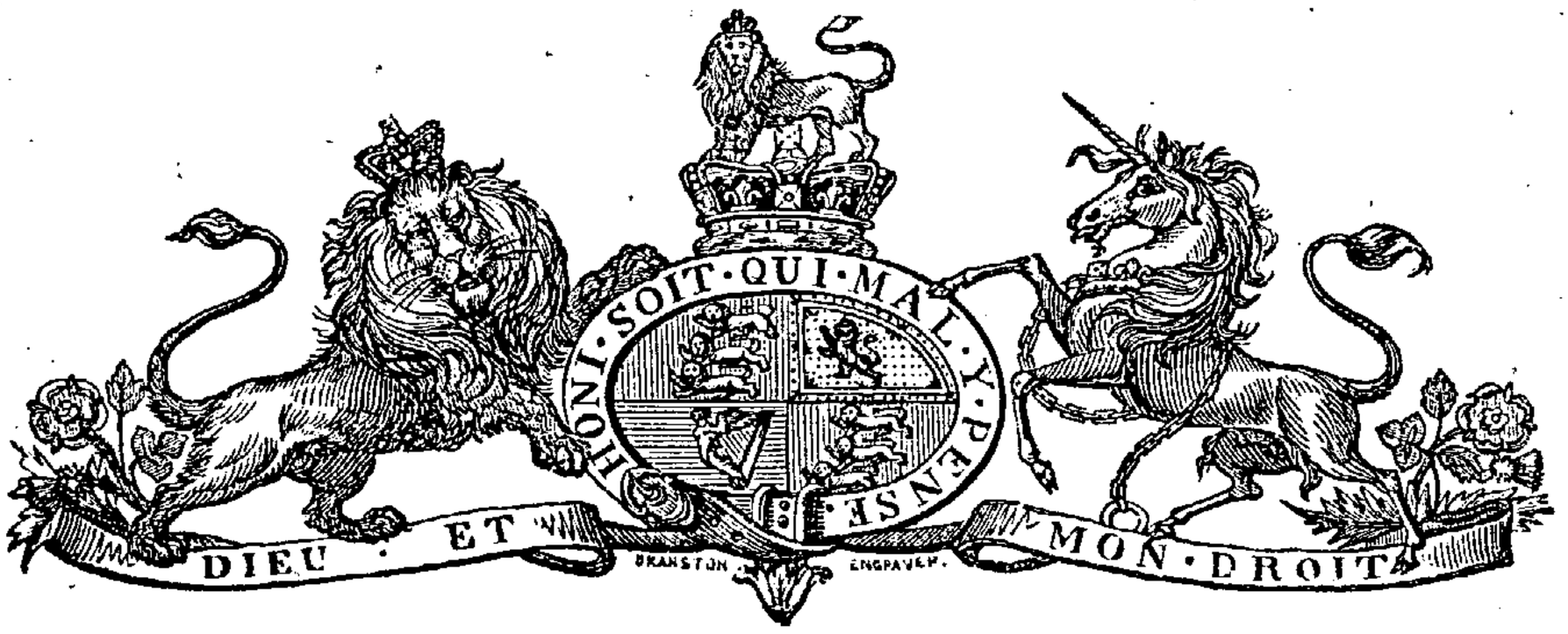


ANNO PRIMO

VICTORIÆ REGINÆ.

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(the Testator's) Manors or Lordships of *North Stoke* and *South Stoke* otherwise *Stoke Rochford* in the County of *Lincoln*; and also all and singular his Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in *Creeton*, *Colsterworth*, *Woolsthorpe*, and *Skillington* in the said County of *Lincoln*; and also all those his Messuages or Tenements, Lands and Hereditaments, situate and being in the Parish of *Coleby* in the said County of *Lincoln*; and all the Rest, Residue, and Remainder of his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate in the said County of *Lincoln*; and also all his Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in *Buckminster* and *Sewstern* and elsewhere in the County of *Leicester*; and also all his Manors, Messuages, Farms, Lands, Tithes, Hereditaments, and Real Estate situate, lying, and being or arising within the Counties of *Derby*, *Stafford*, and *Bedford*, and elsewhere in *Great Britain*; to hold the same, with their Appurtenances, (nevertheless, as to such of the said several Hereditaments as were comprised in the said Testator's Marriage Settlement, subject and without prejudice to the said Jointure Rent-charge of Six hundred Pounds thereby limited to his said Wife during her Life as aforesaid,) unto the said *Francis Whichcote* and *Charles Turnor*, and their Heirs, for ever, nevertheless to, for, and upon the Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, and Declarations therein-after limited, expressed, and declared of and concerning the same, and herein-after recited; (that is to say,) as for and concerning the said Testator's said Manors or Lordships of *North Stoke* and *South Stoke* otherwise *Stoke Rochford*, and his said Hereditaments at *Creeton* and *Skillington*, to the Use and Intent that his Wife the said *Dorothea Turnor*, and her Assigns, might yearly during her Life, if she should so long continue his (the said Testator's) Widow, receive and take thereout the yearly Rent or annual Sum of Two thousand four hundred Pounds, free from Deductions, in addition to the said Jointure Rent-charge of Six hundred Pounds provided for her in and by the said Testator's Marriage Settlement, and to be paid to the said *Dorothea Turnor* or her Assigns on the Days and in manner therein mentioned, with Powers of Distress and Entry upon and Perception of the Rents and Profits of the said last-mentioned Manors and Hereditaments, for more effectually securing the Payment of the said Rent-charge of Two thousand four hundred Pounds, and the Arrears thereof; and as for and concerning the said Manors and other Hereditaments so charged with the Payment of the said yearly Rent-charge of Two thousand four hundred Pounds, subject and without Prejudice to the same yearly Rent, and to the Powers and Remedies therein-before provided for the Recovery thereof, to the Use of the said *Francis Whichcote* and *Charles Turnor*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Day of the said Testator's Decease, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, being Trusts for securing the due Payment of the said yearly Sum of Two thousand four hundred Pounds; and as for and concerning the said Testator's Messuages, Lands, Tenements, and Hereditaments in *Colsterworth* and *Woolsthorpe* in the said County of *Lincoln*, to the Use and Intent that the said Testator's Brother *John Turnor* of *Stoke Rochford* aforesaid, Esquire, *William Dickinson* of *King's Weston* in the County of *Somerset*, Esquire, *John Lavicount Anderdon* of *New Bank Buildings* in the City of *London*, Merchant, and *George Robert Smith* of

Mansion House Place in the same City, Esquire, (being the Trustees of the Settlement made on the Marriage of the said Testator's Daughter *Elizabeth Edmunda* with *Frederick Manning* Esquire,) and their Heirs, should, during the Life of the said Testator's said Daughter *Elizabeth Edmunda Manning*, yearly out of the same Hereditaments receive and take the annual Sum of One thousand Pounds, free from Deductions, the same to be paid by quarterly Payments on the Days therein mentioned, nevertheless in Trust from Time to Time to pay the said annual Sum of One thousand Pounds to such Person or Persons and for such Purposes only as the said *Elizabeth Edmunda Manning* by Writing under her Hand from Time to Time, notwithstanding Coverture, but without Anticipation, should appoint, and in default of such Appointment in Trust to pay the same annual Sum into the proper Hands of the said *Elizabeth Edmunda Manning* for her sole and separate Use, and her Receipts, or the Receipts of her Appointees, to be effectual Discharges for the said annual Sum; and the Payment of the same annual Sum is further secured by the Limitation to the said Trustees thereof of Powers of Distress and Entry upon and Perception of the Rents and Profits of the Hereditaments charged therewith; and as for and concerning the said Messuages, Lands, Tenements, and Hereditaments so charged with the Payment of the said yearly Rent or annual Sum of One thousand Pounds as aforesaid, subject and without Prejudice to the same yearly Rent, and to the Powers and Remedies therein-before provided for Recovery thereof, to the Use of Sir *William Foulis* of *Ingleby Manor* in the County of *York*, Baronet, and Sir *Thomas Whichcote* of *Aswarby* in the County of *Lincoln*, Baronet, their Executors, Administrators, and Assigns, during the Term of One hundred Years, to be computed from the Day of the said Testator's Decease, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, being Trusts for securing the due Payment of the said yearly Rent or annual Sum of One thousand Pounds; and as for and concerning all and singular his (the Testator's) Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever, from and after his Decease, (subject and without Prejudice, as to the Hereditaments respectively charged therewith, to the said several yearly Rents or annual Sums of Two thousand four hundred Pounds and One thousand Pounds therein-before respectively limited in Use to the said *Dorothea Turnor*, and to the said *John Turnor*, *William Dickinson*, *John Lavicount Anderdon*, and *George Robert Smith*, and their Heirs, in Trust as aforesaid, and to the Powers and Remedies therein-before provided for the Recovery of the same annual Sums respectively, and also subject and without Prejudice, as to the Hereditaments therein respectively comprised, to the several Terms of Ninety-nine Years and One hundred Years, and the Trusts thereof respectively,) to the Use of the said Testator's Brother *John Turnor*, *Samuel George Smith* of *Goldings* in the County of *Herts*, Esquire, the Reverend *Henry Foulis* Clerk, Vicar of *Wragby* in the County of *Lincoln*, and the said *Frederick Manning*, their Executors and Administrators, for the Term of Five hundred Years, to be computed from the said Testator's Decease, without Impeachment of Waste, but upon the Trusts therein-after declared concerning the same (and which Trusts having been performed or become unnecessary the same Term hath ceased by virtue of a Proviso for that Purpose to the said Term annexed by the Will of the said *Edmund Turnor*); and from and after the Expiration or sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof,

thereof, to the Use of *Christopher Turnor* (the Testator's then eldest Son), and his Assigns, during his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Whichcote* and *Charles Turnor*, and their Heirs, during the Life of the said *Christopher Turnor*, upon the usual Trusts for preserving the contingent Remainders therein-after limited, with Remainder to the Use of the First and other Sons of the said *Christopher Turnor*, severally and successively in Tail Male; with Remainder to the Use of the said Testator's then Second Son *Cecil Turnor*, and his Assigns, during his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Whichcote* and *Charles Turnor*, and their Heirs, during the Life of the said *Cecil Turnor*, in Trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *Cecil Turnor*, severally and successively in Tail Male; with Remainder to the Use of the said Testator's then Third Son *Algernon Turnor*, and his Assigns, during his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Whichcote* and *Charles Turnor*, and their Heirs, during the Life of the said *Algernon Turnor*, in Trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *Algernon Turner*, severally and successively in Tail Male; with Remainder to the Use of the said Testator's then Fourth Son *Henry Martin Turnor*, and his Assigns, during his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Whichcote* and *Charles Turnor*, and their Heirs, during the Life of the said *Henry Martin Turnor*, in Trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *Henry Martin Turnor*, severally and successively in Tail Male; with Remainder to the Use of the said Testator's then Fifth Son *Philip Broke Turnor*, and his Assigns, during his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Whichcote* and *Charles Turnor*, and their Heirs, during the Life of the said *Philip Broke Turnor*, in Trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *Philip Broke Turnor*, severally and successively in Tail Male; with Remainder to the Use of each of his the Testator's other Sons thereafter to be born, during the natural Life of each such Son, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of each such after-born Son of the said Testator, severally and successively in Tail Male; and from and immediately after the Determination of the Estate for Life of each of the said Testator's other Sons in the Lifetime of such Son, to the Use of the said *Francis Whichcote* and *Charles Turnor*, and their Heirs, during the Life of such Son, in Trust to preserve contingent Remainders; with Remainder to the Use of all and every or any One or more of the Daughters of the said *Christopher Turnor*, for such Estate or Estates, in such Shares or Proportions, and subject to such Powers, Provisions, and Limitations, for the Benefit of some One or more of such Daughters, and in such Manner and Form, as the said *Christopher Turnor*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, or by Will or Codicil, to be respectively executed and attested as therein mentioned, should direct or appoint, and in default of such Appointment, and subject thereto, to the Use of the Daughters of the said *Christopher Turnor*, as Tenants in Common in Tail, with Cross Remainders amongst them in Tail, and if there should be but

but One such Daughter, then to the Use of such only Daughter in Tail; with Remainder to the Use of all or any One or more of the Daughters of the said *Cecil Turnor*, for such Estate or Estates, in such Shares and Proportions, and under and subject to such Powers, Provisoes, and Limitations, for the Benefit of some One or more of such Daughters, and in such Manner and Form, as the said *Cecil Turnor*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, or by Will or Codicil, to be respectively executed and attested as therein mentioned, should direct or appoint, and in default of such Direction or Appointment, and subject thereto, to the Use of the Daughters of the said *Cecil Turnor*, as Tenants in Common in Tail, with Cross Remainders amongst them in Tail, and if there should be but One such Daughter, to the Use of such only Daughter in Tail; with Remainder to the Use of all or any One or more of the Daughters of the said *Algernon Turnor* lawfully to be begotten, for such Estate and Estates, in such Shares and Proportions, and under and subject to such Powers, Provisoes, and Limitations, for the Benefit of some One or more of such Daughters, and in such Manner and Form, as the said *Algernon Turnor*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, or by Will or Codicil, to be respectively executed and attested as therein mentioned, should direct or appoint, and in default of such Direction or Appointment, and subject thereto, to the Use of the Daughters of the said *Algernon Turnor*, as Tenants in Common in Tail, with Cross Remainders amongst them in Tail, and if there should be but One such Daughter, then to the Use of such only Daughter in Tail; with Remainder to the Use of all or any One or more of the Daughters of the said *Henry Martin Turnor*, for such Estate and Estates, in such Shares and Proportions, and under and subject to such Powers, Provisoes, and Limitations, for the Benefit, of some One or more of such Daughters, and in such Manner and Form, as the said *Henry Martin Turnor*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, or by Will or Codicil, to be respectively executed and attested as therein mentioned, should direct or appoint, and in default of such Direction or Appointment, and subject thereto, to the Use of the Daughters of the said *Henry Martin Turnor*, as Tenants in Common in Tail, with Cross Remainders amongst them in Tail, and if there should be but One such Daughter, to the Use of such only Daughter in Tail; with Remainder to the Use of all or any One or more of the Daughters of the said *Philip Broke Turnor*, for such Estate and Estates, in such Shares and Proportions, and under and subject to such Powers, Provisoes, and Limitations, for the Benefit for some One or more of such Daughters, and in such Manner and Form, as the said *Philip Broke Turnor*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, or by Will or Codicil, to be respectively executed and attested as therein mentioned, should direct or appoint, and in default of such Direction or Appointment, and subject thereto, to the Use of the Daughters of the said *Philip Broke Turnor*, as Tenants in Common in Tail, with Cross Remainders amongst them in Tail, and if there should be but One such Daughter, to the Use of such only Daughter in Tail; with Remainder to the Use of all and every or any One or more of the Daughters of each of the Sons of the said Testator thereafter lawfully to be begotten, for such Estate

or Estates, in such Shares or Proportions, and under and subject to such Powers, Provisoes, and Limitations, for the Benefit of some One or more of such Daughters, and in such Manner and Form, as each such Son should by Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, or by Will or Codicil, to be respectively executed and attested as therein mentioned, direct or appoint, and in default of such Direction or Appointment, and subject thereto, to the Use of all and every the Daughters of each such after-born Son, as Tenants in Common in Tail, with Cross Remainders amongst the Daughters of each Son in Tail, and if there should be but One Daughter of each or any of such after-born Sons of the said Testator, to the Use of such only Daughter in Tail, the Daughter or Daughters of the elder of the said Testator's after-born Sons taking by virtue of or under any such Appointment by such Sons as aforesaid, or, in default of such Appointment, being always preferred and to take before the Daughter and Daughters of the younger of such Sons, and the Heirs of the Body or respective Bodies of the same Daughter or Daughters; with Remainder to the Use of the said Testator's said Daughter *Elizabeth Edmunda Manning*, and of his Daughters *Charlotte Turnor* and *Henrietta Turnor*, and all and every other his Daughter and Daughters thereafter to be born, as Tenants in Common in Tail, with Cross Remainders amongst them in Tail; with Remainder to the Use of his (the said Testator's) own right Heirs for ever; and the said Testator, after reciting in his said Will that he was Tenant for Life of divers Messuages, Lands, Tenements, and Hereditaments situate in the Counties of *Lincoln*, *Leicester*, and *Derby*, and elsewhere, with Remainder immediately expectant upon his Decease to his eldest Son the said *Christopher Turnor* in Tail or Tail Male, with Remainders over to the said Testator's other Sons in Tail in Succession, and that it was his (the said Testator's) Wish and Desire that the same Hereditaments of which he was then only Tenant for Life should after his Decease be conveyed, settled, and assured to, for, and upon the Uses, Trusts, Intents, and Purposes therein-before by him limited, expressed, and declared concerning his said Manors, Hereditaments, and Estates thereby devised to Uses in strict Settlement, the said Testator thereby willed and directed that his said Son *Christopher* should, within Six Calendar Months next after his (the said Testator's) Decease, if then of full Age, but if not, then within Six Calendar Months next after he should attain the Age of Twenty-one Years, or in case of the Death of his said Son *Christopher* previously thereto, then such one of his (the Testator's) Sons who, being by virtue of his said recited Will Tenant for Life in Possession of his said Manors, Hereditaments, and Estates therein-before devised to Uses in strict Settlement as aforesaid, should also be Tenant in Tail in Possession of the same Estates of which he (the Testator) was then Tenant for Life, should, within Six Calendar Months after such Son should be so in Possession, if he should be of full Age, but if not within Six Calendar Months next after he should attain the Age of Twenty-one Years, at his own Expence, by Fines, Common Recoveries, and other good and effectual Conveyances and Assurances in the Law, acquire the Inheritance in Fee Simple of the said Estates of which he (the said Testator) was then Tenant for Life as aforesaid, and convey and assure the same Estates, and the Inheritance thereof in Fee Simple, free from all Entails and Reversions and Remainders thereupon expectant and depending; and discharged of all Incumbrances made or executed

executed by his said Son *Christopher* or such other Son as aforesaid, to, for, and upon the several Uses, Trusts, Intents, and Purposes, and under and subject to the several Powers, Provisoes, and Declarations, therein-before by him limited, expressed, and declared of and concerning his said Manors, Hereditaments, and Estates therein-before devised to Uses in strict Settlement, except the said yearly Rents-charge of Two thousand four hundred Pounds and One thousand Pounds therein-before limited to his said Wife and to his said Daughter *Elizabeth Edmunda Manning*, and the said Powers and Terms of Years limited and created for securing the Payment thereof respectively; and the said Testator willed and directed, that in case his said Son *Christopher*, or such other Son as aforesaid, should within the Times aforesaid neglect to acquire the Inheritance in Fee Simple of the said Estates in the several Counties of *Lincoln*, *Leicester*, and *Derby*, and elsewhere, and to convey and assure the same to the Uses and in manner aforesaid, then he the said Testator expressly directed, willed, and declared that the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should, in addition to the Trusts therein-before expressed and declared concerning the said Term of Five hundred Years by him (the said Testator) limited and created as aforesaid, stand possessed of and interested in his said Manors, Hereditaments, and Estates comprised in the same Term, upon Trust that the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, and the Survivor of them, should, from the Time of such Neglect or Refusal, and thenceforth until his said Son *Christopher*, or such other Son so neglecting as aforesaid, should acquire the Inheritance in Fee Simple of the same Estates as aforesaid of which he was then Tenant for Life, and make such Conveyance and Assurance thereof as therein-before was directed, or until such Son should previously die without having acquired the Fee Simple, and made such Conveyances and Assurances as aforesaid, receive and take the annual Rents, Issues, and Profits of his said Manors, Hereditaments, and Estates devised to Uses in strict Settlement, and lay out and invest the same in their or his Names or Name in the Purchase of a competent Share or competent Shares of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Real Security, in *England* or *Wales*, to be from Time to Time altered, varied, and transposed as Occasion should require, and receive the Interest, Dividends, and annual Produce of the same, and lay out and invest the same upon Stocks, Funds, and Securities of a like Nature, so that the same might be accumulated by way of compound Interest; and the said Testator declared that the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, and the Survivor of them, his Executors and Administrators, should, as soon as his said Son *Christopher*, or such other Son as aforesaid, should acquire the Fee Simple, and make such Conveyances and Assurances as aforesaid, transfer, assign, and make over unto his said Son *Christopher* or such other Son all the said Stocks, Funds, Securities, and Accumulations, to the Intent that the same might be his absolute Property, and be for his absolute Use and Benefit; but if the said Fee Simple of the said Estates of which the said Testator was Tenant for Life as aforesaid should not be acquired, nor such Conveyances and Assurances thereof made and executed, then he directed that the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, or the Survivor of them, his Executors or Administrators, should call in the said Securities,

and

and make sale of and convert into Money the said Funds, Stocks, and Accumulations, and lay out and invest the Money in the Purchase of Freehold Lands or Hereditaments of Inheritance, to be situate in *England* or *Wales*, or of Copyhold Lands and Hereditaments convenient to be held therewith or with his Manors, Hereditaments, and Estates therein-before devised to Uses in strict Settlement, or some of them, and should settle and assure the Lands and Hereditaments so to be purchased to, for, and upon the same Uses, Trusts, Intents, and Purposes, and under and subject to the same Powers, Provisions, and Declarations, as were therein-before limited, expressed, and declared of and concerning the Hereditaments from which such Accumulations should have proceeded, or as near thereto as Circumstances would then permit, but so nevertheless that no annual or gross Sum of Money thereby limited, or which by the Exercise of any of the Powers aforesaid should be limited, was in any way augmented or increased; and the said Testator declared that the Rents and Profits of the Lands and Hereditaments so to be purchased as aforesaid, with the Accumulations aforesaid, should during the Period therein-before mentioned be accumulated in like Manner, and be applied upon and for such Trusts, Intents, and Purposes as were therein-before mentioned with respect to the Fund first therein-before directed to be accumulated; and the said Testator, after bequeathing all his Household Goods and Furniture which should be in his Houses at *Panton* and *Stoke Rochford* unto the said *Francis Whichcote* and *Charles Turnor*, their Executors and Administrators, in Trust to go as Heirlooms with the said Mansion Houses respectively, gave and bequeathed all the Residue of his Personal Estate, after Payment of his Debts, and Funeral and Testamentary Expences, and the Legacies bequeathed by his (the said Testator's) Will, or which should or might be bequeathed by any Codicil or Codicils thereto, unto the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, their Executors and Administrators, upon Trust to invest the same in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, and thereafter forthwith to convey, settle, and assure the Hereditaments so to be purchased to, for, and upon such Uses, Trusts, Intents, and Purposes, and under and subject to such Powers, Provisions, and Declarations, as were therein-before limited, expressed, and declared of and concerning the said Testator's said Manors, Lands, and Hereditaments therein-before by him devised and limited to Uses in strict Settlement as aforesaid, except the said yearly Rents-charge of Two thousand four hundred Pounds and One thousand Pounds therein-before by him limited to his said Wife *Dorothea Turnor* and his said Daughter *Elizabeth Edmunda Manning*, and the Powers, Remedies, and Means therein-before limited and reserved for enforcing the Payment thereof, and the said Terms of Ninety-nine Years and One hundred Years therein-before limited or created as aforesaid, or as near thereto as Circumstances would permit; and the said Testator appointed the said *John Turnor*, *Christopher Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning* Executors of his said Will, and he appointed his said Wife *Dorothea Turnor*, and the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, and the Survivors and Survivor of them, Guardians of all his Children during their Minority; And whereas the said Testator died on or about the Nineteenth Day of *March* in the said Year One thousand eight hundred and twenty-nine, without having altered or revoked his said recited Will, otherwise than by the Execution of Two Codicils thereto,

which Codicils respectively only affected his Personal Estate; and on or about the Twenty-sixth Day of *September* in the same Year One thousand eight hundred and twenty-nine the said Will and Codicils were proved by the said *John Turnor*, *Samuel George Smith*, and *Frederick Manning* in the Prerogative Court of *Canterbury*; and the said Testator left the said *Christopher Turnor*, his eldest Son, his Heir at Law, him surviving, and the said *Christopher Turnor* was at the Time of the Death of his said Father an Infant of the Age of Twenty Years or thereabouts: And whereas the said *Christopher Turnor* attained his Age of Twenty-one Years on or about the Fourth Day of *April* One thousand eight hundred and thirty: And whereas, by Indentures of Lease and Release, bearing Date on or about the Eighteenth or Nineteenth Days of *June* in the said Year One thousand eight hundred and thirty, the Release expressed to be made between the said *Christopher Turnor* of the First Part, *Henry Young* Gentleman of the Second Part, and the said *Francis Whichcote* and the said *Charles Turnor* of the Third Part, after certain Recitals showing that under and by virtue of the Will of *Edmund Turnor* Esquire, deceased, (paternal Grandfather of the said *Christopher Turnor*,) and by reason of the Death of the said *Edmund Turnor* (Father of the said *Christopher Turnor*), he the said *Christopher Turnor* was then Tenant in Tail Male in Possession of certain Manors, Messuages, Farms, Lands, Tithes, and Hereditaments thereafter mentioned, and that the said *Christopher Turnor*, being under the Age of Twenty-one Years at the Decease of the said *Edmund Turnor* his Father, attained his Age of Twenty-one Years on the said Fourth Day of *April* One thousand eight hundred and thirty, and that the said *Christopher Turnor* was desirous of suffering Common Recoveries of the several Manors and other Estates of which he was Tenant in Tail, and in pursuance of the Will of the said *Edmund Turnor* (his Father) had determined to settle and assure the same Manors and Hereditaments, and the Inheritance thereof in Fee Simple, to, for, and upon the Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, and Declarations thereafter limited, declared, or referred to concerning the same, it was witnessed, that for effecting the Objects and Purposes aforesaid, and for the nominal Considerations therein expressed, the said *Christopher Turnor* did grant, bargain, sell, and release unto the said *Henry Young* and his Heirs all and singular the Manors, Messuages, Advowsons, Rectories, Rights of Presentation, Farms, Lands, Tenements, Tithes, Tolls, Rents, Hereditaments, and Real Estate of and in *Colsworth* otherwise *Colsterworth*, *Poolham*, *Highrigs*, *Edlington*, *Wood-hill*, *Thimbleby*, *Paunton* otherwise *Panton* or otherwise *Ponton*, *Wragby* otherwise *Tresbut*, *Sandon*, *Rand-cum-Fulnetby*, *Langton*, *Holton-cum-Beckering*, *Horsington*, *Hatton*, *East Barkwith*, *West Barkwith*, *Kingthorpe*, *Apley*, *Harwiche*, *Turrington* otherwise *Terrington* otherwise *East Terrington* otherwise *West Terrington*, *Southrow*, *Binbrooke*, *Stainton* otherwise *Stainton in the Hole*, *Lissington*, *Stixwould*, *Blankney*, *Metheringham*, *Conings by*, *Mayring* otherwise *Mayring on the Hill* otherwise *Mareham on the Hill*, *Frieston*, *Doddington*, *Aswick*, *Greatford*, and *Coleby*, and elsewhere in the County of *Lincoln*, which in and by the said Will of the said *Edmund Turnor* the Grandfather were devised to Sir *Bellingham Graham* Baronet, and his Heirs, to Uses in strict Settlement, and also all and singular the Lands and other Hereditaments which since the Date and Execution of the same Will had been allotted and awarded or given in Exchange to the said *Edmund Turnor* (the Grandfather) and *Edmund Turnor* (the Father), or either of them, by virtue of or under any Act or Acts of Inclosure,

Conveyance for the Purpose of suffering a Recovery, 18th and 19th June 1830.

in lieu or in respect of or in exchange for any of the Manors, Hereditaments, and Premises aforesaid in the County of *Lincoln*, and also all and singular other the Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate, if any, in the Counties of *Lincoln*, *Leicester*, and *Derby*, and elsewhere, of or to which the said *Christopher Turnor* was seised or entitled at Law or in Equity for an Estate in Possession in Tail or in Tail Male, save and except all such Lands and Hereditaments in the said Counties of *Lincoln*, *Leicester*, and *Derby*, or any of them, as since the Date and Execution of the said Will of the said *Edmund Turnor* (the Grandfather) had been conveyed in exchange for or in lieu of other Hereditaments by the same Will devised, and save and except such of the Lands and other Hereditaments of or belonging to the said *Edmund Turnor* (the Grandfather) and *Edmund Turnor* (the Father), or either of them, as by virtue of or under any Act or Acts of Inclosure had been allotted and awarded to any other Person or Persons, or given in lieu of other Hereditaments, to hold the same, with the Appurtenances, unto and to the Use of the said *Henry Young*, his Heirs and Assigns, to the Intent that he might become a perfect Tenant of the immediate Freehold of the same Manors, Hereditaments, and Premises, to the end that One or more Common Recovery or Recoveries, One for the said County of *Lincoln*, and One for each of the said Counties of *Leicester* and *Derby*, (if necessary,) might be thereof had and suffered, wherein the said *Francis Whichcote* and *Charles Turnor* should be Demandants, the said *Henry Young* Tenant, and the said *Christopher Turnor* Vouchee, who should vouch to Warranty the Common Vouchee; and by the Indenture of Release now in recital it is declared, the same Recovery and Recoveries should enure, as to the said Manors and Hereditaments thereby released, to, for, and upon the several Uses, Trusts, Intents, and Purposes, and under and subject to the several Powers, Provisoes, and Declarations, which in and by the Will of the said *Edmund Turnor* deceased (the Father of the said *Christopher Turnor*) were limited, expressed, and declared or contained of and concerning the said Manors, Hereditaments, and Estates thereby by him devised to Uses in strict Settlement, except the said yearly Rents-charge of Two thousand four hundred Pounds and One thousand Pounds by the same Will limited to the said Testator's Wife *Dorothea Turnor* and to his said Daughter *Elizabeth Edmunda Manning*, and the Powers and Terms of Years thereby limited and created for securing the Payment thereof respectively: And whereas, in or as of Trinity Term in the Eleventh Year of the Reign of His late Majesty King *George* the Fourth, a Common Recovery, with Double Voucher, was (pursuant to the hereinbefore recited Indenture of Release) suffered in the Court of Common Pleas at *Westminster* of the several Manors, Messuages, Farms, Lands, Rectories, Tithes, and Hereditaments situate in the said County of *Lincoln*, comprised in the same Indenture of Release, in which Recovery the said *Francis Whichcote* and *Charles Turnor* were Demandants, the said *Henry Young* Tenant, and the said *Christopher Turnor* Vouchee: And whereas no Common Recovery or Recoveries was or were suffered by the said *Christopher Turnor* of any Hereditaments situate in the Counties of *Leicester* and *Derby*, or either of them, or of the Hereditaments situate in any other County, save the said County of *Lincoln*, inasmuch as it was discovered after the Death of the said *Edmund Turnor* (the Father) that the Hereditaments of which (as mentioned in his said recited Will) he was Tenant for Life, with Remainder immediately expectant on his Decease

to the said *Christopher Turnor* in Tail or Tail Male, with Remainders over, as in the same Will mentioned, consisted solely of Hereditaments situate exclusively in the said County of *Lincoln*, and not in any other County: And whereas by Indentures of Lease and Release, dated respectively on or about the Tenth and Eleventh Days of *October* One thousand eight hundred and thirty-one, the Release made between *William Thimbleby* and *Mary Ann* his Wife of the First Part, *George Nelson* and *James Sers* of the Second Part, the said *Christopher Turnor* of the Third Part, *Sarah Celton* of the Fourth Part, the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning* of the Fifth Part, and *Charles Pearson* of the Sixth Part, reciting, among other things, the Will of the said *Edmund Turnor* (the Father) deceased, it is witnessed, that, in consideration of the Sum of Forty-six thousand Pounds (being Part of the residuary Personal Estate of the said *Edmund Turnor* the Father, deceased) paid by the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, to the Parties and in manner therein mentioned, (among other Hereditaments,) all that the Perpetual Advowson and Right of Patronage and Presentation of and to the Vicarage or Parish Church of *East Kirkby* in the County of *Lincoln* (being Part of the Hereditaments described and comprised in the Schedule to this Act annexed) were conveyed and assured unto and to the Use of the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, their Heirs and Assigns for ever, upon Trust that they, or the Survivors or Survivor of them, his Heirs or Assigns, should and did then forthwith, at the Expence of the Trust Estate of the said *Edmund Turnor* (the Father) deceased, convey, settle, and assure the same Hereditaments and Premises, with the Appurtenances, unto the said *Charles Pearson* and his Heirs, to, for, and upon such Uses, Trusts, Intents, and Purposes, and under and subject to such Powers, Provisoes, and Declarations, as were in and by the said recited Will of the said *Edmund Turnor* (the Father) deceased limited, expressed, and declared of and concerning the Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates by him devised and limited to Uses in strict Settlement as aforesaid, (except the said yearly Rents-charge of Two thousand four hundred Pounds and One thousand Pounds therein by him limited to his said Wife *Dorothea Turnor* and his said Daughter *Elizabeth Edmunda Manning*, and the Powers, Remedies, and Means in the same Will limited and reserved for enforcing the Payment thereof, and the said Terms of Ninety-nine Years and One hundred Years therein limited or created,) or as near thereto as Circumstances would permit: And whereas by Indentures of Lease and Release, dated respectively on or about the Twelfth and Thirteenth Days of *October* One thousand eight hundred and thirty-one, respectively endorsed on the last herein-before recited or mentioned Indenture of Release, and respectively made between the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, of the one Part, and the said *Charles Pearson* of the other Part, the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning* conveyed and assured unto the said *Charles Pearson* and his Heirs the Hereditaments comprised in the herein-before recited Indentures of Lease and Release of the Tenth and Eleventh Days of *October* One thousand eight hundred and thirty-one, to hold the same, with the Appurtenances, unto the said *Charles Pearson*, his Heirs and Assigns, nevertheless to, for, and upon such Uses, Trusts, Intents, and Purposes, and under and subject to such Powers, Provisoes, and Declarations, as were in and by the said recited Will of the said *Edmund*

Conveyance to Trustees of the Advowson of East Kirkby. 10th and 11th Oct. 1831.

Conveyance of the last-mentioned Advowson to a Trustee upon the Trusts of Mr. Turnor's Will. 12th and 13th Oct. 1831.

Edmund Turnor (the Father) deceased limited, expressed, and declared of and concerning his Manors, Messuages, Lands, Tenements, Hereditaments, and Estates by him devised and limited to Uses in strict Settlement as aforesaid, except the said yearly Rents-charge of Two thousand four hundred Pounds and One thousand Pounds by him limited to his said Wife *Dorothea Turnor* and his said Daughter *Elizabeth Edmunda Manning*, and the Powers, Remedies, and Means in and by the same Will limited and reserved for enforcing the Payment thereof, and the said Terms of Ninety-nine Years and One hundred Years in and by the same Will limited or created: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Seventeenth and Eighteenth Days of *September* One thousand-eight hundred and thirty-three, the Release made between *Thomas Littlewood* and *Josiah Allsop*, therein described, of the First Part, *William Dunn* of the Second Part, the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning* of the Third Part, and the said *Charles Pearson* of the Fourth Part, after reciting (amongst other things) the said recited Will of the said *Edmund Turnor* the Father, it was witnessed, that in consideration of the Sum of Seven hundred and fifty Pounds to the said *Thomas Littlewood* and *Josiah Allsop* paid by the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, and which said Sum of Seven hundred and fifty Pounds was mentioned to be Part of the residuary Personal Estate of the said *Edmund Turnor* the Father, deceased, and for the nominal Consideration therein expressed, the said *Thomas Littlewood* and *Josiah Allsop* did release and confirm, and the said *William Dunn* assigned, surrendered, and yielded up, unto the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, their Heirs and Assigns, all those Three several Closes, Pieces, or Parcels of Land, Meadow or Pasture Ground, situate, lying, and being in *Wensley* in the County of *Derby*, or within the Liberties, Precincts, or Territories thereof, theretofore Part of a certain Piece of Land in *Wensley* aforesaid called the *Little Pasture*, and commonly called, known, distinguished, or described by the several Names of the *Horse Pasture*, containing Eight Acres Three Roods and Thirty-five Perches, or thereabouts, more or less, which said Closes, Pieces, or Parcels of Land were mentioned to have been then formerly in the Tenure or Occupation of *George Taylor*, and afterwards of *Benjamin Stone*, and to be then in the Tenure or Occupation of *Ellen Stone*, her Under-tenants or Assigns, and all that one undivided Moiety or equal Half Part of and in all that Close, Piece, or Parcel of Land situate, lying, and being in *Wensley* aforesaid, or within the Liberties thereof, commonly called or known by the Name of the *Little Pasture*, the whole of which said Close or Parcel of Land was mentioned to contain Seventeen Acres Two Roods and Twelve Perches, or thereabouts, more or less, and which said Close or Parcel of Land was mentioned to have been then formerly in the Occupation or Holding of *Benjamin Stone* and *Joseph Stone*, and to be then in the Occupation of the said *Ellen Stone*, her Under-tenants or Assigns, (and which said Closes or Parcels of Land, Moiety, and Hereditaments are Part of the Hereditaments comprised in the Schedule to this Act annexed;) to hold the same, with the Appurtenances, unto and to the Use of the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, their Heirs and Assigns for ever, nevertheless upon Trust that they the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, or the Survivors or Survivor of them, or the Heirs or Assigns of

Conveyance to Trustees of certain Lands in the County of Derby. 17th and 18th Sept. 1833.

of such Survivor, should then forthwith convey, settle, and assure the said Hereditaments and Premises thereby released, or intended so to be, unto the said *Charles Pearson* and his Heirs, to, for, and upon such Uses, Trusts, Intents, and Purposes, and under and subject to such Powers, Provisoes, and Declarations, as were in and by the herein-before recited Will of the said *Edmund Turnor* the Father, deceased, limited, expressed, and declared of and concerning his said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates by him devised and limited to Uses in strict Settlement as herein-before mentioned or recited, (except the said yearly Rents-charge of Two thousand four hundred Pounds and One thousand Pounds therein by him limited to his said Wife *Dorothea Turnor* and his said Daughter *Elizabeth Edmunda Manning*, and the Powers, Remedies, and Means in the same Will limited and reserved for enforcing the Payment thereof, and the said Terms of Ninety-nine Years and One hundred Years therein limited or created,) or as near thereto as Circumstances would permit: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Nineteenth and Twentieth Days of *September* One thousand eight hundred and thirty-three, respectively endorsed on the lastly herein-before recited Indenture of Release, and respectively made between the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning* of the one Part, and the said *Charles Pearson* of the other Part, for the nominal Consideration therein expressed, the said *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning* conveyed and assured to the said *Charles Pearson* and his Heirs the several Pieces or Parcels of Land, Moiety, and other the Hereditaments described and comprised in the lastly herein-before recited Indentures of Lease and Release, to hold the same, with the Appurtenances, unto the said *Charles Pearson* and his Heirs, to, for, and upon such Uses, Trusts, Intents, and Purposes, and under and subject to such Powers, Provisions, and Declarations, as were in and by the herein-before recited Will of the said *Edmund Turnor* (the Father) limited, expressed, and declared of and concerning his Manors, Messuages, Lands, Tenements, Hereditaments, and Estates by him devised and limited to Uses in strict Settlement, except the said yearly Rent-charges of Two thousand four hundred Pounds and One thousand Pounds by him limited to his said Wife *Dorothea Turnor* and his said Daughter *Elizabeth Edmunda Manning*, and the Powers, Remedies, and Means in the same Will limited and reserved for enforcing the Payment thereof, and the said Terms of Ninety-nine Years and One hundred Years in the same Will limited or created: And whereas the said *Christopher Turnor* has not any Issue: And whereas the said *Cecil Turnor*, *Algernon Turnor*, *Henry Martin Turnor*, and *Philip Broke Turnor* are all Bachelors, and they have severally attained the Age of Twenty-one Years: And whereas the said *Charlotte Turnor* and *Henrietta Turnor* are both single and unmarried, and the said *Charlotte Turnor* hath attained her Age of Twenty-one Years, but the said *Henrietta Turnor* is an Infant of the Age of Twenty Years or thereabouts: And whereas the said *Edmund Turnor* the Father never had either a Son or a Daughter born subsequently to the Date and Execution of his Will herein-before recited: And whereas some or Parts of the Estates and Hereditaments devised by the said recited Will of the said *Edmund Turnor* the Father, deceased, and some or Parts of the Estates and Hereditaments comprised in the herein-before recited Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *June* One thousand eight hundred and thirty, and

Conveyance of the last-mentioned Premises to a Trustee, to the Uses of Mr. Turnor's Will, 19th and 20th Sept. 1833.

the said recited Recovery, and the Advowson, Manor, Lands, and Hereditaments comprised in the herein-before recited Indentures of the Tenth and Eleventh Days of *October* One thousand eight hundred and thirty-one, and the Seventeenth and Eighteenth Days of *September* One thousand eight hundred and thirty-three, and which are severally mentioned and set forth in the Schedule to this Act, lie detached from the Mansion Houses at *Panton* and *Stoke Rochford*, both in the said County of *Lincoln*, and from the Bulk of the Real Estates devised by the Will of the said *Edmund Turnor* (the Father) to Uses in strict Settlement as aforesaid, and it would be advantageous to the said *Christopher Turnor*, and to the several Persons entitled in Remainder to the same Mansion Houses and Estates, that such detached Estates, Parts, Advowson, Manor, and Hereditaments should be sold, and the Proceeds of such Sales be invested in the Purchase of other Estates and Hereditaments in the County of *Lincoln* more convenient to be held with the said Mansion Houses at *Panton* and *Stoke Rochford* aforesaid, or one of them, and with the Bulk of the said settled Estates: And whereas no Part of the Estates and Hereditaments comprised in the Schedule to this Act are subject to the said yearly Rents-charge of Two thousand four hundred Pounds and One thousand Pounds by the herein-before recited Will of the said *Edmund Turnor* limited to his said Wife *Dorothea Turnor* and Daughter *Elizabeth Edmunda Manning*, or to the Terms of Years by the said Will created for securing Payment of the same yearly Rents-charge respectively: And whereas the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Christopher Turnor*, the said *Cecil Turnor*, the said *Algernon Turnor*, the said *Henry Martin Turnor*, the said *Philip Broke Turnor*, the said *Frederick Manning* and *Elizabeth Edmunda* his Wife, the said *Charlotte Turnor*, and the said *Dorothea Turnor*, *John Turnor*, *Samuel George Smith*, *Henry Foulis*, and *Frederick Manning*, as Guardians of and for and on behalf of the said *Henrietta Turnor*, an Infant, 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 all and singular the several Manors, Messuages, or Tenements, Farms, Lands, and Hereditaments, Advowsons, Rights of Presentation, Common Rights, and Parts or Shares of Manors, Messuages, or Tenements, Farms, Lands, Hereditaments, Advowsons, and Rights of Presentation, mentioned, specified, or described in the Schedule to this Act annexed, with all and every the Appurtenances to the same Hereditaments and Premises respectively belonging or therewith used or enjoyed, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the said Manors, Messuages, Farms, Lands, Advowsons, Rights of Presentation, and Hereditaments, shall, from and immediately after the passing of this Act, be vested in and the same respectively are hereby absolutely vested in the Right Honourable *George James Finch Hatton* commonly called Viscount *Maidstone*, and *Glynne Earle Welby* of *Denton* in the County of *Lincoln*, Esquire, their Heirs and Assigns for ever, to the Use of them the said *George James Finch Hatton* Viscount *Maidstone* and *Glynne Earle Welby*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Gifts, Devises, Bequests, Uses, Estates, Limitations, Restrictions, Trusts, Entails, Remainders, Reversions, Charges, Jointures, Annuities,

The Manor and Hereditaments specified in the Schedule vested in Trustees, upon Trust to sell.

Annuities, Powers, Provisions, and Declarations whatsoever in and by the herein-before in part recited Will of the said *Edmund Turnor* the Father, deceased, and the said recited Indentures of the Eighteenth and Nineteenth Days of *June* One thousand eight hundred and thirty, the Tenth and Eleventh and Twelfth and Thirteenth Days of *October* One thousand eight hundred and thirty-one, and the Seventeenth and Eighteenth and the Nineteenth and Twentieth Days of *September* One thousand eight hundred and thirty-three, each and every or any of them, limited, expressed, declared, and contained or referred to concerning the same Messuages, Farms, Lands, Hereditaments, Advowsons, Rights of Presentation, Parts, Shares, and Hereditaments respectively, or any of them, or any Part or Parts thereof, but nevertheless upon the Trusts and for the Intents and Purposes herein-after expressed and declared concerning the same; (that is to say,) upon Trust that they the said *George James Finch Hatton* Viscount *Maidstone* and *Glynne Earle Welby*, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, do and shall, as soon as conveniently may be after the passing of this Act, or at any Time or Times thereafter, with the Consent in Writing of the said *Christopher Turnor* during his Life, and after his Decease with the Consent in Writing of the Person or Persons who under or by virtue or means of the Limitations contained in the said Will of the said *Edmund Turnor* the Father, deceased, and in the said Indentures of the Nineteenth Day of *June* One thousand eight hundred and thirty, the Thirteenth Day of *October* One thousand eight hundred and thirty-one, and the Twentieth Day of *September* One thousand eight hundred and thirty-three, or some or one or any of them, would if this present Act had not been passed have for the Time being been beneficially entitled to the Possession or to the Receipt of the Rents and Profits of and in the Hereditaments hereby vested and settled as aforesaid, if such Person or Persons shall be of full Age, but if under Age, then with the Consent in Writing of his, her, or their Guardian or Guardians for the Time being, during his, her or their Minority or respective Minorities, make sale and dispose of the said Manors, Messuages, Farms, Lands, Advowsons, Rights of Presentation, and Hereditaments, either at one Time or several Times, and either in one Lot or several Lots, and either by public Auction or private Contract, or partly in each Mode, to any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof respectively, and for the best Price or Prices that can or may, in the Opinion of the said *George James Finch Hatton* Viscount *Maidstone* and *Glynne Earle Welby*, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, be reasonably obtained for the same respectively, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as to Title or Evidence of Title, as they or he shall think fit, with full Power, Liberty, and Authority to buy in the said Manors, Messuages, Farms, Lands, Advowsons, Rights of Presentation, Parts, Shares, and Hereditaments, or any of them, or any Part or Parts thereof, which may be put up or offered for Sale at any Auction, and to resell the same at any future Auction, or by private Contract, without being answerable for any Loss which may happen by such Resale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon Payment into the Bank of *England* in manner herein-after directed of the Purchase Monies for which the same Hereditaments or any of them shall be sold, upon Trust that the said *George James Finch Hatton* Viscount *Maidstone* and *Glynne Earle Welby*, and

and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, do and shall convey and assure the said Hereditaments which shall be so sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, according to the Nature of the same Hereditaments respectively, or to such Uses and upon such Trusts, and for such Intents and Purposes, and in such Manner, as such Purchaser or Purchasers shall direct or require, absolutely freed, exonerated, and discharged as herein-before is mentioned.

Monies arising from Sales to be paid into the Court of Chancery.

II. And be it further enacted, That all and every the Sums and Sum of Money which shall arise from any Sale or Sales to be made under the Authority of this Act of the Manors, Messuages, Farms, Lands, Advowsons, Rights of Presentation, Parts, Shares, and Hereditaments comprised in the Schedule to this Act, shall be paid by the Person or Persons to whom such Sale or respective Sales shall be made into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account "*Ex parte* the Purchasers of the settled Estates of *Christopher Turnor* Esquire," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Surplus of such Monies, after Payment of Expences, to be laid out, under the Direction of the Court, in the Purchase of other Estates.

III. And be it further enacted, That all Monies which shall have been so paid into the Bank as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Direction herein-after contained, shall, upon Petition to be presented to the said Court in a summary Way by the said *Christopher Turnor* during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Manors, Messuages, Farms, Lands, Advowsons, and Hereditaments to be purchased with such Monies by virtue of this Act, if the same were purchased and settled as herein-after is mentioned, in case such Person or Person shall be then of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, in case such Person or Persons shall be under that Age, be laid out or invested, by or under the Direction of the said Court, in pursuance of an Order to be made on such Petition, in the Purchase of Freehold or Copyhold or Customary Manors, Messuages, Farms, Lands, Tithes, Advowsons, or other Hereditaments in Possession, to be situate in *England*, so that such Copyhold or Customary Hereditaments do not exceed together One Sixth Part in Value of the Freehold Estate to be so purchased, and be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances, except Chief and Quit Rents and Services, and Leases at improved Rents; and immediately after making such Purchase or Purchases the Hereditaments which shall be so purchased shall be conveyed, settled, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as are in and by the herein-before recited Will of the said *Edmund Turnor* (the Father), deceased, limited, declared, and expressed of and concerning his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates by him thereby devised

or limited to Uses in strict Settlement as aforesaid, (except the said yearly Rent-charges of Two thousand four hundred Pounds and One thousand Pounds in his said Will by him limited to the said *Dorothea Turnor* and *Elizabeth Edmunda Manning* respectively, and the Powers, Remedies, and Means in and by the said Will limited and reserved for enforcing the Payment thereof, and except the said Terms of Ninety-nine Years and One hundred Years by the same Will limited or created,) or as near thereto as the Deaths of Parties and other intervening Circumstances will then admit of.

Until Purchases found the Monies to be invested in Navy, Victualling, or Exchequer Bills.

IV. And be it further enacted, That all Sums of Money which shall be so paid into the Bank of *England* in the Name of the said Accountant General to his Account there "*Ex parte* the Purchasers of the settled Estates of *Christopher Turnor* Esquire," as herein-before directed, or so much thereof as shall not be ordered by the said Court to be applied in Payment of Costs, Charges, and Expences, according to the Directions herein-after contained, shall, in the meantime and until the said Monies shall be invested in the Purchase of other Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Money so laid out in the Purchase of such Navy or Victualling or Exchequer Bills, and the Money to be received from the same as they shall respectively be paid off by Government, shall be laid out from Time to Time in the Purchase of other Navy or Victualling or Exchequer Bills; provided always, that it shall be lawful for the said Court to make such General or Special Order or Orders (if necessary), that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Case the Interest on the old Bills shall be laid out as herein-before directed with respect to the Interest of the Bills which may be paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or proper Purchases be found and approved as herein-before directed, and until the same shall, upon Petition to be preferred to the said Court in a summary Way by the said *Christopher Turnor* during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Possession or to the Receipt of the Rents and Profits of the Hereditaments so to be purchased as aforesaid, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, in case such Person or Persons shall be under that Age, be ordered to be sold by the said Accountant General, for the Purpose of making or completing such Purchase or Purchases of Hereditaments, in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person and Persons respectively as would have been entitled to receive the Rents and Profits of

of the Hereditaments directed to be purchased in case the same had been actually purchased, in pursuance of this Act, or to the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Certificate of the Accountant General of the Court of Chancery, and Receipt of Cashier of the Bank, to be a good Discharge to a Purchaser.

V. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of one of the Cashiers of the Bank of *England*, to be thereunto annexed, and therewith filed in the Registry Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser or Purchasers of his, her, or their Purchase Money or Monies, or of any Part or Parts thereof as aforesaid, or any Office Copy or Office Copies thereof, shall from Time to Time be and be deemed and taken to be a good and sufficient Discharge and good and sufficient Discharges to such Purchaser and Purchasers, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for so much or such Part or Parts of the Purchase Money or Monies for which such Certificate or Certificates and Receipt or Receipts respectively shall be so given as aforesaid; and after filing such Certificate or Certificates and Receipt or Receipts, such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Until Sales the Rent, to be received by the same Persons as would have been entitled in case this Act had not passed.

VI. And be it further enacted, That in the meantime and until such Sale or Sales shall be made of the Hereditaments by this Act authorized to be sold, the Rents and Profits of the same Hereditaments, or of so much and such Part and Parts thereof as shall for the Time being and from Time to Time remain unsold, shall be received and taken and enjoyed by such Person or Persons as would have been entitled to have had, received, and enjoyed the same in case this Act had not passed.

Court of Chancery empowered to make Orders for Taxation and Payment of Costs.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Order or Orders as the said Court shall think fit for taxing all the Costs, Charges, and Expences attending the preparing, soliciting, applying for, obtaining, and passing this Act, and preparatory thereto, and the Costs, Charges, and Expences attending the Sale or Sales to be made by virtue of this Act, and the Execution of the Powers and Authorities hereby given to the said Trustees or Trustee for the Time being acting in the Execution of this Act, and the Costs, Charges, and Expences of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs, Charges, and Expences of taking the said Monies out of the Bank, and investing the same in a new Purchase or new Purchases as aforesaid, and for Payment of all such Costs, Charges, and Expences out of the said Monies, and out of the Monies arising by the Sale of the said Navy, Victualling, and Exchequer Bills to be so purchased as aforesaid.

Power to appoint new Trustees.

VIII. Provided also, and be it further enacted, That if the Trustees hereby appointed, or to be appointed as herein-after mentioned, or either of them, or their or either of their Heirs or Assigns, shall die, or desire to relinquish or

shall

shall refuse or decline or be incapable to act in the Trusts, Powers, and Authorities hereby reposed in them and him respectively, or shall go out of *Great Britain*, before the same Trusts, Powers, and Authorities shall be fully and completely performed and executed, then and in every such Case it shall be lawful for the said Court of Chancery, on Motion or Petition in a summary Way by the said *Christopher Turnor* during his Life, and after his Decease by the Person or Persons who would for the Time being be beneficially entitled in Possession to the Rents and Profits of the Hereditaments to be purchased by virtue of this Act in case the same were purchased, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians or such Person or Persons, on his, her, or their Behalf, if such Person of Persons shall be under that Age, from Time to Time to nominate and appoint One or more Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain* as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid, all the said Trust Estates which shall then be vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain* as aforesaid, either solely, or jointly with the other Trustee or Trustees of the same Trust Estates respectively, shall thereupon with all convenient Speed be conveyed, settled, and assured in such Sort and Manner and so that the same Estates shall immediately thereupon be and become lawfully and effectually vested in the surviving, continuing, or other Trustee or Trustees of the same Trust Estates respectively and such newly appointed Trustees or Trustee, or in such new or other Trustee or Trustees only, as the Case may require, upon and for the same Trusts, Intents, and Purposes as are herein-before expressed, contained, and declared concerning the same Estates and Hereditaments respectively, or such and so many of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts and Powers hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Indemnity to Trustees.

IX. Provided always, and be it further enacted, That the Trustees hereby appointed, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively only for such Monies as he and they shall respectively actually receive by virtue of or under this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity; and any one or more of them shall not be answerable or accountable for the others or other of them, or any or either of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only for his own Acts, Receipts, Neglects, or Defaults respectively; and that any one or more of them shall not be answerable or accountable for any Banker, Broker, or other Person or Persons with whom or in whose Hands any Part of the said Trust Monies or Proceeds shall or may be deposited or lodged for safe Custody or otherwise in the Execution of the Powers or Trusts hereby created, and that he, they, or any of them shall not be answerable or accountable for any Insufficiency or Deficiency of

of or in any Security or Securities, Stocks, or Funds in or upon which the said Trust Monies or any Part thereof shall be placed out or invested by virtue of the Powers or in pursuance of the Trusts in this Act contained, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of the said Powers and Trusts, or in relation thereto, except the same shall happen by or through his or their own wilful Default respectively; and also that it shall be lawful for such Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Monies which shall come to his and their respective Hands by virtue of the Trusts and Powers herein-before contained, to retain and reimburse to and for himself and themselves respectively, and also to allow to his and their Co-trustee and Co-trustees, all Costs, Charges, Damages, and Expences which he, they, or any of them shall sustain or disburse in or about the Execution of the aforesaid Trusts and Powers, or in relation thereto.

General Saving.

X. Saving always to the Queen's most Excellent Majesty, and to Her Heirs and Successors, and to all and every other Persons or Person, Bodies Politic and Corporate, their, his, and her Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Christopher Turnor*, and his First and other Sons, and the Heirs Male of the Bodies and the Heirs of the Bodies of such Sons respectively; and except the said *Cecil Turnor*, and his First and other Sons, and the Heirs Male of the Bodies and the Heirs of the Bodies of such Sons respectively; and except the said *Algernon Turnor*, and his First and other Sons, and the Heirs Male of the Bodies and the Heirs of the Bodies of such Sons respectively; and except the said *Henry Martin Turnor*, and his First and other Sons, and the Heirs Male of the Bodies and the Heirs of the Bodies of such Sons respectively; and except the said *Philip Broke Turnor*, and his First and other Sons, and the Heirs Male of the Bodies and the Heirs of the Bodies of such Sons respectively; and except all and every the Daughters and Daughter of each of them the said *Christopher Turnor*, *Cecil Turnor*, *Algernon Turnor*, *Henry Martin Turnor*, and *Philip Broke Turnor* respectively, and the Heirs of the Body or respective Bodies of all and every such Daughter and Daughters; and except the said *Frederick Manning* and *Elizabeth Edmunda* his Wife, and the Heirs of her Body; and except the said *Charlotte Turnor* and *Henrietta Turnor* respectively, and the Heirs of their respective Bodies; and except the right Heirs of the said *Edmund Turnor* the Father, and the several Trustees named in or taking any Estate or Interest under the said Will of the said *Edmund Turnor* the Father, and their respective Heirs, Executors, and Administrators; and except also all and every other Persons and Person whomsoever having or lawfully or equitably claiming, or who shall or may hereafter have or lawfully or equitably claim, any Estate, Right, Title, Charge, Term, Trust, or Interest whatsoever of, in, to, out of, upon, or concerning the Manors, Messuages, Farms, Lands, Advowsons, Rights of Presentation, Parts, Shares, and Hereditaments hereby vested in the said *George James Finch Hatton* Viscount *Maidstone* and *Glynne Earle Welby*, and their Heirs, in Trust to be sold as aforesaid, or any of them, or any Parts thereof respectively, under or by virtue or means of the said Will of the said *Edmund Turnor* the Father, deceased, and the said Indentures of the Eighteenth and Nineteenth Days of *June* One thousand eight hundred and thirty, the Tenth and Eleventh and the Twelfth and Thirteenth Days of *October* One thousand eight

hundred

hundred and thirty-one, and the Seventeenth and Eighteenth and the Nineteenth and Twentieth Days of *September* One thousand eight hundred and thirty-three, or any of them, or any of the Powers of Appointment or other Powers in the said Will of the said *Edmund Turnor* the Father, deceased, contained,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the same Manors, Messuages, Farms, Lands, Advowsons, Rights of Presentation, Parts, Shares, and Hereditaments respectively, as they, every or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

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

XI. And be it further 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.

The SCHEDULE to which the foregoing Act refers.

LINCOLNSHIRE. *Names of Parishes where situate.*	Number of Acres. A.	R.	P.	Annual Rental. £	s.	d.
ADDLETHORPE.						
Lands in the Occupation of Samuel Waller - - -	9	0	18	16	0	0
BLANKNEY.						
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of John Barnett - - - - -	46	2	6	43	0	0
Lands in the Occupation of James Greenham - - -	2	0	0	1	10	0
BURGH.						
Several Closes of Land in the respective Occupations of Richard Dudding - - - - - -	46	3	16	94	5	0
William Lacey - - - - - - -	44	0	7	92	2	0
William Seagrave - - - - - -	53	1	29	110	9	0
Thomas Cram - - - - - - -	19	0	12	36	14	0
William Chapman - - - - - -	12	2	17	20	3	0
COLEBY.						
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of Thomas Crossby - - - - -	239	2	14	320	0	0
CONINGSBY.						
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of Thomas Wood - - - - -	64	3	16	70	15	0
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of John Winn - - - - -	21	2	39	27	4	0
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of Robert Farron - - - - -	12	2	12	31	10	0
A Cottage House and Garden in the Occupation of Cook Johnson - - - - - - - -	0	1	10	2	0	0
A Cottage House, Garden, and Lands, in the Occupation of Widow Balderson - - - - - -	0	2	8	10	0	0
A Cottage House, Garden, and Shop, in the Occupation of Lawrence Hyde - - - - - - -	0	1	12	4	0	0
A Cottage House and Garden in the Occupation of William Parker - - - - - - - -	1	0	28	5	0	0
A Cottage House and Garden in the Occupation of Babington - - - - - - - -	0	0	39	2	6	0
A Yard in the Occupation of James Blackburn - - -	0	0	6	0	10	0
A Plantation in hand - - - - - - -	14	3	34			
CROFT.						
A Farm-house, Outbuildings, Garden, and several Closes of Land, in the Occupation of Thomas Dring - -	67	0	31	130	0	0
Lands in the Occupation of Richard Dudding - - -	29	2	8	60	0	0

	Number of Acres.			Annual Rental.		
	A.	R.	P.	£	s.	d.
FRIESTON.						
Lands in the Occupation of Michael Allbones - - -	1	1	0	2	8	0
HOUGHTON alias HOLTON alias HOLTON-CUM-BECKERING.						
The Advowson, Donation, and free Disposition of the Church of Houghton alias Holton-cum-Beckering.						
A Farm-house, Manor, Outbuildings, Garden, and Lands, in the Occupation of Martin West - - - - -	40	0	10	40	0	0
KINGTHORPE.						
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of John Lion - - - - -	71	3	35	40	0	0
A Cottage House, Garden, and Lands, in the Occupation of John Tye - - - - - - - -	11	3	6	14	0	0
Wood in hand - - - - - - - -	100	2	38			
Lands cut off by a Drain, and now in the Occupation of John Bartholomew, Esquire - - - - -	-	-	-	0	1	4
EAST KIRKBY.						
The Perpetual Advowson, Right of Patronage, and Presentation of and to the Vicarage or Parish Church of East Kirkby.						
LANGTON.						
A Moiety of the Advowson, Donation, Right of Presentation and free Disposition of and to the Parish Church of Langton.						
MAREHAM ON THE HILL.						
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of William Scott - - - - -	367	0	33	390	0	0
A Farm-house, Outbuildings, Gardens, and Lands, in the Occupation of William Nundy - - -	239	0	38	275	12	0
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of Joseph Robinson - - -	76	1	24	100	0	0
MARTIN.						
Lands in the Occupation of William Mayfield - -	2	2	0	3	0	0
METHERINGHAM.						
Lands in the Occupation of John Barnett - - -	0	0	34	0	3	6
SOUTHROW.						
Two Cottage Houses, Gardens, and Lands (old Inclosure), also Two Common Rights in the Open Fields, in the Occupation of John Sandy and Mary Pask - -	2	0	28	10	0	0
STIXWOLD (South Side of the River Witham).						
A Cottage House, Garden, Bank and Bed of old River, in the Occupation of William Cooper - -	3	3	15	2	0	0
Lands in the Occupation of John Barnett - - -	9	3	16	8	4	0
Lands in the Occupation of John Stephenson - -	2	2	1	1	10	0

	Number of Acres.	Annual Rental.
	A. R. P.	£ s. d.
THIMBLEBY.		
Lands in the Occupation of Thomas Wood - - -	2 3 34	4 5 0
WISPINGTON.		
The Advowson, Right of Preentation, and Patronage of, in, and to the Vicarage of the Parish Church of Wispington.		
DERBYSHIRE.		
Names of Parishes where situate.		
PURWICH otherwise PORWICH.		
Lands in the Occupation of Thomas Holland - - -	40 1 20	60 0 0
SNITTERTON DARLEY and WENSLEY.		
The Manor or reputed Manor of Snitterton, with its Rights, Royalties, Members, and Appurtenances.		
A Farm-house, Outbuildings, Two Cottages, Garden, and Lands, in the Occupation of Joseph Sybray - -	353 2 30	495 10 0
A Cottage House and Lands in the Occupation of Benjamin Marsden - - - - - -	2 1 33	10 0 0
Lands in the Occupation of Lawrence Wain - - -	4 0 33	8 8 0
Lands in the Occupation of Widow Allen - - -	6 0 9	11 0 0
Lands in the Occupation of Widow Haynes - - -	13 1 23	28 0 0
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of John Wright - - - -	36 0 26	68 6 0
LEICESTERSHIRE.		
Name of Parish where situate.		
SEWSTERN.		
Lands in the Occupation of Richard Royce - - -	61 2 36	60 0 0
Lands in the Occupation of William Denby - - -	11 1 35	20 11 0
Lands in hand - - - - - -	4 2 16	
STAFFORDSHIRE.		
Name of Parish where situate.		
SHEEN.		
A Farm-house, Outbuildings, Garden, and Lands, in the Occupation of Sarah Green - - - -	85 1 39	80 0 0

Wm. Seagrave.

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