ANNO QUINQUAGESIMO PRIMO

GEORGII III. REGIS.

Cap. 184.

An Act for empowering the Truſtees of certain Lands, Tenements, and Hereditaments in the Counties of *Lincoln* and *Nottingham*, called *The Decreed Lands*, to make Sale of a ſufficient Part thereof for paying off Incumbrances. [15th *June* 1811.]

Articles of Agreement dated 24th May, 2 C. 1. between the King and Sir Cornelius Vermuyden, for draining the Level of Hatfield Chace.

WHEREAS by Articles of Agreement bearing Date the Twenty-fourth Day of *May* in the Second Year of the Reign of His Majeſty King *Charles* the Firſt, and expreſſed to be made between the King's Majeſty of the one Part, and *Cornelius Vermuyden* of *London*, Eſquire, (afterwards Sir *Cornelius Vermuyden* Knight) of the other Part, reciting that His Majeſty was ſeiſed in Right of his Crown of *England*, Duchy of *Cornwall*, or Duchy of *Lancaſter*, of and in the Chace called *Hatfield Chace*, and of the Manors and Lordſhips of *Wroot* and *Finningley*, therein ſtated to be in the County of *York*, and of the Iſle of *Axholme* in the County of *Lincoln*, and of divers other Lands, Tenements, and Hereditaments, and of divers Waſtes, Waſte Grounds, and Commons to the ſame belonging or thereunto near adjoining, ſituate, lying, and being in the Counties of *York* and *Lincoln* aforeſaid; and that divers other Perſons were ſeiſed of and in other Lands, Tenements, and Hereditaments lying and being within the Counties aforeſaid, and in the County of *Nottingham*, or ſome of them, near adjoining to His Majeſty's ſaid Lands and Premiſes; and reciting that certain Lands, Waſtes, Commons, and Waſte Grounds ſituate, lying, and being upon each Side of the River *Idle*, and abutting upon the Rivers *Durm* and *Ayre* to the North, and the River *Trent* towards the South,

South, belonging to or being Parcel of the ſaid Premiſes, containing by Eſtimation Sixty thouſand Acres or thereabouts, were ſubject to be ſurrounded and drowned with Water in ſuch Manner that little or no Benefit was or could be made thereof unleſs ſpecial Care was taken for inning and draining the ſame; and alſo reciting that His ſaid Majeſty was deſirous that the ſaid drowned and ſurrounded Grounds might be laid dry and made uſeful; the ſaid *Cornelius Vermuyden* did thereby undertake to drain and lay dry the ſaid drowned and ſurrounded Grounds in ſuch Manner as to make the ſame fit for Tillage or Paſture, and the ſame being ſo gained ſhould for ever maintain fit for Tillage or Paſture in Manner aforeſaid; in Conſideration whereof His ſaid Majeſty for Himſelf, His Heirs and Succeſſors, did thereby promiſe and grant that the ſaid *Cornelius Vermuyden*, his Heirs and Aſſigns, or ſuch other Perſon or Perſons as he ſhould nominate and appoint in that Behalf, and their Heirs and Aſſigns, ſhould have, hold, and for ever enjoy One full Third Part, in Three Parts to be divided, of all and ſingular the ſaid ſurrounded and waſte Grounds, which ſaid Third Part ſhould be of equal Value with each of the ſaid other Two Parts; and that his ſaid Majeſty, His Heirs and Succeſſors, upon the gaining thereof, would grant and procure the ſaid Third Part to be granted and lawfully conveyed and aſſured unto the ſaid *Cornelius Vermuyden* and his Heirs, or to the Parties by him to be nominated as aforeſaid and their Heirs, to be holden of His ſaid Majeſty, His Heirs and Succeſſors, as of His Manor of *Eaſt Greenwich* in the County of *Kent*, in free and common Socage: And whereas by a Contract under the Great Seal of *England*, bearing Date the Twenty-ſeventh Day of *December* in the Fourth Year of the Reign of His ſaid Majeſty, and expreſſed to be made between His ſaid Majeſty (by and with the Advice of the Right Honourable the Lords and others of His Majeſty's Privy Council) of the one Part, and the ſaid *Cornelius Vermuyden* of the other Part; after reciting the ſaid Articles of Agreement, and that the ſaid *Cornelius Vermuyden* had then already expended great Sums of Money, and beſtowed his Pains and Induſtry in and about the draining and laying dry the ſaid Grounds, His Majeſty did agree with the ſaid *Cornelius Vermuyden* (by and with ſuch Advice as aforeſaid) that His ſaid Majeſty would, for the Conſiderations therein expreſſed (amongſt other Things) convey and aſſure unto the ſaid *Cornelius Vermuyden*, his Heirs and Aſſigns, all that One-third Part which was by the ſaid recited Agreement to be conveyed to the ſaid *Cornelius Vermuyden* as aforeſaid, or to ſuch other Perſon or Perſons and their Heirs, as the ſaid *Cornelius Vermuyden* ſhould nominate and appoint, in all thoſe waſte and ſurrounded Grounds, lying, being and belonging to the Manors of *Epworth*, *Belton*, *Haxey*, and *Wroot*, together with the Pariſh or Village of *Wroot* and *Wroot Eaſt-Carr*, *Crowle*, *Miſſon*, *Miſterton*, *Gringley*, *Snaith*, *Cowick*, and *Rawcliffe*, within the Counties of *York*, *Lincoln*, and *Nottingham*, containing by Eſtimation Twelve thouſand ſix hundred Acres or thereabouts; which ſaid Conveyance ſhould be made within Three Months next after His Majeſty had agreed with ſuch Perſon or Perſons as had or claimed to have any Eſtate, Intereſt, or Common of or in the ſaid Grounds or any Part thereof, or that His Majeſty's Right ſhould be determined and ſettled by Decree in any of His Majeſty's Courts of Juſtice or otherwiſe, under certain yearly Fee Farm Rents thereby reſerved, to be holden of His ſaid Majeſty, His Heirs and Succeſſors, in free and common Socage, as of His ſaid Manor of *Eaſt Greenwich*, diſcharged from the Title or Intereſt of Common claimed by any Town or Perſon whatſoever, and from all Foreſt Laws: And whereas His ſaid Majeſty, by Letters Patent under the Great Seal

Contract, dated 27th December, 4 Charles 1. between the King and Sir Cornelius Vermuyden.

Seal of *England*, bearing Date the Twenty-fourth Day of *March* in the Eleventh Year of His Reign, in part Performance of the said Contract of the Twenty-seventh Day of *December*, in the Fourth Year of His Reign, did, at the Nomination and Request of the Assigns of the said *Cornelius Vermuyden*, give and grant unto *William Curteihe* Knight, *Robert Cambell*, *Charles Harbord*, *Thomas Brinley*, *John Lamote*, and *Timothy Vanvleteren*, their Heirs and Assigns, all those Parts, Portions, or Parcels of Land, lying and being within or near the Chace of *Hatfield*, in the County of *York*, or within the Level of the said Chace, in the Counties of *York*, *Lincoln*, and *Nottingham*, or some of them, and within the Manors or Parishes of *Snaith*, *Cowick*, *Rawcliffe*, *Epworth*, *Belton*, *Haxey*, *Stockwith*, *Crowle*, *Misson*, *Misterton*, and *Gringley*, or some of them, or elsewhere, in the said Counties of *York*, *Lincoln*, and *Nottingham*, then lately inclosed or to be inclosed, and by certain Drains, Ditches, and Divisions, into Severalties reduced or to be reduced by the said *Cornelius Vermuyden*, or his Participants or Assigns, of the same Waste Grounds by them lately drained or to be drained and improved (except all those Parts of the said Waste Lands belonging to the several Towns and Persons having Common within the Chace and Level aforesaid, or to be allotted by reason of the said Contract and Agreement for draining and improving the said Chace and Level), and therein more particularly described, and containing altogether Twelve thousand four hundred and fifty-nine Acres, or thereabouts; all which said Premises thereby granted were, by a Particular thereof, mentioned to be Parcel of the Lands then lately drained and improved within or near the Chace of *Hatfield*, in the said Counties of *Lincoln*, *York*, and *Nottingham*, or within the Level of the said Chace in the Counties aforesaid, or some of them; to hold of His said Majesty, His Heirs and Successors, as of His Manor of *East Greenwich*, in the County of *Kent*, under the yearly Fee Farm Rents of Four hundred and sixty-two Pounds Seventeen Shillings, and Two hundred and eighty-one Pounds: And whereas by a Decree or Decretal Order, bearing Date the Fourteenth Day of *May* in the Year One thousand six hundred and ninety-one, and made in the Court of Exchequer in Two Causes, in one of which the Right Honourable *John* Earl of *Mulgrave*, *George* Lord *Carteret*, *Robert Ryther*, and others, the Inhabitants and Tenants of the Manor of *Epworth*, were Plaintiffs, and *John Harvey*, *William Marwood* and others, Participants of the Level of *Hatfield Chace* and Parts adjacent, were Defendants; and in the other of which said Causes *John Harvey* and others were Plaintiffs, and the said *George* Lord *Carteret* and others were Defendants: After reciting (amongst other Things) that an Agreement was made, on the Fifth Day of *May* One thousand six hundred and ninety-one, between the said Parties, that the Plaintiffs the Earl of *Mulgrave* and Lord *Carteret*, and all other the Freeholders, Copyholders, Inhabitants, Tenants, and Commoners of the said Manor of *Epworth*, and their respective Heirs and Assigns, in lieu of the Seven hundred and fifty Acres therein mentioned, should have One thousand Acres of Ground set out and chosen by certain Persons therein named, or any Two or more of them, out of all or any Part of the Seven thousand four hundred Acres therein mentioned, to be lying and being within the Parishes of *Epworth*, *Belton*, *Haxey*, and *Owston*, in the said Manor of *Epworth*, in the County of *Lincoln*, and in the Parish of *Misterton*, in the County of *Nottingham*, or some or one of them (except Six hundred and sixty-four Acres therein mentioned to be allotted to *Misterton*), to be enjoyed by them as Common, and to be free from any Claim of the said Participants or any claiming under them,

Letters Patent, dated 24th March 11 Charles I.

Decree of the Court of Exchequer, dated 14th May 1691.

them, or any of the Inhabitants and Commoners of the said Parish of *Misterton*; and that the Residue of the said Seven thousand four hundred Acres (the said Six hundred and sixty-four Acres, and the said One thousand Acres being first taken out) being Five thousand seven hundred and thirty-six Acres, should be surveyed and valued, and Quantity and Quality considered, should be set out and divided into Two Parts or Shares as near as might be, to make them of equal yearly Value, which said Division and setting out was to be made by certain Persons therein named, for the said Participants and Commoners respectively, on or before the First Day of *October* then next; the one of which said Parts or Shares thereof so to be set out and divided as aforesaid, should be allotted to the Participants, and should be held and enjoyed by the said Participants and their Heirs, free from all Claim of the said Lords and Commoners, and their Heirs, and all claiming under them; and the other Part or Share thereof should be allotted to the said Commoners, and should be held and enjoyed by the said Freeholders and Commoners of the said Manor of *Epworth*, their Heirs and Assigns, free from any Claim of the said Participants or any claiming under them, or of any the Inhabitants and Commoners of the said Parish of *Misterton*, or any of them; the Participants said Part or Share to be shared and apportioned amongst them according to their respective Rights and Interests, by *Matthew Boynton*, *John Ramsden*, *William Simpson*, *Michael Wharton*, *John Arthur*, and *Henry Wood*, as they or any Three or more of them should think fit; and also reciting, that the said Agreement being read in Court, the Counsel on both Sides, with the Consent of the said Parties, moved the said Court, that the said Agreement might be decreed in all Points by that Court, and established for ever; and that the said Court would direct a Commission to be issued out of that Court, to be directed to certain Persons named in the said Agreement, empowering them or any Two or more of them, first to set out One thousand Acres of the said Seven thousand four hundred Acres for the said Commoners, Tenants, and Inhabitants of *Epworth* Manor, according to the said Agreement; and also (after the said One thousand Acres were set out as aforesaid for the said Commoners of the Manor of *Epworth*, and the said Six hundred and sixty-four Acres set out for the said Commoners of *Misterton*, according to the Agreement before mentioned) to admeasure and survey the Residue of the said Seven thousand four hundred Acres, according to the said Agreement, and divide the same into Two equal Shares or Parts in point of Value, according to the best of their Judgments, by plain and just Descriptions; and the One Share and Part thereof to appoint and deliver unto the said Plaintiffs the Freeholders, Copyholders, Tenants, and Inhabitants of the said Manor of *Epworth*, to hold to them according to the said Agreement; and the other Part and Share thereof, to appoint and deliver unto the said Defendants the Participants, and that the said Commissioners should certify and return into that Court what they should do therein by virtue of the said Commission upon or before the First Day of *Michaelmas* Term then next; and that then the said Court would be pleased to decree and confirm the said One thousand Acres to the said Freeholders, Copyholders, and Commoners of *Epworth* Manor, and the said other Allotments and Shares, according to the true meaning of the said Agreement; all which the said Court thought reasonable, and did thereby, by the Consent of the said Parties, order, adjudge and decree the same accordingly: And whereas by another Decree of the said Court made in the said Causes, bearing Date the Twentieth Day of *February*

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One thouſand ſix hundred and ninety-two; after reciting, that purſuant to the ſaid Decretal Order of the Fourteenth Day of *May* One thouſand ſix hundred and ninety-one, a Commiſſion was awarded, under the Seal of that Court, directed to the Commiſſioners for the Commoners, or any Two of them, to execute the ſame as to the ſaid One thouſand Acres, and afterwards it was directed to all the ſaid Commiſſioners, or any Four of them, whereof Two were to be Commiſſioners for the Commoners, and Two for the Participants, and that, purſuant to the ſaid Order and Commiſſion, Four of the Commiſſioners therein named did proceed to execute the ſame, and made a Certificate thereof accordingly, bearing Date the Eighteenth Day of *October* One thouſand ſix hundred and ninety-two, and did appoint and ſet forth for the ſaid Participants, divers Pieces or Parcels of Land and Hereditaments, therein more particularly deſcribed (and comprized in the Firſt Schedule to this Act annexed), lying and being within the ſeveral Pariſhes of *Belton*, *Epworth*, *Haxey*, and *Owſton*, within the ſaid Manor of *Epworth* in the ſaid County of *Lincoln*, and in the Pariſh of *Miſterton* in the ſaid County of *Nottingham*, or in all or ſome of them, and which were Part and Parcel of the ſaid Seven thouſand four hundred Acres, and were the Share and Part which the ſaid Commiſſioners thereby allotted and ſet out of the ſame for the ſaid Participants; and all the Reſt and Reſidue of the ſaid Seven thouſand four hundred Acres, or which were accounted as any Part or Parcel thereof, the ſaid Commiſſioners did thereby allot, appoint, and ſet forth to and for the Freeholders, Copyholders, Commoners, Tenants and Inhabitants of the ſaid Manor of *Epworth*, as their Share and Part thereof, according to the Intent of the ſaid Decree, which the Commiſſioners did compute amounted to as many Acres thereof as thoſe before appointed by them for the ſaid Participants; and in caſe it did not, but ſhould be any Thing ſhort thereof, then the ſaid Commiſſioners further aſſigned and appointed to the ſaid Inhabitants, out of the ſaid Seven thouſand four hundred Acres in the Participants ſaid Allotments, to be ſet off and taken out in ſuch Places where it ſhould ſo fall ſhort, as many Acres as would make it equal in Number to theirs: It was finally ordered and decreed by the ſaid Court, that the ſaid Return of the ſaid Commiſſion and Certificate, and the Diviſion and Allotments thereby made, ſhould be and were thereby decreed, ratified, and confirmed in all Points, and for ever eſtabliſhed by the Power and Authority of that Court; and it was further ordered and decreed, that the Participants or their Aſſigns ſhould forthwith be put into the actual Poſſeſſion of ſuch Parts of the ſaid Seven thouſand four hundred Acres as were ſo allotted and appointed to them and ſet out by the ſaid Commiſſioners, and ſpecified in the ſaid Certificate dated the Eighteenth Day of *October* then laſt; and the Poſſeſſion of the ſame Lands was thereby decreed to them, and that an Injunction ſhould be awarded and iſſue to put the ſaid Participants into the Poſſeſſion thereof, and alſo to quiet them, their Heirs and Aſſigns, and all Perſons claiming under them for ever thereafter therein; and it was further ordered and decreed that the Participants ſaid Part and Share, and the Inheritance thereof (except the Lord *Irwin*'s One hundred Acres) ſhould be and was thereby veſted in and decreed to the ſaid *Matthew Boynton*, *John Ramſden*, *William Simpſon*, *Michael Wharton*, *John Arthur*, and *Henry Wood*, and their Heirs; and accordingly they were, by the Injunction of the ſaid Court, to be put into the Poſſeſſion thereof, and quieted therein, in Truſt for the Purpoſes following; (that is to ſay), that the ſaid *Matthew Boynton*, *John Ramſden*, *William*

Decree of the ſaid Court, dated 20th Feb. 1692.

William Simpson, *Michael Wharton*, *John Arthur*, and *Henry Wood*, and their Heirs, or any Three or more of them, might and they were thereby enabled to execute and perform all and every such Agreement and Agreements as then were or had been thentofore made with her Grace the Ducheſs of *Buckingham*, or any other Perſon or Perſons on her Behalf, or with any other Perſon or Perſons, for or concerning any Share or Intereſt of or in the ſaid Participants Part or Allotments by the ſaid *Matthew Boynton*, *John Ramſden*, *William Simpſon*, *Michael Wharton*, *John Arthur* and *Henry Wood*, or by or with any of them, or any other Perſons or Perſon on the Behalf of the ſaid Participants, concerning or in anyways relating to the Premiſes; and it was by the ſaid laſt-mentioned Decree or Decretal Order further ordered and decreed that they the ſaid *Matthew Boynton*, *John Ramſden*, *William Simpſon*, *Michael Wharton*, *John Arthur*, and *Henry Wood*, and their Heirs, ſhould ſtand and be ſeiſed, poſſeſſed, and intereſted of all the Reſidue and Remainder of the ſaid Participants ſaid Part and Share (except the ſaid One hundred Acres at *Sandtoft* of the Lord *Irwin*'s) from and after the Performance of ſuch Agreements as aforeſaid, for the Uſe, Benefit, and Advantage of all the Participants and their Heirs, according to their reſpective Intereſts, to be divided and apportioned as they the ſaid *Matthew Boynton*, *John Ramſden*, *William Simpſon*, *Michael Wharton*, *John Arthur*, and *Henry Wood*, and their Heirs, or any Three or more of them ſhould think fit: And whereas under and by virtue of certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the Thirteenth and Fourteenth Days of *July* One thouſand ſeven hundred and ſixty-four, the Eighth and Ninth Days of *July* One thouſand ſeven hundred and ſeventy-eight, and the Firſt and Second Days of *July* One thouſand ſeven hundred and ninety-three, the Meſſuages or Tenements, Lands and Hereditaments, now called or known by the Name of *The Decreed Lands*, ſituate, lying, and being in the ſaid Counties of *Lincoln* and *Nottingham*, or one of them, and more particularly deſcribed and comprized in the ſaid Firſt Schedule hereunto annexed, became and were duly veſted in Sir *Francis Wood* Baronet, *John Harvey*, *Matthew Boynton*, *John Simpſon*, *Francis Lindley Wood*, *John Harvey* the younger, and *Benjamin Agar*, Eſquires, their Heirs and Aſſigns, in Truſt for the Benefit and Advantage of them the ſaid Sir *Francis Wood*, *John Harvey*, *Matthew Boynton*, *John Simpſon*, *Francis Lindley Wood*, *John Harvey* the younger, and *Benjamin Agar*, and their Heirs, and of all other the Participants of the Level of *Hatfield Chaſe* aforeſaid, according to their reſpective Eſtates and Intereſts in the ſaid Level, and to or for no other Uſe, Intent, or Purpoſe whatſoever:

Indentures of Leaſe and Releaſe, dated reſpectively 13th and 14th July 1764; 8th and 9th July 1778; and 1ſt and 2d July 1793.

And whereas, in order to maintain the Banks, Drains, Cloughs, and other Works of Drainage within the ſaid Level of *Hatfield Chaſe* and Parts adjacent, made by the ſaid Sir *Cornelius Vermuyden* and his Partners in the ſaid Undertaking, ſince ſtyled *The Participants of the Level of* Hatfield Chaſe *and Parts adjacent, in the Counties of* York, Lincoln, *and* Nottingham, a Commiſſion of Sewers was obtained on the Twentieth Day of *February* in the Eleventh Year of the Reign of His ſaid Majeſty King *Charles* the Firſt, under the Act paſſed in the Twenty-third Year of the Reign of His Majeſty King *Henry* the Eighth, intituled, *The Bill of Sewers, with a new Proviſo, &c.* and Commiſſions of Sewers have ſince been iſſued from Time to Time for regulating the ſaid Drainage; and by virtue of ſuch Commiſſions the Commiſſioners therein named have rated, aſſeſſed, and charged the Lands and Grounds within the ſaid Level of *Hatfield Chaſe*, belonging to the ſaid Participants, with Annual Rates or Taxes denominated *Scotts*, for the

Commiſſions of Sewers obtained for regulating the Drainage of the Level of Hatfield Chace and Parts adjacent.

the Support and Preſervation of the Works of Drainage within the ſaid Level of *Hatfield Chaſe* and Parts adjacent: And whereas the ſaid Truſt Eſtate called *The Decreed Lands*, and conſiſting of Two thouſand ſix hundred and ninety Acres or thereabouts, has been held by the Truſtees thereof ſince the ſaid recited Decree of the Twentieth Day of *February* One thouſand ſix hundred and ninety-two, and ſtill remains undivided: And whereas ſeveral large Sums of Money have been from Time to Time borrowed by the ſaid Participants for the more effectually draining and preſerving the ſaid Level of *Hatfield Chaſe* and Parts adjacent, and alſo for enabling the Truſtees of the ſaid Truſt Eſtate called *The Decreed Lands*, to improve the ſame, by building Farm Houſes and making other Improvements thereupon; and in order to ſecure the ſame, certain Orders of the Court of Sewers for the ſaid Level of *Hatfield Chaſe* and Parts adjacent were made, thereby charging the Eſtates of the ſaid Participants within the Level of *Hatfield Chaſe* aforeſaid, with the Repayment of ſuch principal Monies and lawful Intereſt, and alſo directing that the Intereſt thereof ſhould be paid by the Receiver of the Rents of the ſaid Truſt Eſtate: And whereas the principal Sums which have been ſo borrowed, and which now remain charged upon the ſaid Eſtates belonging to the ſaid Participants within the Level of *Hatfield Chaſe* aforeſaid, amount in the Whole to the Sum of Seventeen thouſand five hundred Pounds, and are more particularly mentioned in the Second Schedule to this Act annexed: And whereas by reaſon of the Improvements ſo made in the ſaid Truſt Eſtate called *The Decreed Lands*, the Rents thereof have been increaſed from Five hundred Pounds to One thouſand three hundred and twenty-three Pounds Twelve Shillings and Three Pence *per Annum*, ſubject to certain annual Fee Farm and Tithe Rents, and other Outpayments, amounting to Two hundred and ſix Pounds Sixteen Shillings and Ten-pence, leaving a clear Rental of One thouſand one hundred and ſixteen Pounds Fifteen Shillings and Five-pence; but the ſame is ſcarcely ſufficient to pay the Intereſt of the ſaid Sum of Seventeen thouſand five hundred Pounds, the Salary of the Receiver of the Rents, and other incidental Expences attending the ſaid Truſt Eſtate: And whereas ſeveral of the Sums of Money ſo ſecured by the Orders of the ſaid Court of Sewers, as herein-before mentioned, have lately been called in: And whereas, at a General Meeting of the ſaid Participants of the Level of *Hatfield Chaſe* and Parts adjacent, in the Counties of *York*, *Lincoln*, and *Nottingham*, held at *Doncaſter*, in the ſaid County of *York*, and convened by public Advertiſements inſerted in the *Doncaſter Gazette* and Two other Newſpapers, circulating in the ſaid Counties of *York*, *Lincoln*, and *Nottingham*, for the Purpoſe of taking into Conſideration the State and Condition of the ſaid Truſt Eſtate called *The Decreed Lands*, belonging to the ſaid Participants, and the Propriety of applying to Parliament in regard thereof; it was at ſuch Meeting unanimouſly reſolved and agreed upon by the Participants then preſent, that Application ſhould forthwith be made to Parliament, for an Act to empower the Sale of ſuch Parts of the ſaid Truſt Eſtate called *The Decreed Lands*, as would be ſufficient to pay off and diſcharge the Whole of the ſaid Sum of Seventeen thouſand five hundred Pounds due to ſuch Creditors as aforeſaid: And whereas the ſaid *John Harvey* the Elder departed this Life in or about the Month of *July* One thouſand ſeven hundred and ninety-three, and the ſaid *Matthew Boynton* departed this Life in or about the Month of *March* One thouſand ſeven hundred and ninety-five, and the ſaid Sir *Francis Wood* departed this Life on or about the Ninth Day of *July* in the

Reſolution of a General Meeting of the Participants.

ſaid

said Year One thousand seven hundred and ninety-five; and the said Trust Estate called *The Decreed Lands* is now become legally vested in the said *Francis Lindley Wood*, now Sir *Francis Lindley Wood* Baronet, *John Simpson*, now the Honourable *John Simpson*, *John Harvey* the Younger, now *John Harvey*, and *Benjamin Agar*, Esquires, and their Heirs, upon the Trusts of the said Indentures: And whereas it would be of great Benefit and Advantage to the said Participants, if such Purposes were carried into Execution; but the same cannot be effected without the Aid and Authority of Parliament; Wherefore Your Majesty's most dutiful and loyal Subjects, the said Sir *Francis Lindley Wood*, *John Simpson*, *John Harvey*, and *Benjamin Agar*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act, it shall and may be lawful to and for the said Sir *Francis Lindley Wood*, *John Simpson*, *John Harvey*, and *Benjamin Agar*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, and they and he are and is hereby authorized and empowered, at any Time or Times, absolutely to make Sale and dispose of, either together or in Lots, and by Publick Sale or Auction, unto any Person or Persons who may be willing to become the Purchaser or Purchasers thereof, and for the best Price or Prices in Money that can be obtained for the same, so much and such Part and Parts of the Messuages or Tenements, Lands and Hereditaments, now called or known by the Name of *The Decreed Lands*, situate, lying, and being in the said Counties of *Lincoln* and *Nottingham*, or one of them, and more particularly mentioned and described in the First Schedule to this Act annexed, with their respective Rights, Members, and Appurtenances, as shall be sufficient fully to pay off and discharge the Whole, or any Part or Parts of the several Debts or Sums of Money due to the several Persons mentioned in the said Second Schedule to this Act annexed, amounting together to the said Sum of Seventeen thousand five hundred Pounds, and all Interest (if any) due upon or for the same Sums or any of them, and also the Costs incurred and to be incurred in and about the obtaining and passing of this Act, and by making such Sale or Sales as aforesaid; and that upon Payment of the Money arising by the Sale of any Part or Parts of the said Hereditaments hereby made saleable as aforesaid, to the said Sir *Francis Lindley Wood*, *John Simpson*, *John Harvey*, and *Benjamin Agar*, or the Survivors or Survivor of them, his Heirs, Executors, Administrators, or Assigns, the Receipt or Receipts of them the said Sir *Francis Lindley Wood*, *John Simpson*, *John Harvey*, and *Benjamin Agar*, or the Survivors or Survivor of them, their Executors, Administrators, or Assigns, shall from Time to Time be a good and sufficient Release and Discharge to the Purchaser or Purchasers for the Money for which the same Hereditaments shall be so sold, or for so much thereof as in such Receipt or Receipts shall be expressed or acknowledged to be received; and that after such Receipt or Receipts shall be given, such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, or Assigns, shall not be obliged to see to the Application of the same Purchase Money, or any Part thereof, nor be answerable or accountable for any Loss, Mis-application or Non-application thereof, or of any Part thereof; and that when any Part or Parts of the said Hereditaments hereby made saleable shall be sold as aforesaid, and a Conveyance thereof shall be made and executed to any Purchaser or Purchasers,

The Trustees empowered to make Sale of any Part of "The Decreed Lands," mentioned in the 1st Schedule, to pay off the Debt of 17,500*l*.

Purchasers, or other Person or Persons in virtue of this Act, and such Receipts shall be given for the Purchase Money as aforesaid, all and every the Person and Persons to or with whom any Sale or Conveyance of any Part or Parts of the said Messuages, Lands, Tenements, and Hereditaments hereby made saleable as aforesaid shall have been made, and the respective Heirs and Assigns of such Person and Persons shall and may have, hold and enjoy the Hereditaments by them respectively purchased, freed and absolutely discharged of and from all and every the Uses, Trusts, Powers, and Agreements, in and by the said recited Decrees and Indentures, or any of them, expressed and declared of and concerning the same, and of and from all Claims and Demands, Estates, Rights, and Interests of them the said Trustees and Participants, and their Heirs, Successors, Executors, and Administrators respectively, in, to, or out of the same Hereditaments.

Money to be paid into the Bank.

II. And be it further enacted, That in the mean Time and until the Monies arising from such Sale or Sales shall be applied for the Purposes aforesaid, the same shall from Time to Time be paid by the said Trustees or Trustee for the Time being into the Bank of *England*, to be there deposited for safe Custody.

Indemnity to the Trustees.

III. Provided always, and be it further enacted, That none of the present or future Trustees of this Act shall be answerable or accountable for the others or other of them, or for involuntary Losses; and that by and out of any Money which shall come to their or his Hands or Hand by virtue of this Act; it shall be lawful for them and him to retain to and reimburse themselves and himself respectively, all the necessary Costs, Charges, and Expences which they or he may respectively incur or sustain in carrying the Trusts of this present Act into Execution.

General Saving.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said several Trustees of the said recited Indentures, and the said Participants, their Heirs, Successors, Executors, and Administrators respectively, so far only as their respective Estates are affected or intended to be affected by this Act) all such Estate, Right, Title, and Interest, in, to, or out of the said Hereditaments and Premises comprized in the said First Schedule to this Act annexed, as they, every, or any of them, had or enjoyed before the passing of this Act, or could or ought to have enjoyed in case this Act had not been made.

Evidence Clause.

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

The FIRST SCHEDULE to which the foregoing Act refers.

PARTICULAR and Rental of "The Decreed Lands," in the Counties of Lincoln and Nottingham, or One of them.—1811.

Now or late in the respective Tenures or Occupations of the undermentioned Persons, or their Undertenants or Assigns.	Description of Premises.	Quantity by Estimation. A. R. P.	Annual Rent. £ s. d.	TENURE.
	BELTON.			
Richard Ostler -	Farm House, Outbuildings, and Closes, being the South Side of "Wood Carr" - -	285 1 23	233 0 0	On Lease, which expires at Candlemas and May Day 1811.
	A Parcel of Land, called "The Heaps" -	42 3 28		
	And a Parcel of Land, called "Thornbush Carr"	40 0 5		
William Chester -	Farm House, Outbuildings, and Closes, being the North Part of "Wood Carr" - -	296 2 25	186 0 0	On Lease, which expires at ditto.
	And Two Parcels of Land, called "The Heaps"	81 1 18		
Marmaduke Scholey	Part of "Smack Farm" - -	7 0 3	15 0 0	At Will, from Candlemas 1810.
Thomas Johnson -	Three Closes, called "Belton Low Closes" -	33 3 0	21 18 9	Ditto.
Richard Lambert -	Two Closes, called ditto - -	24 3 0	12 12 0	Ditto.
Christopher Vause,	Four Closes, called ditto - -	42 0 30	14 10 0	Ditto.
Richard Legott -	Two Closes, called ditto - -	41 2 25	17 0 0	Ditto.
George Sampson -	Farm House, Outbuildings, and Closes, being the North Part of "Samuel Closes" - -	204 2 34	100 0 0	On Lease, which expires at Candlemas and May Day 1811.
Richard East -	Farm House, Outbuildings, and Closes, being the South Part of "Samuel Closes" - -	132 3 6	70 0 0	On Lease, which expires at ditto.
	EPWORTH, HAXEY, and OWSTON.			
Thomas Read, Solomon Foster, Thomas Hill, and William Clarke -	Farm House, Outbuildings, and Closes, being the North Part of "Holmes Carr" - -	233 3 18	135 0 0	On Lease, which expires at ditto.
	And Eight Closes, being the North Part of "Auckland Closes" - -	86 2 2		
Peter East -	Farm House, Outbuildings, and Closes, being the South Part of "Holmes Carr" -	238 1 3 18	128 10 0	On Lease, which expires at ditto.
	And Six Closes, being the South Part of "Auckland Closes" - -	73 3 26		
Joseph Atkinson -	Farm House, Outbuildings, and Closes, called "Starr Carr" - - -	168 1 0	81 0 0	On Lease, which expires at Candlemas and May Day 1812.
	And Six Closes, called "Kelsy Closes" -	66 1 36		
John Dunwell -	Farm House, Outbuildings, and Closes, called "Haxey East Carr" - -	152 1 9	152 10 0	On Lease, which expires at Candlemas and May Day 1817.
	And a Parcel of Land, called "Langham" -	80 0 26		
Thomas Fisher -	Farm House, Outbuildings, and Closes, called "Haxey West Carr" - -	201 3 32	85 0 0	On Leases, which expires at ditto.
William Bulay -	Farm House, Outbuildings, and Closes, also called "Haxey West Carr" - -	142 1 7	70 0 0	On Lease, which expires at Candlemas and May Day 1811.
	And a Close, called "Broomsem Hill" -	9 0 0		
Jeremiah Richardson	Close, called "Torne Bank" - -	4 0 0	1 11 6	On Lease, which expires at Candlemas 1811.
	Total -	2,690 3 11	1,323 12 3	

The SECOND SCHEDULE to which the foregoing Act refers.

No.	ORDERS, and their respective Dates.	NAMES of CREDITORS.	Sums due.
	Orders of Courts of Sewers, for the Level of Hatfield Chace, and Parts adjacent, in the Counties of York, Lincoln, and Nottingham; dated respectively		£ s. d.
1	June 29th 1776 -	Representative of the late Geo. Beale - -	100 0 0
2	May 25 1781 -	Representative of the late William Oates Esq. -	300 0 0
3	October 8 1787 -	Executrix of the late Ann Kelk	800 0 0
4	May 29 1789 -	Elizabeth Rylar - -	600 0 0
5	May 29 1789 -	Executrixes of the late Margaret Ellison - -	500 0 0
6	June 1 1791 -	Executor of the late Edward Willey Esq. - -	350 0 0
7	June 1 1791 -	Same - - -	1,000 0 0
8	July 30 1791 -	Same - - -	500 0 0
9	December 1 1792 -	Same - - -	250 0 0
10	December 1 1792 -	William Parker Martindale -	1,000 0 0
11	December 1 1792 -	Same - - -	500 0 0
12	December 1 1792 -	John Hodge - -	600 0 0
13	May 29 1793 -	Executrixes of the late Margaret Ellison - -	500 0 0
14	May 3 1794 -	George Beale - -	1,000 0 0
15	May 3 1794 -	Rev. John Pigott - -	1,000 0 0
16	May 28 1794 -	William Dickenson -	700 0 0
17	June 28 1794 -	Thomas Wade - -	400 0 0
18	February 6 1796 -	Sir George Cooke Baronet -	500 0 0
19	July 9 1796 -	Administratrix of the late Rich[d] Firth - -	200 0 0
20	August 10 1796 -	Rev[d] John Pigott - -	1,000 0 0
21	August 3 1799 -	Executrix of the late William Rickard Esq. - -	800 0 0
22	August 23 1800 -	William Smeaton -	100 0 0
23	January 31 1801 -	Same - - -	300 0 0
24	January 31 1801 -	The Hon. John Simpson -	400 0 0
25	July 11 1801 -	Executrix of the late William Rickard Esq. - -	200 0 0
26	April 10 1802 -	Rev[d] John Pigott - -	2,500 0 0
27	June 30 1804 -	Timothy Clarke - -	400 0 0
28	June 30 1804 -	Hannah Herring - -	500 0 0
29	March 8 1806 -	Daniel Servant -	500 0 0
			17,500 0 0

Richard Danser.

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