ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 189.

An Act for exchanging Part of the ſettled Eſtates of the Right Honourable *Francis* Earl of *Moira*, ſituate in the County of *Leiceſter*, for Part of the unſettled Eſtates of the ſaid Earl, ſituate in the County of *Derby*. [9th *July* 1812.]

Indentures dated 26th and 27th May 1788, recited.

WHEREAS by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the Twenty-ſixth and Twenty-ſeventh Days of *May* One thouſand ſeven hundred and eighty-eight, the Indenture of Releaſe made between the Right Honourable *Francis* then Earl of *Huntingdon*, ſince deceaſed, of the Firſt Part; *Francis* Earl of *Moira*, by the Deſcription of the Right Honourable *Francis* Lord *Rawdon*, Baron *Rawdon* of *Rawdon* in the County of *York*, Nephew of the ſaid *Francis* Earl of *Huntingdon*, of the Second Part; and *David* Lord Viſcount *Stormont*, and *William Wildman* Lord Viſcount *Barrington* of *Ireland*, of the Third Part; the Manors or Lordſhips, or reputed Manors or Lordſhips of *Loughborough*, *Barrow upon Soar*, *Whitwick*, *Hoten*, and *Stoney Stanton* in the County of *Leiceſter*, and the Manor or Lordſhip, or reputed Manor or Lordſhip of *Melbourne* in the County of *Derby*, and alſo the Liberty and Hundred in the County of *Leiceſter* called *Framland Hundred*, and the Foreſt called *Charnwood Foreſt*, in the ſaid County of *Leiceſter*, and divers other Manors, Advowſons, capital Meſſuages or Tenements, Farms, Lands, and Hereditaments in the Counties of *Leiceſter*, *Derby*, *Nottingham*,

Nottingham, and *Dorset*, were settled and assured, subject to certain Estates and Interests which have determined or failed of Effect by the Death of the said *Francis* Earl of *Huntingdon* without Issue Male, to the Use of the said *Francis* Earl of *Moira* and his Assigns for his Life; Remainder to the Use of Trustees during his Life in Trust to preserve contingent Remainders; with Remainder to the Use of the First, Second, and other Sons of the said *Francis* Earl of *Moira* successively in Tail Male; with Remainder or Reversion to the Use of the said *Francis* Earl of *Huntingdon*, his Heirs and Assigns; and by the said Indenture of Release, the said *Francis* Earl of *Moira* was empowered to charge the said Premises, by Deed or Will, with any Sum or Sums of Money not exceeding Ten thousand Pounds, with Interest not exceeding Five Pounds *per Centum per Annum*, and also to demise the said Premises for any Term or Terms not exceeding One thousand Years, for better securing the Payment of such Money and Interest; and the said Earl of *Moira* was also empowered to appoint, by Deed or Will, any annual Sum not exceeding One thousand five hundred Pounds, for any Woman or Women he should marry, for her or their Lives for her and their Jointure, and in bar of Dower, and also to demise the Premises for any Term of Years, to commence from his Death, upon Trust by Sale or Mortgage to raise for all and every his Child and Children, other than an eldest Son, any Sum or Sums of Money not exceeding Ten thousand Pounds, with Benefit of Survivorship amongst them: And whereas by Indentures of Three Parts bearing Date on or about the Twenty-sixth Day of *November* One thousand seven hundred and eighty-eight, and made between the said *Francis* Earl of *Huntingdon* of the First Part, the said *Francis* Earl of *Moira* then *Francis* Lord *Rawdon* of the Second Part, and *Thomas Coutts* of the Third Part; the said *Francis* Earl of *Moira* charged all the aforesaid Estates with the Payment of the Sum of Ten thousand Pounds and Interest, and did also, with the Consent of the said *Francis* Earl of *Huntingdon* demise, and the said *Francis* Earl of *Huntingdon* did demise, ratify, and confirm all the said Estates unto the said *Thomas Coutts*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, subject to a Proviso for ceasing the same Term on Payment of the Sum of Ten thousand Pounds and Interest unto the said *Thomas Coutts*, his Executors, Administrators, or Assigns: And whereas the Mortgage made to the said *Thomas Coutts* as aforesaid, was afterwards by Indenture bearing Date on or about the Twenty-fourth Day of *March* One thousand eight hundred and one, assigned to and became vested in *William Collins Jackson* of *Bath* Esquire, by whom the same was afterwards by Indenture bearing Date on or about the Sixth Day of *June* in the Year One thousand eight hundred and nine, and made or mentioned to be made between the said *William Collins Jackson* of the First Part, the said *Francis* Earl of *Moira* of the Second Part, *John Evans* and *John Claridge* of the Third Part, *Samuel Jones*, *William Jones*, and *William Fox*, all of *Manchester* Esquires, of the Fourth Part, and *Edward Clark* of the Fifth Part, assigned to the said *Samuel Jones*, *William Jones*, and *William Fox*; but the said Sum of Ten thousand Pounds, secured by the said Mortgage, has been since satisfied and paid by the said *Francis* Earl of *Moira* to the said *Samuel Jones*, *William Jones*, and *William Fox*, as by Indenture bearing Date on or about the First Day of *February* One thousand eight hundred and eleven, and made or mentioned to be made between the said *Samuel Jones*, *William Jones*, and *William Fox* of the First Part, the said *John Evans* and *John Claridge*

Indenture dated 26th November 1788 recited.

Indenture dated 24th Day of March 1801.

Indenture dated 6th Day of June 1809.

Indenture dated 1st Feb. 1811.

Claridge of the Second Part, the said *Francis* Earl of *Moira* of the Third Part, and *Thomas Bartram* of the Fourth Part, they the said *Samuel Jones*, *William Jones*, and *William Fox*, do testify and declare: And whereas by Indenture bearing Date on or about the Twelfth Day of *July* One thousand eight hundred and four, and made between the said *Francis* Earl of *Moira* of the First Part, the Countess of *Moira* and *Loudoun* then the Right Honourable *Flora Mure* Countess of *Loudoun* of the Second Part, the Right Honourable *Charles Hope* afterwards Lord Justice Clerk, and now President of the Court of Session in *Scotland*, and *William Adam* Esquire of the Third Part, and *Thomas Sutton* Esquire now Sir *Thomas Sutton* Baronet, and *Joseph Hill* Esquire since deceased, of the Fourth Part; (being the Settlement made previous to the Marriage then intended to be had and since duly solemnized between the said *Francis* Earl of *Moira* and the said Countess of *Loudoun*,) the said *Francis* Earl of *Moira*, in Exercise of the Powers vested in him by the said Indentures of Lease and Release, did grant, limit, and appoint all the aforesaid Estates unto the said *Charles Hope* and *William Adam* for the Term of One hundred Years, to be computed from the Decease of the said *Francis* Earl of *Moira*, in case he should depart this Life in the Life-time of the said Countess of *Loudoun*, upon Trust for securing a yearly Rent Charge of One thousand five hundred Pounds unto the said Countess of *Loudoun* for her Life; and by the same Indenture the said *Francis* Earl of *Moira* did also demise, direct, and appoint all the said Estates unto the said Sir *Thomas Sutton* and *Joseph Hill* for the Term of Three thousand Years from the Decease of the said *Francis* Earl of *Moira*, upon Trust to raise the Sum of Ten thousand Pounds for Portions for the Child or Children of the said *Francis* Earl of *Moira*, other than or besides an eldest or only Son entitled to the said Estates under the Uses of the said Indenture of Release: And whereas the said *Francis* Earl of *Moira* intermarried with the said *Flora Mure* Countess of *Loudoun* now Countess of *Loudoun* and *Moira* on or about the Twelfth Day of *July* One thousand eight hundred and four: And whereas the said *Francis* Earl of *Huntingdon* died in the Year One thousand seven hundred and eighty-nine without Issue, and on his Death the Reversion in Fee limited to or reserved by him as aforesaid, descended to the Right Honourable *Elizabeth* Countess Dowager of *Moira* since deceased, his Sister and Heir at Law: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Second and Third Days of *October* in the Year One thousand eight hundred and seven, the Indenture of Release being of Three Parts, and made between the said *Elizabeth* Countess Dowager of *Moira*, Mother of the said *Francis* Earl of *Moira*, of the First Part; the said *William Adam* of the Second Part; and the said *Francis* Earl of *Moira* of the Third Part; the said *Elizabeth* Countess Dowager of *Moira* did grant, release, and convey divers Manors and other Hereditaments, being Part of the Manors and Hereditaments comprized in the said Indentures of Lease and Release or Settlement of the Twenty-sixth and Twenty-seventh Days of *May* One thousand seven hundred and eighty-eight, made by the said Earl of *Huntingdon*, and comprizing the Hereditaments comprized in the First Schedule to the herein-after recited Act, subject nevertheless to such Estate and Interest as the said *Francis* Earl of *Moira* then had, or as the Issue Male of his Body, if he should happen to have any, should or might be entitled unto under and by virtue of the same Indenture of Settlement, unto and to the Use of the said *William Adam*, his Heirs and Assigns for ever, in Trust for the said

Indenture dated 12th July 1804 recited.

Marriage of Lord Moira and Countess of Loudoun.

Death of Francis Earl of Huntingdon in 1789.

Indentures dated 2d and 3d October 1807.

Act of 48 G. 3. recited.

ſaid *Francis* Earl of *Moira*, his Heirs and Aſſigns: And whereas by an Act paſſed in the Forty-eighth Year of the Reign of His preſent Majeſty, and which received the Royal Aſſent on the Second Day of *July* in the Year One thouſand eight hundred and eight, intituled *An Act for exchanging Part of the ſettled Eſtates of the Right Honourable* Francis *Earl of* Moira, *ſituate in* England, *for Part of the Eſtates of the Right Honourable* Flora Mure *Counteſs of* Loudoun *his Wife, ſituate in* Scotland, *including the Caſtle of* Loudoun, Part of the Hereditaments mentioned and comprized in the ſaid recited Indentures of Leaſe and Releaſe or Settlement of the Twenty-ſixth and Twenty-ſeventh Days of *May* One thouſand ſeven hundred and eighty-eight, and mentioned or enumerated in the Firſt Schedule to that Act annexed, with their and every of their Rights, Royalties, Eaſements, Members, and Appurtenances, were veſted in and ſettled upon the Right Honourable *Charles* Lord *Kinnaird*, and the Right Honourable *Charles George* Lord *Arden*, their Heirs and Aſſigns, to the Uſe of the ſaid Lord *Kinnaird* and Lord *Arden*, their Heirs and Aſſigns for ever, diſcharged of and from all the Uſes, Eſtates, Truſts, Powers, Proviſoes and Limitations, Remainders, Charges, Declarations, and Agreements, by the ſame Indentures of Leaſe and Releaſe or Settlement, and the ſaid Indenture of the Twelfth Day of *July* One thouſand eight hundred and four, and the ſaid Indentures of Leaſe and Releaſe of the Second and Third Days of *October* One thouſand eight hundred and ſeven, limited, expreſſed, and declared, of and concerning the ſame Manors and other Hereditaments, other than and except the Sum of Ten thouſand Pounds therein mentioned, being the ſaid Sum ſecured to the ſaid *Thomas Coutts*, and then due to the ſaid *William Collins Jackſon* on Mortgage as therein mentioned, and the ſaid Term of One thouſand Years for ſecuring the ſame, and which Sum, together with the Intereſt thereof, were thenceforth to be and be deemed a Charge on the Manors and other Hereditaments comprized in the ſaid Firſt Schedule to the ſaid Act annexed, as the Fund primarily liable to the Payment thereof, and ſuch Manors and Hereditaments were declared to be in lieu of and in Exchange for the Caſtle, Farms, Lands, and Hereditaments mentioned in the Second Schedule to the ſaid Act annexed, and thereby veſted in the ſaid *Charles Hope* and *William Adam*, their Heirs and Aſſigns, upon Truſt as in the ſaid Act is expreſſed; and it was further enacted, that the Manors and other Hereditaments comprized in the ſaid Firſt Schedule to the ſaid Act annexed, and thereby veſted in the ſaid Lord *Kinnaird* and Lord *Arden*, their Heirs and Aſſigns as aforeſaid, ſhould be held by them, but ſubject to the ſaid Mortgage for Ten thouſand Pounds and Intereſt, in Truſt for ſuch Perſon or Perſons, and for ſuch Ends, Intents, and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Declarations, and Agreements as the ſaid *Flora Mure* Counteſs of *Loudoun*, at any Time or Times thereafter, and from Time to Time, as well when Covert as Sole, and notwithſtanding her Coverture by her then preſent or any future Huſband, by any Deed or Deeds or Inſtrument or Inſtruments in Writing to be ſealed and delivered by her in the Preſence of Two or more credible Witneſſes, and atteſted by the ſame Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing in the Nature of or purporting to be her laſt Will and Teſtament, or any Codicil or Codicils thereto, to be ſigned, publiſhed, and declared by her in the Preſence of Three or more credible Witneſſes, and atteſted by the ſame Witneſſes, ſhould, either before or after the Time at which the Exchange thereby

made ſhould become abſolute, (but ſubject nevertheleſs and without Prejudice to the Proviſion therein-after contained), direct, limit, or appoint, and in Default of ſuch Direction, Limitation, or Appointment, and in the mean Time and until the ſame ſhould be made and take Effect, and from Time to Time ſubject to ſuch Eſtates, Truſts, Charges, or Intereſts as ſhould have been made or created by the ſaid *Flora Mure* Counteſs of *Loudoun*, then in Truſt for the ſaid *Flora Mure* Counteſs of *Loudoun*, her Heirs and Aſſigns, as and for the ſeparate Eſtate of the ſaid *Flora Mure* Counteſs of *Loudoun*, apart from her preſent or any future Huſband, and free from his Contracts, intermeddling, or Engagements; and it was further enacted, that from and immediately after the paſſing of that Act all and ſingular the Caſtle, Farms, Lands, and Hereditaments mentioned and enumerated in the ſaid Second Schedule to that Act annexed, together with their Rights, Royalties, Members, Eaſements, and Appurtenances, being Part of the Eſtate of the ſaid Counteſs of *Loudoun*, ſhould be abſolutely freed and diſcharged of and from all the then preſent Eſtate, Right, Title, Intereſt, Claim, and Demand of her the ſaid Counteſs of *Loudoun* and her Heirs, and be veſted in and ſettled upon the ſaid *Charles Hope* and *William Adam*, their Heirs and Aſſigns, upon Truſt to convey, ſettle, and aſſure the ſame to and for ſuch Uſes and Eſtates, and under and ſubject to ſuch Charges (other than and except the ſaid Mortgage Debt of Ten thouſand Pounds and the Intereſt thereof, and the ſaid Term of One thouſand Years for ſecuring the ſame) as would at the Time of ſuch Settlement, by virtue of the ſeveral therein and herein-before recited Indentures, or any of them, have been ſubſiſting of and concerning the ſaid Manors, Farms, Lands, and Hereditaments comprized in the ſaid Firſt Schedule to that Act annexed, being Part of the Eſtates comprized in the ſaid Indentures bearing Date reſpectively on or about the Twenty-ſixth and Twenty-ſeventh Days of *May* One thouſand ſeven hundred and eighty-eight, in caſe that Act had not paſſed, or as near thereto as the Laws of *Scotland*, and the Deaths of Parties, and other Circumſtances, would admit: And whereas the Exchange made, or intended to be made by the ſaid Act, became abſolute by the Payment or Diſcharge of or by the Exoneration of all and ſingular the Caſtle, Lands, Farms, and Hereditaments mentioned and comprized in the ſaid Second Schedule to the ſaid recited Act annexed, from the ſeveral Debts or Sums of Money affecting the ſaid Caſtle, Lands, Farms, and Hereditaments comprized in the Second Schedule to the ſaid recited Act annexed, and which were due or owing by virtue of any Deeds or Securities granted by the ſaid *Flora Mure* Counteſs of *Loudoun*, or any of her Predeceſſors, and on which Enfeoffment had been taken before the paſſing of that Act, or on which Enfeoffments were taken within the Time by the ſaid Act limited in that Behalf: And whereas by or by virtue of an Indenture bearing Date on or about the Fifth Day of *July* in the Year One thouſand eight hundred and eight, and made or expreſſed to be made between the ſaid *Francis* Earl of *Moira* and *Flora Mure* Counteſs of *Loudoun* his Wife of the one Part; and the ſaid *John Evans* and *John Claridge* of the other Part; and Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the Ninth and Tenth Days of *December* in the Year One thouſand eight hundred and eight, the Releaſe being of Three Parts, and made between the ſaid *John Claridge* of the Firſt Part; the ſaid *Francis* Earl of *Moira* of the Second Part; and the ſaid *John Evans* of the Third Part; and Indentures of Leaſe and Releaſe bearing Date reſpectively on

Indenture dated 5th July 1808, recited.

Indentures of Leaſe and Releaſe, 9th and 10th December 1808, recited.

or about the Third and Fourth Days of *October* in the Year One thouſand eight hundred and nine, and made between the ſaid *Charles* Lord *Kinnaird* and *Charles George* Lord *Arden* of the Firſt Part; the ſaid *Francis* Earl of *Moira* and *Flora Mure* Counteſs of *Loudoun* his Wife of the Second Part; and the ſaid *John Evans* of the Third Part, or by ſome or One of ſuch Indentures, the Honor, Manor, or Lordſhip of *Melbourne* in the County of *Derby*, with the Rights, Members, and Appurtenances thereto, and divers Meſſuages, Cottages, Farms, Lands, Chief and other Rents and Hereditaments, being Part of the Hereditaments comprized in the Firſt Schedule to the ſaid recited Act annexed, and comprizing therein the Honor, Manor, or Lordſhip, Meſſuages, Farms, Lands, Tenements, and other the Hereditaments with the Appurtenances mentioned and comprized in the Second Schedule to this Act annexed, were and now ſtand limited and appointed or otherwiſe conveyed and aſſured unto and to the Uſe of the ſaid *John Evans*, his Heirs and Aſſigns for ever, upon and for certain Truſts, Ends, Intents, and Purpoſes by the ſame Indentures, or ſome or One of them mentioned and expreſſed, being Truſts for the Benefit of the ſaid *Francis* Earl of *Moira*, his Executors, Adminiſtrators, and Aſſigns: And whereas the ſaid *Francis* Earl of *Huntingdon*, by his laſt Will and Teſtament in Writing, bearing Date on or about the Ninth Day of *Auguſt* One thouſand ſeven hundred and ſeventy-nine, and duly executed and atteſted for the Deviſe of Lands of Inheritance, after deviſing to his Siſter the ſaid *Elizabeth* Counteſs of *Moira* a yearly Rent Charge of Four hundred Pounds which is determined by her Death, and after deviſing ſeveral Annuities for Lives, gave and deviſed to the ſaid Earl of *Moira* all his the Teſtator's Manors, Lands, Tenements, and Hereditaments whatſoever in the Counties of *Leiceſter* and *Derby*, or either of them, ſubject to and charged with the ſaid ſeveral Annuities or Bequeſts therein-before mentioned, to hold during his natural Life; with Remainder to the Right Honourable *Nathaniel* Lord *Scarſdale* and Sir *William Bagot* Baronet, and their Heirs, during the Life of the ſaid *Francis* Earl of *Moira*, upon Truſt to ſupport the contingent Remainders; with Remainder to the Firſt and other Sons of the ſaid *Francis* Earl of *Moira* ſucceſſively, according to the Priority of their Births in Tail Male; with Remainder to the Teſtator's Nephew the Honourable *John Rawdon* Eſquire, during his natural Life; with Remainder to the ſame Truſtees and their Heirs during the natural Life of the ſaid *John Rawdon*, upon Truſt to ſupport the contingent Remainders therein-after limited; with Remainder to the Firſt and other Sons of the ſaid *John Rawdon* ſucceſſively, according to the Priority of their Births in Tail Male; with Remainder to the Teſtator's Nephew the Honourable *George Rawdon* during his natural Life; with Remainder to the ſame Truſtees during his natural Life, upon Truſt to ſupport the contingent Remainders; with Remainder to the Firſt and other Sons of the ſaid *George Rawdon* ſucceſſively, according to the Priority of their Births in Tail Male; and for Default of ſuch Iſſue of the Body of the ſaid *George Rawdon*, then to the Teſtator's own right Heirs for ever: And whereas the ſaid *Francis* Earl of *Huntingdon* departed this Life at the Time herein-before mentioned, and without having altered or revoked his ſaid Will, except as to the Manors and Hereditaments comprized in the ſaid herein-before in Part recited Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Twenty-ſixth and Twenty-ſeventh Days of *May* in the Year One thouſand ſeven hundred and eighty-eight, leaving the ſaid *Elizabeth* Counteſs Dowager of *Moira* his Siſter and Heir at Law;

and

and the said *Elizabeth* Countess Dowager of *Moira* has since departed this Life, leaving the said *Francis* Earl of *Moira* her Heir at Law, and also Heir at Law of the said *Francis* Earl of *Huntingdon* the Testator: And whereas the said *Francis* Earl of *Moira* has One Son only, namely, *George Augustus Francis* commonly called *Baron Hungerford*, born the Fourth Day of *February* One thousand eight hundred and eight, and the said *Francis* Earl of *Moira* hath not any other Son: And whereas the said *John Rawdon* hath departed this Life without Issue Male, and the said *George Rawdon* hath also departed this Life without Issue Male: And whereas by Indenture bearing Date on or about the First Day of *February* in the Year One thousand eight hundred and eleven, being the Indenture herein-before mentioned or referred unto, and made or expressed to be made between the said *Samuel Jones*, *William Jones*, and *William Fox*, of the First Part; the said *John Evans* and *John Claridge* of the Second Part; the said *Francis* Earl of *Moira* of the Third Part; and the said *Thomas Bartrum* of the Fourth Part; and another Indenture bearing Date on or about the Second Day of *February* One thousand eight hundred and eleven, and made or expressed to be made between the said *Thomas Coutts* of the First Part; the said *Francis* Earl of *Moira* of the Second Part; the said *John Evans* and *John Claridge* of the Third Part; and the said *Thomas Bartrum* of the Fourth Part; and another Indenture bearing Date on or about the Second Day of *February* One thousand eight hundred and eleven, and made or expressed to be made between the said *William Collins Jackson* of the First Part; the said *Francis* Earl of *Moira* of the Second Part; the said *John Evans* and *John Claridge* of the Third Part; and the said *Thomas Bartrum* of the Fourth Part; the Residue of the said Term of One thousand Years in the Hereditaments comprized in the Second Schedule to this Act annexed, was assigned to the said *Thomas Bartrum*, in Trust to attend the Inheritance of the same Hereditaments: And whereas the said *Francis* Earl of *Moira*, or the said *John Evans* his Trustee, is by the Means aforesaid, or otherwise now seised in Fee of the Honor, Manor, or Lordship of *Melbourne*, and Estates situate in *Melbourne* aforesaid, and comprized in the Second Schedule to this Act annexed, and which were formerly Part of the Estates comprized in the herein-before in Part recited Indentures, bearing Date respectively on or about the Twenty-sixth and Twenty-seventh Days of *May* One thousand seven hundred and eighty-eight, and in the said First Schedule to the said recited Act: And whereas divers Messuages, Farms, Lands, and Hereditaments situate in the Parish of *Ashby-de-la-Zouch* in the County of *Leicester*, and described in the First Schedule to this Act annexed, are Part of the Hereditaments which were comprized in and settled by the said Will of the said *Francis* Earl of *Huntingdon* deceased, or which by Allotment, Exchange, or otherwise are become subject to the Uses and Trusts limited by that Will of the Manors and Hereditaments devised by that Will, and of which the Testator *Francis* Earl of *Huntingdon* was seised at the Date of his Will, and at his Death: And whereas the said Honor, Manor, or Lordship of *Melbourne*, Messuages, Farms, Lands, and Hereditaments situate in *Melbourne*, and comprized in the said Second Schedule to this Act annexed, adjoin to and are particularly convenient and eligible to be annexed to the Estates in *Donnington* (being Part of the Estates now held subject to the Uses of the herein-before in Part recited Indentures of Lease and Release, bearing Date respectively on or about the Twenty-sixth and Twenty-seventh Days of *May* One thousand seven hundred and eighty-eight)

Death of the Countess Dowager of Moira, recited.

eight) and the Caſtle of *Donnington* is Part of the Property ſo remaining ſubject to the Uſes and Limitations of that Settlement, and the ſaid Caſtle is the principal Reſidence in *England* of the ſaid *Francis* Earl of *Moira*, and it is deſirable that the ſaid Honor, Manor, or Lordſhip of *Melbourne*, and the ſaid Eſtates in *Melbourne*, ſhould be ſettled in a Courſe of Limitation to be enjoyed by the ſame Perſons as the ſaid Eſtates and Caſtle of *Donnington*, and it would be greatly for the Benefit of the ſaid *Francis* Earl of *Moira* and his Family, that Part of the Eſtates ſituate in *Aſhby-de-la-Zouch* aforeſaid, ſhould be exchanged for the ſaid Honor, Manor, or Lordſhip of *Melbourne*, Farms and Eſtates of the ſaid *Francis* Earl of *Moira*, and *John Evans* as his Truſtee, ſituate in *Melbourne* aforeſaid, and being of equal or greater Value: And whereas the Hereditaments comprized in the ſaid Second Schedule to this Act annexed, are of greater Value than the Hereditaments comprized in the ſaid Firſt Schedule to this Act annexed: And whereas the ſaid *Francis* Earl of *Moira* on his own Behalf, and on the Behalf of and as the Guardian of his Infant Son, is deſirous that ſuch Exchange ſhould be made; but as ſuch Exchange cannot be accompliſhed without the Aid and Authority of Parliament: Wherefore Your Majeſty's moſt dutiful and loyal Subject the ſaid *Francis* Earl of *Moira*, on Behalf of himſelf and of his ſaid Infant Son, moſt humbly prays 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, all ſuch and ſo many and ſuch Parts of the Meſſuages, Farms, Lands, Tenements, and Hereditaments comprized in or deviſed by the ſaid Will of the ſaid *Francis* Earl of *Huntingdon*, as are mentioned and enumerated in the Firſt Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits of all and ſingular the ſame Premiſes, ſhall be veſted in and ſettled upon the ſaid *John Evans*, his Heirs and Aſſigns, to hold to the ſaid *John Evans*, his Heirs and Aſſigns, to the Uſe of the ſaid *John Evans*, his Heirs and Aſſigns for ever, diſcharged of and from all the Uſes, Eſtates, Truſts, Powers, Proviſoes, Limitations, Remainders, Charges, Declarations, and Agreements by the ſaid Will of the ſaid *Francis* Earl of *Huntingdon*, limited, expreſſed, and declared of and concerning the ſame Hereditaments; and ſuch Hereditaments ſhall be in lieu of and in Exchange for the Honor, Manor, or Lordſhip, Farms, Lands, and Hereditaments mentioned in the Second Schedule to this Act annexed, and hereby veſted in the ſaid Sir *Thomas Sutton* and *William Adam*, their Heirs and Aſſigns, to the Uſes, upon the Truſts and for the Ends, Intents, and Purpoſes herein-after limited, expreſſed, and declared of and concerning the ſame Hereditaments; but nevertheleſs the ſaid *John Evans*, his Heirs and Aſſigns, ſhall ſtand ſeiſed and poſſeſſed of all and ſingular the ſame Hereditaments mentioned and comprized in the Firſt Schedule to this Act annexed, with the Appurtenances upon, for, and ſubject to the ſame or the like Truſts, Ends, Intents, and Purpoſes, and with the ſame or the like Powers and Authorities as he the ſaid *John Evans*, immediately before the paſſing of this Act held, or in caſe this Act had not paſſed, would have held all and ſingular the Honor, Manor, or Lordſhip, Lands, Farms, and Hereditaments mentioned and comprized in the ſaid Second Schedule to this Act annexed, or as near thereto as Circumſtances will admit.

Eſtates comprized in the Firſt Schedule veſted in John Evans.

Eſtates comprized in the Second Schedule veſted in Sir Thomas Sutton and William Adam.

II. And

The Uſes of the Eſtates veſted in Sir Thomas Sutton and William Adam.

II. And be it further enacted, That from and immediately after the paſſing of this Act, all and ſingular the Honor, Manor, or Lordſhip, Farms, Lands, and Hereditaments mentioned and enumerated in the Second Schedule to this Act annexed, together with their Rights, Royalties, Members, Eaſements, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits of all and ſingular the ſame Honor, Manor, or Lordſhip, Farms, Lands, and Hereditaments, ſhall be abſolutely freed and diſcharged of and from all the Eſtate, Right, Title, Intereſt, Claim, and Demand of him the ſaid *Francis* Earl of *Moira*, and of the ſaid *John Evans* and *Thomas Bartrum* reſpectively, as his Truſtees in the ſame Honor, Manor, or Lordſhip, Farms and Hereditaments reſpectively, and be veſted in and ſettled upon the ſaid Sir *Thomas Sutton* and *William Adam*, to hold to them and their Heirs to and for ſuch Uſes and Eſtates, and under and ſubject to ſuch Charges, Powers, Proviſoes, Declarations, and Agreements, as under or by virtue of the ſaid recited Will of the ſaid *Francis* Earl of *Huntingdon* would have been ſubſiſting of and concerning the ſaid Farms, Lands, and Hereditaments comprized in the Firſt Schedule to this Act annexed, in caſe this Act had not paſſed, or as near thereto as may be, and the Deaths of Parties and other Circumſtances will admit, and in lieu of and in Exchange for the Farms, Lands, and Hereditaments comprized in the Firſt Schedule to this Act annexed.

Eviction.

III. And be it further enacted, That if any of the Honor, Manor, or Lordſhip, Farms, Lands, Tenements, or Hereditaments reſpectively herein-before veſted or ſettled as aforeſaid, or any Part or Parts thereof reſpectively, ſhall at any Time or Times hereafter be lawfully evicted or taken away out of the Poſſeſſion of the Perſon or Perſons, his or their reſpective Heirs, Iſſue, or Aſſigns, in or upon whom, or to whoſe Uſe the ſame Premiſes are or ought to be by or by Means of this Act reſpectively veſted, ſettled, and limited by any Right or Title precedent to the paſſing of this Act, then and from thenceforth it ſhall and may be lawful to and for all and every Perſon and Perſons, and his or their Heirs or Aſſigns, out of whoſe Poſſeſſion ſuch Premiſes ſhall be ſo lawfully evicted and taken away, from and immediately after ſuch Eviction or taking away of the Poſſeſſion of the ſaid Premiſes reſpectively, or any Part thereof as aforeſaid, to enter into the Hereditaments reſpectively hereby veſted and ſettled in lieu of and in Exchange for the ſaid Hereditaments which ſhall be ſo lawfully evicted and taken away, and the ſame to have, hold, and enjoy again as in his, her, or their firſt and former Eſtate; any Thing in this Act contained to the contrary thereof in anywiſe notwithſtanding.

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, his, her, and their Heirs, Succeſſors, Executors, Adminiſtrators, and Aſſigns, (other than and except to the ſaid *Francis* Earl of *Moira*, and to the ſaid *John Evans* and *Thomas Bartrum* as Truſtees for the ſaid *Francis* Earl of *Moira*, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, and the Firſt and other Sons of the ſaid *Francis* Earl of *Moira*, and the Heirs Male of the reſpective Bodies of the ſame Sons, and to the right Heirs of the ſaid *Francis* Earl of *Huntingdon*), all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand of, in, to, or out of the Hereditaments mentioned in the ſaid ſeveral Schedules

to this Act annexed, or any of the same Hereditaments, or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

Act to be printed by the King's Printers.

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

The First SCHEDULE to which this Act refers.

Particular, Rental, and Valuation of the Estate of Ashby-de-la-Zouch.

Page in Survey Book.	Now or late in the respective Tenures or Occupation of the undermentioned Persons, their Undertenants or Assigns.	DESCRIPTION of PREMISES.	TENURE of HOLDINGS.	Quantity. A. R. P.	Rents. £ s. d.	Valuation. £ s. d.
2	Abney, Mary	Messuage, Stable, Outbuildings, and Land	At Will from Lady-day	4 0 30	12 12 —	12 12 —
178	Ayre, Samuel	Several Parcels of Land	At Will from Lady-day	3 1 30	8 10 —	8 10 —
15	Brewin, Edward	Several Parcels of Land	At Will from Lady-day	6 0 0	13 — —	13 — —
14	Brewin, Thomas	Buildings and Lands	At Will from Lady-day	12 3 4	30 — —	30 — —
24	Brewin, John	Messuage and Garden	At Will from Lady-day	0 0 4	— 15 —	— 15 —
50	Dewis, Benjamin	Gardens and Lands	At Will from Lady-day	13 0 12	35 — —	35 — —
51	Dale, Thomas	Several Parcels of Land	At Will from Lady-day	3 3 36	8 8 —	8 8 —
	Farmer, Thomas (last Occupier)	The Scite of a Messuage, Yards, & Premises in the Market Place	At Will from Lady-day	0 2 0	5 — —	5 — —
77	Gaudin, John (late J. Handley)	Several Parcels of Land	At Will from Lady-day	8 2 28	20 — —	20 — —
84	Hatton, Thomas	Several Parcels of Land	At Will from Lady-day	1 3 20	4 — —	4 — —
85	Hudson, Ralph	Messuages, Barns, Stables, Outbuildings, and several Parcels of Land	At Will from Lady-day	74 0 26	120 — —	120 — —
86, 234	Hopkinson, James	Several Parcels of Land	At Will from Lady-day	16 0 6	46 — —	46 — —
69, 98	Ingle, William	Messuage near the Meeting House, late in the Occupation of Noah Dunn, and several Parcels of Land, together with Gardens and Land near the Railway	At Will from Lady-day	8 0 37	17 10 —	17 10 —
101	Ison, Joseph, or Thos.	Several Parcels of Land	At Will from Lady-day	5 3 8	16 — —	16 — —
246	Jewsbury, Thomas (late Wilkes)	The Scite of a Cottage and Garden on the Tamworth Road, near the Cotton Mill, late in the Occupation of Samuel Allcock, or Simpson, and several Parcels of Land	At Will from Lady-day	4 1 0	14 — —	14 — —
137	Molladay, John	Several Parcels of Land	At Will from Lady-day	5 2 27	11 — —	11 — —
155	Moira, the Earl of, or his Undertenants	Two Parcels of Land adjoining the Burton Road, and Lands near the Railway	In Earl Moira's Possession	13 2 12	20 — —	20 — —
146	Orchard, Robert	Several Parcels of Land	At Will from Lady-day	7 0 30	16 — —	16 — —
148	Overseers of Ashby	Messuage and Garden in the Occupation of Widow Villiers	At Will from Lady-day	0 0 5	— 10 —	— 10 —
154	Pilkington Middlemore Clarke	Two Messuages, with Barns, Stables, and other Outbuildings, and several Parcels of Land	At Will from Lady-day	293 2 38	350 — —	350 — —
160	Piddocke, Leonard	Several Parcels of Land	At Will from Lady-day	6 2 39	16 — —	16 — —
171	Rice, Joseph	Lands called Goose Pen, Close Gardens, and other Parcels of Land	At Will from Lady-day	16 3 32	28 — —	28 — —
176	Roe, Sarah	Several Parcels of Land	At Will from Lady-day	3 2 21	8 10 —	8 10 —
184	Ragg, Elizabeth	Messuage, Stable, Outbuildings, and Lands	At Will from Lady-day	0 0 37	1 — —	1 — —
196	Sharpe, Jane	Several Parcels of Land	At Will from Lady-day	4 2 4	14 — —	14 — —
202	Springthorpe, Matilda	Several Parcels of Land	At Will from Lady-day	4 2 21	10 — —	10 — —
204	Snelson, Joseph	Several Parcels of Land	At Will from Lady-day	4 1 9	13 — —	13 — —
206	Supervisor and Excise-man	Several Parcels of Land	At Will from Lady-day	7 2 8	15 — —	15 — —
212	Stamford, Samuel (late James)	Messuage, Stable, Outbuildings and Lands	At Will from Lady-day	0 0 13	— 15 —	— 15 —
219	Timms, Samuel	Several Parcels of Land	At Will from Lady-day	4 2 39	12 — —	12 — —
223	Toone, Edward	Messuage and Lands	At Will from Lady-day	0 0 7	2 — —	2 — —
69	Wellings, William (late Green)	Gardens and Lands, near the Railway	At Will from Lady-day	1 0 0	3 — —	3 — —
157	Webster, Samuel	Gardens and Lands	At Will from Lady-day	0 1 20	2 — —	2 — —
219	Wilkins, William	Lands	At Will from Lady-day	6 0 30	12 — —	12 — —
232	Wilson, Samuel	Brick-kiln and Lands	At Will from Lady-day	5 1 5	7 10 —	7 10 —
235	Wiltshire, William	Messuage, Buildings, and Lands	At Will from Lady-day	0 2 39	1 10 —	1 10 —
244	Wilkins, Charles	Messuage, Stable, Outbuildings, and Land	At Will from Lady day	3 0 38	10 — —	10 — —
245	Westley's Society, or Samuel Clarke	Messuage, Yards, Gardens, and Premises	On Lease	0 0 38	— 7 —	— 7 —
			A.	553 2 33	£904 17 0	£904 17 0

John Iveson.
T. Illsley.

The Second SCHEDULE to which this Act refers.

The Honour, Manor, or Lordſhip of Melbourne, in the County of Derby, with the Rights, Members, and Appurtenances thereto.

Particular, Rental, and Valuation of the Melbourne Eſtate.

Now or late in the reſpective Tenures or Occupations of the under-mentioned Perſons, their Under-tenants or Aſſigns.	DESCRIPTION of PREMISES.	TENURE of HOLDINGS.	Quantity.	Rent.	Valuation.
			A. R. P.	£ s. d.	£ s. d.
The Manor of Melbourne, producing on an Annual Average in Quit Rents, Fines from Copyholds, &c. - - - -			- - -	23 18 10	23 18 10
Briggs, John -	Several Parcels of Land -	At Will from Lady-day	36 2 0	94 10 —	94 10 —
Carter, William -	Do. -	Do.	57 1 0	142 — —	142 — —
Cantrell, George -	Lands called Little Wiggs -	Do.	2 2 30	4 — —	4 — —
Drake, Joſhua -	Lands called Beech Pool Mead	Do.	8 1 0	18 4 —	18 4 —
Dexter, William -	Two Parcels of Land -	Do.	7 1 34	20 — —	20 — —
Dunnicliffe, William -	Several Parcels of Land -	Do.	59 3 33	120 — —	120 — —
Dexter, Gregory, and Cluer	Lands called Great Mead -	Do.	10 1 21	15 — —	15 — —
Earp, Joſeph -	Lands called Great Mead, Lords Ground, and Wiggs -	Do.	24 0 24	42 — —	42 — —
Earp, John - -	Several Parcels of Land -	Do.	51 0 26	84 — —	84 — —
Garton, John -	Two Parcels of Land -	Do.	11 1 20	21 — —	21 — —
Griffiths, and others -	Meeting Houſe and Yard -	On Leaſe	0 1 7	— 7 —	— 7 —
Illſley, Henry -	Several Parcels of Land -	At Will from Lady-day	7 3 18	12 — —	12 — —
Moira, the Earl of -	Several Parcels of Land -	In Earl Moira's Poſſeſſion	71 0 18	143 — —	143 — —
Moſs, Joſeph -	School Houſe and Land -	At Will from Lady-day	8 1 14	22 — —	22 — —
Pym, Elizabeth, and John Bates - -	Lands called Frog Hole -	Do.	1 3 6	4 — —	4 — —
Robinſon, Francis -	Sundry Parcels of Land -	Do.	39 1 10	118 — —	118 — —
Tomkinſon, Dunnicliffe, Cantrell, and Calladine	Lands called Great Mead -	Do.	10 0 27	16 — —	16 — —
Taylor, William -	Lands called Hay Meadow -	Do.	8 2 18	33 — —	33 — —
Wright, John -	Two Parcels of Land -	Do.	25 1 39	65 — —	65 — —
Ward, John - -	Lands called Beach Pool Mead	Do.	3 3 16	6 — —	6 — —
		A.	446 — 1	1,003 19 10	1,003 19 10
The Fee Farm Rent to Mrs. Finch - - -	£59 5 3½				
Land Tax allowed - - -	13 11 4		- -	45 13 11½	45 13 11½
		£		958 5 10½	958 5 10½

John Iveſon.
T. Illſley.

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