ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 106.

An Act for veſting the legal Fee of certain Eſtates deviſed by the Will of the Right Honourable *Richard* late Lord *Penrhyn*, and now veſted in *William Norris* Eſquire, in *William Le Blanc* and his Heirs, upon the Truſts ſubſiſting or capable of taking Effect in the ſaid Eſtates. [18th *May* 1810.]

11 & 12 May 1767. Settlement on the Marriage of Richard Pennant Eſq. with Ann Suſanna his Wife.

WHEREAS by Indentures of Leaſe and of Releaſe and Settlement, bearing Date reſpectively on or about the Eleventh and Twelfth Days of *May* One thouſand ſeven hundred and ſixty-ſeven, the Releaſe and Settlement being made between *John Pennant* Eſquire, and *Richard Pennant* Eſquire, and *Ann Suſanna* his Wife, the Daughter and only Child of the Honourable *Hugh Warburton* a Lieutenant General of His Majeſty's Forces, of the Firſt Part; the ſaid *Hugh Warburton*, of the Second Part; Sir *Peter Warburton* Baronet and *George Leyceſter* Eſquire, of the Third Part; and *Henry Pennant* of *Grantham* and *Henry Dawkins* Eſquires, of the Fourth Part; the Manor and Capital Meſſuage of *Winnington* and ſeveral other Hereditaments at *Winnington*, in the ſaid County of *Cheſter*, were conveyed and ſettled to the Uſe of the ſaid Sir *Peter Warburton* and *George Leyceſter*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Ninety-nine Years, upon certain Truſts, for ſecuring to the ſaid *Ann Suſanna Pennant*, during the joint Lives of her

and the ſaid *Richard Pennant*, the yearly Sum of Two hundred Pounds for her ſeparate Uſe in the Nature of Pin Money; and after the Expiration of the ſaid Term of Ninety-nine Years, to the Uſe of the ſaid *Richard Pennant* for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid *Henry Pennant* and *Henry Dawkins*, their Heirs and Aſſigns, during the Life of the ſaid *Richard Pennant*, in Truſt to preſerve the Contingent Remainders therein-after limited; and after the Deceaſe of the ſaid *Richard Pennant* to the Uſe of the ſaid *Ann Suſanna* the Wife of the ſaid *Richard Pennant*, for her Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid *Henry Pennant* and *Henry Dawkins* and their Heirs, during the Life of the ſaid *Ann Suſanna Pennant*, in Truſt to preſerve the Contingent Remainders therein-after limited; and after her Deceaſe, to the Uſe of the Firſt and every other Son of the ſaid *Richard Pennant* by the ſaid *Ann Suſanna Pennant* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue to the Uſe of the ſaid *Richard Pennant*, his Heirs and Aſſigns: And whereas the ſaid *Richard Pennant* was created Baron *Penrhyn*, of the County of *Louth*, in the Kingdom of *Ireland*: And whereas there was no Iſſue of the ſaid *Richard* Baron *Penrhyn* by the ſaid *Ann Suſanna* Baroneſs *Penrhyn* his Wife: And whereas the ſaid *Richard* Lord *Penrhyn*, by his laſt Will and Teſtament, bearing Date on or about the Twenty-firſt Day of *April* One thouſand eight hundred and ſix, deviſed all his ſaid Manor and capital Meſſuage of *Winnington*, and all other his Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances, ſituate in the ſaid County of *Cheſter* (ſubject to ſuch Eſtate and Intereſt as his Wife was entitled to therein by virtue of their Marriage Settlement), to the Uſe of his Wife for her Life, with Remainder to the Uſe of his Kinſman, *George Hay Dawkins* (now *George Hay Dawkins Pennant*) the Second Son of his the Teſtator's Couſin *Henry Dawkins*, of *Standlynch*, in the County of *Wilts*, Eſquire, his Heirs and Aſſigns, ſubject to a Proviſo, requiring the ſaid *George Hay Dawkins*, within the Time therein mentioned, to take upon him and uſe the Surname of *Pennant*, in Addition to his own Name of *Dawkins*, and to quarter the Arms of *Pennant* with his own Family Arms, and to take ſuch Means as therein mentioned to enable him ſo to do: And whereas the ſaid *Richard* Lord *Penrhyn* departed this Life without revoking or altering his ſaid Will: And whereas the ſaid *George Hay Dawkins*, within the Time limited by the Will of the ſaid *Richard* Lord *Penrhyn*, obtained a Licence from the Crown to enable him to take and bear the Surname and uſe the Arms of *Pennant*; and within Six Months from the Deceaſe of the ſaid *Richard* Lord *Penrhyn*, the ſaid *George Hay Dawkins* took upon him and uſed the Surname of *Pennant*, in Addition to his own Surname of *Dawkins*, and quartered the Arms of *Pennant* with his own Family Arms, and hath continued to uſe the ſaid Surname and quarter the ſaid Arms accordingly from that Time till the preſent: And whereas at the Time of the Deceaſe of the ſaid *Richard* Lord *Penrhyn*, the ſaid Manor, Capital Meſſuage, and other Hereditaments of and in *Winnington* aforeſaid, were ſubject to a Mortgage in Fee made of the ſame, by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Third and Fourth Days of *March* One thouſand ſeven hundred and ſixty-ſix, the Releaſe being made or expreſſed to be made between the ſaid *Hugh Warburton*, of the Firſt Part, the ſaid *John Pennant* and *Richard Pennant*, afterwards Lord *Penrhyn*, then *Richard Pennant* Eſquire, of the Second Part, and *Samuel Savage*, of *Brook Street*, in the

The ſaid Richard Pennant created Lord Penrhyn.

No Iſſue of the Marriage.

21 April 1806. Will of Lord Penrhyn.

Death of Lord Penrhyn.

Licence to Mr. Dawkins to take the Name of Pennant.

At Lord Penrhyn's Death the Winnington Eſtate was ſubject to a Mortgage in Fee to Samuel Savage Eſquire, under Deeds dated 3d and 4th March 1766.

Pariſh of *St. George, Hanover Square*, in the County of *Middleſex*, Eſquire, of the Third Part, whereby the ſaid Manor, Capital Meſſuage, and other Hereditaments were conveyed by the ſaid *Hugh Warburton* unto and to the Uſe of the ſaid *Samuel Savage*, his Heirs and Aſſigns for ever, by way of Mortgage, for ſecuring to him the ſaid *Samuel Savage*, his Executors, Adminiſtrators and Aſſigns, the Sum of Eight thouſand Pounds, with lawful Intereſt: And whereas the ſaid *Samuel Savage*, by his Will dated the Twenty-fifth Day of *January* One thouſand ſeven hundred and ſeventy two, after certain Deviſes and Bequeſts, gave and deviſed all the Reſt, Reſidue, and Remainder of his Eſtate and Effects, of what Nature or Kind ſoever and whatſoever, unto his Nephew *John Norris*, and *Thomas Douglas*, Gentleman, their Heirs, Executors, Adminiſtrators, and Aſſigns, equally to be divided between them; and the ſaid Teſtator appointed the ſaid *John Norris* and *Thomas Douglas*, together with *Stephen Peter Godin*, Executors of his ſaid Will: And whereas the ſaid *Samuel Savage* died in or about the Month of *September* One thouſand ſeven hundred and ſeventy-two, without having revoked or altered his ſaid Will, and the ſame was duly proved by the ſaid *John Norris* and *Thomas Douglas* in the Prerogative Court of the Archbiſhop of *Canterbury*: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the Second or Third Days of *Auguſt* One thouſand ſeven hundred and eighty four, the Releaſe being made or expreſſed to be made between the ſaid *Thomas Douglas*, of the Firſt Part, the ſaid *John Norris*, of the Second Part, and *Henry Wilmot* Eſquire, of the Third Part, reciting that, Five hundred Pounds, Part of the aforeſaid Sum of Eight thouſand Pounds, had been paid to and received by the ſaid *Thomas Douglas* and *John Norris* ſince the Death of the ſaid *Samuel Savage*; but that Seven thouſand five hundred Pounds, Reſidue of the ſaid Eight thouſand Pounds, were ſtill due upon the ſaid Security, together with One hundred and fifty eight Pounds Six Shillings and One Penny, Intereſt, making in the whole Seven thouſand ſix hundred and fifty-eight Pounds Six Shillings and One Penny, it was and is witneſſed, that in Conſideration of Three thouſand eight hundred and twenty-nine Pounds Three Shillings and One Halfpenny to the ſaid *Thomas Douglas*, paid by the ſaid *John Norris*, they the ſaid *Thomas Douglas* and *John Norris* (according to their reſpective Eſtates and Intereſts therein,) did grant and releaſe unto the ſaid *Henry Wilmot* and his Heirs, the ſaid Manor or Lordſhip, and other Hereditaments compriſed in the ſaid Indentures of the Third and Fourth Days of *March* One thouſand ſeven hundred and ſixty ſix, with their Rights, Members, and Appurtenances, to hold the ſame unto the ſaid *Henry Wilmot*, his Heirs and Aſſigns, to the Uſe of the ſaid *John Norris*, his Heirs and Aſſigns for ever, ſubject nevertheleſs to Redemption, on Payment of Seven thouſand five hundred Pounds, and the Intereſt thereof, to him the ſaid *John Norris*, his Executors, Adminiſtrators, and Aſſigns: And whereas the ſaid *John Norris* did duly make and publiſh his laſt Will and Teſtament in Writing bearing Date the Twelfth Day of *May* One thouſand ſeven hundred and eighty four, but did not thereby diſpoſe of the legal Fee which became veſted in him as aforeſaid, of and in the ſaid Manor and other Hereditaments in the ſaid County of *Cheſter*: And with regard to all the Reſt, Reſidue, and Remainder of his Perſonal Eſtate and Effects, of what Nature or Kind ſoever, and whereſoever not thereinbefore otherwiſe by him given or ſpecifically diſpoſed of (ſubject to and after Payment of all his Debts and Funeral Expences, and his ſeveral Legacies and Bequeſts) he gave and bequeathed the ſame, and every

25th January 1772. Will of Samuel Savage.

Death of Samuel Savage.

Probate of his Will.

2d and 3d Auguſt 1784. Transfer of the Mortgage to John Norris, Eſq.

12th May 1784. Will of John Norris.

Part

Part thereof, unto Sir *John Dashwood King* Baronet, *Thomas Douglas*, *Henry Wilmot* and *John Keysall*, their Executors, Administrators, and Assigns, upon certain Trusts therein expressed; and he appointed the said Sir *John Dashwood King*, *Thomas Douglas*, *Henry Wilmot*, and *John Keysall*, Executors of his said Will: And whereas the said *John Norris* departed this Life without having in anywise altered his said recited Will, and the said Sir *John Dashwood King*, *Thomas Douglas*, *Henry Wilmot*, and *John Keysall*, duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the legal Fee of the said Manor or Lordship, and other Hereditaments comprized in the said recited Indentures of the Third and Fourth Days of *March* One thousand seven hundred and sixty-six, and which so became vested in the said *John Norris* as herein-before is mentioned, descended on the Decease of the said *John Norris* to *James Norris* of the City of *Norwich*, Esquire, the Cousin and Heir at Law of the said *John Norris*: And whereas the said *James Norris* intermarried with *Rebecca Bayles* on or about the Twenty-third Day of *August* One thousand seven hundred and forty-four, and had Issue One Child only, namely *Susannah Norris*, who died in the Life-time of the said *James Norris* without having been ever married; and the said *James Norris* departed this Life without having had any other Issue; and at the Time of the Decease of the said *James Norris*, the Reverend *William Norris*, late of *Woodnorton*, in the County of *Norfolk*, Clerk, the Brother of the said *James Norris*, was the Heir at Law of him the said *James Norris*: And whereas the said *William Norris* departed this Life in or about the Month of *August* One thousand seven hundred and ninety-eight, leaving *William Norris* of *Woodnorton* aforesaid, Esquire, his eldest Son and Heir at Law; and thereupon the legal Fee of and in the same Manor and other Hereditaments descended to the said last named *William Norris*, subject to Redemption on Payment of the said Sum of Seven thousand five hundred Pounds, and the Interest thereof, to the Personal Representatives of the said *John Norris*: And whereas the said Sir *John Dashwood King*, *Thomas Douglas*, and *Henry Wilmot*, having departed this Life in the Life-time of the said *John Keysall*, he the said *John Keysall* became the Personal Representative of the said *John Norris*, and entitled as such to receive the said Sum of Seven thousand five hundred Pounds, and the Interest thereof: And whereas by Indentures of Lease and Release, bearing Date respectively the Thirty-first Day of *July* and the First Day of *August* One thousand eight hundred and nine, and made or expressed to be made between the Right Honourable *Ellen* Countess Dowager of *Conyngham* by the Description of the only Child of *Solomon Merrit* by *Ellen* his Wife, who was the Sister and Heiress at Law of the said *Samuel Savage* of the First Part; the said *John Keysall* of the Second Part; the said *Ann Susanna* Lady Dowager *Penrhyn*, and *George Hay Dawkin Pennant* of the Third Part; *Henry Dawkins* the Younger, *Richard Dawkins* Esquire, the Reverend *Edward Dawkins* Clerk, and *John Dawkins* Esquire, of the Fourth Part; *Henry Dawkins* the Elder Esquire and *John Morant* Esquire, of the Fifth Part; Sir *John Thomas Stanley*, of *Alderley Park*, in the said County of *Chester*, Baronet, of the Sixth Part; and the Reverend *Oswald Leycester* Clerk, of the Seventh Part; for the Considerations mentioned in the said Indenture of Release, and particularly in Consideration of the Sum of Eight thousand and thirty-one Pounds to the said *John Keysall*,

Death of John Norris. His Executors proved the Will.

The legal Fee descended to James Norris.

Death of James Norris, the Reverend William Norris his Heir at Law.

Death of the Rev. William Norris; his Son, William Norris, Esq. his Heir at Law.

Deaths of Three of the Executors of John Norris the Survivor, entitled to the Mortgage Money.

31st July and 1st August 1809. Conveyance of the Winnington Estate to Sir John Thomas Stanley, Bart.

Keysall, paid by the said Sir *John Thomas Stanley*, at such Request, and by such Consent and Approbation as therein mentioned, in Discharge of the Principal Money and Interest due and owing to the said *John Keysall* on the Security of the said Indentures of the Third and Fourth Days of *March* One thousand seven hundred and sixty-six, the said Manor or Lordship of *Winnington*, with its Rights, Members, and Appurtenances, and divers Messuages, Lands, and Hereditaments therein particularly described, (being the greater Part of the Hereditaments comprized in the said Indentures of Lease and Release of the Third and Fourth Days of *March* One thousand seven hundred and sixty-six), were conveyed and assured by the said *Ann Susanna* Lady *Penrhyn* and *George Hay Dawkins Pennant*, and by their Direction to the Use of the said Sir *John Thomas Stanley*, his Heirs, Appointees, and Assigns: And whereas the legal Fee of all the Estates comprised in the said Indentures of the Third and Fourth Days of *March* One thousand seven hundred and sixty-six, is now vested in the said last named *William Norris*: And whereas the said last named *William Norris* labours under great mental Imbecility, and is incapable of executing any legal Conveyance, but hath not been found or declared a Lunatic or Idiot under any Commission, and no effectual Conveyance of the legal Fee of the said Estates can be obtained without the Aid or Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects the said *Ann Susanna* Lady Dowager *Penrhyn*, Sir *John Thomas Stanley*, and *George Hay Dawkins Pennant*, 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, the said Manor or Lordship, Capital Messuage and Mansion House, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises comprised in the said Indentures of the Third and Fourth Days of *March* One thousand seven hundred and sixty-six, or which by virtue of the said Indentures, or otherwise, became vested in the said *William Norris* as Mortgagee in Trust for the Personal Representatives of the said *John Norris* as herein-before is mentioned, with their Rights, Members, and Appurtenances, shall be, and the same are hereby from thenceforth vested in *William Le Blanc* of *New Bridge Street* in the City of *London* Gentleman, his Heirs and Assigns, upon the Trusts upon which, if this present Act had not passed, the same would now be vested in the said *William Norris*.

The legal Fee now vested in William Norris, Esq.

The said William Norris incapable of executing a Conveyance.

The Manor of Winnington and other Hereditaments comprised in the Deeds of 3d and 4th March 1766, vested in William Le Blanc and his Heirs, upon the same Trusts as in the said William Norris.

II. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Person or Persons, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *William Norris*, his Heirs and Assigns), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Manor or Lordship and other Hereditaments comprised in the said Indentures of the Third and Fourth Days of *March* One thousand seven hundred and sixty-six, and so vested in the said *William Norris* as aforesaid, as they, every or any of them had before the passing this Act, or could or might have had, held, enjoyed, or claimed, in case this Act had not been made.

Saving Clause.

Act printed by the King's Printer to be admitted in Evidence.

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

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1810.