ANNO QUADRAGESIMO SEXTO

GEORGII III. REGIS.

Cap. 82.

An Act for vesting Part of the Real Estates devised by the Will and Codicils of *Henry Lee Warner* Esquire, deceased, in new Trustees, during the Term of Five hundred Years, upon certain Trusts created by the said Will and Codicils; and for authorizing, under the Direction and with the Approbation of the High Court of Chancery, the Sale of Estates lately belonging to the said *Henry Lee Warner*, which are situated in the Counties of *Wilts*, *Somerset*, *Northampton*, and *Kent*, and in the City and County of the City of *Canterbury*; and for applying the clear Surplus of the Purchase Monies, under the Direction of the said Court, in the Payment of Debts and Incumbrances affecting the Real Estates late of the said *Henry Lee Warner*, or in the Purchase of Estates in the County of *Norfolk*, to be settled to the Uses of the Estates so sold. [20th *June* 1806.]

Will of Henry Lee Warner, Esq. dated 14th March 1776.

WHEREAS *Henry Lee Warner*, late of *Little Walsingham* in the County of *Norfolk*, Esquire, did, by his last Will and Testament in Writing, bearing Date on or about the Fourteenth Day of *March* which was in the Year of our Lord Christ One thousand seven hundred and seventy-six, and executed and attested in such Manner as is by Law required for rendering valid Devises of

Freehold Lands and Hereditaments, give and bequeath One Annuity or Yearly Rent-charge of One hundred Pounds of lawful Money of *Great Britain* unto his Niece *Ann Warner* (Daughter of his late Brother *Thomas Lee Warner*, deceased) now the Wife of *Thomas Bagge* Esquire, during her natural Life: And One Annuity or Yearly Rent-charge of Four hundred Pounds of like lawful Money, unto *Mary Pleasance* during her natural Life: And One Annuity or Yearly Rent-charge of Two hundred Pounds of like lawful Money, unto the Reverend *Richard Huntley*, (Son of the said Testator's Aunt *Huntley*,) during his natural Life, (which Two last-mentioned Annuities lapsed by the Death of the said *Mary Pleasance* and *Richard Huntley* in the Lifetime of the said Testator): And One Annuity or Yearly Rent-charge of Two hundred Pounds of like lawful Money, unto his Cousin *Daniel Henry Lee Warner*, therein described as *Daniel Henry Woodward*, (eldest Son of *Mary Woodward*, Daughter of the Testator's Aunt *Huntley*,) during his natural Life, (which last-mentioned Annuity is now extinguished): And One Annuity or Yearly Rent-charge of Four hundred Pounds of like lawful Money, unto the said *Mary Woodward*, during her natural Life, (which last-mentioned Annuity lapsed by the Death of the said *Mary Woodward* in the Lifetime of the said Testator): And the said Testator did direct, that the said several Annuities or Rent-charges should be payable by equal Quarterly Payments, and that the First Payment thereof should begin and be made within Three Calendar Months next after his Decease: And the said Testator did, by his said Will, give and bequeath One Annuity or Yearly Rent-charge of Two hundred Pounds, to be payable by Quarterly Payments to and equally divided between the Two younger Children of the said *Mary Woodward*; (that is to say), *Christopher Woodward*, (who is now living,) and *Mary Woodward*, afterwards *Mary Nicholl*, (who died in the Lifetime of the said Testator,) and the Survivor of them, for their Lives and the Life of the Survivor, the First of which Payments was by the said Will directed to begin and be made within Three Calendar Months next after the Decease of the said *Mary Woodward* their Mother: And the said Testator did, by his said Will, give and bequeath One Annuity or Yearly Rent-charge of Two hundred Pounds, to be payable by Quarterly Payments to and equally divided among the Child or Children (if more than One) of the said *Richard Huntley*, and to and among the Survivors of them, for their Lives and the Life of the Survivor of them, the First of which Payments is by the said Will directed to begin and be made within Three Calendar Months next after the Decease of the said *Richard Huntley* their Father: And the said Testator did, by his said Will, give and bequeath One Annuity or Yearly Rent-charge of Two hundred Pounds of like lawful Money unto *Henry Arnold* (Son of the said Testator's Aunt *Arnold*) during his natural Life, (which last-mentioned Annuity lapsed by the Death of the said *Henry Arnold* in the Lifetime of the said Testator): And the said Testator did, by his said Will, give and bequeath One Annuity or Yearly Rent-charge of Two hundred Pounds, to be paid by Quarterly Payments to and equally divided among all and every the Child and Children (if more than One) of the said *Henry Arnold*, for their Lives, and the Life of the Survivor of them, the First of which Payments is by the said Will directed to begin and be made within Three Calendar Months after the Death of their Father: And the said Testator did, by his said Will, give and bequeath One Annuity

of Five Pounds unto *Ann Layton*, (then late Servant of the Testator's Mother) for her Life: And an Annuity of Five Pounds unto *Margaret Codham*, Widow of *John Codham*, then late of *Little Walsingham* aforesaid, for her Life, (which two last-mentioned Annuities lapsed by the Death of the said *Ann Layton* and *Margaret Codham* in the Lifetime of the said Testator): And an Annuity of Five Pounds unto *Elizabeth Codham* (Daughter of the said *Margaret Codham*) for her Life, by Quarterly Payments, the First of which Payments is by the said Will directed to begin and be made within Three Months next after the Death of the said *Margaret Codham*: And the said Testator did, by his said Will, direct that all the said Annuities or Yearly Rent-charges should be issuing out of all and every his Messuages, Lands, and Tenements, situate, lying, and being in *Wormegay*, or Towns adjacent, in the said County of *Norfolk*, or situate, lying, and being in the several Counties of *Lincoln*, *Wilts*, *Somerset*, and *Kent*; and did give to the said Annuitants respectively the usual Power of Distress for enforcing the Payment of the said Annuities respectively, (all which Annuities bequeathed by the said Will are mentioned in the First Schedule to this Act): And the said Testator did, by his said Will, give and bequeath the Sum of Two thousand Pounds of lawful Money of *Great Britain* unto the said *Ann Bagge*, to be paid to her at her Age of Twenty-one Years, and the Sum of Two hundred Pounds of like lawful Money unto his Godson the Reverend *Henry Nicholas Astley* Clerk, (Son of Sir *Edward Astley* Baronet, deceased) and the Sum of One hundred Pounds unto his Cousin *Richard Milles*, of *North Elmham* in the said County of *Norfolk*, Esquire; and the like Sum of One hundred Pounds unto *Mary Elizabeth Milles*, (Daughter of the said *Richard Milles*, and now the Wife of the Right Honourable *Lewis Thomas* Lord *Sondes*): And the said Testator did, by his said Will, give and bequeath unto his Cousins *Mary Milles* and *John Milles* Esquire, (the Son and Daughter of *Mary Milles*, late of *Nackington* in the said County of *Kent*, Widow, deceased); and unto *Ruth Milles*, (Widow of the Testator's late Uncle *Charles Milles*), and to *Mary Milles*, Daughter of the said *Ruth Milles*, and to his the said Testator's Cousin *John Glasse*, (now Rector of *Pencombe* in the County of *Hereford*), and to *Samuel Glasse*, (now the Reverend Doctor *Samuel Glasse*, Rector of *Wanstead*, in the County of *Essex*), *George Henry Glasse* (by the Name of *Henry Glasse*, who was then, and is now, the only Son of the said Doctor *Samuel Glasse*); Mrs. *Cope*, Widow of the late Dean *Cope*, (afterwards the Wife and Widow of the Right Reverend *Charles Jackson*, late Lord Bishop of *Kildare*), and *Richard Jodrell* Esquire, the Sum of One hundred Pounds a-piece of like lawful Money: And the said Testator did, by his said Will, give and bequeath unto the Poor of the Parish of *Little Walsingham* aforesaid, the Sum of Ten Pounds, and unto the Poor of the Parish of *Hindon* in the said County of *Wilts*, the like Sum of Ten Pounds, to be paid to and distributed by and at the Discretion of the Churchwardens and Overseers of the Poor of the same Parishes respectively; all which said Legacies were, by the said Will, made payable within Twelve Months next after the Decease of the said Testator, (save and except the said Legacy to the said *Ann Bagge*, which was thereby made payable to her at her Age of Twenty-one Years, and save and except the said charitable Legacies, which were by the said Will made payable within One Month next after the Testator's Decease); and all

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which said Legacies (save and except the said Legacy to the said *Ann Bagge*), and the said charitable Legacies, have been assigned as herein-after mentioned: And the said Testator did, by his said Will, bequeath several other Legacies, which lapsed by the Death of the respective Legatees in his Lifetime; (that is to say), *Mary Woodward*, *Mary Nicholl*, *Henry Arnold*, Sir *Edward Astley* Baronet, *Mary Milles* late of *Nackington*, Dame *Ann Astley*, *Ann Stephens*, *Richard Huntley*, *Sarah Cole* and her Daughter, *William Lee*, *Samuel Wegg*, *Henry Stephens*, *Richard Jackson*, *Ann Brooks*, *John Barnwell*, *Gilbert Bouchery*, *Mary Pleasance*, and *James Codham*, (all which Legacies bequeathed by the said Will are mentioned in the Second Schedule to this Act): And the said Testator did, by his said Will, give and devise certain Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in *Great Walsingham* and *Little Walsingham*, or Towns adjacent, and *Hindringham*, in the said County of *Norfolk*, and in his said Will particularly mentioned; and also a certain Rent-charge, or Fee Farm Rent, issuing and payable out of the Lordship of *Peterborough*, and other Manors and Lands in the County of *Northampton*, unto the said *Mary Pleasance* during her natural Life; with Remainder to *Richard Jackson* Esquire, since deceased, and the said *Richard Jodrell*, and their Heirs, during the natural Life of the said *Mary Pleasance*, in trust to preserve the contingent Uses and Estates therein-after limited from being destroyed; with Remainder to the said *Mary Woodward* first above named, and her Assigns, during her natural Life; with Remainder to the said Trustees and their Heirs during the natural Life of the said *Mary Woodward* first above named, in trust to preserve the contingent Uses and Estates therein-after limited from being destroyed: And the said Testator did, by his said Will, give and devise all and singular his Manors, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the said Counties of *Norfolk*, *Wilts*, *Lincoln*, *Somerset*, and *Kent*, (except his capital Mansion House called *Walsingham Abbey*, with the Yards, Gardens, Buildings, and Plantations thereto belonging, then in his own Occupation, and except the several Estates in *Walsingham* and other Towns therein-before devised to the said *Mary Pleasance*), unto the said Sir *Edward Astley* and *Henry Stephens*, their Executors and Administrators, for and during the Term of Five hundred Years, to be computed from the Time of his the said Testator's Decease, upon the Trusts therein and herein-after mentioned: And the said Testator did, in and by his said Will, give and devise all and singular his several Manors, Rectories, Messuages, Lands, Tenements, Fee Farm Rents, Sheep-walks, and Hereditaments whatsoever in the Kingdom of *England*, in Possession, Reversion, Remainder, or Expectancy, (not therein-before devised,) from and immediately after his Decease, and also all his Messuages, Lands, Tenements, and Hereditaments therein-before devised or limited, from and immediately after the Determination of the several Estates and Terms therein-before given, devised, or limited thereof respectively, and subject thereto, and to the several Annuities therein-before given out of the same, unto his Brother *John Lee Warner* Esquire, and his Assigns, during his natural Life; with Remainder to the said *Richard Jackson* and *Richard Jodrell*, and their Heirs, during the natural Life of the said *John Lee Warner*, in trust to preserve the contingent Uses and Estates therein-after limited from being destroyed; with Remainder to the

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first and every other Son of the said *John Lee Warner*, severally and successively, according to the Priority of their Births, in Tail Male; with Remainder to the said *Daniel Henry Lee Warner* (in the said Will described as *Daniel Henry Woodward*, eldest Son of the said *Mary Woodward*, the Daughter of the Testator's Aunt *Huntley*), and his Assigns, during his natural Life; with Remainder to the said *Richard Jackson* and *Richard Jodrell*, and their Heirs, during the natural Life of the said *Daniel Henry Lee Warner*, in trust to preserve the contingent Uses and Estates therein-after limited from being destroyed; with Remainder to the Reverend *Daniel Henry Lee Warner* the younger (therein described as *Daniel Henry Woodward*, eldest Son of the said *Daniel Henry Lee Warner* above named), and his Assigns, during his natural Life; with Remainder to the said *Richard Jackson* and *Richard Jodrell*, and their Heirs, during the natural Life of the said *Daniel Henry Lee Warner* the younger, in trust to preserve the contingent Uses and Estates therein-after limited from being destroyed; with Remainder to the First and every other Son and Sons of the said *Daniel Henry Lee Warner* the younger, severally and successively, according to the Priority of their Births, in Tail Male; with Remainder to the Second and every other Son and Sons of the said *Daniel Henry Lee Warner* the Father, severally and successively, according to the Priority of their Births, in Tail Male; with divers Remainders over: And the said Testator did by his said Will declare and direct, that the said *Daniel Henry Lee Warner* the Father, and also the said *Christopher Woodward* (who is in the said Will named as a Person to take in Remainder after the said Estates Tail), and their several Sons, and all and every other Person or Persons to whom or for whose Use he the said Testator thereby devised his capital House and Manors, and their Issue, should, when and so often as they or any of them should respectively be in the Possession of the same, or entitled to the Rents and Profits thereof by virtue of the Limitations in the said Will, take upon him, her, and themselves, the Surnames of *Lee Warner* only, and endeavour to procure an Act of Parliament for changing his or their Names, and for him or her, and their Issue and Descendants, to take and use the Surnames of *Lee Warner*, and to use and bear the Arms of his the said Testator's Family: And the said Testator did by his said Will declare, that the said Term of Five hundred Years was limited to the said Sir *Edward Astley* and *Henry Stephens*, and their Executors and Administrators, upon the Trusts, and to the Intent that the said Sir *Edward Astley* and *Henry Stephens*, their Executors or Administrators, should, within the Space of One Year next after his the said Testator's Decease, by way of Mortgage and Demise of all or any Part of the said Manors, Messuages, Lands, Tenements, and Hereditaments comprised in the said Term for all or any Part of the same Term, raise and take up at Interest such Sum or Sums of Money as should be judged by them and his Executors, or the major Part of them, to be sufficient and necessary to discharge and pay all the just Debts that might be owing, either from his the said Testator's late Father deceased or himself, at the Time of his the said Testator's Decease, and the Legacies given in and by his said Father's Will, or his the said Testator's Will, which the Part of his the said Testator's Personal Estate therein-after given to his Executors for that Purpose should fall short and be deficient in paying: And the said Testator did by his said Will discharge all the Rest of his Estate

therein-before devised, not comprised in the said Term of Five hundred Years, and the Remainder of his Personal Estate, from the Payment of all his Father's Debts, and all the Legacies charged thereon by his said Father's Will, as well as from all his the said Testator's own Debts and Legacies, and did make the said Estates comprised in the said Five hundred Years Term only chargeable therewith: And the said Testator did by his said Will direct, that in case the said Sir *Edward Astley* and *Henry Stephens*, or their Executors or Administrators, should find it necessary to mortgage any Part of his Estates thereby devised to them, for raising Money for the Payment and Discharge of the Debts and Legacies of his Father or himself, that his the said Testator's Personal Estate therein-after given for that Purpose should fall short of paying, the Person or Persons who should lend any Sum or Sums of Money on Mortgage thereof should be fully discharged by the Payment of such Monies to the said Sir *Edward Astley* and *Henry Stephens*, their Executors or Administrators, or the Survivor of them, and that the Receipt or Receipts to be given for the same by them, or the Survivor of them, should fully and effectually discharge all such Person or Persons, and they should no ways be liable to see to the Application of the same: And the said Testator did by his said Will declare, that the Receipt or Receipts of his said Executors, or the major Part of them, to the said Sir *Edward Astley* and *Henry Stephens*, for such Sum and Sums of Money as they should borrow and take up at Interest by virtue of and under the said Term of Five hundred Years, should fully and effectually discharge them from the same, and that they should no ways be liable to see to the Application thereof: And the said Testator appointed the said *John Lee Warner*, *Daniel Henry Lee Warner* the Father, and *Richard Huntley*, Executors of his said last Will and Testament: And whereas the said *Henry Lee Warner* the Testator afterwards made a Codicil to his said Will, bearing Date on or about the Nineteenth Day of *March* in the said Year One thousand seven hundred and seventy-six, and executed and attested in such Manner as is by Law required for rendering valid Devises of Freehold Lands and Hereditaments, and thereby, after reciting that he was possessed of, interested in, or entitled to certain Leases for Years of divers Estates which lay convenient to or intermixed with or adjacent to his Freehold Estates in *Norfolk*, and other Counties, devised by his last Will and Testament, and were therefore fit to go along with the same, the said Testator did give, devise, and bequeath all and every his Leasehold Estates, of what Nature or Kind soever, and all his renewable and other Estate, Terms, and Interest therein (subject to the Rents therein respectively reserved), unto his said Executors, and the Survivors of them, and the Executors, Administrators, and Assigns of such Survivor, during the Continuance of the several Terms for Years, and the Interest he had therein; in trust, nevertheless, for such Uses and Purposes, and for the Benefit of such Person and Persons, and for such Estates and Interests, and in such Order and Manner as were by his said Will expressed, limited, and declared or directed concerning his Freehold Manors, Lands, and Hereditaments, with or to which such Leasehold Premises might be intermixed or adjacent; to the end that the said Leasehold Estates might be held and enjoyed, and might go along with the said Freehold Manors, Lands, and Hereditaments, with which they lay intermixed or adjacent, for the Benefit of such Person and Persons, in

First Codicil to the said Will, dated 19th March 1776.

such Manner as he had by his said Will devised such Freehold Premises, so long as might be, and the Laws of *England* would permit: And the said Testator did by his said Codicil direct, that the respective Leases, which he then had or might have at the Time of his Decease, should from Time to Time, and so often as Occasion should require, be renewed and filled up by and out of the Rents and Profits of the same Premises, or some Part thereof, in the Name of his said Executors, or the Survivor of them, or his legal Representative; and that all new or other Leases to be had or obtained of the same Premises respectively, should remain, continue, and be upon the like Trusts, and under and subject to the like Powers, Charges, Restrictions, and Limitations, as were therein-before directed or referred to concerning the several Leases then in being of the same Premises respectively, or as near thereto as might be, and the Law of *England* would permit: And whereas the said *Henry Lee Warner* the Testator afterwards made a Second Codicil to his said Will, bearing Date on or about the Sixth Day of *April* in the said Year One thousand seven hundred and seventy-six, and executed and attested in such Manner as is by Law required for rendering valid Devises of Freehold Lands and Tenements, and did thereby direct that a decent Monument should be put up by the Executors of his said Will in the Church or Chancel of *Berwick Saint Leonard* in the said County of *Wilts*, with a proper Inscription to the Memory of his Uncle Sir *James Howe* deceased, near the Monument of his Father Sir *George Howe*, and that there should be laid out about the same by his said Executors about One hundred Pounds; and that Two hundred Pounds, or thereabouts, should be laid out in erecting a Monument to the Memory of his the said Testator's late Father and Mother and himself at *Little Walsingham* aforesaid, and that the Money for all the said Monuments should be raised either out of his Personal Estate, or out of his Real Estate, under the said Five hundred Years Term, limited by his said Will to the said Sir *Edward Astley* and *Henry Stephens*: And whereas the said *Henry Lee Warner* the Testator afterwards made a Third Codicil to his said Will, bearing Date on or about the Ninth Day of *February* One thousand seven hundred and ninety-four, and executed and attested in such Manner as is by Law required for rendering valid Devises of Freehold Lands and Hereditaments, and thereby declared his Mind and Will to be, that all and singular the Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, which at any Time subsequent to the Date and Execution of his said Will had become vested in him by Gift, Purchase, or Descent, should be held and enjoyed by the Person or Persons who by virtue of his said Will should for the Time being be entitled to his Real Estates thereby devised, in such Manner, for such Estate and Estates, and subject to such Charges, Trusts, Powers, Provisoes, Conditions, Limitations, and Restrictions, as were in his said Will expressed and declared concerning his said Real Estates thereby devised: And the said Testator did by his said Third Codicil give and bequeath the Sum of Five hundred Pounds of lawful Money of *Great Britain* unto the said *Daniel Henry Lee Warner* the Son (therein described as *Daniel Henry Woodward* of *New College* in the University of *Oxford*, eldest Son of *Daniel Henry Woodward* of the City of *Bath*, Esquire); and the like Sum of Five hundred Pounds unto *Ann Lee Warner* and *James*

Second Codicil to the said Will, dated 6th April 1776.

Third Codicil to the said Will, dated 9th February 1794.

James Lee Warner Clerk (who are the Daughter and younger Son of the said *Daniel Henry Lee Warner* the Father) respectively; and the like Sum of Five hundred Pounds unto *Christopher Woodward;* and the Sum of Fifty Pounds of like lawful Money unto *Richard Huntley* the younger (Son of *Richard Huntley* the elder, of *Boxwell* in the County of *Gloucester*, Clerk, named in the said Will and since deceased); and the Sum of One hundred Pounds unto his the said Testator's God-daughter *Ann Huntley* (eldest Daughter of the said *Richard Huntley* the younger); and the Sum of Fifty Pounds of like lawful Money unto each of the other Children of the said *Richard Huntley* the younger, who should be living at the Time of his the said Testator's Decease; and the like Sum of Fifty Pounds unto each of the Children of *Henry Arnold* of *Chippenham* in the said County of *Wilts*, Esquire, named in the said Will and since deceased, (namely), *Henry Arnold, Samuel Arnold, John Arnold, Tryphena Arnold, Mary Arnold*, and *Cassandra Arnold* (now the Wife of *John Walsh* Esquire); and the like Sum of Fifty Pounds unto *Tryphena Arnold* (then the Wife and now the Widow of the said *Henry Arnold* deceased): And the said Testator did by his said Third Codicil give and bequeath unto the said Doctor *Samuel Glasse*, Rector of *Wanstead* aforesaid, and the said *George Henry Glasse* (by the Name and Description of the Reverend *Samuel Glasse* Clerk, Son of the said Doctor *Samuel Glasse*) respectively, the Sum of Fifty Pounds of like lawful Money, in addition to the Bequests which the said Testator had made in their Favour respectively by his said Will: And the said Testator did by his said Third Codicil give and bequeath unto Mrs. *Glasse*, the Wife of the said Doctor *Samuel Glasse*, the Sum of Fifty Pounds of like lawful Money: And the said Testator did by his said Third Codicil give and bequeath unto the said *John Glasse*, Rector of *Pencombe* aforesaid, the Sum of Fifty Pounds of like lawful Money, in addition to the Bequest which the said Testator had made in his Favour by his said Will; and unto each of the Children of the said *John Glasse* and his Wife, who should be living at the Time of his the said Testator's Decease, the like Sum of Fifty Pounds of like lawful Money; and unto the Reverend *Henry Carrington* of the City of *Norwich*, Clerk, the Sum of One hundred Pounds of like lawful Money: And the said Testator did by his said Third Codicil direct, that all the said Legacies thereby bequeathed should carry Interest after the Rate of Four Pounds *per Centum per Annum*, and be paid at the End of Twelve Calendar Months next after his Decease; and that if any or either of the said Legatees named in the said Third Codicil, or any other Legatee or Legatees named in the said Will, or in any Codicil thereto, should not have attained the Age of Twenty-one Years when his, her, or their respective Legacy or Legacies should become payable, then and in such Case the Legacy of every such Infant Legatee should be paid to his or her Parent or Guardian, whose Receipt should be a good and sufficient Discharge for the same, and be binding upon every such Infant Legatee: And the said Testator did by his said Third Codicil give and bequeath the Sum of Five hundred Pounds of like lawful Money unto each of the Children of the said *Anne Bagge* who should be living at the Time of his Decease, and directed that the Legacy thereby bequeathed to each Child, being a Son, should be paid to him on his attaining the Age of Twenty-one Years; and to each Child, being a Daughter,

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on her attaining the Age of Twenty-one Years, or on the Day of her Marriage, which should first happen; and that the same Legacies should carry Interest after the Rate aforesaid, from the Time of his the said Testator's Decease, and that such Interest should be paid into the Hands of the said *Anne Bagge*, or, in case of her Death, of the Guardian or Guardians of such Children respectively, to the Intent that the same might be applied for and towards his, her, or their Maintenance, Education, or Benefit: And the said Testator did, by his said Third Codicil, give and bequeath the Sum of One thousand Pounds of like lawful Money unto the said *Anne Bagge*, in addition to the Bequests made by him in her Favour by his said Will, and did direct that the said Legacy should carry Interest after the Rate aforesaid, and be paid at the End of Twelve Calendar Months next after his Decease: All which said Legacies, bequeathed by the said Third Codicil, (save and except the said Legacies to the said *Daniel Henry Lee Warner* the Son, *James Lee Warner*, *Anne Lee Warner*, *Anne Bagge*, and the Children of the said *Anne Bagge*,) have been assigned as herein-after mentioned: And the said Testator did, by his said Third Codicil, give and bequeath One Annuity or yearly Sum of Twenty Pounds of like lawful Money, to be paid by Quarterly Payments, unto *Richard Rush* of *Little Walsingham* aforesaid, and *Mary* his Wife, (which said *Mary Rush* died in the Life-time of the said Testator,) during their natural Lives, and the natural Life of the Survivor of them, (which last Annuity is mentioned in the said First Schedule to this Act); and did also give and bequeath the Sum of Five hundred Pounds of like lawful Money unto all and every the Children of the said *Richard Rush* and *Mary* his Wife, in equal Shares and Proportions, and did direct that the Share of each Child, being a Son, should be paid to him at the End of Twelve Calendar Months next after the Decease of the last-named Annuitants, or on his attaining the Age of Twenty-one Years, which should last happen; and that the Share of each Child, being a Daughter, should be paid to her at the End of Twelve Calendar Months next after the Decease of the last-named Annuitants, if she should then have attained the Age of Twenty-one Years, or be married, but if she should be then under Age and unmarried, then on her attaining the Age of Twenty-one Years, or on the Day of her Marriage, which should first happen; and that the last-mentioned Legacies should carry Interest, after the Rate aforesaid, from the Decease of the said *Richard Rush* and *Mary* his Wife, and should be applied for and towards the Maintenance, Education, or Benefit of their Children respectively, until the said Shares should become payable: And the said Testator did, by his said Third Codicil, give and bequeath One Annuity of Twenty Pounds of like lawful Money unto his Tenant, *Richard Rochester* of *Little Walsingham* aforesaid, and *Mary* his Wife, (which said *Mary Rochester* died in the Life-time of the said Testator,) during their Lives and the Life of the Survivor of them, (which last Annuity is mentioned in the said First Schedule to this Act); and did also give and bequeath the Sum of Two hundred and fifty Pounds unto *Mary Minn*, (one of the Daughters of the said *Richard Rochester*,) and the like Sum of Two hundred and fifty Pounds unto *Elizabeth Fisher*, (the other Daughter of the said *Richard Rochester*,) and did direct that the Two last-mentioned Legacies should be paid at the End of Twelve Calendar Months next after the Decease of the said *Richard Rochester* and *Mary* his Wife, with In-

terest for the same, after the Rate aforesaid, to be computed from their Decease: And the said Testator did, by his said Third Codicil, give and bequeath several other Legacies which lapsed by the Death of the respective Legatees in his Lifetime, (that is to say,) *Mary Woodward*, *Mary Nicholl Ann Stephens*, *Richard Huntley*, *Henry Arnold*, and *Susanna Glasse*, all which Legacies bequeathed by the said Third Codicil are mentioned in the said Second Schedule to this Act); and did direct that the several Annuities and Legacies thereby bequeathed should be charged on his Real Estates, in the same Manner as the Annuities and Legacies bequeathed by his said Will are thereby charged thereon, and did give to the said Annuitants and Legatees named in the said Third Codicil, the same Powers and Remedies for enforcing the Payment of the Annuities and Legacies thereby given to them respectively, as are by his said Will provided for the Security of the Annuitants and Legatees therein named: And the said Testator did, by his said Third Codicil, appoint the said *Daniel Henry Lee Warner* the younger One of the Executors of his said Will and Codicils: And whereas the said *Henry Lee Warner* the Testator departed this Life on or about the Twelfth Day of *July* One thousand eight hundred and four, without having revoked or altered his said Will (save and except as the same is altered by the said Codicils), and without having revoked or altered his said Codicils (save and except as they may be altered by each other); and the same last Will and Testament, and Codicils thereto, were, after his Death, (that is to say,) on or about the Fourth Day of *September* One thousand eight hundred and four, duly proved by the said *Daniel Henry Lee Warner* the Father, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Richard Huntley* the Father (who died in the Lifetime of the said Testator) left Issue Seven Children, (that is to say,) the said *Richard Huntley* the younger, *Wadham Huntley*, *Ann Huntley*, *Mary Huntley*, *Elizabeth Huntley*, *Catherine* the Wife of the Reverend *Benjamin Spry* Clerk, and *Sarah* the Wife of *William Veel* Esquire, who are now become entitled to the said Annuity or Yearly Rent-charge of Two hundred Pounds, bequeathed to them by the said Testator's Will as aforesaid: And whereas the said *Henry Arnold* the Father (who died in the Lifetime of the said Testator) left Issue Seven Children, (that is to say,) the said *Henry Arnold* the Son, *Samuel Arnold*, *John Arnold*, *Tryphena Arnold*, *Mary Arnold*, and *Cassandra Walsh*, and also *Elizabeth* the Wife of *Benjamin Clarke*, who are now entitled to the said Annuity or Yearly Rent-charge of Two hundred Pounds, bequeathed to them by the said Testator's Will as aforesaid: And whereas the said *Anne Bagge* had Six Children living at the Time of the said Testator's Death, (that is to say) *Henry Lee Bagge*, *William Wilson Bagge*, *Edward Bagge*, *Arthur Bagge*, *Thomas Bagge*, and *Anne Bagge*, all of whom (except the said *Henry Lee Bagge*) are Infants under the Age of Twenty-one Years; and the said *Richard Rush* had Three Children by the said *Mary Rush*, his late Wife, living at the Time of the said Testator's Death, (namely,) *Richard Rush*, *John Rush*, and *Mary Rush*, all of whom have attained the Age of Twenty-one Years: And whereas the said Sir *Edward Astley* and *Henry Stephens* departed this Life in the Lifetime of the said Testator, and, by reason thereof, the said Term of Five hundred Years failed of Effect at Law, but the Trusts thereof are subsisting in Equity, and there are various Debts and

Legacies to be raised under the same: And whereas the said *John Lee Warner* died in the Lifetime of the said Testator, without leaving any Issue Male: And whereas, upon the Death of the said Testator, the said *Daniel Henry Lee Warner* the Father entered upon the said Hereditaments and Premises comprized in the said Will and Codicils, and thereby devised as aforesaid, and hath ever since been, and now is, in Possession and in Receipt of the Rents and Profits thereof: And whereas the said *Daniel Henry Lee Warner* the Father hath Two Sons, namely, the said *Daniel Henry Lee Warner* the younger, and *James Lee Warner*, and the said *Daniel Henry Lee Warner* the younger is a Bachelor, and the said *James Lee Warner*, as the Second and only younger Son of the said *Daniel Henry Lee Warner* the Father, by virtue of or under the said Will and Codicils, or some of them, did upon the Death of the said Testator become seised of or entitled to the said Hereditaments thereby devised for an Estate in Tail Male in Remainder expectant upon the Decease of the said *Daniel Henry Lee Warner* the Father, and *Daniel Henry Lee Warner* the Son, and Failure of Issue Male of the said *Daniel Henry Lee Warner* the Son: And whereas by an Indenture of Bargain and Sale for a Year, bearing Date on the Twenty-first Day of *January* in the Year One thousand eight hundred and five, and by an Indenture of Release of Four Parts, bearing Date on the Twenty-second Day of *January* in the said Year One thousand eight hundred and five, and made, or expressed to be made, between the said *Daniel Henry Lee Warner* the Father, of the First Part, the said *James Lee Warner* of the Second Part, *William Broughton Flexney* of *Chancery Lane*, *London*, Gentleman, of the Third Part, and *Richard Wilson* of *Lincoln's Inn Fields* in the County of *Middlesex*, Esquire, of the Fourth Part, it was witnessed, that for barring, destroying, and extinguishing the Estate in Tail Male, of or to which the said *James Lee Warner* was seised or entitled in Remainder expectant upon the Decease of the said *Daniel Henry Lee Warner* the Father, and *Daniel Henry Lee Warner* the Son, and Failure of Issue Male of the said *Daniel Henry Lee Warner* the Son, by virtue of or under the said last Will and Testament of the said *Henry Lee Warner* deceased, and the said Codicils thereto, or some or one of them, and all other Estates in Tail Male (if any) of him the said *James Lee Warner*, of and in the Manors, Advowsons, Rectories, Fee Farm Rent, and other Hereditaments thereby granted and released, or any Part thereof, and all Remainders and Limitations over, Charges and Reversions expectant or depending upon the said Estate or Estates Tail, or any or either of them, and for settling and assuring the same Hereditaments to the Uses, and for the Intents and Purposes, in the said Indenture of Release expressed and declared concerning the same, the said *Daniel Henry Lee Warner* the Father, and *James Lee Warner*, did grant, bargain, sell, release, and confirm unto the said *William Broughton Flexney*, and his Heirs, (by the Descriptions therein used,) all and every the Freehold Manors, Rectories, Advowsons, Messuages, Lands, Tenements, Tithes, Fee Farm Rents, and other Hereditaments, situate, lying, and being within the said Counties of *Norfolk*, *Lincoln*, *Wilts*, *Somerset*, *Kent*, and *Northampton*, respectively, and in the City of *Canterbury* and County of the same City, which were lately the Estate of the said *Henry Lee Warner* deceased, and were comprehended in and devised by his said last Will and Testament, and the said Codicils thereto, or some or one of them, so as to pass an Estate for Life

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to the said *Daniel Henry Lee Warner* the Father, with a Remainder to the said *James Lee Warner*, in Tail Male: To hold the same Hereditaments and Premises unto and to the Use of the said *William Broughton Flexney*, and his Assigns, during the joint natural Lives of the said *Daniel Henry Lee Warner* the Father, and *William Broughton Flexney*, to the Intent that the said *William Broughton Flexney* might be Tenant of the Freehold of the said Hereditaments and Premises thereby granted, bargained, sold, and released, and that Seven Common Recoveries, (that is to say) one Common Recovery for such Parts of the said Hereditaments therein comprized as are situate in each of the said Counties of *Norfolk*, *Lincoln*, *Wilts*, *Somerset*, *Northampton*, *Kent*, and City of *Canterbury* and County of the same City, might be had and suffered of the same Hereditaments and Premises, against the said *William Broughton Flexney*, in His Majesty's Court of Common Pleas at *Westminster*: And it was by the said Indenture of Release declared and agreed, that the said *William Broughton Flexney* should permit the said *Richard Wilson*, or some other Person or Persons, to demand the said Hereditaments and Premises therein comprized, against him the said *William Broughton Flexney*, and that the said *William Broughton Flexney* should vouch, or call to warrant the same Hereditaments and Premises, the said *James Lee Warner*, and that the said *James Lee Warner* should vouch to warrant the same Hereditaments and Premises, the Common Vouchee of the said Court of Common Pleas: And it was by the said Indenture of Release also declared and agreed, that the said Common Recoveries, from and after the suffering and perfecting thereof, and the said Bargain and Sale for a Year, and Indenture of Release, should operate and enure, and that the said *Richard Wilson* and his Heirs, and all and every other the Recoveror and Recoverors in such Common Recoveries to be named, and his and their Heirs, should stand and be seised of the same Hereditaments and Premises, to the Uses and for the Intents and Purposes in the said Indenture of Release expressed and declared concerning the same; (that is to say,) in the First Place, for corroborating and confirming the several Uses, Estates, and Trusts, which by virtue of or under the said last Will and Testament, and the said Codicils thereto, or some or one of them, were limited to take effect prior or antecedently to the Estate thereby expressly, or by Reference, limited, or the Devise thereby made to the said *James Lee Warner*, as the Second Son of the Body of the said *Daniel Henry Lee Warner* the Father, in Tail Male, and were then subsisting, and for corroborating and confirming the several Powers, Authorities, and Privileges to the same antecedent and subsisting Uses, Estates, and Trusts respectively belonging or annexed; and from and immediately after the Determination of the said antecedent and subsisting Uses, Estates, and Trusts respectively, and in the meantime subject thereto, to the Use of such Person or Persons, for such Estate or Estates, upon such Trusts, for such Intents and Purposes, and by, with, under, and subject to such Provisoes, Limitations, Conditions, and Restrictions, and with such Remainders or Limitations over, and charged or chargeable with the Payment of such annual or gross Sum or Sums of Money, and so and in such Manner as the said *Daniel Henry Lee Warner* the Father, and *James Lee Warner*, should at any Time or Times during their joint natural Lives, by any Deed or Deeds, or Instrument or Instruments in Writing, with or without Power of Revocation, to be

be by them sealed and delivered in the Presence of, and to be attested by Two or more credible Witnesses, limit or appoint; and for want of such joint Limitation or Appointment, and subject to any such joint Limitation or Appointment, which should not be a complete and entire Limitation, Appointment, or Disposition of all the said Hereditaments and Premises thereby released or intended so to be, and of the whole Fee Simple and Inheritance thereof, and as to such Part or Parts of the same Hereditaments and Premises which should not be so jointly limited or appointed, or concerning which no complete and entire Limitation, Appointment, or Disposition should be made, to the Use of such Person or Persons, for such Estate or Estates, upon such Trusts, for such Intents and Purposes, and by, with, under, and subject to such Provisoes, Limitations, Conditions, and Restrictions, and with such Remainders or Limitations over, and charged or chargeable with the Payment of such annual or gross Sum or Sums of Money, as the said *James Lee Warner*, in case he should survive the said *Daniel Henry Lee Warner* the Father, and *Daniel Henry Lee Warner* the Son, should at any Time (after both their Deaths and Failure of Issue Male of the Body of the said *Daniel Henry Lee Warner* the Son), by any Deed or Deeds, or Instrument or Instruments in Writing, with or without Power of Revocation, to be by him the said *James Lee Warner* sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Writing purporting to be, or being in the Nature of his last Will and Testament, or a Codicil thereto, to be signed and published by him the said *James Lee Warner* in the Presence of and to be attested by Three or more credible Witnesses, limit or appoint; and for want of such Limitation or Appointment by the said *James Lee Warner* as last aforesaid, and also subject to any such Limitation or Appointment which should not be a complete and entire Limitation, Appointment, or Disposition of all the said Hereditaments and Premises thereby released or intended so to be, and of the whole Fee Simple and Inheritance thereof, and as to such Part or Parts of the same Hereditaments and Premises which should not be so limited or appointed, or concerning which no complete and entire Limitation, Appointment, or Disposition should be made by the said *James Lee Warner* as last aforesaid, to the Use of the said *James Lee Warner*, and the Heirs Male of his Body lawfully issuing; and for want of such Issue, to the Use of the said *Daniel Henry Lee Warner* the Father, his Heirs and Assigns for ever: And whereas Seven several Common Recoveries were, in pursuance of the Agreement for that Purpose contained in the said Indenture of Release, duly suffered in *Hilary* Term in the Forty-fifth Year of His said Majesty's Reign, of all and singular the Freehold Hereditaments and Premises comprised in the said Indentures; in each of which Recoveries respectively the said *Richard Wilson* was Demandant, the said *William Broughton Flexney* was Tenant, and the said *James Lee Warner* was Vouchee: And whereas by an Act of Parliament passed in the said Forty-fifth Year of His said Majesty's Reign, and intituled *An Act to enable* Daniel Henry Woodward *Esquire, and his Sons, and their Issue and Descendants, to use the Surnames of* Lee Warner, *and use the Arms of the Family of* Henry Lee Warner *Esquire, deceased, pursuant to the Will of the said* Henry Lee Warner, it was enacted, that it should be lawful for the said *Daniel Henry Lee Warner*, the Father, (then or then lately called *Daniel Henry*

Act of Parliament 45 G. 3. for enabling the Devisees in the said Will to take the Surnames of Lee Warner, and to bear the Arms of the Testator's Family.

Henry Woodward the elder,) *Daniel Henry Lee Warner* the Son, (then or then lately called *Daniel Henry Woodward* the younger,) and *James Lee Warner* (then or then lately called *James Woodward*,) respectively, and their respective Issue and Descendants, and they were thereby authorized to take and use the Surnames of *Lee Warner*, and those Surnames only, instead of and by way of Change for their Names of *Woodward*, and to use and bear the Arms of the Family of the said *Henry Lee Warner*, the Testator, pursuant to the Directions, and according to the true Intent and Meaning of the said Will, such Arms being first duly proved and exemplified according to the Law of Arms: And it was by the said Act of Parliament further enacted, that all Acts done, and Assurances made by the said *Daniel Henry Woodward* the elder, *Daniel Henry Woodward* the younger, and *James Woodward* respectively, at any Time since the Death of the said *Henry Lee Warner*, by or in the Surnames of *Lee Warner*, should be as good and valid, to all Intents and Purposes whatsoever, as if the same had been respectively done and made in the Surname of *Woodward* only: And whereas by a certain Indenture of Assignment of Three Parts, bearing Date on the First Day of *August* in the said Year One thousand eight hundred and five, and made, or expressed to be made, between the said *Henry Nicholas Astley*, *Richard Milles*, *Lewis Thomas* Lord *Sondes*, and *Mary Elizabeth* Baroness *Sondes*, the said *John Milles* and *Mary Milles*, (the Son and Daughter of the said *Mary Milles* deceased), the said *Ruth Milles* and *Mary Milles* her Daughter, the said *Sarah Jackson*, heretofore the Wife and afterwards the Widow of the Reverend *Anthony Cope*, formerly Dean of *Armagh*, and then the Widow of the Right Reverend *Charles Jackson*, late Lord Bishop of *Kildare*, *Richard Paul Jodrell*, *Christopher Woodward*, *Richard Huntley* the Son, and *Henry Carrington*, of the First Part; the said *Daniel Henry Lee Warner*, the Father, of the Second Part; and *George Nathaniel Best*, of the *Middle Temple*, *London*, Esquire, and the said *William Broughton Flexney*, of the Third Part; after reciting (among other Things) the said Will of the said *Henry Lee Warner*, deceased, and the said Third Codicil thereto, or some Part thereof, and the Death of the said Testator; and also reciting that the said *Richard Huntley* the Son had Seven Children, (that is to say,) *Webster Huntley*, *James Huntley*, *Henry Huntley*, *Warburton Huntley*, *Edmund Huntley*, *Clara Huntley*, and *Ann Huntley*, who were all living at the Death of the said Testator, and were Infants under the Age of Twenty-one Years; and also reciting that the said *Daniel Henry Lee Warner* the Father had paid to the said *Lewis Thomas* Lord *Sondes*, and *Mary Elizabeth* Baroness *Sondes*, the said Legacy so bequeathed to her as aforesaid, and all Interest due for the same; and had also paid to the said *Richard Huntley*, (Party thereto,) the said Legacies so bequeathed to his said Infant Children, or to which they were respectively entitled as aforesaid, and all Interest due for the same, and had also paid to the said several other Legatees, who are Parties to the said Indenture of Assignment of the Second Part, the said Legacies so bequeathed to them respectively as aforesaid, and all Interest due for the same Legacies respectively; and also reciting that the said *Daniel Henry Lee Warner* the Father had paid all the said Legacies therein mentioned out of his own Monies, and that, as he had only an immediate Estate for Life in the said Hereditaments and Premises charged with the said Legacies, he was desirous that the Right to the same Legacies should be kept on foot, for

the Benefit of himself and his personal Representatives; it was witnessed that the said *Lewis Thomas* Lord *Sondes*, and *Mary Elizabeth* Baroness *Sondes*, in consideration of the Premises, and of the Money so paid to them as aforesaid, and in consideration of Ten Shillings to each of them paid by the said *George Nathaniel Best* and *William Broughton Flexney*, did (at the Request and by the Direction of the said *Daniel Henry Lee Warner* the Father) assign unto the said *George Nathaniel Best* and *William Broughton Flexney*, the said Legacy which was bequeathed to the said *Mary Elizabeth* Baroness *Sondes* as aforesaid, and all Interest which should thereafter become due for the same: And it was, by the said Indenture of Assignment, further witnessed, that the said *Henry Nicholas Astley*, *Richard Milles*, *Mary Milles*, (Daughter of the said *Mary Milles* deceased,) *John Milles*, *Ruth Milles*, and her Daughter *Mary Milles*, *Sarah Jackson*, *Richard Paul Jodrell*, *Christopher Woodward*, and *Henry Carrington*, in consideration of the Premises, and of the Money so paid to them respectively as aforesaid, and in consideration of Ten Shillings to each of them paid by the said *George Nathaniel Best* and *William Broughton Flexney*, did (at the like Request and by the like Direction as aforesaid) assign unto the said *George Nathaniel Best* and *William Broughton Flexney*, the said Legacies which were bequeathed to the last-named Legatees respectively as aforesaid, and all Interest which should thereafter become due for the same: And it was by the said Indenture of Assignment further witnessed, that the said *Richard Huntley* (Party thereto), in consideration of the Premises, and of the Monies so paid to him as aforesaid, and in consideration of Ten Shillings to him paid by the said *George Nathaniel Best* and *William Broughton Flexney*, did (at the like Request and by the like Direction as aforesaid,) assign unto the said *George Nathaniel Best* and *William Broughton Flexney*, and their Executors, Administrators, and Assigns, the said several Legacies which were bequeathed to the said *Richard Huntley*, (Party thereto,) and to his said Infant Children respectively, or to which they were respectively entitled as aforesaid, and which the said *Richard Huntley*, (Party thereto,) was competent to assign, under or by virtue of the said Codicil therein recited, and all Interest which should thereafter become due for the same Legacies respectively: And it was, by the said Indenture of Assignment, declared and agreed, that the said *George Nathaniel Best* and *William Broughton Flexney*, and their Executors, Administrators, and Assigns, should hold and be possessed of and interested in the said Legacies thereby assigned, and all Interest thereafter to become due for the same respectively, upon Trust for the said *Daniel Henry Lee Warner* the Father, and his Executors, Administrators, and Assigns, to the Intent that the same Legacies and Interest should be considered and applied as Part of the Personal Estate of the said *Daniel Henry Lee Warner* the Father: And whereas, by a certain other Indenture of Assignment of Three Parts, bearing Date on the said First Day of *August* One thousand eight hundred and five, and made, or expressed to be made, between the said *John Glasse*, Rector of *Pencombe* aforesaid; the Reverend *Samuel Glasse*, Rector of *Wanstead* aforesaid, Doctor of Divinity, and *Hannah* his Wife; the Reverend *George Henry Glasse* Clerk, (only Son of the said *Samuel Glasse*;) *Henry Arnold* the Son, *Samuel Arnold*, *John Arnold*, *Tryphena Arnold*, and *Mary Arnold*, Spinsters; *John Walsh* Esquire, and *Cassandra* his Wife, (lately called *Cassandra Arnold*,) *Tryphena Arnold*, Widow

Widow of the said *Henry Arnold*, deceased; the Reverend *John Glasse*, of *Burnham Westgate*, in the said County of *Norfolk*, Clerk; *Thomas Frederick* of *Seven Oaks*, in the said County of *Kent*, Esquire, and *Ann Susanna* his Wife; and *Catherine Glasse* Spinster, of the First Part; the said *Daniel Henry Lee Warner* the Father, of the Second Part; and the said *George Nathaniel Best*, and *William Broughton Flexney*, of the Third Part; after reciting (among other Things) the said Will of the said *Henry Lee Warner* deceased, and the said Third Codicil thereto, or some Part thereof, and the Death of the said Testator; and also reciting that the said *John Glasse* of *Burnham Westgate* aforesaid, *Ann Susanna Frederick*, and *Catherine Glasse*, were the only Children of the said *John Glasse*, Rector of *Pencombe* aforesaid, and his late Wife, *Susanna Glasse*, deceased, who were living at the Death of the said Testator; and also reciting, that the said *Daniel Henry Lee Warner* the Father had paid to the said *Samuel Glasse*, and *Hannah* his Wife, the said Legacy so bequeathed to her as aforesaid, and all Interest due for the same; and to the said *John Walsh*, and *Cassandra* his Wife, the said Legacy so bequeathed to her as aforesaid, and all Interest due for the same; and to the said *Thomas Frederick*, and *Ann Susanna* his Wife, the said Legacy so bequeathed to her, or to which she was entitled as foresaid, and all Interest due for the same, and had also paid to the said several other Legatees, who are Parties to the last-mentioned Indenture of Assignment, of the Second Part, the said Legacies so bequeathed to them respectively, or to which they were respectively entitled as aforesaid, and all Interest due for the same Legacies respectively; and also reciting, that the said *Daniel Henry Lee Warner* the Father had paid all the said Legacies therein mentioned out of his own Monies, and that as he had only an immediate Estate for Life in the said Hereditaments and Premises charged with the said Legacies, he was desirous that the Right to the same Legacies should be kept on foot for the Benefit of himself and his personal Representatives; it was witnessed that the said *Samuel Glasse* and *Hannah* his Wife, *John Walsh* and *Cassandra* his Wife, and *Thomas Frederick* and *Ann Susanna* his Wife, in consideration of the Premises and of the Money so paid to them as aforesaid, and also in consideration of Ten Shillings to each of them paid by the said *George Nathaniel Best* and *William Broughton Flexney*, did (at the Request and by the Direction of the said *Daniel Henry Lee Warner* the Father) assign unto the said *George Nathaniel Best* and *William Broughton Flexney* the said several Legacies which were bequeathed to the said *Hannah Glasse*, *Cassandra Walsh*, and *Ann Susanna Frederick*, and to which they and their said Husbands respectively were entitled as aforesaid, and all Interest which should thereafter become due for the same Legacies respectively; and it was by the last-mentioned Indenture of Assignment further witnessed, that the said *John Glasse*, Rector of *Pencombe* aforesaid, *Samuel Glasse*, *George Henry Glasse*, *Henry Arnold* the Son, *Samuel Arnold*, *John Arnold*, *Tryphena Arnold* Spinster, *Mary Arnold*, *Tryphena Arnold* Widow, *John Glasse* of *Burnham Westgate* aforesaid, and *Catherine Glasse*, in consideration of the Premises and of the Monies so paid to them respectively as aforesaid, and also in consideration of Ten Shillings to each of them paid by the said *George Nathaniel Best* and *William Broughton Flexney*, did (at the like Request and by the like Direction as last aforesaid) assign unto the said *George Nathaniel Best* and *William Broughton Flexney* the said several Legacies which were bequeathed

queathed to the last-named Legatees respectively, and to which they were respectively entitled as aforesaid, and all Interest which should thereafter become due for the same Legacies respectively; and it was, by the last-mentioned Indenture of Assignment, declared and agreed that the said *George Nathaniel Best* and *William Broughton Flexney*, and their Executors, Administrators, and Assigns, should hold and be possessed of and interested in the said Legacies thereby assigned, and all Interest to become due for the same respectively, upon Trust for the said *Daniel Henry Lee Warner* the Father, and his Executors, Administrators, and Assigns, to the Intent that the same Legacies should be considered and applied as Part of the Personal Estate of the said *Daniel Henry Lee Warner* the Father: And whereas the said *Sarah Jackson* lately departed this Life, without having executed the said first in part recited Indenture of Assignment, but before her Death she duly made and published her last Will and Testament, in Writing, and thereof appointed *George Samuel Wegge* of *Acton*, in the County of *Middlesex*, Esquire, sole Executor; and the said *George Samuel Wegge* hath, since the Death of the said *Sarah Jackson*, proved her said Will in the Prerogative Court of the Archbishop of *Canterbury*, and taken upon himself the Execution thereof: And whereas, by a certain Indenture of Assignment of Three Parts, bearing Date on the Twentieth Day of *January* in the Year One thousand eight hundred and six, and made or expressed to be made between the said *George Samuel Wegge*, (sole Executor of the last Will and Testament of the said *Sarah Jackson*, deceased,) of the First Part, the said *Daniel Henry Lee Warner* the Father, of the Second Part, and the said *George Nathaniel Best* and *William Broughton Flexney*, of the Third Part; after reciting (among other Things) the said Will of the said *Henry Lee Warner* the Testator, or some Part thereof, and his Death; and also reciting that the said *Daniel Henry Lee Warner* the Father had paid to the said *Sarah Jackson* the said Legacy so bequeathed to her as aforesaid, and all Interest due for the same; and also reciting that the said *Daniel Henry Lee Warner* the Father had paid the last-mentioned Legacy out of his own Monies, and that as he had only an immediate Estate for Life in the said Hereditaments and Premises charged with the said Legacy, he was desirous that the Right to the same Legacy should be kept on foot for the Benefit of himself and his Personal Representatives; it was witnessed, that the said *George Samuel Wegge*, in consideration of the Premises and of the Money so paid to the said *Sarah Jackson* as aforesaid, and also in consideration of Ten Shillings to the said *George Samuel Wegge* paid by the said *George Nathaniel Best* and *William Broughton Flexney*, did (at the Request and by the Direction of the said *Daniel Henry Lee Warner* the Father,) assign the said Legacy, which was bequeathed to the said *Sarah Jackson* as aforesaid, and all Interest which should thereafter become due for the same, unto the said *George Nathaniel Best* and *William Broughton Flexney*, and their Executors, Administrators, and Assigns, upon Trust for the said *Daniel Henry Lee Warner* the Father, and his Executors, Administrators, and Assigns, to the Intent that the last-mentioned Legacy should be considered and applied as Part of the Personal Estate of the said *Daniel Henry Lee Warner* the Father: And whereas it is expedient that the said Term of Five hundred Years, which was intended to have been limited by the said last Will and Testament of the said *Henry Lee Warner* deceased,

deceased, to the said Sir *Edward Astley* and *Henry Stephens*, and which failed of Effect at Law by their Deaths in the Life-time of the said Testator, should be revived or established, and vested in other Trustees, to be appointed for that Purpose, upon the Trusts which were by the said Testator's Will and Codicils, or some of them, expressed and declared, or intended to be expressed and declared, concerning the same Term, or as near thereto as the Deaths of Parties, and the Circumstances of the Case will permit: And whereas no Power of Sale is contained in the said Testator's Will and Codicils, or any of them: And whereas the said capital Mansion House called *Walsingham Abbey*, which was the Place of the said Testator's Residence, and in which the said *Daniel Henry Lee Warner* the Father doth now usually reside, is situated in *Little Walsingham* aforesaid, and great Part of the said Hereditaments and Premises, comprehended in or devised by the said Testator's Will, and the Codicils thereto, or some of them, are situate in *Little Walsingham* aforesaid, and other Parishes in the said County of *Norfolk*, and the Residue of the same Hereditaments and Premises are situate in the said several other Counties, and the City herein-before mentioned; and as great Difficulty may be experienced in raising Money by Mortgage, for the Purpose of discharging the Debts and Incumbrances affecting the Real Estates, late of the said *Henry Lee Warner* the Testator, the said *Daniel Henry Lee Warner* the Father, and his said Sons, are desirous, for the Purpose of discharging the said Debts and Incumbrances, and rendering the said settled Estates more compact, that a Power shall be given authorizing Sales, under the Direction of the High Court of Chancery, of the said Hereditaments situate in the said Counties of *Wilts*, *Somerset*, *Northampton*, and *Kent*, and in the City and County of the City of *Canterbury*, and that a sufficient Part of the Money arising from such Sale shall be applied in discharging the said Debts and Incumbrances; and that the Residue of such Money (if any) shall be laid out and applied in the Purchase of Lands and Hereditaments in the said County of *Norfolk*, to be settled to the Uses, upon the Trusts, and for the Intents and Purposes which are, by the said Testator's Will and Codicils, or some of them, expressed and declared concerning the said Hereditaments and Premises comprised therein, and which at the Time of such Purchase, or respective Purchases, shall be subsisting or capable of taking effect; but inasmuch as the said Term of Five hundred Years cannot be rendered, with Effect, a legal Estate, and vested in new Trustees, and such Power of Sale cannot be created, without the Aid and Authority of Parliament, therefore Your Majesty's most dutiful and loyal Subjects, the said *Daniel Henry Lee Warner* the Father, *Daniel Henry Lee Warner* the Son, and *James Lee Warner*, 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, Sir *Jacob Henry Astley* of *Melton Constable* in the said County of *Norfolk*, Baronet, *Henry Jodrell* of *Bayfield* in the same County, Esquire, *Daniel Jones* of *Fakenham* in the same County, Esquire, and the said *William Broughton Flexney*, shall be and they are hereby appointed to be Trustees of the said Term of Five hundred Years, in the Place and Stead of the said Sir *Edward Astley* and *Henry*

Sir Jacob Henry Astley, Bart. and others, appointed Trustees of the Term of Five hundred

Stephens, deceased, upon and for all the Trusts and Purposes which are declared by the said Will and Codicils of the said Testator *Henry Lee Warner* deceased, or any of them, concerning the same Term, or to which the said Hereditaments and Premises, comprised in the said Term, would have been subject, in case the same Term had been, by the said Will and Codicils, or any of them, limited to the Use of the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*; and that the same Term shall, from and immediately after the passing of this Act, become and be vested in the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, in the same or the like Manner, and upon, under, and subject to the same or the like Trusts and Purposes as if the same Term had been by the said Testator's Will limited to or to the Use of the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, instead of the said Sir *Edward Astley* and *Henry Stephens*, or as near thereto as may be, and the Circumstances of the Case will admit; and that the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, shall be, and he and they is and are hereby declared to be competent to perform all the Trusts of the said Term, and to raise Money by Mortgage and Demise of the said Hereditaments and Premises therein comprised, and to sign and give Receipts and Discharges for the Money which shall be raised and received by him or them, under and by virtue of and pursuant to the Trusts of the said Term, in the same Manner, to all Intents and Purposes, as if the Names of the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney* had been inserted in the said Testator's Will, instead of the Names of the said Sir *Edward Astley* and *Henry Stephens*, and the said Term of Five hundred Years had been thereby limited to the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, and the Trusts, Power, and Authority which were by the said Testator's Will and Codicils, or any of them, limited or given to the said Sir *Edward Astley* and *Henry Stephens*, and their Executors and Administrators, had been thereby limited or given to the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, and their Executors and Administrators respectively.

Years, instead of Sir Edward Astley, Bart. and Henry Stephens, Esq. deceased.

II. And be it further enacted, by the Authority aforesaid, That if at any Time hereafter, upon the Application of the said *Daniel Henry Lee Warner* the Father, during his Life, or, after his Death, of the Person or Persons who, by virtue of or under the said last Will and Testament of the said *Henry Lee Warner* deceased, and the said Codicils thereto, or any of them, shall for the Time being be beneficially entitled, either for Life or in Tail, to the Possession or to the Rents and Profits of the said Hereditaments and Premises thereby devised or comprehended therein, to be testified by some Writing under his, her, or their Hand or Hands, if such Person or Persons shall have attained the Age of Twenty-one Years, but if not, then of his, her, or their Guardian or Guardians, to be made by Petition to the High Court of Chancery, it shall appear to that Court expedient and advantageous that a Sale or Sales shall be made, or if agreed to be made, that there shall

Authority for the Sale of Estates in Wiltshire and other Counties, and in the City of Canterbury, with the Approbation of the Court of Chancery.

shall be a Confirmation of the Sale or Sales agreed to be made of all or any of the said Manors, Advowsons, Rectories, Fee-Farm Rent, Messuages, Farms, Lands, and other Hereditaments, Freehold, Copyhold or Leasehold, situate, lying, and being in the said Counties of *Wilts*, *Somerset*, *Northampton*, and *Kent*, and in the City and County of the City of *Canterbury*, which were lately the Estate of the said *Henry Lee Warner* the Testator, and were comprehended in or devised by his said last Will and Testament, and the said Codicils thereto, or some of them, as herein-before mentioned, (being the Manors and other Hereditaments mentioned in the Third Schedule to this Act,) either for the Purpose of raising Money to be applied in Payment of the Debts and Incumbrances affecting the Real Estates late of the said *Henry Lee Warner* the Testator, or for the Completion of any Purchase or Purchases contracted or agreed to be made of any Manors, Messuages, Lands, Tenements, and Hereditaments in the said County of *Norfolk*, convenient to be held with the Estates late of the said *Henry Lee Warner* the Testator, then remaining unsold, and to be settled to the subsisting Uses of the Will and Codicils of the said *Henry Lee Warner* the Testator, it shall and may be lawful to and for the said Court of Chancery to make an Order for such Sale or Sales, or, as the Case shall require, for the Confirmation of such Sale or Sales; and it shall and may be lawful to and for the said *Daniel Henry Lee Warner* the Father, or other Person or Persons who for the Time being shall be beneficially intitled to the Possession, or to the Receipt of the Rents and Profits of the said devised Hereditaments and Premises, or the Guardian or Guardians of such Person or Persons, if a Minor or Minors, and who respectively shall be authorized, by such Order of the said Court of Chancery, as to such and so many of the said Hereditaments and Premises intended, and which shall be ordered to be sold, to make Sale and dispose of all or any of the same Hereditaments and Premises, either together or in Parcels, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, or in such other Manner as by such Order shall be directed, and unto any Person or Persons who shall agree to become the Purchaser or Purchasers thereof at or for the most Money that can be reasonably obtained for the same; so nevertheless as such Sale or Sales, intended to be made under such Order, shall, when made, be approved of by the said Court of Chancery, and an Order shall be made, on a Petition to be preferred to that Court, for confirming such Sale or Sales; and also upon or at any Time after Payment into the Bank of *England*, in Manner herein-after mentioned, of the Money for which the Hereditaments and Premises, or any Part thereof, as to which Sale shall be so made or confirmed, it shall and may be lawful to and for the said *Daniel Henry Lee Warner* the Father, or other Person or Persons who for the Time being shall be beneficially entitled to the Possession, or to the Receipt of the Rents and Profits of the said devised Hereditaments and Premises, or the Guardian or Guardians of such Person or Persons, if a Minor or Minors, to convey and assure the same Hereditaments and Premises unto and to the Use of or in trust for the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns respectively, or to such Uses and for such Purposes as such Purchaser or respective Purchasers shall direct or appoint.

III. And

The Purchase Monies to be paid into the Bank of England.

III. And be it further enacted, That all and every Sum and Sums of Money which shall arise from any Sale or Sales made by virtue of this Act, and under the Provision and Authority herein-before contained, shall be paid, by or on the Behalf of the Person or Persons to whom such Sale or Sales shall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*ex parte* the Purchasers of the Estates devised by the Will and Codicils of *Henry Lee* "*Warner* Esquire, deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court of Chancery, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth.

Receipt of One of the Cashiers of the Bank, and Accountant General's Certificate, filed in Register's Office, to discharge Purchasers.

IV. And be it further enacted, That the Receipt of One of the Cashiers of the Bank of *England*, and the Certificate of the said Accountant General of the High Court of Chancery, filed in the Register's Office of that Court, (with the said Receipt thereto annexed,) of the Payment of all or any Part of the Money for which any Sale shall be made by virtue of the Power and Authority herein-before contained, into the Bank of *England*, shall from Time to Time be and be deemed to be a good and effectual Discharge to the Purchaser or respective Purchasers of the Hereditaments and Premises so sold, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for his, her, or their respective Purchase Monies, or so much thereof as shall be expressed in such Receipt and Certificate respectively; and such Purchaser or Purchasers shall, after filing the said Receipt and Certificate as aforesaid, be absolutely acquitted and discharged of and from the Monies mentioned in such Receipt and Certificate respectively, and shall not be concerned to see to the Application thereof, or be in anywise answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Estates sold to be held free from the Devises and Charges in Mr. Warner's Will, except Annuities, and the Legacies which have not been paid or assigned.

V. And be it further enacted by the Authority aforesaid, That all and every Person and Persons to whom any Sale or Sales shall be made, under the Authority of this Act, of the said Hereditaments hereby authorized to be sold as aforesaid, or any Part thereof, and the respective Heirs, Executors, Administrators, and Assigns of such Purchaser or Purchasers, shall and may, from and immediately after the Payment of his, her, or their Purchase Money into the Bank of *England*, and the filing of such Receipt and Certificate as aforesaid, and after the Execution of the Conveyance or Conveyances to him, her, or them respectively of the Hereditaments and Premises so sold to him, her, or them as aforesaid, have, hold, and enjoy the same Hereditaments and Premises, freed, exonerated, released, and absolutely discharged of, from, and against all and every the Devises, Uses, Estates, Trusts, Limitations, Powers, Provisoes, Charges, and Incumbrances which, in and by the said last Will and Testament of the said *Henry Lee Warner* deceased, and the said Codicils thereto, or any of them, are expressed and declared of and concerning the said Hereditaments and Premises so sold and conveyed as aforesaid, and which shall at the Time of such Sale and Conveyance be subsisting or capable of taking effect; save and except such and so many of the said Annuities or Yearly Rent

Charges as are now subsisting, and also such and so many of the said Legacies as have not been paid or assigned, as herein-before is mentioned.

In case Annuitants shall release the Estates to be sold from their Annuities, the Remainder of the Testator's Estates, charged therewith, shall remain subject thereto.

VI. Provided always, and it is hereby enacted, That in case the said Annuitants, or any of them, or their or any of their Assigns, shall, at any Time after the passing of this Act, exonerate and release the said Hereditaments and Premises hereby authorized to be sold as aforesaid, or any Part thereof, from the Payment of the said subsisting Annuities or Yearly Rent Charges, or any or either of them, then and in such Case, and notwithstanding such Release, all and singular the said Hereditaments and Premises which were, by the said Will and Codicils of the said *Henry Lee Warner* deceased, or some of them, charged with the Payment of the said Annuities or Yearly Rent Charges, and which, from Time to Time, shall not have been so released, shall be, remain, and continue subject to and charged with the full Amount of the same Annuities or Yearly Rent Charges respectively, and to all Powers and Remedies for enforcing the Payment thereof respectively, in such and the same Manner as if the same Hereditaments had been the only Hereditaments charged by the said Testator's Will and Codicils, or some of them, with the Payment of the same Annuities or Yearly Rent Charges respectively, and no such Release had been made and executed.

Until the Money is invested in the Purchase of Estates in Norfolk, the same is to be laid out in Navy, Victualling, or Exchequer Bills.

VII. And be it further enacted, That all and every Sum and Sums of Money which shall be paid into the Bank of *England* in manner aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of Costs and Expences, and other Purposes, according to the Direction herein-after contained, shall in the meantime, and until the same Monies shall be so applied, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from the Money so laid out in such Bills, and the Money received for the same, when they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling or Exchequer Bills; and all the said Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery, in a summary Way, by the said *Daniel Henry Lee Warner* the Father, or the Person who for the Time being would have been beneficially entitled in Possession or to the Receipt of the Rents and Profits of the Hereditaments hereby authorized to be sold as aforesaid, if the same had not been sold, if such Person shall be of full Age, or if not, then by his or her Guardian or Guardians, be ordered to be sold by the said Accountant General, for completing any Purchase or Purchases made with the Approbation of the said Court of Chancery, in such Manner as that Court shall direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the Money paid for the Purchase thereof, then and in such Case the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments and Real Estates hereby authorized to be sold, if the same had not been sold, or to the Personal Representative

or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Power to apply a sufficient Part of the Purchase Monies in Discharge of Debts or Incumbrances, and to lay out the Remainder in the Purchase of Estates in Norfolk, to be settled to the like Uses as the Estates sold.

VIII. Provided always, and be it further enacted, That a competent Part of the Money arising from the Sale of the said Hereditaments and Premises hereby authorized to be sold as aforesaid, shall or may, by or under the Order and Direction of the said Court of Chancery, to be made in a summary Way, on a Petition to be preferred by such Person or Persons, and in such Manner as aforesaid, be applied in Payment, Satisfaction, and Discharge of all and every or any Debts or Incumbrances which, at the Time of the Death of the said *Henry Lee Warner* the Testator, were charged upon or affected all or any Part of the said Hereditaments and Premises comprehended in and devised by his said Will and Codicils, or any of them, or were created or charged on all or any Part of the same Hereditaments and Premises by the same Will and Codicils, or any of them, and the said Court shall, by any such Order, direct to be paid and satisfied; and that the Residue of such Money shall, upon a Petition to be preferred to the said Court of Chancery, in a summary Way, by the said *Daniel Henry Lee Warner*, the Father, during his Life, and after his Decease, by the Person or Persons who shall, by virtue of or under the said last Will and Testament of the said *Henry Lee Warner* deceased, and the said Codicils thereto, or any of them, be for the Time being beneficially entitled, either for Life or in Tail, to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be purchased with such Money, when the same shall be laid out in a Purchase or Purchases, if such Person or Persons shall be of full Age, or if such Person or Persons shall be under Age, then of his, her, or their Guardian or Guardians respectively, be laid out and invested in a Purchase or Purchases of Real Estates in the said County of *Norfolk*; and from and immediately after such Purchase or Purchases, the Hereditaments or Real Estate to be so purchased shall be conveyed and settled to such of the Uses, upon and for such of the Trusts, Intents, and Purposes, and with, under, and subject to such of the Powers, Limitations, Charges, and Restrictions, which were by the said Will and Codicils of the said *Henry Lee Warner* the Testator limited or declared of or concerning the said Hereditaments and Real Estates therein comprized, and which shall be sold as aforesaid, as shall, at the Time of such Conveyance and Settlement, be subsisting and capable of taking effect.

Power to pay Legacies bequeathed to Infants into the Bank of England, under the Direction of the Court of Chancery, for their Benefit.

IX. And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said Court of Chancery, upon the Petition of the said *Daniel Henry Lee Warner* the Father, during his Life, and after his Death, of any Person or Persons for the Time being entitled to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments and Premises comprehended in or devised by the said Will and Codicils of the said *Henry Lee Warner* the Testator, or any of them, to order the Legacy or Legacies of any Person or Persons, being an Infant or Infants, and entitled to a Legacy or Legacies under the said Will and Codicils of the said *Henry Lee Warner* the Testator, or any of them, to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Chancery, to the Account of the Person or Persons entitled

entitled to the same Legacy or Legacies, or Part of a Legacy or Legacies, and such Payment shall be an effectual Discharge for the same; and the said Accountant General shall lay out the Money so paid, without any formal Request, in the Purchase of Three *per Centum* Consolidated Bank Annuities; and the said Annuities, with the Dividends thereon, shall, by Application to the said Court of Chancery, on Motion, or by Petition, in a summary Way, be respectively transferred and paid to the Party or Parties entitled thereto: Provided always, that if the Money to be so paid shall afterwards appear to be improperly paid, the said Court of Chancery may, on Petition, in a summary Way, dispose of such Money, or the Annuities to be purchased therewith, and the Dividends of such Annuities, in such Manner, and to such Person or Persons, as Justice shall require.

The Court of Chancery to give Directions for effecting the Purposes of this Act.

X. Provided also, and be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make an Order for taxing or settling all Costs, Charges, and Expences which shall have been incurred in preparing, soliciting, obtaining, and passing this Act, and in making the several Applications to the said Court of Chancery, in pursuance of the Provisions herein contained, and in making and completing the Sale of all or any Part of the said Hereditaments and Premises hereby authorized to be sold as aforesaid, and in investing all or any of the Monies which shall be paid into the Bank of *England* as aforesaid, in the Purchase of Real Estates, or discharging Debts or Incumbrances, according to the Directions herein contained, or otherwise in carrying the Purposes of this Act into Execution; and also from Time to Time to make an Order for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from any Sale of the said Hereditaments and Premises hereby authorized to be sold as aforesaid, or any Part thereof, and either before or after the same shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills to be purchased as aforesaid.

Till Sale the Estates to remain settled to the existing Uses, and Persons entitled thereto to receive the Rents thereof until Sale.

XI. And be it further enacted, That in the meantime, and until a Sale or Sales shall be made of the Hereditaments and Premises hereby authorized to be sold as aforesaid, the same Hereditaments and Premises, or such Part or Parts thereof as shall be or remain unsold, shall from Time to Time be, remain, and continue, to the Uses, upon the Trusts, and for the Intents and Purposes, and under and subject to the Charges, Powers, Provisoes, Limitations, and Directions which are in the said Will and Codicils of the said *Henry Lee Warner* deceased, or any of them, expressed and declared concerning the said Hereditaments and Premises therein comprized, and which are or shall be subsisting or capable of taking effect; and that the same Hereditaments and Premises shall be held and enjoyed, and the Rents and Profits thereof shall and may from Time to Time be had, received, and taken accordingly by the Person or Persons who would have been intitled to, or ought to have received the same, in case this Act had not been passed.

Power of Sale to cease on a Recovery being suffered.

XII. Provided always, That when and so soon as a Common Recovery or Common Recoveries shall be duly suffered of all or any of the said Hereditaments and Premises which are hereby authorized to be sold as aforesaid,

aforesaid, and which shall then remain unsold by any Person or Persons who shall be seised thereof, or entitled thereto for an Estate Tail in Possession, or for the First Estate Tail capable of taking effect in Possession, under the said Will and Codicils of the said *Henry Lee Warner* deceased, or any of them, all and singular the Hereditaments and Premises comprised in such Recovery or Recoveries respectively shall thenceforth be, and the same are hereby declared to be thenceforth discharged of and from the Power of Sale herein-before contained.

For appointing new Trustees under the Directions of the Court of Chancery.

XIII. Provided also, and it is hereby further enacted, That if all, any, or either of them the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, or any Trustee or Trustees who shall succeed them, any or either of them, or shall be appointed in the Stead or Place of them, any or either of them, as herein-after is mentioned, shall die, or desire to relinquish the Trusts or Powers hereby in him or them reposed, or shall refuse or decline to act, or become incapable to act in the Execution of the said Trusts or Powers, or shall go out of *Great Britain* before the said Trusts or Powers shall be fully performed and executed, then, and so often as any such Case shall happen, it shall be lawful for the said Court of Chancery, in a summary Way, upon the Petition of the said *Daniel Henry Lee Warner* the Father, or of the Person or Persons who shall for the Time being be entitled to the Possession or to the Rents and Profits of the said Hereditaments and Premises comprised in or devised by the said Will and Codicils of the said *Henry Lee Warner* deceased, or any of them, if such Person or Persons shall then have attained the Age of Twenty-one Years, or if such Person or Persons shall be an Infant or Infants, then upon the Petition of his, her, or their Guardian or Guardians, from Time to Time to make an Order for substituting and appointing any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or going out of *Great Britain* as aforesaid; and that when and so soon as any such Order shall be made, all the Powers, Trust Estates, Trust Monies, and Premises which shall then be vested in the Trustee or Trustees respectively so dying, or desirous of being discharged, or refusing, declining, or becoming incapable to act, or going out of *Great Britain* as aforesaid, either solely or jointly with the other Trustee or Trustees, shall thereupon, with all convenient Speed, be conveyed and transferred in such Manner, and so that the same Powers, Trust Estates, Trust Monies, and Premises, shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees thereof respectively, and such new or other Trustee or Trustees, or if there shall be no continuing Trustee or Trustees, then in such new Trustees only, upon the Trusts and for the Intents and Purposes which are herein-before declared of and concerning the said Trust Estates, Powers, Trust Monies, and Premises respectively, or such and so many of them as shall or may be then subsisting and capable of taking effect; and that such new Trustee or Trustees shall and may in all Things act in the Management and Execution of the Trusts to which he and they respectively shall be appointed, as fully and effectually, and with all the same Powers and Authorities, to all Intents, Effects, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated a Trustee or Trustees, for the

Purposes for which such new Trustee or Trustees respectively shall be appointed a Trustee or Trustees.

For Indemnity of Trustees.

XIV. Provided also, and it is hereby further enacted, That the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, or any of them, or any Trustee or Trustees to be appointed in their or any of their Place or Stead, or their, any or either of their Heirs, Executors, or Administrators, shall be charged and chargeable only for so much and such Part of the said Trust Monies as he and they shall actually receive by virtue of the Trusts and Powers hereby reposed in him and them; and that neither he, they, or any of them shall be answerable or accountable for the other or others of them, or any or either of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only and respectively for his own Acts, Receipts, Neglects, or Defaults respectively; and that neither he, they, or any of them shall be answerable or accountable for any Loss or Damage which may happen in the Execution of the aforesaid Trusts and Powers, unless the same shall happen by or through his or their own wilful Defaults respectively; and then and in that Case each Person shall singly and alone be answerable for such Loss or Damage as shall arise from his own Default; and also that it shall and may be lawful to and for the said Sir *Jacob Henry Astley*, *Henry Jodrell*, *Daniel Jones*, and *William Broughton Flexney*, or any of them, or any Trustee or Trustees to be appointed in their or any of their Place or Stead, or their or any of their Heirs, Executors, Administrators, and Assigns, by and out of the Money which shall come to his and their respective Hands by virtue of the Trusts and Powers aforesaid, to deduct, retain, and reimburse, to and for himself and themselves respectively, and also to allow to each other all Costs, Charges, Damages, and Expences which he and they respectively, or any of them, shall or may suffer, sustain, expend, disburse, lay out, or be put unto, in or about the Execution of the said Trusts and Powers, or any of them, or in relation thereto.

General Saving of Rights.

XV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to the said Annuitants and Legatees respectively whose Charges are herein-before excepted and saved to them and their Assigns respectively, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except to the said *Daniel Henry Lee Warner* the Father, his Heirs, Executors, Administrators, Appointees, and Assigns, and to the said *Daniel Henry Lee Warner* the Son, and his Assigns, and the first and other Sons of the said *Daniel Henry Lee Warner* the Son, and the Heirs Male of the Bodies of the same Sons respectively, and to the said *James Lee Warner* and his Appointees and Assigns, and the Heirs Male of the Body of the said *James Lee Warner*, and to the said *Richard Jodrell*, the surviving Trustee for supporting the contingent Remainders limited by the said Will and Codicils of the said *Henry Lee Warner* deceased, or some of them, and his Heirs, and all and every other Person and Persons, besides the said last-mentioned Annuitants and Legatees and their Assigns, claiming or to claim any Estate, Right, Title, or Interest under the said Will and Codicils of the said *Henry Lee Warner*, deceased, or any of them, of, in, to, or out of the said Hereditaments and

Premises which shall be sold by virtue of or under the Powers and Authorities herein-before mentioned or referred to, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, and out of the said Manors, Messuages, Lands, Tenements, and Hereditaments hereby authorized to be sold as aforesaid, 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 of this Act had not been passed.

Public Act.

XVI. 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

The First SCHEDULE to which the foregoing Act refers.

Names of Annuitants.	Amount of Annuities Lapsed.			Extinguished.			Payable.		
	£	s.	d.	£	s.	d.	£	s.	d.
Anne Warner (now the Wife of Thomas Bagge, Esquire)	0	0	0	0	0	0	100	0	0
Mary Pleasance	400	0	0						
Richard Huntley	200	0	0						
Daniel Henry Woodward (eldest Son of Mary Woodward, now called Daniel Henry Lee Warner, Esquire)	0	0	0	200	0	0			
The said Mary Woodward	400	0	0						
Her two younger Children, Christopher Woodward (who is now living,) and Mary Woodward (who married Robert Nicholl, Clerk, and died in the Testator's Life-time)	0	0	0	0	0	0	200	0	0
The Children of the said Richard Huntley, (namely)									
Richard Huntley, Clerk Wadham Huntley, Clerk Ann Huntley Mary Huntley Elizabeth Huntley Catherine Huntley (now the Wife of the Reverend Benjamin Spry), and Sarah Huntley (now the Wife of William Veel, Esquire)	0	0	0	0	0	0	200	0	0
Henry Arnold, Esquire	200	0	0						
The Children of the said Henry Arnold, (namely)									
Henry Arnold Samuel Arnold John Arnold Tryphena Arnold Mary Arnold Cassandra Arnold (now the Wife of John Walsh, Esquire), and Elizabeth Arnold (now the Wife of Benjamin Clarke)	0	0	0	0	0	0	200	0	0
Ann Layton	5	0	0						
Margaret Codham	5	0	0						
Elizabeth Codham, her Daughter	0	0	0	0	0	0	5	0	0
Richard Rush (and his Wife Mary Rush, who died in the Life-time of the Testator)	0	0	0	0	0	0	20	0	0
Richard Rochester (and his Wife Mary Rochester, who died in the Life-time of the Testator)	0	0	0	0	0	0	20	0	0
£	1,210	0	0	200	0	0	745	0	0

Dan. Jones.

The Second SCHEDULE to which the foregoing Act refers.

Names of Legatees.	Amount of Legacies which have been paid.			which have not been paid.			lapsed.		
	£	s.	d.	£	s.	d.	£	s.	d.
BY THE WILL.									
Ann Warner, (now the Wife of Thomas Bagge, Esq.)	-	-		-	-		2000	0	0
Mary Woodward	-	-		-	-		500	0	0
Mary Woodward, her Daughter, (afterwards the Wife of Robert Nicholl, Clerk)	-	-		-	-		500	0	0
Henry Arnold, Esq.	-	-		-	-		200	0	0
Sir Edward Astley, Bart.	-	-		-	-		100	0	0
The Rev. Henry Nicholas Astley	-	-		200	0	0			
Mary Milles, late of Nackington	-	-		-	-		100	0	0
Richard Milles, Esq.	-	-		100	0	0			
His Daughter Mary Elizabeth Milles (now the Wife of Lord Sondes)	-	-		100	0	0			
Dame Anne Astley	-	-		-	-		100	0	0
Mary Milles (Daughter of the said Mary Milles)				100	0	0			
John Milles, Esq.	-	-		100	0	0			
Ruth Milles	-	-		100	0	0			
Mary Milles (Daughter of the said Ruth Milles)				100	0	0			
John Glasse, Rector of Pencombe in Herefordshire	-	-		100	0	0			
Anne Stephens	-	-		-	-		100	0	0
Richard Huntley, Clerk	-	-		-	-		100	0	0
Dr. Samuel Glasse	-	-		100	0	0			
George Henry Glasse, Clerk (his only Son, called Henry Glasse)	-	-		100	0	0			
Mrs. Cole	-	-		-	-		100	0	0
Her Daughter	-	-		-	-		100	0	0
William Lee, Esq.	-	-		-	-		100	0	0
Samuel Wegg, Esq.	-	-		-	-		100	0	0
Sarah Jackson, Widow of the late Bishop of Kildare, and formerly the Widow of Dean Cope	-	-		100	0	0			
Henry Stephens, Esq.	-	-		-	-		100	0	0
Richard Jackson, Esq.	-	-		-	-		100	0	0
Richard Jodrell, Esq.	-	-		100	0	0			
Mrs. Brooks	-	-		-	-		50	0	0
John Barnwell, Esq.	-	-		-	-		50	0	0
The Reverend Gilbert Bouchery, Clerk	-			-	-		50	0	0
Mary Pleasance	-	-		-	-		300	0	0
James Codham	-	-		-	-		50	0	0
The Poor of Little Walsingham	-	-		10	0	0			
The Poor of Hindon	-	-		10	0	0			
Carry over £				1320	0	0	2000	0	0	2800	0	0

Names of Legatees.	Amount of Legacies which have been paid.			Amount of Legacies which have not been paid.			Amount of Legacies lapsed.		
	£	s.	d.	£	s.	d.	£	s.	d.
Brought over	1320	0	0	2000	0	0	2800	0	0
BY THE THIRD CODICIL.									
Daniel Henry Woodward (now called Daniel Henry Lee Warner, eldest Son of Daniel Henry Woodward, Esq. now called Daniel Henry Lee Warner) - - -	-		-	500	0	0			
The younger Son and Daughter of the said Daniel Henry Lee Warner, Esq. (namely)									
The Reverend James Lee Warner -	-		-	500	0	0			
Ann Lee Warner - - -	-		-	500	0	0			
Christopher Woodward, Esq. - -	500	0	0						
The said Mary Nicholl - - -	-		-	-		-	500	0	0
The said Mary Woodward, the Mother -	-		-	-		-	1000	0	0
The said Ann Stephens - - -	-		-	-		-	50	0	0
The said Richard Huntley - - -	-		-	-		-	50	0	0
Richard Huntley, Clerk, his Son - -	50	0	0						
The Children of the said Richard Huntley the Son, (namely)									
Ann Huntley - - -	100	0	0						
Webster Huntley - - -	50	0	0						
James Huntley - - -	50	0	0						
Henry Huntley - - -	50	0	0						
Warburton Huntley - -	50	0	0						
Clara Huntley - - -	50	0	0						
Edmund Huntley - -	50	0	0						
The said Henry Arnold - - -	-		-	-		-	100	0	0
His Children, (namely)									
Henry Arnold - - -	50	0	0						
Samuel Arnold - - -	50	0	0						
John Arnold - - - -	50	0	0						
Tryphena Arnold - - -	50	0	0						
Cassandra Arnold (now the Wife of John Walsh, Esq.) - - -	50	0	0						
Mary Arnold - - -	50	0	0						
Tryphena Arnold (Widow of Henry Arnold, deceased) - - - -	50	0	0						
The said Dr. Samuel Glasse - -	50	0	0						
Mrs. Hannah Glasse, his Wife - -	50	0	0						
The Reverend George Henry Glasse, his Son (called Samuel) - -	50	0	0						
The said John Glasse - - -	50	0	0						
Mrs. Glasse, Wife of the said John Glasse -	-		-	-		-	50	0	0
The Children of the said John Glasse and his Wife, (namely)									
John Glasse of Burnham Westgate, in Norfolk, Clerk - - -	50	0	0						
Ann Susanna Glasse, now the Wife of Colonel Thomas Frederick - -	50	0	0						
Catherine Glasse - -	50	0	0						
Carry over £	2970	0	0	3500	0	0	4550	0	0

Names of Legatees.	Amount of Legacies which have been paid.			Amount of Legacies which have not been paid.			Amount of Legacies lapsed.		
	£	s.	d.	£	s.	d.	£	s.	d.
Brought over	2970	0	0	3500	0	0	4550	0	0
The Reverend Henry Carrington, Clerk -	100	0	0						
The Children of the said Anne Bagge, (namely)									
Henry Lee Bagge - - -	-	-		500	0	0			
William Wilson Bagge - -	-	-		500	0	0			
Edward Bagge - -	-	-		500	0	0			
Arthur Bagge Infants -	-	-		500	0	0			
Thomas Bagge - -	-	-		500	0	0			
Anne Bagge - -	-	-		500	0	0			
The said Anne Bagge - - -	-	-		1000	0	0			
The Children of Richard Rush, at his Death, (namely)									
Richard, John, and Mary Rush -	-	-		500	0	0			
Mary the Wife of Lewis Minn, at the Death of Richard Rochester - - -	-	-		250	0	0			
Elizabeth, the Wife of Edward Fisher, at the Death of Ditto - - - -	-	-		250	0	0			
£	3070	0	0	8500	0	0	4550	0	0

Dan. Jones.

The Third SCHEDULE to which the foregoing Act refers.

	Contents by Estimation.			Yearly Rent.		
In the County of Wilts.	A.	R.	P.	£	s.	d.
In or near or adjoining to the Parish of Pertwood.						
The Manor of Pertwood, otherwise Pertworth, with the Appurtenances.						
The perpetual Advowson of the Rectory and Parish Church of Pertwood, otherwise Pertworth.						
A Messuage or Farm House, Barns, Outbuildings, and Farm, in the Occupation of John Parham -	293	3	0	200	0	0
A Coppice, called Wyley's Copse, (now in hand) -	25	0	0			
In or near or adjoining to the Parish of Berwick Saint Leonard.						
The Manor of Barwick, otherwise Cold Barwyke, otherwise Barwike Saint Leonard, otherwise Berwick Saint Leonard, with the Appurtenances.						
The perpetual Advowson of the Rectory and Parish Church of Berwick Saint Leonard, with the Chapel of Sedgehill annexed.						
An old Mansion House, and a Messuage or Farm House, Barns, Outbuildings, and Farm, and sundry Cottages, in the Occupation of William Harding and his Under-tenants, or others; and also the Tolls of the Fair of Berwick Saint Leonard; which Premises and Tolls are let to the said William Harding - - - -	792	1	20	465	0	0
A Barn and other Buildings and Farm, in the Occupation of John Harding - - -	51	2	0	72	0	0
A Cottage, with the Garden and Appurtenances thereto belonging, in the Occupation of Jacob Keens - - - - - -	0	0	6	1	5	0
A Cottage, with the Garden and Appurtenances thereto belonging, in the Occupation of John Gray - - - - - -	0	0	12	1	15	0
Several Coppices, called respectively Penning, Brick-kiln, Chelfinch, Stock Lane, Lime Pit, the Plot, and Berwick Bushes, (now in hand) - -	195	0	0			
In or near or adjoining to the Parishes of Boyton and Corton, or one of them.						
Several Coppices called respectively Moorehill Dean, Poyn, Bottom, Ridgehill, Gateway, Buckle Dean, Skud Marsh, Croft, and Birch, (now in hand) -	330	0	0			
			£	740	0	0

Dan. Jones.

	Contents by Estimation.			Yearly Rent.		
	A.	R.	P.	£	s.	d.
In the County of Somerset.						
In or near or adjoining to the Parishes of Shepton Montague, Charlton Musgrave, and Wincanton, or some or one of them.						
The Manor of Knoll, otherwise Knowle, with the Appurtenances.						
A Messuage, Barn, and other Buildings, and Farm, called Knowle Park Farm, and sundry Cottages, in the Occupation of James King and his Undertenants, or others - - - - - - - -	226	0	16	330	0	0
A Messuage, Barn, and other Buildings, and Farm, called Knowle Rock Farm, and certain Cottages, with the Appurtenances, in the Occupation of Edmund Brown and his Undertenants, or others -	145	1	4	167	0	0
Lands in the Occupation of Philip Pittman, as Undertenant to the Honourable Stephen Digby Strangeways, who is seised thereof for his Life -	25	1	2	0	6	0
Lands, for which Mrs. Dampier pays yearly -	-	-	-	0	4	0
In or near or adjoining to the Parish of Bratton.						
The Manor of Bratton, otherwise Bratton Seamer, otherwise Bratton Semer, otherwise Bratton Seymour, otherwise Bratton Saint Maure.						
The Perpetual Advowson of or the Alternate Right of Presentation to the Rectory and Parish Church of Bratton, otherwise Bratton Seamer, otherwise Bratton Semer, otherwise Bratton Seymour, otherwise Bratton Saint Maure						
A Messuage, Barn, and other Buildings, and Farm and Cottages, with the Appurtenances, in the Occupation of Richard Hodges and his Undertenants -	389	3	26	300	0	0
A Cottage and Garden, with the Appurtenances, now or late in the Occupation of John Hooper, who is seised thereof for his Life - - -	0	0	20	0	0	6
			£	797	10	6
In the County of Northampton.						
An Annual Rent Charge or Fee Farm Rent, or Tenth of One hundred and two Pounds Sixteen Shillings and Sixpence Halfpenny, issuing out of the Lordships of Peterborough, and the Manors of Longthorpe, Castor, Sutton, Clinton, Pegkirke, Maxie, and North Burrough, otherwise North Borowe, and other Hereditaments, in the said County of Northampton	-	-	- £	102	16	6½

Dan. Jones.

	Contents by Estimation.			Yearly Rent.		
In the County of Kent, and the City and County of the City of Canterbury.						
	A.	R.	P.	£	s.	d.
The Manor of Dane John, otherwise Dungeon, and the Scite thereof, in the Parishes of Saint Mary Bredin and Saint Mildred, or one of them.						
The Perpetual Advowson of the Parish Church of Saint Mary Bredin.						
The Rectory or Parsonage of Saint Mary Bredin, comprehending the Tythes of Two Farms, called respectively Stuppington Farm, and Murton Farm, and of sundry Lands and Hopgrounds, which Tithes are let to sundry Persons - - -				156	12	0
A Messuage, Barns, and other Buildings, Limekilns, Farm, and Hopgrounds, called Dane John Farm, and sundry Cottages with the Appurtenances, in the Occupation of the Personal Representative or Representatives of Henry Kemp and their Undertenants -	67	0	0	140	0	0
A Messuage, a Cottage, Orchard, and Garden, with the Appurtenances, in the Occupation of the Widow Hayward and the Widow Turner - - -	3	2	36	30	0	0
A Messuage, and other Buildings and Land, in the Occupation of John Hodges Esquire, and his Undertenants - - - - -	14	0	0	47	0	0
A Messuage, or Public House, with the Appurtenances, in the Occupation of William Baldock, or his Undertenant - - -	-	-	-	10	0	0
A Stable, in the Occupation of Ditto - -	-	-	-	4	4	0
Two Cottages, with the Gardens and Appurtenances, in the Occupation of William Fox and his Undertenants - - - -	-	-	-	7	10	0
A Cottage, with the Appurtenances, in the Occupation of Richard Pay - - - -	-	-	-	1	10	0
A Stable, in the Occupation of George Milgate -	-	-	-	3	18	0
Hopground, in the Occupation of Abraham Dombrain	2	0	0	12	4	0
Ditto, in the Occupation of Henry Hooper - -	4	1	0	27	9	0
Ditto, in the Occupation of Richard Elwyn - -	13	0	0	79	6	0
Ditto, in the Occupation of William Hobday - -	3	0	0	18	6	0
Ditto, in the Occupation of Edward Minter - -	3	0	0	18	6	0
Ditto, in the Occupation of William Hatcher - -	2	2	0	15	5	0
Ditto, in the Occupation of William Pearson - -	1	2	0	9	3	0
Ditto, in the Occupation of Joseph Royle - -	1	1	0	7	12	6
Ditto, in the Occupation of Thomas Mount - -	0	2	5	3	5	0
An Inclosure of Pasture Land, with a Shed or Building thereon, in the Occupation of Hercules Pack -	2	0	27	21	0	0
In Hardres and Nackington.						
Lands in the Occupation of Henry Godfrey Fawssett Esquire, and his Undertenants - - -	33	1	4	15	0	0
			£	627	10	6

Dan. Jones.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1826.