ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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Catherine Juliana, the Wife of *Edward Dolman Scott* Esquire, and *Amelia*, the Wife of Sir *Alexander Hood* Baronet, and that the Portions payable to his said Daughters, and their respective Children or Husbands, were not raiseable or payable until his Decease, he then gave and devised unto *William Jeffery Lockett* of the Town of *Derby*, *Bryan Thomas Balguy* of the Town of *Derby*, and *Robert Plummer Weddall* of *Selby* in the County of *York*, Esquires, their Heirs and Assigns, all his Lands, Tenements, and Hereditaments, and all other his Real Estate, situate, lying, and being in the Parish of *Saint Werburgh* or elsewhere within the Borough of *Derby* in the County of *Derby*, and also the next Turn or Presentation which should first happen after his Decease to the Rectory or Parsonage of *Morley* in the said County, and also all his Estate, Right, Title, and Interest in and to all Coal and other Mines and Minerals within or under certain Lands at or near *Ipstones* in the County of *Stafford*, with the Rights, Privileges, Advantages, and Appurtenances thereto respectively belonging, to hold the same unto and to the Use of the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, their Heirs and Assigns for ever, upon trust nevertheless that they the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, should with all convenient Speed after his Decease absolutely sell and dispose of the same Lands, Tenements, next Presentation, Mines, Minerals, and Hereditaments, together or in Parcels, and by public Auction or Sale or by private Contract, for the most Money that could be reasonably had or gotten for the same, and should convey and assure the Hereditaments and Premises which should be so sold unto the Purchaser or respective Purchasers thereof, or his or their Heirs and Assigns, or as he or they should respectively direct or appoint, and should, by, with, and out of the Monies to arise by such Sale or Sales, in the first place, pay and discharge the Costs, Charges, and Expenses of preparing for and making such Sale or Sales, and, in the next place, should apply the Monies to arise by such Sale or Sales in aid of his Personal Estate not otherwise disposed of by his Will, in manner following, (that is to say,) in or towards Payment and Discharge of all such Debts or Sums of Money as should be a Charge or Lien on the said Hereditaments and Premises at the Time of his Decease, and then in or towards Payment and Discharge of all such Debts or Sums of Money as at the Time of his Decease should be a Charge or Lien upon all or any of his other Real Estates, and such Debts or Sums of Money were to be paid in such Order and Course, and with such Priority, or otherwise, and in such Manner as his said Trustees the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, should, in their or his Discretion, think proper, and after the several Payments aforesaid should be made, then in or towards Payment of his other just Debts and his Funeral and Testamentary Expenses, and in case there should be any Surplus of the Monies to arise by such Sale or Sales as aforesaid, then he directed that the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should lay out and invest such surplus Monies, in their or his Names or

Name, in some or one of the Public Stocks or Funds of *Great Britain*, upon the Trusts therein-after declared thereof, and, until the same should be applicable to the Purposes of such Trusts, should accumulate the Dividends and annual Produce of the same Stocks or Funds, to the Intent that such Accumulations might be added to and become Part of and be subject to the Trusts therein-after declared concerning the Stocks or Funds from which such Accumulations should be produced, and he directed that in the meantime and until the aforesaid Hereditaments and Premises should be sold the Rents and Profits thereof should be received by his said Trustees or Trustee for the Time being, and should be applied by them or him upon the Trusts therein-before declared concerning the Monies to arise by the Sale of the same Hereditaments and Premises; and the said Testator gave divers specific and pecuniary Legacies to various Persons, and he appointed the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall* Executors of his said Will, and he directed that the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, their Executors and Administrators, should stand possessed of and interested in the Surplus of the Monies to arise by the Sale of his Real Estates therein-before devised in trust to be sold as aforesaid, and the Accumulations thereof (if any), and the Stocks and Funds of which the same should respectively consist, in trust as a Fund for Payment, and in aid of his Personal Estate, of the several pecuniary Legacies therein by him bequeathed, and if there should be any Surplus after the several Payments aforesaid, then as to such Surplus in trust for his Daughters the said *Catherine Juliana Scott* and Dame *Amelia Hood*, for their separate Use and Benefit, equally to be divided between them, Share and Share alike, as Tenants in Common, and their respective Executors, Administrators, and Assigns, and he gave and devised unto the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and their Heirs, all the Rest, Residue, and Remainder of his Manors, Messuages, Farms, Lands, Tenements, Advowsons, Tithes, Coal Mines or Shares in Coal Mines, Rents, and Hereditaments, whatsoever and wheresoever, not therein-before by him devised, (except the next Presentation therein-before by him devised as aforesaid,) to hold unto the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and their Heirs for ever, nevertheless to the Uses, upon the Trusts, and for the Intents and Purposes therein-after declared concerning the same; (that is to say,) to the Use, Intent, and Purpose that his Wife Dame *Temperance Bateman* and her Assigns should and might, from and after his Decease, yearly and every Year during her natural Life, if she should so long continue his Widow and unmarried, have, receive, and take the yearly Rent or annual Sum of Eight hundred and fifty Pounds of lawful Money of *Great Britain*, free from Taxes, and without any other Deduction; but in case his said Wife should happen to marry after his Decease, then to the Use, Intent, and Purpose that she his said Wife and her Assigns should thenceforth during the Remainder of her Life, and in lieu of the said yearly Rent of Eight hundred and fifty Pounds, have, receive, and take One Annuity or yearly Rent of Two hundred and fifty Pounds of like Money, free from Taxes, and without any other

Deduction,

Deduction, such Annuity or yearly Rent-charge of Eight hundred and fifty Pounds, or Two hundred and fifty Pounds, payable for the Time being as aforesaid, to be paid and payable to his said Wife or her Assigns in addition to the Jointure provided for her by his Marriage Settlement, and on the same Days or Times on which such Jointure was made payable, and to be, together with such Jointure, in lieu, bar, and satisfaction of and for all Dower or Thirds at Common Law, or by Custom, Free Bench, or Widow's Part, which she could, should, or might have or claim of, in, to, or out of all and every or any of the Freehold, Copyhold, or Customary Manors and other Hereditaments of or to which he was then seised or entitled, or to which Dower or Free Bench was or might be incident, with Powers of Distress and Entry for securing the due Payment of the said Rents-charge; and, subject and without Prejudice to the said yearly Rent or annual Sum of Eight hundred and fifty Pounds, or Two hundred and fifty Pounds, payable for the Time being as aforesaid, and to the Powers and Remedies therein-before given for enforcing the Payment thereof, to the Use of the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, their Executors and Administrators, for and during and unto the full End and Term of Five hundred Years to be computed from his Decease, and thence next ensuing and fully to be complete and ended, without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes therein-after expressed and declared concerning the same; and from and after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of *Richard Thomas Bateman*, eldest Son of his late Brother *Richard Bateman*, and the Assigns of the said *Richard Thomas Bateman* during his Life, without Impeachment of Waste, felling or cutting down Timber upon any Part of his Estates (except only for necessary Repairs to the Fences and Buildings thereon) without the Consent in Writing of the Trustees or Trustee for the Time being of that his Will always excepted, with Remainder to the Use of *Thomas Gisborne* and *Sinckler Porter* and their Heirs, during the Life of the said *Richard Thomas Bateman*, in trust to preserve contingent Remainders, with Remainder to the Use of *Hugh Bateman*, only Son of the said *Richard Thomas Bateman*, and the Assigns of the said *Hugh Bateman* during his Life, without Impeachment of Waste, felling or cutting down Timber upon any Part of his Estates (except only for necessary Repairs to the Fences and Buildings thereon) without the Consent in Writing of the Trustees or Trustee for the Time being of that his Will always excepted, with Remainder to the Use of the said *Thomas Gisborne* and *Sinckler Porter*, and their Heirs, during the Life of the said *Hugh Bateman*, in trust to preserve contingent Remainders, with Remainder to the Use of the First Son of the Body of the said *Hugh Bateman* lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the said *Hugh Bateman* lawfully to be begotten, severally, successively, and in remainder one after another as they and every of them should be in Seniority of Age and Priority of Birth, and the Heirs

Heirs Male of the Body and respective Bodies of such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body being always to be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and in default of such Issue, to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the said *Richard Thomas Bateman* lawfully begotten or to be begotten, severally, successively, and in remainder one after another as they and every of them should be in Seniority of Age and Priority of Birth, and the Heirs Male of the Body and respective Bodies of such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body being always to be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing, with divers Remainders over; and as for and concerning the said Term of Five hundred Years therein-before limited to the Use of the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, their Executors and Administrators as aforesaid, he declared that the same was so limited to them upon and for the Trusts, Intents, and Purposes therein-after expressed and declared concerning the same; (that is to say,) in trust, in the first place, for the better and more effectually securing unto the said Dame *Temperance Bateman* the said yearly Rent-charge of Eight hundred and fifty Pounds, or Two hundred and fifty Pounds, limited to her as aforesaid; and, subject and without Prejudice to the Trust aforesaid, upon trust that they the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should, when and as they or he should in their or his Discretion think proper, by Mortgage of all or any of the Manors and other Hereditaments comprised in the aforesaid Term of Five hundred Years; and in case the said Trustees or Trustee for the Time being could not conveniently and without Delay or Hindrance to the Execution of the Trusts of that his Will, borrow and raise Money as aforesaid by Mortgage at Five Pounds *per Centum*, then and in such Case, if they or he should in their or his Discretion think proper, by Sale of the said Manors and other Hereditaments or any Part or Parts thereof, for all or any Part of the same Term, levy and raise such Sum or Sums of Money as should be requisite or necessary in aid of his Personal Estate not specifically bequeathed, to pay and satisfy all such Debts and Sums of Money as should at the Time of his Decease be a Charge or Lien upon his said Real Estates or any of them, and the Interest thereof, and all such other Debts and Sums of Money as should be due and owing from him at the Time of his Decease, and the Interest due upon such of them as should bear or carry Interest, and also all such Sums of Money as should be requisite or necessary in aid of his Personal Estate to pay and satisfy the several pecuniary Legacies therein-before by him bequeathed, exclusively of the Legacies bequeathed to the Children of his said Two Daughters as therein mentioned, and should pay and apply the Money so to be levied and raised in or towards Payment and Satisfaction thereof accordingly; and, subject and without Prejudice to the Trusts aforesaid, upon further Trust that they the said *William Jeffery Lockett*, *Bryan*

Bryan Thomas Balguy, and *Robert Plummer Weddall*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should, by, with, and out of the annual Rents and Profits of his said Manors and other Hereditaments comprised in the said Term of Five hundred Years, pay and satisfy the Interest which should from Time to Time become due for or in respect of any Principal Sum or Sums of Money then charged or which should from Time to Time or at any Time or Times be a Charge or Lien upon the same Manors and other Hereditaments, or any of them, and also the Interest upon or in respect of such of his other Debts as should from Time to Time bear or carry Interest; and upon this further Trust, that the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should, after the Decease of his (the said Testator's) Wife, subject and without Prejudice to the Trusts therein-before declared, by and with the annual Rents and Profits of the said Manors and other Hereditaments comprised in the said Term of Five hundred Years, accumulate at least the Sum of Five hundred Pounds yearly and every Year for the Intents and Purposes therein-after particularly mentioned; and upon further Trust, that if his said Daughter *Catherine Juliana Scott* should be living at the Decease of his said Wife, they his said Trustees, and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, should yearly and every Year after the Decease of his said Wife during the then Remainder of the Life of his said Daughter *Catherine Juliana Scott*, by, with, and out of the annual Rents and Profits of his said Manors and other Hereditaments comprised in the said Term of Five hundred Years, levy and raise the annual Sum of Five hundred Pounds of lawful Money of *Great Britain*, free from Taxes, and without any other Deduction, and should pay the same annual Sum by equal half-yearly Payments into the proper Hands of his said Daughter *Catherine Juliana Scott*, or unto such Person or Persons as she should from Time to Time after the same should become due order or direct the same to be paid, to the Intent that the said Annuity or yearly Sum might be for the sole and separate Use of his said Daughter independently of her Husband, and not to be subject to his Debts or Control, and to the Intent that she might not make any Assignment or Appointment by way of Anticipation of any unaccrued Part or Parts of the said Annuity or yearly Sum, and the first half-yearly Payment of the said annual Sum of Five hundred Pounds should be made at the End of or within Six Calendar Months next after the Decease of his said Wife; and upon further Trust, that if his said Daughter *Amelia Hood* should be living at the Decease of his said Wife, they his said Trustees, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should yearly and every Year after the Decease of his said Wife, during the then Remainder of the Life of the said *Amelia Hood*, by, with, and out of the annual Rents and Profits of his said Manors and other Hereditaments comprised in the said Term of Five hundred Years, levy and raise the annual Sum of Five hundred Pounds of lawful Money of *Great Britain*, free from Taxes, and without any other Deduction, and should pay the same annual Sum

by half-yearly Payments into the proper Hands of his said Daughter *Amelia Hood*, or unto such Person or Persons as she should from Time to Time, after the same should become due, order or direct the same to be paid, to the Intent that the said Annuity or yearly Sum might be for the sole and separate Use of his said Daughter *Amelia Hood*, independently of her Husband, and not to be subject to his Debts or Control, and to the Intent that she might not make any Assignment or Appointment by way of Anticipation of any unaccrued Parts or Part of the said Annuity or yearly Sum, and the first half-yearly Payment of the same annual Sum of Five hundred Pounds should be made within Six Calendar Months after the Decease of his said Wife, nevertheless, if it should happen, from Contingencies or unforeseen Events, that after the Rents and Profits of his said Manors and other Hereditaments comprised in the said Term of Five hundred Years should be applied in or towards answering the Trusts or Purposes therein-before declared, there should not remain sufficient of the said annual Rents and Profits to answer and pay the said Two several Annuities of Five hundred Pounds each, then, and when and so often from Time to Time as the Case should happen, the said Annuities of Five hundred Pounds each to his said Daughters, or such One of them as should be then payable, should abate rateably and in proportion to such Deficiency of yearly Rents and Profits; and, subject and without Prejudice to the Trusts therein-before declared, upon the further Trust, that the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, under the Directions therein-after contained, levy and raise, by means of accumulating the Surplus for the Time being of the said annual Rents and Profits of his said Manors and other Hereditaments, such Sum or Sums of Money in aid of his Personal Estate as would be sufficient to pay and satisfy the several Legacies therein-before by him bequeathed to the Children of his said Two Daughters as therein mentioned, and for that Purpose upon trust that they his said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should from Time to Time after his Decease during Twenty-one Years, to be computed therefrom, or until the Sums of Money bequeathed to the Children of his said Two Daughters as aforesaid should by means of Accumulation or otherwise be levied and raised, or until such Legacies should previously become not payable, accumulate the Surplus for the Time being of the said annual Rents and Profits of his said Manors and other Hereditaments comprised in the said Term of Five hundred Years, by investing the same Surplus of the said annual Rents and Profits, and the Dividends, Interest, and annual Produce of the Stocks, Funds, and Securities to be acquired by such surplus Rents and Profits, in the Names or Name of them his said Trustees or Trustee for the Time being, in some or One of the Public Stocks or Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and he directed that such Accumulations, and the Stocks, Funds, and Securities of which the same should consist, should be applied in aid of his Personal Estate in or towards Payment or Satisfaction of the several Legacies or Sums of Money therein-before by him bequeathed to the Children of his said

Two Daughters, as therein mentioned, or such of the said Legacies or Sums of Money as should become vested in such Child or Children as therein mentioned; and upon further Trust, that in case the Accumulations therein-before directed to be made of the Rents and Profits of his said Manors and other Hereditaments should not be sufficient, in aid of his Personal Estate, to pay and satisfy the said Legacies or Sums of Money bequeathed to the Children of his said Two Daughters as aforesaid, then he directed that his said Trustees or Trustee for the Time being should raise the Deficiency by Mortgage of all or any of his said Manors and other Hereditaments comprised in the said Term of Five hundred Years, and the Interest of the Monies to be raised by Mortgage as aforesaid should be paid by and out of the annual Rents and Profits of the said Manors and other Hereditaments; and, subject and without Prejudice to the Trusts therein-before declared, in trust from Time to Time to raise, by way of Accumulation of the annual Rents and Profits of his said Manors and Hereditaments, such Sums of Money as would be equal in Amount to the Portions secured to his said Daughters, their respective Children or Husbands, by their Marriage Settlements or otherwise as aforesaid, and the Debts which should be justly due and owing from him at the Time of his Decease by Mortgage or otherwise; and for that Purpose, upon trust that they the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should from Time to Time receive the annual Rents and Profits of the same Manors and other Hereditaments which might remain after or not be applied in or towards answering the Trusts or Purposes aforesaid, and should from Time to Time accumulate the same in manner therein mentioned, until such Accumulations, with and including the Accumulation of Five hundred Pounds a Year therein-before directed to be made after the Decease of his Wife, should amount in Value to the Portions provided for his said Daughters by their Marriage Settlements or otherwise as aforesaid, and the Debts which should be justly due and owing from him at the Time of his Decease, by Mortgage or otherwise as aforesaid, and stand possessed of such Accumulations upon the Trusts therein-after declared concerning the same, with a Proviso for Cesser of the said Term; and as for and concerning the Accumulations therein-before by him directed to be made to an Amount equal in Value to the Portions provided for his said Daughters, their respective Children or Husbands as aforesaid, and the several Debts by him owing at the Time of his Decease, by Mortgage or otherwise, and the Stocks, Funds, and Securities of which such Accumulations should consist, he directed that the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should, at such Time or Times as they or he should in their or his Discretion think proper, sell and dispose of the said Accumulations, Stocks, Funds, and Securities, and convert the same into Money, and should, by, with, and out of the Monies to be produced from the said Accumulations, Stocks, Funds, and Securities, pay the said Portions of the Children of his said Daughters, and the Debts due and owing from him, by Mortgage

gage or otherwise, as aforesaid, or the Monies which should be borrowed by his said Trustees or Trustee at Interest by way of Mortgage, for the Purpose of paying and satisfying such Portions and Debts; and as for and concerning, as well the ultimate Surplus (if any) of such last-mentioned Accumulations, Stocks, Funds, and Securities, as also the ultimate Surplus (if any) of the Accumulations therein-before by him directed to be made for the Purpose of paying the said Legacies therein-before by him bequeathed to the Children of his said Two Daughters as aforesaid, and the Stocks, Funds, and Securities of which such Accumulations should consist, he directed that the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should lay out and invest such respective Surpluses in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments, Freehold or Copyhold, to be situate, lying, and being in *England* or *Wales*, which said Manors, Messuages, Lands, Tenements, or Hereditaments so to be purchased should be conveyed, settled, and assured to, for, and upon the several Uses, Trusts, Intents, and Purposes, and under and subject to the several Powers, Provisoes, Declarations, and Agreements in and by that his Will limited, expressed, and declared of and concerning the Residue of his Real Estates thereby devised, or limited to Uses in strict Settlement as aforesaid, or such of them as should be then subsisting undetermined and capable of taking effect; and he directed that it should be lawful for the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and the Survivors and Survivor of them, his Executors and Administrators, at any Time or Times, with the Consent in Writing of his said Nephew *Richard Thomas Bateman*, or of such Person as should for the Time being by virtue of the Limitations aforesaid be entitled to the first Estate of Freehold or Inheritance of and in the Residue of his said Real Estates therein-before devised or limited to Uses in strict Settlement as aforesaid, if such Person should be of full Age, but if not with the Consent in Writing of his Guardian, and also with the Consent in Writing of his said Wife, if she should be then living, to contract for and to make Sale and dispose of, or to convey in exchange for any other Lands or Hereditaments to be situate in that Part of *Great Britain* called *England* or in *Wales*, all or any Part or Parts of the said Residue of his Real Estates, unto any Person or Persons willing to purchase or take the same in exchange for any Price or Prices in Money, or such other Equivalent in Manors, Lands, or Hereditaments as to his said Trustees, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should from Time to Time seem reasonable, and also to enfranchise all or any of his Customary or Copyhold Messuages, Lands, Tenements, or Hereditaments; and for the Intents and Purposes aforesaid, or any of them, it should and might be lawful to and for the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, with such Consent as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, and

the Executors or Administrators of such Survivor, sealed and delivered in the Presence of Two or more credible Witnesses, to revoke, determine, and make void all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Agreements therein-before limited, declared, and contained of and concerning the Hereditaments so to be sold or exchanged, or any Part thereof, (except any subsisting Lease or Leases which should or might have been made under the Power of leasing therein-before contained,) and by the same or any other Deed or Deeds, Writing or Writings, to be by them or him sealed, delivered, and attested as aforesaid, to limit and appoint, direct and declare, such Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments (the Uses whereof should be so revoked) which it should be thought fit or expedient to limit, declare, or appoint, in order to effect such Sale, Exchange, or Disposition as aforesaid; and that upon such Exchange as aforesaid it should and might be lawful for the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, to receive or take any Sum or Sums of Money by way of Equality of Exchange; and also that upon such Enfranchisement it should and might be lawful for the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, to pay out of the Trust Monies in their Hands, Custody, or Power any Sum or Sums of Money which should be requisite or reasonable for that Purpose; and upon Payment of the Money which should arise by any such Sale or Sales, or which should be paid for Equality of Exchange, it should be lawful for the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivor or Survivors of them, his Executors or Administrators, to give, sign, and deliver proper Receipts and Acquittances for the same, and that the Person or Persons paying such Monies should not be answerable or accountable for any Loss, Nonapplication, or Misapplication of the Monies which in such Receipt or Receipts should be expressed to be received: Provided nevertheless, and he thereby declared his Will to be, and directed, that when all or any Part of the said Residue of his Real Estate should be sold, under or in pursuance of the Power lastly therein-before mentioned, for a valuable Consideration in Money, and also when any Sum or Sums of Money should be received for Equality of Exchange, in pursuance of the Power therein-before contained, then they the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, his Executors or Administrators, should with all convenient Speed, with such Consent as aforesaid, lay out and invest all and every the Sum and Sums of Money to arise by such Sale or Sales, and to be paid for Equality of Exchange as aforesaid, in the Purchase of other Lands, Tenements, or Hereditaments, to be situate in that Part of *Great Britain* called *England*, or in *Wales*, and whereof any Part not exceeding One Fourth Part in any One Purchase might, if the Parties interested should think fit, be Copyhold of Inheritance, and as well the Hereditaments so to be purchased as those to be taken in exchange as aforesaid should be forthwith conveyed and assured to,

for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as were in and by that his Will expressed and declared of and concerning the Hereditaments which should be sold or given in exchange or enfranchised, or in lieu of which the said Hereditaments so purchased or received in exchange or enfranchised should be substituted, or such of them as should be then subsisting undetermined and capable of taking effect; and he directed that until the Sum or Sums of Money to arise by such Sale or Sales, or to be received for Equality of Exchange, as aforesaid, should be laid out and invested in a Purchase or Purchases in the Manner therein-before mentioned, it should and might be lawful to and for the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, with such Consent as aforesaid, from Time to Time to place out and invest such Sum or Sums of Money in the Public Stocks or Funds, or at Interest upon Government or Real Securities, and from Time to Time, with such Consent as aforesaid, to alter, vary, sell, transfer, and dispose of such Stocks, Funds, or Securities, and again to lay out and invest the Money arising by such Alteration, Sale, Transfer, or Disposition upon new or other Stocks or Funds, or at Interest upon Government or Real Securities of a like Nature, as often as they or he should think proper, and the Interest, Dividends, and annual Proceeds arising from such Stocks, Funds, or Securities should from Time to Time go and belong and be paid, applied, and disposed of to and for the Use of such Person and Persons and in such Manner as the Rents and Profits of the Lands and Hereditaments thereby authorized to be purchased would go and belong or be payable or applicable to in case such Purchase or Purchases were then actually made; and the said Will contained a Power for the Appointment of new Trustees, and a Clause for the Indemnity of Trustees: And whereas the said Testator Sir *Hugh Bateman* departed this Life on the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, without having revoked or in any Manner altered his said Will: And whereas the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall* respectively survived the said Testator, and shortly after his Death, (that is to say,) on the Twenty-eighth Day of *May* One thousand eight hundred and twenty-four, the said *Bryan Thomas Balguy* and *Robert Plummer Weddall* duly proved the said Will in the Prerogative Court of *Canterbury*, and the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall* took upon themselves the Execution of the Trusts of the said Will, and respectively acted therein: And whereas the said *William Jeffery Lockett* departed this Life in the Month of *April* One thousand eight hundred and thirty-nine, leaving his said Co-trustees surviving him, and shortly afterwards, that is to say, in the Month of *November* One thousand eight hundred and forty, the said *Robert Plummer Weddall* departed this Life, leaving the said *Bryan Thomas Balguy* surviving: And whereas by Indentures of Lease and Release bearing Date respectively the First and Second Days of *December* One thousand eight hundred and forty, the Release between the said *Bryan Thomas Balguy* of the First Part, *Robert Cresswell* and *Thomas Osborne*

Probate of Will, 28th May 1824.

Indentures of Appointment of new Trustees, dated 1st and 2d December 1840.

Osborne Bateman of the Second Part, and *Charles Broadhurst Portmore* of the Third Part, in pursuance of the Power for that Purpose expressed in the said Will the said *Bryan Thomas Balguy* nominated and appointed the said *Robert Cresswell* and *Thomas Osborne Bateman* to be Trustees of the said Will in the Place and Stead of the said *William Jeffery Lockett* and *Robert Plummer Weddall* deceased, and thenceforth jointly with him the said *Bryan Thomas Balguy* to act in the Trusts of the said Will, or such of them as then remained to be performed and carried into effect; and by the same Indentures of Lease and Release and also by certain other Indentures of Lease and Release respectively bearing Date shortly after the said last-recited Indentures of Lease and Release, and respectively made between the said *Charles Broadhurst Portmore* of the one Part, and the said *Bryan Thomas Balguy*, *Robert Cresswell*, and *Thomas Osborne Bateman* of the other Part, and also by a certain other Indenture bearing Date the Twentieth Day of *May* One thousand eight hundred and forty-two, and made between the same Parties as last aforesaid, the Tenements, Lands, and Hereditaments, and also the Personal Estate and Effects, then remaining subject to the Trusts of the said Will, were duly conveyed and assigned to and vested in the said *Bryan Thomas Balguy*, *Robert Cresswell*, and *Thomas Osborne Bateman*, their Heirs, Executors, and Administrators, as such Trustees as aforesaid: And whereas by Indenture bearing Date the Fourth Day of *January* One thousand eight hundred and forty-four, and made between the said *Bryan Thomas Balguy*, *Robert Cresswell*, and *Thomas Osborne Bateman* of the First Part, Sir *Henry Fitzherbert* Baronet of the Second Part, and *John Hardcastle Mousley* of the Third Part, after reciting that the said *Bryan Thomas Balguy* was desirous of being discharged from the Trusts of the said Will, it is witnessed, that the said *Robert Cresswell* and *Thomas Osborne Bateman*, by virtue and in exercise of the Power vested in them as such Trustees as aforesaid, did thereby nominate, substitute, and appoint the said Sir *Henry Fitzherbert* to be a Trustee of the said Will in the Place of the said *Bryan Thomas Balguy*, and thenceforth, jointly with the said *Robert Cresswell* and *Thomas Osborne Bateman*, or either of them, or solely, as the Case might require, to act in the Trusts of the said Will; and by the same Indenture, together with a certain other Indenture endorsed thereon, and bearing Date the Fifth Day of *January* One thousand eight hundred and forty-four, and made between the said *John Hardcastle Mousley* of the one Part, and the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert* of the other Part, the Tenements, Lands, and Hereditaments, and also the Personal Estate and Effects, then remaining subject to the Trusts of the said Will, were duly conveyed and assigned to and vested in the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert*, their Heirs, Executors, and Administrators, as such Trustees as aforesaid: And whereas the said Testator died seised or claiming to be seised in Fee Simple or otherwise absolutely entitled of and to the Tenements, Lands, and Hereditaments which are set forth in the Schedule hereunder written, and which by his said Will are devised to the aforesaid Uses in strict Settlement, subject to the said Term of Five hundred Years, and also of certain other Tenements, Lands, and Hereditaments which by his said Will are devised

Indenture of Appointment of new Trustees, dated 4th Jan. 1844.

devised to his said Trustees and their Heirs, in trust to sell, and which have since been sold in pursuance of the said Trust: And whereas the said *Catherine Juliana Scott* departed this Life in the Month of *August* One thousand eight hundred and forty-eight: And whereas by Indenture bearing Date on the Twenty-second Day of *May* One thousand eight hundred and forty-nine, and made between the said *Richard Thomas Bateman* of the First Part, the said *Hugh Bateman* of the Second Part, the said *Richard Bateman* of the Third Part, and *John James Simpson* of the Fourth Part, which Indenture has since been duly enrolled in Her Majesty's High Court of Chancery, he the said *Richard Bateman*, with the Consent of the said *Richard Thomas Bateman*, granted and confirmed unto the said *John James Simpson* and his Heirs all the Manors, Messuages, Farms, Lands, Tenements, Advowsons, Tithes, Coal Mines, Shares in Coal Mines, Rents for which Tithes have been commuted, and other Rents, and all other the Hereditaments of or to which the said *Richard Bateman* was seised or entitled as Tenant in Tail Male in remainder by virtue of the said Will, including all Lands, Tenements, and Hereditaments which by virtue of any Act for Inclosure or other Act of Parliament, or by virtue of any Exchange, Purchase, Enfranchisement, or Forfeiture, or otherwise howsoever, had become subject to the Uses and Limitations declared by the said Testator concerning the Estates devised by him in strict Settlement as aforesaid, to hold, with their Appurtenances, unto the said *John James Simpson* and his Heirs for ever, to such Uses as the said *Richard Thomas Bateman*, *Hugh Bateman*, and *Richard Bateman* should by any Deed or Deeds at any Time or Times jointly appoint, and for default of such Appointment to such Uses as the Survivor of the said *Richard Thomas Bateman* and *Hugh Bateman* after the Death of the other of them jointly and together with the said *Richard Bateman* should by any Deed or Deeds at any Time or Times appoint, and for default of such Appointment to the Use of the said *Richard Bateman* and the Heirs Male of his Body, and for default of such Issue to the Use of *John Willoughby Bateman*, Third Son of the said *Richard Thomas Bateman*, and the Heirs Male of the Body of the said *John Willoughby Bateman*, and for default of such Issue to the Use of every other younger Son of the said *Richard Thomas Bateman* successively according to Seniority, and the Heirs Male of the Body of each such Son, and for default of such Issue to the Use of the said *Richard Bateman*, his Heirs and Assigns for ever: And whereas by another Indenture bearing Date on the Twenty-second Day of *May* One thousand eight hundred and forty-nine, and made between the said *Richard Thomas Bateman* of the First Part, the said *Hugh Bateman* of the Second Part, the said *Richard Bateman* of the Third Part, and the said *John James Simpson* of the Fourth Part, which Indenture has since been duly enrolled on the Court Rolls of the Manor of *Hartington* in the County of *Derby*, after reciting the said Will, and reciting that the said Testator was at the Date of his said Will and at his Decease seised of or entitled to divers Copyhold Hereditaments held of the Manor of *Hartington* in the County of *Derby*, and reciting that the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall* had been admitted to the said Copyhold Hereditaments, to hold to them, their Heirs and Assigns, according

Indenture, dated 22d May 1849.

Indenture, dated 22d May 1849,

according to the Custom of the said Manor, upon the Trusts of the said Will, it is witnessed, that in order to defeat and destroy the Estate Tail in Equity of the said *Richard Bateman* in the said several Hereditaments, being of Copyhold or Customary Tenure, and held of the said Manor, which were subject to the Uses or Trusts in strict Settlement declared by the said Will, and all Estates, Rights, Titles, Interests, and Powers to take effect after the Determination or in defeazance of such Estate Tail, but subject to such Limitations and Powers contained in the said Will as had or might have Priority over the Estate Tail of the said *Richard Bateman*, he the said *Richard Bateman*, with the Consent of the said *Richard Thomas Bateman* as Protector of the Settlement made by the said Will, granted and confirmed unto the said *John James Simpson* and his Heirs all the Messuages, Farms, Lands, Tenements, and Hereditaments held of the said Manor, of or to which the said *Richard Bateman* was seised or entitled as Tenant in Tail Male in remainder by virtue of the said Will, including all Lands, Tenements, and Hereditaments, being of the Tenure aforesaid, which by virtue of any Act for Inclosure or other Act of Parliament, or by virtue of any Exchange or Purchase, or otherwise howsoever, had become and were then subject to the Uses and Limitations declared by the said Testator concerning the Estates devised by him in strict Settlement as aforesaid, to hold, with their Appurtenances, unto the said *John James Simpson* and his Heirs for ever, to such Uses as the said *Richard Thomas Bateman*, *Hugh Bateman*, and *Richard Bateman* should by any Deed or Deeds at any Time or Times jointly appoint, and for default of such Appointment to such Uses as the Survivor of the said *Richard Thomas Bateman* and *Hugh Bateman*, after the Death of the other of them, jointly and together with the said *Richard Bateman*, should by any Deed or Deeds at any Time or Times appoint, and for default of such Appointment to the Use of the said *Richard Bateman* and the Heirs Male of his Body, and for default of such Issue to the Use of *John Willoughby Bateman*, Third Son of the said *Richard Thomas Bateman*, and the Heirs Male of the Body of the said *John Willoughby Bateman*, and for default of such Issue to the Use of every other younger Son of the said *Richard Thomas Bateman* successively according to Seniority, and the Heirs Male of the Body of each such Son, and for default of such Issue to the Use of the said *Richard Bateman*, his Heirs and Assigns for ever: And whereas the said Testator left his Wife *Temperance*, in the said Will named, who is now his Widow surviving him: And whereas the said Testator left his Nephew *Richard Thomas Bateman* and *Hugh Bateman*, the Son of the said *Richard Thomas Bateman*, both in the said Will named, surviving him, and the said *Richard Thomas Bateman* and *Hugh Bateman* are now living, and the said *Hugh Bateman* has no Son, and is unmarried, and the said *Richard Thomas Bateman* has a Second Son, *Richard Bateman*, who has long since attained his full Age of Twenty-one Years, and who became seised of the first vested Estate of Inheritance as Tenant in Tail Male in remainder under the said Will of and in the Residue of the Tenements, Lands, and Hereditaments thereby devised, but subject to the Contingency of the said Estate being postponed or displaced at any Time by the Marriage and Birth of a Son of the

said *Hugh Bateman:* And whereas there were at the Time of the said Testator's Death several large Sums of Money owing from and secured by Mortgage of his Real Estates, and at the same Time the said Real Estates were also subject, by virtue of the said Testator's Marriage Settlement, to Portions in favour of his Daughters, which became payable after his Decease, and the said Mortgage Debts and Daughters Portions are still all subsisting Charges upon the said Estates, and the said *William Jeffery Lockett*, *Bryan Thomas Balguy*, and *Robert Plummer Weddall* have, under the Trusts of the Term of Five hundred Years created by the said Will, borrowed and raised a further Sum of Two thousand Pounds, by way of Mortgage of Part of the Tenements comprised in the said Term, which Sum of Two thousand Pounds is also still a subsisting Charge on the said Tenements, and by reason thereof the said Testator's Real Estates which remain unsold now stand charged with various Sums of Money, amounting in all to upwards of Sixty-four thousand Pounds, and the Interest annually payable on those Charges amounts altogether to upwards of Two thousand five hundred and sixty Pounds, besides which there is also issuing out of the said Estates a yearly Rent-charge or annual Sum of Seven hundred and fifty Pounds payable to the said Testator's Widow Dame *Temperance Bateman* during her Life, by way of Jointure, under the said Testator's Marriage Settlement, and the said Jointure or Rent-charge, together with the annual Sum or yearly Rent-charge of Eight hundred and fifty Pounds directed by the said Will to issue out of the said Estates, and be paid to the said Dame *Temperance Bateman* during her Widowhood, and the aforesaid Sum of Two thousand five hundred and sixty Pounds, make together a total Amount of Four thousand one hundred and Sixty Pounds yearly issuing out of the said Estates, while the yearly Rental of the said Estates amounts to no more than Four thousand five hundred Pounds, so that after defraying the annual Charges aforesaid there remains a Surplus of Three hundred and forty Pounds only, which is entirely consumed in providing for the Receiver's Salary and for other unavoidable Expenses incidental to the Execution of the Trusts of the said Will, and leaves nothing for Repairs: And whereas extensive Repairs are much wanted, and for some Time past have been wanted, on different Parts of the said Estates, but for want of Funds to provide for such Repairs none could be made, and Dilapidations have therefore arisen and are continually arising and increasing upon the said Estates, and by reason thereof the said Estates have for some Time past been and still are yearly deteriorated in Value: And whereas the said Estates are capable of being substantially and permanently benefited and increased in annual Value, and the Value of the Inheritance thereof would be greatly increased by laying out Money judiciously in a Course of Improvements thereon, but for the Reasons aforesaid the Rental of the said Estates affords no Funds for the Purpose of such Improvements, and although some Money for the Purpose of necessary Repairs might be raised by cutting a Part of the Timber growing upon the said Estates, yet the Funds so raised would be greatly insufficient for the required Purposes, and it would be greatly for the Benefit of all Parties interested in the said Estates, either that a Part thereof should be sold, or that a Sum of Money should be raised by

by way of Mortgage, and the Proceeds thereof applied to the Purpose of Repairs and lasting Improvements upon the other Parts of the said Estates, but the said Will contains no Power for the Trustees thereof to sell or mortgage the Freehold and Inheritance of the said Estates for the Purposes aforesaid, and no Title can now be made by the Parties beneficially entitled under the Limitations of the said Will to a Purchaser in Fee Simple of the said devised Estates, and therefore the desirable Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: And whereas the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert* Baronet did on the Twenty-fifth Day of *June* One thousand eight hundred and forty-four file their Bill of Complaint in the High Court of Chancery against the said *Temperance* Lady *Bateman*, *Richard Thomas Bateman*, *Hugh Bateman*, *Richard Bateman*, Sir *Edward Dolman Scott* Baronet and *Catherine Juliana* his Wife, Sir *Alexander Hood* Baronet and *Amelia* his Wife, *Emily Periam Hood*, *Sophia Mary Hood*, and *Ann Elizabeth Periam Wood*, thereby praying, among other things, that the said Testator's Will might be established, and the Trusts thereof performed, under the Direction of the said Court, and in particular that the Plaintiffs might have the Opinion of the said Court whether it would be fit and proper, and for the Benefit of the Parties interested under the Trusts of the said Will, that any Portion of the Real Estates thereby devised in strict Settlement should be sold, for the Purpose of raising a Fund to provide for necessary Repairs and substantial Improvements of other Parts of the said Estates, and if it should appear to the said Court that any such Sale or Sales as aforesaid could with Propriety be made, then that it might be inquired and ascertained what Repairs were necessary and proper to be made upon the said Estates, and whether the Rents and Profits of the said Estates, after providing for the annual Outgoings therefrom, would afford a sufficient or any Surplus for the Purpose of carrying such Repairs into effect, and also whether it would be for the Advantage of the Parties interested in the said Real Estates that any and what Part thereof should be sold, in order to apply the Produce of the Sale in satisfaction of the Incumbrances affecting the said Estates, and also in effecting permanent and substantial Improvements of the other Parts remaining unsold of the said Estates, and that such Part or Parts of the said Estates as the said Court should think proper to be sold, and applied towards all or any of the Purposes aforesaid, might, under the Direction of the said Court, be sold and applied accordingly: And whereas by the Decree made on the Hearing of the said Cause, which Decree bears Date on the Eighteenth Day of *November* One thousand eight hundred and forty-five, it was declared, that the Will of the said Testator was well proved, and that the same ought to be established, and the Trusts thereof carried into execution; and it was referred to the Master in rotation to inquire and state whether there had been any Son or Sons born, and who, by Name of *Hugh Bateman*, in the said Will named, and if so, whether they or any and which of them were then living, or had since died, leaving any and what Issue Male; and it was ordered, that the said Master should inquire and state who was the Second Son of *Richard Thomas Bateman*, in the said Will named, and whether such Second Son was then living; and it

Bill filed in the Court of Chancery, 25th June 1844.

Decree of the Court, dated 18th Nov. 1845.

it was referred to the Master to inquire and state what Real Estates the said Testator was seised of or entitled to at the Time of his Death, and what Incumbrances or Incumbrance there were or was existing at the Time of the said Testator's Death affecting the said Real Estates or any Part thereof; and it was ordered, that the Master should also inquire and state to the Court what Charges and Incumbrances there were then affecting the said Real Estates, and he was also to inquire and state whether there was any Personal Estate of the said Testator now applicable to the Payment of the Legacies given by his said Will, and what was the Amount of such Personal Estate; and it was ordered, that the said Master should also inquire and state to the said Court what was the State of Repair of the several Buildings on the said Estates respectively, and whether the said Estates and the Buildings thereon, or any and which of them respectively, stood in need of any and what Expenditure to be made thereon for the Purposes of Repair, or of permanent and substantial Improvements, and whether it would be for the Benefit of the Parties interested that such Expenditure, or any and what Part thereof, should be made, and if so, whether the Rents and Profits of the said Estates, after providing for the annual Outgoings therefrom, afforded a sufficient or any and what Fund for answering such Expenditure as aforesaid, and also whether it would be for the Benefit of all Parties interested as aforesaid that any and what Sum should be raised by Sale or Mortgage of any and what Part of the said Real Estates, for the Purpose of answering such Expenditure, or so much thereof as the said Rents and the Produce of Timber (if any) should be insufficient to defray, and also for the Purpose of discharging the Incumbrances affecting any of the said Estates, or any and which of such Incumbrances: And whereas, in pursuance of the said Decree, *James William Farrer* Esquire, the Master to whom the said Cause was referred, made his Report, bearing Date on the Twenty-second Day of *March* One thousand eight hundred and forty-nine, and thereby certified, among other things, that there had not been any Son of *Hugh Bateman*, in the said Will named, the said *Hugh Bateman* never having been married; and he found, that *Richard Bateman*, One of the Defendants in the said Cause, was the Second Son of *Richard Thomas Bateman*, in the said Will named, and was then living; and he found, that the said Testator was at the Time of his Death seised of or entitled to the Estates set forth in the First Schedule to the said Report annexed; and he found, that the Incumbrances existing at the Time of the said Testator's Death affecting his Estates were as set forth in the First Part of the Second Schedule to that Report annexed, and that the Incumbrances affecting such of the said Estates as remained unsold, including certain Legacies, are as set forth in the Second Part of the said Second Schedule, to which he had added One of the Bond Debts of the said Testator remaining unsatisfied; and he found, that there was not any Personal Estate of the said Testator applicable to the Payment of the unpaid Legacies given by his Will; and he found, that the Buildings upon the Estates of the said Testator are in great Need of Repair and substantial Improvement, and he had, in the Third Schedule to that his Report annexed, set forth such Repairs and Improvements, together with the estimated Amount of Expenditure to be made thereon, amounting altogether

Master's Report, dated 22d March 1849.

altogether to the Sum of Six thousand two hundred and sixteen Pounds Seventeen Shillings and Ten-pence, which does not include a Sum of Five hundred Pounds then due and owing in respect of past Repairs; and he found, that the annual Rents and Profits of the said Estates amount to the Sum of Four thousand three hundred and sixty-two Pounds Six Shillings and Sixpence, or thereabouts, and that the annual Outgoings, including the Charges of Seven hundred and fifty Pounds and Eight hundred and fifty Pounds, making together One thousand six hundred Pounds *per Annum*, payable to the said Defendant Dame *Temperance Bateman*, and charged upon the said Estates, and the Interest of the several Incumbrances, amounted to the Sum of Four thousand and eighty-eight Pounds and Seventeen Shillings, leaving only the annual Sum of Two hundred and seventy-three Pounds Nine Shillings and Sixpence for answering the Expenses incidental to the Management of such Estates, and which was barely sufficient for that Purpose, and that the Rents and Profits of the said Estates, after providing for the annual Outgoings therefrom, did not afford any Sum for answering such Expenditure in Repairs and Improvements as aforesaid; and he found, that it would be fit and proper, and for the Benefit of the Parties interested, that a sufficient Sum should be raised by Sale of Portions of the said Trust Estates to pay off the whole of the Debts, Legacies, Law and other Charges, and immediate Repairs required upon the said Estates, which it is estimated would amount to Sixty-eight thousand Pounds: And whereas the Master's Report aforesaid was duly confirmed by Order of the Court: And whereas by another Order of the said Court made in the said Cause, dated the Fourth Day of *April* One thousand eight hundred and forty-nine, on the said Cause coming on for Hearing on further Directions, and upon a Petition of the Plaintiffs, it was ordered that it should be referred to the Master to inquire and state whether it would be fit and proper, and for the Benefit of all Parties interested under the said Will, that Application should forthwith be made to the High Court of Parliament for an Act to authorize a Sale or Sales of a sufficient Part or Parts of the said Estates of the said Testator for the Purpose of raising the Sum of Sixty-eight thousand Pounds, or such other Sum as might be necessary to pay off the whole of the Debts, Legacies, Law Charges and other Charges, and immediate Repairs required upon the said Estates, as mentioned in the said Master's Report: And whereas the Master to whom the said Cause was referred did, in pursuance of the said last-stated Order, make his separate Report bearing Date the Twenty-sixth Day of *April* One thousand eight hundred and forty-nine, and did thereby certify his Opinion to be, that it would be fit and proper, and for the Benefit of all Parties interested under the said Will, that Application should forthwith be made to Parliament for an Act to authorize a Sale or Sales of a sufficient Part or Parts of the Real Estates of the said Testator, for the Purpose of raising the Sum of Sixty-eight thousand Pounds, or such other Sum as might be necessary to pay off the whole of the Debts, Legacies, Law Charges and other Charges, and immediate Repairs required upon the said Estates: And whereas by an Order of the High Court of Chancery made in the said Cause on the Second Day of *May* One thousand eight hundred and forty-nine, upon the Petition of the Plaintiffs, it was ordered, that

Report confirmed.

Further Reference to Master, 4th April 1849.

Separate Report, dated 26th April 1849.

Order confirming Master's Report, dated 2d May 1849.

that the Master's Report last aforesaid should be confirmed; and it was ordered, that the said Master should approve of the Draft of an Act of Parliament to be obtained for the Purposes expressed in his separate Report aforesaid, and that the Plaintiffs should forthwith apply to the High Court of Parliament for an Act according to such Draft: And whereas, in pursuance of the said last-stated Order, the said Master has been attended by all the Parties to the said Cause, and in their Presence has proceeded to settle and approve of the Draft of this Act, and in testimony of such his Approval has set his Allowance in the Margin of the said Draft; Therefore Your Majesty's most dutiful and loyal Subjects the said *Robert Cresswell*, *Thomas Osborne Bateman*, Sir *Henry Fitzherbert*, *Richard Thomas Bateman*, *Hugh Bateman*, and *Richard Bateman* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Manors, Messuages, Lands, Tenements, and other Hereditaments mentioned or described in the Schedule to this Act annexed, together with all and singular the Rights, Members, and Appurtenances whatsoever thereto belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of the same Manors, Messuages, Lands, Tenements, and other Hereditaments, shall from and after the passing of this Act be freed and discharged and absolutely acquitted and exonerated of and from all and every the Uses, Trusts, Estates, Limitations, Conditions, Powers, Provisoes, and Declarations which in and by the said recited Will of the said Sir *Hugh Bateman* were limited, created, declared, or contained of and concerning the same, and so freed, discharged, acquitted, and exonerated (but subject nevertheless to all such other Estates, Uses, Trusts, Charges, and Incumbrances as were subsisting in or upon the said Tenements at the Time of the said Testator's Death,) shall be and the same are hereby vested in the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert*, their Heirs and Assigns for ever, but nevertheless upon and for the Trusts, Intents, and Purposes herein-after expressed and declared of and concerning the same; (that is to say,) upon trust that they the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert*, or the Survivors or Survivor of them, or the Heirs of such Survivor, shall and do, as soon as conveniently may be, with the Approbation of the Master to whom the said Cause of *Cresswell* against *Bateman* is referred (such Approbation to be certified by separate Report or Reports in the said Cause, and confirmed by Order or Orders of the said Court), sell and dispose of such and so many and such Part or Parts of the Manors, Messuages, Lands, Tenements, and Hereditaments comprised in the said Schedule as the said Court of Chancery shall in manner aforesaid direct or appoint, and the Inheritance thereof in Fee Simple, either together or in Parcels, and either by public Auction or by private Contract, at the best Price or Prices in Money that can be reasonably obtained for the same, with Liberty to make such Conditions of Sale as they or he shall think fit, and to rescind or vary any Contract for Sale, and

Estate vested in Trustees upon trust for Sale.

and to buy in any Hereditaments which may be offered for Sale at any Auction, and to resell the same either by public Auction or by private Contract, without being answerable for any Loss which may happen by such Resale, and upon Payment into the Bank of *England* in manner herein-after mentioned of the Purchase Monies for which the said Hereditaments and Premises comprised in the said Schedule, or any Paat thereof, shall be sold, do and shall convey and assure the same Hereditaments and Premises unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint.

Purchase Money to be paid into the Bank of England.

II. And be it enacted, That all and every the Sum and Sums of Money which shall arise from any such Sale or Sales made in pursuance of this Act shall be paid by 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, in trust in the said Cause of *Cresswell* against *Bateman;* and that the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereunto annexed or therewith filed in the Registrar's Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser or Purchasers of his, her, or their Purchase Money or Purchase Monies respectively so to be paid, or of any Part of such Purchase Monies, or any Office Copy or Office Copies of such Certificate or Certificates and Receipt or Receipts, shall be and shall be deemed to be a good and effectual Discharge to such Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for so much of the Purchase Money or Purchase Monies as shall in such Certificate or Certificates and Receipt or Receipts be certified or acknowledged to be received; and that after the filing of such Certificate or Certificates and Receipt or Receipts such Purchaser or Purchasers, and his, her, and their respective Heirs, Executors, Administrators, and Assigns, shall be, and he, she, and they hereby is and are absolutely acquitted and discharged of and from the same Monies so directed to be paid into the Bank, and every Part thereof, and shall not be obliged to see to the Application thereof, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Application of Purchase Money.

III. And be it enacted, That the Monies which shall be so paid into the Bank of *England* as aforesaid shall be applied, under the Control and Direction of the said Court of Chancery, in the first place, in the Purchase of Thirty thousand Pounds Consolidated Bank Annuities, to be placed to the Credit of the said Cause of *Cresswell* against *Bateman*, to a separate Account, to be entitled "The Jointure Account," and in the next place in Payment, according to their respective Priorities, of the Mortgage Debts or Sums of Money secured upon the Hereditaments which shall have been so sold, other than the Mortgage Debt of Two thousand Pounds, herein-before mentioned to have been raised by the said Trustees, and in the next place in Payment, according to the respective Priorities, of the Mortgages affecting or charged upon the several Tenements, Lands, and Hereditaments

ments comprised in the said Schedule which shall not have been sold in pursuance of this Act, and then in Payment of the other Charges, Liens, and Incumbrances affecting or charged upon the same Tenements, Lands, and Hereditaments at the Time of the Death of the said Testator, and not created by his Will, and then in Payment of the other Specialty Debt or Debts of the said Testator, if any there be, not secured by Mortgage, and not barred by Length of Time, and in the next place in the Purchase of Twenty-eight thousand three hundred and thirty-three Pounds Six Shillings and Eightpence Consolidated Bank Annuities, to be placed to the Credit of the said Cause of *Cresswell* against *Bateman*, to a separate Account, to be entitled "Lady *Bateman*'s Annuity Account," and in the next place in Payment of the Legacies given by the said Will that now remain unpaid, together with such Interest, if any, thereon, as may be properly raiseable out of the said Estates, and in the next place in Payment of the Mortgage Debt of Two thousand Pounds hereinbefore mentioned, and in the next place in Payment of the Costs, Charges, and Expenses attending the soliciting, preparing, applying for, obtaining, and passing of this Act, and the Costs, Charges, and Expenses attending any Sale or Sales hereby authorized to be made, and the Execution of the Trusts and Powers hereby created, and in Payment of the Costs of all Parties to the said Suit of *Cresswell* against *Bateman*, and of all other Costs, Charges, and Expenses properly incurred by the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert* in the Execution of the Trusts of the said Will, and consequent thereon, all such Costs of Suit and other Costs, Charges, and Expenses to be taxed as between Solicitor and Client by the Taxing Master of the Court of Chancery, to whom the said Clause of *Cresswell* against *Bateman* is referred, and then in Payment of the Costs, Charges, and Expenses of all necessary Repairs and substantial Improvements made and done, or to be made and done, in or upon the Real Estates of the said Testator which are comprised in the said Schedule, and which shall not have been sold in pursuance of this Act, such Repairs and Improvements to be made and done with the Approbation of the Master to whom the said Cause of *Cresswell* against *Bateman* is referred, and to be allowed by Orders of the Court, and the Surplus or Residue (if any) which after the several Applications hereby directed to be made shall remain of the Monies aforesaid shall, upon Petition to be presented in the said Cause of *Cresswell* against *Bateman* by the said *Richard Thomas Bateman* during his Life, and after his Death by the Person who for the Time being shall be entitled to the Rents and Profits of the Lands and Hereditaments to be purchased by virtue of this Act, if the same were purchased, or by the Guardian or Guardians of such Person in case such Person shall be an Infant, be laid out and invested, by or under the Direction of the said Court of Chancery, in pursuance of an Order or Orders to be made upon such Petition, in the Purchase or Purchases of other Manors, Messuages, Lands, Tenements, or Hereditaments, all which shall be conveyed and assured to and effectually vested in the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert*, and their Heirs, or other the Trustee or Trustees for the Time being acting in the Execution of the Trusts of this Act, to the same Uses, upon the same

same Trusts, and for the same Intents and Purposes, and under and subject to the same Powers, Provisoes, Limitations, Conditions, and Declarations, and charged and chargeable with the same annual or other Sums to which the Hereditaments hereby directed to be sold are now or immediately before the passing of this Act were subject and charged and chargeable, or such of those Uses, Trusts, Intents, Purposes, Powers, Provisoes, Limitations, Conditions, Declarations, and Charges as shall be then subsisting and capable of taking effect, but not so as to double or increase any Charge affecting the said Estates; or in case an eligible Purchase of Real Estate in which to invest such Surplus or Residue of the said Monies shall not offer itself, or cannot immediately be found, then and in that Case, and until such Purchase as last aforesaid can be found, the said Surplus or Residue shall and may, by Order of the Court of Chancery, to be made upon a like Petition, be in the meantime invested in the Purchase of Bank Annuities, in the Name of the said Accountant General, in trust in the said Cause, and the Dividends arising and accruing thereon shall be applied in the same Manner as the Rents of the Lands purchased would have been applicable if the said surplus Monies had been invested in the Purchase of Lands to be conveyed to the Uses last aforesaid; and when an eligible Purchase of Real Estate shall be found and approved as directed by this Act, then the said Bank Annuities shall be sold, and the Produce thereof shall be applied, under the Direction of the said Court of Chancery, in the Purchase of such Real Estate.

Annuity to Lady Bateman in lieu of Jointure Rent-charge.

IV. And be it enacted, That out of the Dividends which shall accrue on the said Thirty thousand Pounds Consolidated Bank Annuities, to be placed to the Credit of the said Cause of *Cresswell* versus *Bateman*, "The Jointure Account," the Sum of Seven hundred and fifty Pounds shall be paid, under the Direction of the said Court of Chancery, yearly and every Year, to the said Dame *Temperance Bateman* during her Life, in lieu and satisfaction of the Jointure Rent-charge or annual Sum of Seven hundred and fifty Pounds secured to her by the said Testator's Marriage Settlement, such annual Sum to be paid by such Payments and on such Days as are by the said Marriage Settlement appointed for the Payment of the said Jointure Rent-charge, the first of such Payments to be made on the first of such Days as shall occur after the said Sum of Thirty thousand Pounds Bank Annuities shall have been purchased, if the said Dame *Temperance Bateman* shall be then living; and that the Residue of such Dividends to accrue during the Life of the said Dame *Temperance Bateman* shall from Time to Time, under the Direction of the said Court of Chancery, be applied and paid to, for, and upon such Trusts, Intents, and Purposes as are herein-before declared concerning the Dividends of the Bank Annuities herein-before directed to be purchased with the Surplus or Residue of the Monies so to be paid into Court as aforesaid.

Other Annuity to Lady Bateman.

V. And be it enacted, That out of the Dividends which shall accrue on the said Twenty-eight thousand three-hundred and thirty-three Pounds Six Shillings and Eight-pence Consolidated Bank Annuities, to be placed to the Credit of the said Cause of *Cresswell* versus

versus *Bateman*, "Lady *Bateman*'s Annuity Account," the Sum of Eight hundred and fifty Pounds shall be paid, under the Direction of the said Court of Chancery, yearly and every Year, to the same Dame *Temperance Bateman* during her Life, on account of the Annuity of Eight hundred and fifty Pounds given to her by the said Testator's Will, such annual Sum to be paid by such Payments and on such Days in every Year as are by the said Will appointed for the Payment of the said Annuity of Eight hundred and fifty Pounds, the first of such Payments to be made on the first of such Days as shall occur after the said Sum of Twenty-eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Bank Annuities shall have been purchased, if the said Dame *Temperance Bateman* shall be then living: Provided always, that if the said Dame *Temperance Bateman* shall at any Time marry again, then and thereupon the Dividends which shall thereafter accrue on the said Twenty-eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Bank Annuities shall no longer be paid or payable to her, but in lieu thereof the Sum of Two hundred and fifty Pounds *per Annum* shall thereafter be paid to her, out of the Dividends of the said Twenty-eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Annuities, during her Life, on account of the Annuity of Two hundred and fifty Pounds devised to her by the said Will, and the Residue of such Dividends to accrue during the Remainder of the Life of the said Dame *Temperance Bateman* in either of the said last-mentioned Cases shall from Time to Time, under the Direction of the said Court of Chancery, be applied and paid to, for, and upon such Trusts, Intents, and Purposes as are herein-before declared concerning the Dividends of the Bank Annuities herein-before directed to be purchased with the Surplus or Residue of the Monies so to be paid into Court as aforesaid.

Bank Annuities may be purchased by Instalments.

VI. And be it enacted, That if the Monies from Time to Time applicable to the Purchase of the said Sum of Thirty thousand Pounds Bank Annuities, or the said Sum of Twenty-eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Annuities, shall not be sufficient to purchase the whole of the said Sum of Thirty thousand Pounds Bank Annuities, or the whole of the said Sum of Twenty-eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Annuities, it shall be lawful for the said Court of Chancery to order the whole or such Part, as to the said Court shall seem fit, of the Monies so from Time to Time applicable, to be laid out in the Purchase of like Bank Annuities, to be carried over to the said "Jointure Account" or the said "Annuity Account," as the Case may require, and to order the Dividends to accrue on such Bank Annuities, when purchased, to be paid to the said Dame *Temperance Bateman* in part Satisfaction of the Jointure or Annuity from Time to Time payable to her as aforesaid.

Application of the Jointure Account and Annuity

VII. And be it enacted, That upon or immediately after the Death of the said Dame *Temperance Bateman*, and Payment of such proportionate Part, if any, of the said several annual Sums as may be

Account after Lady Bateman's Death.

be properly payable for the Period between the Death of the said Dame *Temperance Bateman* and the Day of Payment next preceding her Death, the said Bank Annuities herein-before directed to be carried over to the said Accounts to be entitled "The Jointure Account" and "Lady *Bateman*'s Annuity Account" shall be carried over, in trust in the said Cause, to an Account to be entitled "The Real Estate Account," and that thereout such Debts, if any, of the said Testator as may then remain payable shall be paid, and that after Payment thereof, in case the said *Amelia* Lady *Hood*, Daughter of the said Testator, shall be then living, the Sum of Eighteen thousand five hundred Pounds Three Pounds *per Centum* Consolidated Bank Annuities, Part of the said like Annuities standing to the Credit of the said Cause, "The Real Estate Account," shall be carried over, in trust in the said Cause, to a separate Account, to be entitled "Lady *Hood*'s Annuity Account," and that out of the Dividends which shall accrue thereon the Sum of Five hundred Pounds shall be paid, under the Direction of the said Court of Chancery, yearly and every Year, to the said *Amelia* Lady *Hood* during her Life, on account of the Annuity of Five hundred Ponnds devised to her by the said Will, such annual Sum to be for the separate Use of the said *Amelia* Lady *Hood*, and to be paid by such half-yearly Payments, and at such Times and Manner, and to be subject to such and the like Restraint on Anticipation, as the Annuity of Five hundred Pounds by the said Will given to the said *Amelia* Lady *Hood* is by such Will made payable and subject, and that the Residue of such Dividends to accrue during the Life of the said *Amelia* Lady *Hood* shall from Time to Time, under the Direction of the said Court, be applied and paid to, for, and upon such Trusts, Intents, and Purposes as are herein-before declared concerning the Dividends of the Bank Annuities herein-before directed to be purchased with the Surplus or Residue of the Monies so to be paid into Court as aforesaid, and that upon or immediately after the Death of the said *Amelia* Lady *Hood*, if that Event shall happen after the Death of the said Dame *Temperance Bateman*, and Payment of such proportionate Part, if any, of the said Annuity of Five hundred Pounds as may be properly payable for the Period between the Death of the said *Amelia* Lady *Hood* and the Day of Payment next preceding her Death, the said Eighteen thousand five hundred Pounds like Annuities shall be carried over to the said "Real Estate Account," all which said Bank Annuities, when so carried over to the Account last aforesaid, and the Dividends arising and accruing thereon, shall, under the Direction of the said Court of Chancery, be respectively held, applied, and paid to, for, and upon such Trusts, Intents, and Purposes as are herein-before declared concerning the Bank Annuities herein-before directed to be purchased with the Surplus or Residue of the Monies so to be paid into Court as aforesaid, and the Dividends accruing thereon.

Partial Releases by Lady Bateman not to exonerate other Hereditaments.

VIII. And be it enacted, That in case the said Dame *Temperance Bateman* shall concur in any Sale or Conveyance of the Hereditaments to be sold under the Powers of this Act, for the Purpose of releasing the Hereditaments so sold from her said Jointure of Seven hundred and fifty Pounds *per Annum*, or her said Annuity of Eight

hundred

hundred and fifty Pounds *per Annum*, or Two hundred and fifty Pounds *per Annum*, as the Case may be, such Release shall not prejudice the Right of the said Dame *Temperance Bateman* or her Trustees to obtain Payment of her said Jointure and Annuity out of the Hereditaments aforesaid which shall not from Time to Time have been so released by her, but the said Dame *Temperance Bateman* and her Trustees or Trustee for the Time being shall have the same Rights, Powers, and Authorities to recover Payment of the said Jointure and Annuities respectively, or such Parts thereof respectively as shall from Time to Time remain unpaid, out of the Hereditaments not so expressly released by her as aforesaid, as she or they might or could have had in case this Act had not been passed, and she the said Dame *Temperance Bateman* had not released any of the said Hereditaments or any Part thereof from the said Jointure and Annuity, or either of them.

Application of Rents, &c. until Sale.

IX. And be it enacted, That in the meantime and until the Manors, Messuages, Lands, Tenements, and Hereditaments hereby directed to be sold as aforesaid shall be actually sold, the Rents, Issues, and Profits thereof, or of so much and such Part or Parts thereof as for the Time being shall not be sold, shall be paid and applied to the Person to whom and in the Manner in which the Rents, Issues, and Profits of the same Manors, Messuages, Lands, Tenements, and Hereditaments would be payable or applicable in case this Act had not been made or passed.

Parts unsold to be resetsled to Uses of Will.

X. And be it enacted, That so many and such Part or Parts (if any) of the Manors, Messuages, Lands, Tenements, and Hereditaments comprised in the Schedule to this Act as shall not be required to be sold for all or any of the Purposes aforesaid, shall, after all the Trusts, Intents, and Purposes hereby declared shall have been fully performed, discharged, and satisfied, be with all convenient Speed reconveyed and assured by the Trustees or Trustee who shall then be acting in pursuance of this Act to the same Uses, and upon and for the same Trusts, Intents, and Purposes, and charged and chargeable with the same annual or other Sums, to which the said Hereditaments are now or immediately before the passing of this Act were subject and charged and chargeable, but not so as to double or increase any Charge affecting the said Estates, or such of them as shall be then subsisting and capable of taking effect.

Power to appoint new Trustees.

XI. And be it enacted, That if the said *Robert Creswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert*, or any of them, or any Trustee or Trustees who shall be nominated or appointed as hereinafter is mentioned, or their or any of their Heirs or Assigns, shall die, or desire to be discharged from or shall refuse or neglect or become incapable to act in the Trusts hereby declared or created as aforesaid, then and in every such Case it shall be lawful for the said Court of Chancery, by Order to be made in the said Cause of *Creswell* against *Bateman*, upon the Petition of the said *Richard Thomas Bateman* during his Life, and after his Death of the Person or Persons who in case this Act had not been passed would be for the Time entitled to the Rents and Profits of the Hereditaments hereby

hereby made saleable, or, if such Person or Persons shall be an Infant or Infants, of the Guardian or Guardians of such Infant or Infants from Time to Time to appoint 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 or neglecting or becoming incapable to act as aforesaid, and thereupon all the Estates and Premises hereby directed to be sold, or which shall otherwise be vested in the Trustee or Trustees acting under the Powers of this Act, or the Heirs or Assigns of such Trustee or Trustees, shall with all convenient Speed be conveyed and transferred in such Manner and so that the same Estates shall immediately become legally and effectually vested in such new Trustee or Trustees, either solely, or jointly with the surviving and continuing Trustee or Trustees of the same, as Occasion shall require, upon the Trusts and for the Intents and Purposes herein-before declared of and concerning the same Estates, or such of them as shall be then subsisting or capable of taking effect, and that such new Trustee or Trustees shall, to all Intents, Constructions, and Purposes whatsoever, either solely, or jointly with any surviving and continuing Trustee or Trustees, have all the Powers and Authorities of the Trustee or Trustees in whose Stead he or they shall be substituted.

Trustees Receipts to be effectual Discharges.

XII. And be it enacted, That the Receipt or Receipts of the Trustee or Trustees for the Time being acting by virtue of the said Will of the said Sir *Hugh Bateman* or of this Act, for any Money which shall come to their or his Hands by virtue of the same Will or of this Act, or any of them, shall be an effectual Discharge or effectual Discharges to the Persons respectively paying the same for the Money which in such Receipt or Receipts respectively shall be expressed to be received, and the Persons respectively paying such Money, and taking such Receipt or Receipts for the same, shall not afterwards be bound to see to the Application, or be answerable for any Loss, Misapplication, or Nonapplication of such Money or any Part thereof, and such Persons shall not be required to inquire into the Necessity or Regularity of any Payments, Acts, Matters, or Things which shall be made or done under or by virtue of this Act.

Indemnity of Trustees.

XIII. And be it enacted, That the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert*, and the several Trustees hereafter to be appointed by virtue of this Act, and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable only for so much Money as they respectively shall actually receive by virtue of the said Will of the said Sir *Hugh Bateman* or of this Act, notwithstanding their or any of their joining in any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable for the others or other of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but every of them for his own Acts, Receipts, Neglects, and Defaults only, nor for any Misfortune, Loss, or Damage which may happen in the Execution of any of the said Trusts or Powers or in relation thereto, except the same shall happen by or through their own wilful Neglects or Defaults respectively; and also that the said several Trustees and every of them,

them, their and every of their Heirs, Executors, Administrators, and Assigns, shall and may, out of the Monies which shall come to their respective Hands by virtue of the said Will of the said Sir *Hugh Bateman* or of this Act, retain to and reimburse themselves respectively, and also to allow to their and his Co-trustee or Co-trustees, all Losses, Costs, Damages, and Expenses which he or they or any of them shall suffer, sustain, or disburse in or about the Execution of the said Trusts and Powers respectively in them reposed and vested, or otherwise howsoever relating thereto.

General Saving.

XIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, and Body and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Richard Thomas Bateman* and *Hugh Bateman*, and the Sons of the said *Hugh Bateman*, and the Heirs Male of the respective Bodies of such Sons, and the other Sons of the said *Richard Thomas Bateman*, and the Heirs Male of the respective Bodies of such Sons, and the right Heirs of the said *Richard Bateman*, and the said *Robert Cresswell*, *Thomas Osborne Bateman*, and Sir *Henry Fitzherbert*, and other the Trustees or Trustee for the Time being of the said Will of Sir *Hugh Bateman*, and all and every other Person or Persons to whom any Estate, Right, Title, or Interest, at Law or in Equity, in, to, or out of the Tenements, Lands, and Hereditaments devised by the said Will, has been limited or devised, or has descended or devolved, or may descend or devolve, under or by virtue of the said Will of the said Sir *Hugh Bateman* deceased, or the said recited Indentures or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Tenements, Lands, and Hereditaments, or any Part thereof, as they or any of them had before the passing of this Act, or could or might or would have had or enjoyed if this Act had not been passed.

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

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

SCHE-

SCHEDULE to which this Act refers.

Morley Estate.

Name of Tenant.	Quantity of Land.			Annual Rent.		
	A.	R.	P.	£	*s.*	*d.*
Bateman, Thomas Osborne, Esquire -	9	1	35	15	0	0
Bailey, Thomas - - - -	82	1	35	135	0	0
Boden, John, senior and junior - -	205	1	38	260	0	0
Boden, James - - - -	154	3	13	220	0	0
Browne, Samuel - - - -	4	1	21	12	0	0
Chambers, Robert - - - -	1	1	12	3	3	0
Chambers, William, and Company - -	19	2	15	110	0	0
Hart, Aaron - - - -	29	2	1	33	0	0
Hand, John - - - -	106	3	11	168	0	0
Hollingworth, John - - -	4	1	16	9	10	0
Neale, Constantine - - - -	16	3	27	20	0	0
Parker, Anne - - - -	89	2	6	120	0	0
Potter, Joseph - - - -	163	0	22	193	0	0
Shepherd, Mary and Christopher - -	116	2	0	182	18	0
Stainsby, Robert - - - -	139	2	32	205	0	0
Turner, George - - -	0	1	0	1	0	0
And all that Manor or reputed Manor of Morley in the County of Derby, and all Rights, Members, Privileges, and Appurtenances to the same Manor belonging.						

Smalley Estate.

Boden, John, senior and junior - -	8	2	24	12	0	0
Kerry, Anthony - - - -	7	2	20	8	0	0
Potter, Joseph - - - -	51	0	9	57	0	0
Shepherd, Mary and Christopher - -	19	1	32	27	0	0

Stanley Estate.

Barkesley, Thomas - - - -	0	0	12	1	10	0
Coxon, Thomas, junior - - -	12	2	13	22	0	0
Hardy, Samuel - - - -	0	1	20	1	0	0
Hart, Humphrey - - - -	0	0	12	1	0	0
Hart, Joseph - - - -	0	0	23	1	10	0
Hart, Aaron - - - -	2	0	19	3	5	0
Hart, George - - - -	0	0	12	1	0	0
Hart, Benjamin - - - -	2	0	32	5	0	0
Hart, Daniel - - - -	0	0	6	0	10	0
Hart, Fanny - - - -	0	0	13	0	10	0
Hart, Martha - - - -	0	0	13	0	10	0

Name of Tenant.	Quantity of Land.			Annual Rent.		
	A.	R.	P.	£	s.	d.
Hart, Enock	-	-	-	2	14	0
Potter, Mary	94	1	25	156	0	0
Porter, John	3	0	13	6	0	0
Redfern, Thomas and Maria	39	1	4	65	0	0
Scattergood, William	10	2	14	25	0	0
Stevens, Joseph	5	1	25	10	0	0
Thompson, Joseph	-	-	-	1	10	0
Woodward, Richard	21	2	13	37	0	0
All that Manor or reputed Manor of Stanley in the County of Derby, and all Rights and Privileges to the same belonging or appertaining; and also a Rent-charge of 20*l.* per Annum or thereabouts, in lieu of Tithes, over Lands in Stanley aforesaid.						
Dale Abbey Estate.						
Stevens, Joseph	5	2	13	8	0	0
Part of Smalley Estate.						
Bateman, Thomas Osborne, Esquire	7	0	20	40	0	0
Part of Morley Estate.						
Bateman, Thomas Osborne, Esquire	71	3	4			
Hartington Estate.						
In hand	12	0	30	—		
Allsop, Mary	87	1	36	100	0	0
Allsop, John	258	0	25	140	0	0
Austin, George	0	3	4	4	0	0
Bainbridge, William	119	1	18	50	0	0
Bagshaw, William	169	1	0	50	0	0
Belfield, Anne	1	2	24	0	1	0
Bennett, Robert	94	1	25	64	0	0
Bonsall, Richard	8	2	12	4	0	0
Broomhead, Julia	9	3	36	18	0	0
Clarke, Francis	5	1	28	11	0	0
Critchlow, Elizabeth	17	3	13	31	0	0
Dean, Henry and Ralph	276	1	5	158	0	0
Fogg, Thomas	0	1	31	2	10	0
Gould, Joseph	36	2	16	42	0	0
Gould, Mary	4	2	20	9	0	0
Gould, Mary	1	2	32	2	7	7
Gould, Olive	1	0	22	0	13	7
Gould, John	164	1	38	160	0	0
Hodgkinson, George	224	3	39	100	0	0
Howard, Charles	3	2	16	5	6	0
Lomas, Edward	-	-	-	0	2	6
Lomas, John	27	2	12	48	0	0
Mason, William	56	1	36	45	0	0
Nadin, Olive	1	1	9	5	0	0

Name of Tenant.	Quantity of Land. A.	R.	P.	Annual Rent. £	s.	d.
Newham, Francis	184	0	20	80	0	0
Oliver, Robert	163	0	20	133	10	0
Petts, Thomas	134	1	21	60	0	0
Redfern, William	428	0	37	360	0	0
Redfern, Joseph	127	1	0	40	0	0
Sleigh, John	-	-	-	0	5	0
Sutton, George	7	3	35	14	0	0
Wardle, Thomas	45	0	13	38	0	0
Wakefield, Samuel	140	1	4	124	0	0
Wilton, Joseph	348	3	31	165	0	0
Woodisser, John	4	0	8	14	10	0
Woodisser, Ellen	66	0	26	72	0	0
Devonshire, Duke of	-	-	-	2	10	0

Share of the Advowson of the Rectory and Church of Morley in the County of Derby, held by the Testator in common with Edward Digge Sitwell, Esquire.

Edw. Woollett Wilmot.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1849.