

ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

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Spaldington aforesaid, and the Rights, Royalties, Privileges, and Appurtenances thereto belonging or appertaining, and also of and in all the Tithes, Oblations, and Obventions whatsoever of or arising or renewing in *Spaldington* aforesaid, and *Willitoft* in the Parish of *Aughton*, in the said County of *York*, all which Hereditaments are herein-after referred to as the *Spaldington* Estate, and are the same as those specified in the First Schedule to this Act annexed, to hold the same unto and to the Use of the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, their Heirs and Assigns, for ever, upon the Trusts nevertheless therein-after expressed and declared of and concerning the same; (that is to say,) in trust that they the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, or the Survivor of them, his Heirs or Assigns, did and should, as soon as conveniently might be after his the said Testator's Decease, (but with the Consent of his Wife *Ann* (since deceased) if she were then living, testified by some Writing under her Hand,) sell and dispose of all the said *Spaldington* Estate, either altogether or in Parcels, and by Auction or private Contract, to any Person or Persons willing to purchase the same, and for the best Price or Prices in Money that could be reasonably had or gotten for the same, and by and out of the Money to arise and be produced from such Sale or Sales of the said *Spaldington* Estate to pay off and discharge all Principal Money which was or should or might be due and owing on Mortgage of the same or some Part or Parts thereof, and all Principal Money and Interest which was or should or might be due and owing on Mortgage of his Real Estates and Hereditaments at *Melbourne* therein-after devised, also all his just Debts of every Nature or Description, as well upon Simple Contract as Bond or other Specialties, and also such Part of the Legacies or Sums of Money therein-after given or directed to be paid as his Personal Estate and Effects would not extend to pay and satisfy; and as to the Residue and Surplus (if any) of the Monies to arise by Sale of the said *Spaldington* Estate, after Payment thereout of the several Debts, Legacies, and Sums of Money with which the same were thereby made chargeable, and of all Costs, Charges, and Expenses, in trust to pay the same Residue and Surplus unto and to the Use of his eldest or only Son for the Time being, his Executors, Administrators, or Assigns; and the said Testator thereby gave to his said Trustees, their Heirs and Assigns, such Power to give good Receipts and Discharges to the Purchasers of the said *Spaldington* Estate for their respective Purchase Monies as therein set forth; and the said Testator gave and bequeathed to his said Wife for her Life One Annuity, annual Sum, or clear yearly Rent-charge of One hundred Pounds in addition to the Jointure or Sum of Two hundred Pounds

per Annum which he had lately settled upon her pursuant to Articles of Agreement made previous to her Marriage, and to be issuing and payable from and out of the Manor and Estates at *Melbourne* hereinafter devised, free from all Deductions, by such half-yearly Payments as therein mentioned, and with such Powers of Entry and Distress for better securing the same as therein are set forth; and so subject and charged and chargeable, the said Testator gave and devised all that his Manor of *Melbourne* and *Storthwaite* in the said County of *York*, and all and singular the Rents, and other Rights, Royalties, Members, and Appurtenances thereunto belonging, and also his Capital Messuage or Mansion House of *Melbourne Hall*, with the several Outbuildings belonging thereto, and all and singular other his Messuages, Cottages, or Dwelling Houses, Closes, Lands, Grounds, Real Estates, and Hereditaments whatsoever, situate and being at *Melbourne* in the Parish of *Thornton* in the said County of *York*, with their and every of their Rights, Members, and Appurtenances, all which Hereditaments are herein-after referred to as the *Melbourne* Estate, and are the same as those specified in the Second Schedule to this Act annexed, unto his said Wife *Ann*, her Executors, Administrators, and Assigns, for the Term of Ninety-nine Years from the Time of his Decease, for the Intent and Purpose of better securing the said Annuity of One hundred Pounds in manner therein-after expressed; and, subject to the said Annuity, and the said Term of Ninety-nine Years, and the Trusts thereof, the said Testator gave and devised the said *Melbourne* Estate to the said Sir *George Cayley* and Sir *Arthur De Capell Brooke*, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, to commence from the Day of the Death of the said Testator, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, therein-after mentioned, expressed, and declared of and concerning the same; and from and after the End, Expiration, or other Determination of the said Two several Terms of Ninety-nine Years and Five hundred Years, and in the meantime subject thereto and to the Trusts thereof respectively, the said Testator gave and devised the said *Melbourne* Estate to the Use of his eldest Son Sir *Henry Mervin Vavasour*, then *Henry Mervin Vavasour* Esquire, and his Assigns, for his Life, without Impeachment of or for any Manner of Waste other than destructive and voluntary Waste; with Remainder to the Use of *Philip Saltmarshe* of *Saltmarshe* in the County of *York*, Esquire, since deceased, and *George Palmes* of *Naburn* in the said County, Esquire, and their Heirs, during the Life of his the said Testator's said Son, in trust to preserve contingent Remainders; and after the Decease of his the said

said Testator's said Son *Henry Mervin*, to the Use of the First and other Sons of the Body of the said *Henry Mervin* severally and successively in Tail Male; and in default of such Issue, to the Use of his the said Testator's Second, Third, Fourth, Fifth, and all and every other Son and Sons lawfully to be begotten and thereafter to be born, severally and successively in Tail Male; and in default of such Issue, to the Use of the First and other Daughters of the Body of his the said Testator's said Son *Henry Mervin*, severally and successively in Tail Male; and in default of such Issue, to the Use of his the said Testator's Daughter *Anna Mervinia Dunnington Jefferson*, now the Wife of the Reverend *Joseph Dunnington Jefferson* of *Thicket Priory* in the County of *York*, Clerk, then *Anna Mervinia Vavasour* Spinster, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Philip Saltmarshe* and *George Palmes*, and their Heirs, during the Life of the said *Anna Mervinia*, in trust to preserve contingent Remainders; and after the Decease of his the said Testator's said Daughter *Anna Mervinia*, to the Use of the First and other Sons of the Body of the said *Anna Mervinia*, severally and successively in Tail Male; and in default of such Issue, to the Use of the said Testator's Daughter *Caroline Susan Vavasour*, now the Wife of *William Thomas Vavasour* of *Stowe on the Wold* in the County of *Gloucester*, Esquire, then *Caroline Susan Vavasour* Spinster, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Philip Saltmarshe* and *George Palmes*, and their Heirs, during the Life of the said *Caroline Susan*, in trust to preserve contingent Remainders; and after the Decease of the said *Caroline Susan*, to the Use of the First and other Sons of the Body of the said *Caroline Susan*, severally and successively in Tail Male; and for default of such Issue, to the Use of his the said Testator's Daughter *Emma Matilda Vavasour* Spinster, and her Assigns, for Life, without Impeachment of Waste; with Remainder to the Use of the said *Philip Saltmarshe* and *George Palmes*, and their Heirs, during the Life of the said *Emma Matilda*, in trust to preserve contingent Remainders; and after the Decease of the said *Emma Matilda*, to the Use of the First and other Sons of the Body of the said *Emma Matilda*, severally and successively in Tail Male; and in default of such Issue, to the Use of the said Testator's Fourth, Fifth, and all and every other Daughter and Daughters lawfully to be begotten and thereafter to be born, severally and successively in Tail Male; and in default of such Issue, to the Use of the right Heirs of the said Testator for ever; and the said Testator thereby gave to his said Son *Henry Mervin*, and all his other Sons, when successively entitled to the said *Melbourne* Estate under the

the Limitations therein-before contained, such Power of charging the same with Jointures for any Wives they might marry, and with Portions for younger Children as therein are respectively set forth; and the said Testator did thereby declare the Trusts of the said Term of Ninety-nine Years in the said *Melbourne* Estate so thereby limited to his said Wife, her Executors, Administrators, and Assigns, to be for better securing to his said Wife the said Annuity or yearly Rent-charge of One hundred Pounds so therein-before limited to her for her Life as aforesaid; and the said Testator did thereby declare that the said Term of Five hundred Years in the said *Melbourne* Estate therein-before limited to the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, their Executors, Administrators, and Assigns, was so limited to them upon the Trusts and subject to the Proviso therein-after expressed or contained of and concerning the same, (that is to say,) upon trust that if his the said Testator's Personal Estate, together with the Money to arise and be produced by the Sale of the said *Spaldington* Estate, should not, after Payment and Satisfaction of the said Principal Monies and Interest due and owing on Mortgage as aforesaid, and his said Debts, Funeral and Testamentary Expenses, be capable and sufficient to pay, satisfy, and discharge the Legacies or Sums of Four thousand Pounds by him given and bequeathed to each of his younger Children in manner therein-after mentioned, then and in that Case they the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, or the Survivor of them, his Executors or Administrators, should, subject nevertheless and without Prejudice to the said Annuity or yearly Rent-charge of One hundred Pounds therein-before given to his said Wife, and the said Term for securing the same, by Sale or Mortgage of the said *Melbourne* Estate comprised in such Term, or of a competent Part thereof, raise such Sums of Money as should be sufficient to satisfy the Legacies of Four thousand Pounds a-piece, or so much thereof as should happen to remain unpaid, and which his said Personal Estate, and the Money and Monies arising from the Sale or Sales so to be made as aforesaid, should not be sufficient to satisfy, together with Interest from the Time of the same Legacies becoming due under his said Will, and all Costs, Charges, and Expenses incurred by reason of the Nonpayment thereof (it being his the said Testator's Will that his said *Spaldington* Estate should in the first instance, after the complete Exhaustion of his residuary Personal Estate and Effects, be applied in Payment of not only his said Debts and Funeral and Testamentary Expenses, but also of the said Legacies of Four thousand Pounds to each of his younger Children, and that the Deficiency only of his same Real and Personal Estate and Effects for answering the same Legacies respectively should be made good out of the said

Melbourne Estate); provided always, and the said Testator did thereby direct the surplus Rents and Profits of the said *Melbourne* Estate comprised in the said Terms of Ninety-nine Years and Five hundred Years respectively which should remain after the Performance of the Trusts of the same Terms, to be received by the Persons to whom the Reversion or Remainder of the said *Melbourne* Estate immediately expectant on the Determination of the same Terms should for the Time being belong, and also that when all the Trusts of the said Two several Terms of Ninety-nine Years and Five hundred Years should be respectively satisfied or determined, and the Costs and Charges of his said Wife and the said Sir *George Cayley* and Sir *Arthur de Capell Brooke* respectively, and their respective Executors, Administrators, and Assigns, in the Performance thereof, satisfied and paid, then the said Terms respectively in such Parts of the said *Melbourne* Estate therein respectively comprised as should not have been sold or mortgaged in pursuance of his the said Testator's said Will should cease and determine; and the said Testator thereby gave and bequeathed the Legacies of Four thousand Pounds a-piece to his said Three Daughters *Anna Mervinia*, *Caroline Susan*, and *Emma Matilda*, and all his other Children thereafter to be born, whether Sons or Daughters, not being an eldest or only Son, to be paid to Sons at the Age of Twenty-one Years, and to Daughters at the Age of Twenty-one Years, or Marriage under that Age with such Consent as therein mentioned; and the said Testator further directed, that until the Payment of the said Legacies the same should bear Interest after the Rate of Four Pounds *per Cent. per Annum* from the Day of his Death to the Time of Payment, with which said Legacies he thereby charged and made chargeable his said *Spaldington* Estate in aid of his Personal Estate, and he also charged the same on his said *Melbourne* Estate in case of the said *Spaldington* Estate falling short and proving insufficient for answering the same; and the said Testator did thereby give and bequeath to his said Wife the Legacy or Sum of Two hundred Pounds, to be paid her within Six Months after his Death, and he also gave her all her Watches, Rings, Diamonds, Jewels, Trinkets, and personal Ornaments usually worn by and reputed to belong to her; and he thereby gave and bequeathed unto the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, their Executors, Administrators, and Assigns, all the Pictures, Books, Household Furniture, Plate, Diamonds, and Fixtures whatsoever, in or belonging to his Capital Mansion House at *Melbourne* aforesaid, wherein he then resided, other than and except what was lastly therein-before given to his said Wife, upon trust to permit the same to remain as Heir-looms in and about the said House, for the Use of the

the Person or Persons who for the Time being should be seised or possessed of the Freehold of the same Mansion House and Premises by virtue of any Devise thereof in that his Will contained, subject nevertheless to such Alteration as such Person or Persons so in possession might have occasion to make therein; and the said Testator thereby gave and bequeathed all his ready Money, Money upon Securities, Goods, Chattels, Cattle, and other his Personal Estate and Effects not therein-before by him disposed of, to his eldest or only Son for the Time being, his Executors, Administrators, and Assigns, he and they paying and satisfying thereout all his the said Testator's Debts, and the Legacies thereby bequeathed, or which he might bequeath by Codicil; and the said Testator did by his said Will appoint his said Wife sole Executrix thereof: And whereas the said Testator Sir *Henry Maghul Mervin Vavasour* made and published a Codicil to his said Will, dated the Thirty-first Day of *August* One thousand eight hundred and thirty, which, though attested by not more than Two Witnesses, was, by the Operation of a subsequent adequately attested Codicil, rendered sufficient for the passing of Real Estate, and thereby declared his Will to be that his said Wife should have Possession of his said Mansion House of *Melbourne*, together with the Gardens and Pleasure Grounds, Land and Farm, for One Year from his the said Testator's Death: And whereas the said Testator Sir *Henry Maghul Mervin Vavasour* made and published a Second Codicil to his said Will, dated the Eighth Day of *June* One thousand eight hundred and thirty-four, and executed and attested as by Law was then required to pass Real Estate, and thereby declared his Intention to be that his said Wife should have the House, Garden, and Outbuildings situate on the *East Moor* at *Melbourne* aforesaid, called the *East Farm*, with the Pieces of Land and Plantation therein mentioned, as the same were set forth in a Plan to the said Codicil annexed, and which are Parts of the said *Melbourne* Estate, for her Life, with such Power to cut Timber as therein mentioned; and he also gave her all the live and dead Stock, and the Crops thereon, and the Furniture in the said House; he also gave to his said Wife all the Plate, Linen, and China at *Melbourne* which she might think proper to select, with Power to dispose of the same to any of her Children by Will, also his Carriage Pony and Pony Chaise (if any): And whereas the said Testator Sir *Henry Maghul Mervin Vavasour* made and published a Third Codicil to his said Will, bearing Date the Fourteenth Day of *January* One thousand eight hundred and thirty-seven, and executed and attested as by Law was then required to pass Real Estate, which was in the Words and Figures or to the Effect following;

First Codicil to Will, 31st August 1830.

Second Codicil to Will, 8th June 1834.

Third Codicil to Will, 14th January 1837.

following; (that is to say,) "I Sir *Henry Maghul Mervin Vavasour* "Baronet do make this Codicil to my last Will and Testament, and "to a former Codicil, and now written by my own Hand; (that is to "say,) my Intention is, that should my Son *Henry Mervin* not leave "lawful Issue, then that all my Estates situated at *Melbourne, Spal-* "*dington*, or elsewhere, should be at the Disposal of my dear Wife, "to sell, devise, give, or dispose of the same for the Benefit of my "Three Daughters or some of them, or their Children, in such "Manner as she may judge proper; and in case she should not "dispose of the same, and that my Son should not leave lawful Issue, "then the said Estates to go to my Three Daughters in equal Shares, "to sell, bequeath, or dispose of the same as they may judge proper; "and my Intention further is, that my former Will and Testament "and a Codicil to the same should take effect in all things not "contrary to this Will or Codicil:" And whereas the said Testator Sir *Henry Maghul Mervin Vavasour* departed this Life on or about the Fourth Day of *January* One thousand eight hundred and thirty-eight, without having altered or revoked his said Will and Codicils, except so far as the said Codicils, or One of them, may be a Revocation or Alteration of the said Will or of one another, leaving his said Wife, his said eldest and only Son *Henry Mervin*, and his said Three Daughters *Anna Mervinia*, *Caroline Susan*, and *Emma Matilda*, and no other Child, him surviving: And whereas the said Will and Codicils of the said Testator Sir *Henry Maghul Mervin Vavasour* were, on or about the Sixth Day of *June* One thousand eight hundred and thirty-eight, proved by the said Dame *Ann Vavasour*, the sole Executrix thereof, in the Prerogative Court of the Archbishop of *York*: And whereas the said Sir *Henry Mervin Vavasour*, *Anna Mervinia Dunnington Jefferson*, *Caroline Susan Vavasour*, and *Emma Matilda Vavasour* have all attained their Age of Twenty-one Years, of whom the said *Anna Mervinia Dunnington Jefferson* and *Caroline Susan Vavasour* had both attained that Age previous to their respective Marriages: And whereas the said Sir *Henry Mervin Vavasour* is not and never has been married: And whereas there is Issue of the Marriage of the said *Joseph Dunnington Jefferson* and *Anna Mervinia* his Wife Six Children, and no more, (that is to say,) *Mervinia Jane*, *Caroline Emma*, *Mary*, *Joseph John*, *Theodosia*, and *Mervyn*, all of whom are Infants under the Age of Twenty-one Years: And whereas on the Marriage of the said *William Thomas Vavasour* and *Caroline Susan* his Wife her said Legacy of Four thousand Pounds given her by her Father's Will was, by an Indenture of Settlement dated the Third Day of *September* One thousand eight hundred and forty-one, and made between the said *William*

Probate of Will and Codicils.

Settlement of Mr. W. Vavasour's Legacy of 4,000*l.*, dated 3d Sept. 1841.

William Thomas Vavasour of the First Part, the said *Caroline Susan Vavasour* of the Second Part, the Reverend *Richard Frederick Vavasour* of *Broadwell* in the County of *Gloucester*, Clerk, of the Third Part, the said Dame *Ann Vavasour* of the Fourth Part, and the said Sir *Henry Mervin Vavasour* and the Reverend *Edward Francis Witts* of *Stanway* in the County of *Gloucester*, Clerk, of the Fifth Part, assigned to the said Sir *Henry Mervin Vavasour* and *Edward Francis Witts*, upon such Trusts, for the Benefit of the said *William Thomas Vavasour* and *Caroline Susan* his Wife, and their Issue, as therein are set forth: And whereas there is not any Issue of the Marriage of the said *William Thomas Vavasour* and *Caroline Susan* his Wife: And whereas the said Dame *Ann Vavasour* departed this Life on or about the Seventh Day of *June* One thousand eight hundred and forty-five: And whereas shortly after the Death of the said Dame *Ann Vavasour* Probate was granted by the Prerogative Court of the Archbishop of *York* to the said Sir *Henry Mervin Vavasour* of a certain Instrument in Writing purporting to be the Will of the said Dame *Ann Vavasour*, and which appeared on the Face of it to have been duly executed by her, and duly attested, in which the said Sir *Henry Mervin Vavasour* was named her sole Executor in case of his surviving her: And whereas the said Instrument in Writing is dated the Twenty-first Day of *December* One thousand eight hundred and forty-four, and is or purports to be to the Effect that the said Dame *Ann Vavasour*, after reciting, among other things, the Power given her by the last Codicil to the Will of her said Husband to dispose as aforesaid of his said Estates at *Spaldington*, *Melbourne*, and elsewhere, should his said Son *Henry Mervin* not leave lawful Issue, and that she was desirous of exercising such Power, did thereby give and devise unto the said *Edward Francis Witts* and *Charles Anderson* of *Lea* in the County of *Lincoln*, Esquire, (now Sir *Charles Anderson* Baronet,) and their Heirs, the said *Spaldington* Estate, to hold the same unto the said *Edward Francis Witts* and *Charles Anderson* to the Uses and upon the Trusts after declared; that is to say, to the Use of her the said Testatrix's said Daughter *Emma Matilda* and her Assigns for Life without Impeachment of Waste; with Remainder to the Use of the said *Edward Francis Witts* and *Charles Anderson* and their Heirs, during the Life of the said *Emma Matilda*, in trust to preserve contingent Remainders; and after the Decease of the said *Emma Matilda*, to the Use of the First and every other Son of the said *Emma Matilda*, severally and successively in Tail Male; and in default of such Issue, to the Use of all the Daughters of the said *Emma Matilda* as Tenants in Common in Tail General, with Cross Remainders between them as Tenants in Common in Tail General,

Will of Lady Vavasour, dated 21st December 1844.

and in case there should be originally but One such Daughter then to the Use of such only Daughter in Tail General; and in default of such Issue, to the Use of her the said Testatrix's said Daughter *Caroline Susan* and her Issue, for the same Estates and in the same Order and Manner in every respect as the said *Spaldington* Estate was therein-before limited to her said "Daughter *Emma Matilda* and her "Issue; and in default of such Issue of the said *Caroline Susan*, to "the Use of her the said Testatrix's said Daughter *Anna Mervinia*, "her Heirs and Assigns, for ever, for her sole and separate Use inde-"pendently of her then present or any future Husband; and that "for the Purpose of preserving the contingent Remainders therein-"before created as to the said *Spaldington* Estate from being "destroyed, the Testatrix gave and interposed, after such Estates for "Life given to the said *Caroline Susan Vavasour* in the said *Spald-*"*ington* Estate, a Reversion immediately expectant to her the "Testatrix's said Trustees and their Heirs for the Life of such "Tenant for Life, upon trust to preserve the subsequent contingent "Remainders to the Issue of such Tenant for Life; and that the "said Testatrix thereby gave and bequeathed to her said Daughter "*Emma Matilda* the Sum of Four thousand Pounds, with Interest for "the same after the Rate of Four Pounds *per Centum per Annum*, "provided the Power to dispose of the said Estates devolved upon "her the said Testatrix under the said Codicil, and did thereby charge "the said *Melbourne* Estate therein-after devised with the Payment "thereof; and that the said Testatrix gave and devised all that the "said Manor of *Melbourne* and *Storthwaite* in the said County of "*York*, and also all that the Capital Messuage or Mansion House "of *Melbourne Hall*, with the several Outbuildings and Appurte-"nances belonging thereto, and also all and singular the Messuages, "Cottages, Farms, Lands, Tenements, Hereditaments, and Real "Estate whatsoever, situate" and being at *Melbourne* in the Parish of *Thornton* in the said County of *York*, with their Appurte-nances, unto the said *Edward Francis Witts* and *Charles Anderson*, and their Heirs, to hold the same unto the said *Edward Francis Witts* and *Charles Anderson*, and their Heirs, subject to a Debt of Two thousand Pounds due to the said Testatrix and secured, or intended to be so, by her said Son *Henry Mervin* by a Charge on the said Hereditaments and Premises, and also subject to and charged with the said Sum of Four thousand Pounds and Interest, so given to the said *Emma Matilda* as aforesaid, and subject also to the other Debts thereon, and also to and for the Uses and upon the Trusts therein-after declared; (that is to say,) to the Use of her the said Testatrix's said Daughter *Caroline Susan*, and her Assigns, for her Life,

Life, without Impeachment of Waste; with Remainder to the Use of the said *Edward Francis Witts* and *Charles Anderson*, and their Heirs, during the Life of the said *Caroline Susan*, in trust to preserve contingent Remainders; and after the Decease of the said *Caroline Susan*, to the Use of the First and other Sons of the said *Caroline Susan*, severally and successively in Tail Male; and in default of such Issue, to the Use of all the Daughters of the "said " *Caroline Susan*, as Tenants in Common in Tail General, with Cross " Remainders between them, as Tenants in Common in Tail General, " and in case there should be originally but One such Daughter then " to the Use of such only Daughter in Tail General; and in default of " such Issue of the said *Caroline Susan*, to the Use of her the said " Testatrix's said-Daughter *Emma Matilda* and her Issue, for the same " Estates and in the same Order and Manner in every respect as the " said *Melbourne* Estate was therein-before limited to her said " Daughter *Caroline Susan* and her Issue; and in default of such " Issue of the said *Emma Matilda*, to the Use of her the said " Testatrix's said Daughter *Anna Mervinia*, her Heirs and Assigns, " for ever, for her sole and separate Use independently of her present " or any future Husband; and that for the Purpose of preserving " the contingent Remainders therein-before created as to the said " *Melbourne* Estate from being destroyed, she the said Testatrix " gave and interposed, after the Estate for Life given to the said " *Emma Matilda* in the said *Melbourne* Estate, a Reversion imme- " diately expectant to her the said Testatrix's said Trustees and their " Heirs for the Life of such Tenant for Life, upon trust to preserve " the subsequent contingent" Remainders to the Issue of such Tenant for Life; and that the said Testatrix thereby bequeathed the said Sum of Two thousand Pounds owing to her from her said Son unto her said Trustees, upon such Trusts, for the Benefit of the said *Emma Matilda* and her Issue, and such ulterior Trusts, as therein are set forth; and that the said Testatrix thereby bequeathed to her said Son any Arrear that might be due to her at her Decease of her Jointure, or of the Annuity given her by her said Husband's Will, or any Arrears of Rent from the small Farm called *East Farm* given her for Life by her late Husband; and the said Testatrix, after giving the several Legacies therein mentioned, gave the Residue of her Personal Estate to her said Daughter *Emma Matilda Vavasour*: And whereas it is believed that the Parts of the said Instrument purporting to be the Will of the said Dame *Ann Vavasour*, the Substance or Effect of which Parts in the aforesaid Recital of the said Instrument is marked by inverted Commas, did not form Part of the said Instrument at the Time of the Execution thereof,

thereof, but subsequent to such Execution were inserted in the said Instrument by the said Dame *Ann Vavasour*, or by her Direction, in the Place of certain other Parts which she had then removed or directed to be removed, and which she destroyed or directed to be destroyed: And whereas by an Indenture of statutory Release, bearing Date the Twenty-ninth Day of *December* One thousand eight hundred and forty-one, and made between the said Sir *Henry Mervin Vavasour* of the one Part, and *William Wood* of *Liverpool* in the County of *Lancaster*, Gentleman, of the other Part, and duly enrolled in the High Court of Chancery, it was witnessed that the said Sir *Henry Mervin Vavasour* did thereby release and convey unto the said *William Wood* and his Heirs all the Estates devised by the Will of the said Testator Sir *Henry Maghul Mervin Vavasour* deceased, to hold the same, with the Appurtenances, unto the said *William Wood* and his Heirs, to the Use of the said Sir *Henry Mervin Vavasour*, his Heirs and Assigns, for ever: And whereas the Personal Estate of the said Testator Sir *Henry Maghul Mervin Vavasour* was, for the Purposes of Probate, sworn by his said Widow and Executrix under One thousand five hundred Pounds: And whereas the Debts of the said Testator Sir *Henry Maghul Mervin Vavasour*, other than his Mortgage Debts, at the Time of his Death amounted to the Sum of Five thousand five hundred and forty-three Pounds, or thereabouts: And whereas at the Time of the Death of the said Testator Sir *Henry Maghul Mervin Vavasour* the said *Spaldington* Estate was subject to a Mortgage Debt of Twelve thousand Pounds, and the said *Melbourne* Estate to several Mortgage Debts, amounting in the whole to the Sum of Twelve thousand five hundred Pounds: And whereas, since the Death of the said Testator Sir *Henry Maghul Mervin Vavasour*, his Trustees the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, in order to raise Money towards the Payment of such of the Testator's other Debts as his residuary Personal Estate was not sufficient to satisfy, have mortgaged the said *Spaldington* Estate for the Sum of Three thousand Pounds: And whereas the Debts of the said Testator Sir *Henry Maghul Mervin Vavasour*, except the said Mortgages, and except also about One thousand Pounds, have all been paid, and the said Legacy of Two hundred Pounds to the said Dame *Ann Vavasour* has also been paid: And whereas the net annual Income of the said *Spaldington* and *Melbourne* Estates, from the Death of the said Testator to the present Time, has not, as it is alleged, ever been and is not now equal to the Payment of the Interest of the Incumbrances thereon: And whereas the said Sir *Henry Mervin Vavasour* has from Time to Time, out of his own Money, laid out several Sums, Part of which he

borrowed at Interest, in Payment of the remaining Debts of the said Testator, over and above the said Sum of Three thousand Pounds so as aforesaid raised by the said Trustees, and in keeping down the Interest on the said Incumbrances, and in the Repairs and keeping up and Management of the said *Spaldington* and *Melbourne* Estates: And whereas the said Sir *Henry Mervin Vavasour* claims to have repaid to him by the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, as such Trustees as aforesaid, the Monies so laid out, out of the Proceeds of the Inheritance of the said *Spaldington* and *Melbourne* Estates, as a Charge thereon, subject only to the said Incumbrances and Legacies, and the Interest thereon respectively: And whereas there is an Arrear of Interest now due on the said Legacies of Four thousand Pounds each: And whereas the said *Spaldington* Estate so directed to be first sold as aforesaid would not, if sold, produce sufficient for the Payment of the said Incumbrances and Charges: And whereas it is believed that it would be greatly for the Advantage of all Parties interested in the said *Spaldington* and *Melbourne* Estates if the said *Melbourne* Estate were immediately sold, and the Proceeds applied in Discharge of the said Incumbrances and Charges: And whereas the present annual Rental of the said *Spaldington* Estate is One thousand and sixty-three Pounds Thirteen Shillings and Eight-pence, and the Value of the same Twenty-nine thousand seven hundred and two Pounds Two Shillings and Eight-pence, as stated in the Third Schedule to this Act annexed: And whereas the present annual Rental of the said *Melbourne* Estate is Seven hundred and sixty-three Pounds Eighteen Shillings and Four-pence, and the Value of the same Estate is Thirty-three thousand five hundred and fifty Pounds, as stated in the Fourth Schedule to this Act annexed: And whereas the said Sir *Henry Mervin Vavasour*, with the Privity and Concurrence of the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, has entered into a conditional Contract for the Sale of the said *Melbourne* Estate for the Sum of Thirty-three thousand five hundred and fifty Pounds, which would be an advantageous Sale thereof, but they are not able to make a good Title thereto: And whereas a more beneficial Sale of the said *Melbourne* Estate would be effected by a Sale of the Fee Simple thereof than could be made of the same for the Residue of the said Term of Five hundred Years only: And whereas it would be beneficial to the several Persons interested in the said *Spaldington* and *Melbourne* Estates respectively if Powers were given to the said Trustees for the Sale, in the first instance, (and before the Sale of the said *Spaldington* Estate,) of the said *Melbourne* Estate, and the Fee Simple thereof, and to apply the Proceeds of such Sale towards

the Discharge of the said Incumbrances and Charges; and if the said *Spaldington* Estate, subject to proper Provisions for the Payment thereout of such of the said Incumbrances and Charges as the Proceeds of the said *Melbourne* Estate may be insufficient to satisfy, and subject also to proper Powers of leasing, were settled to such Uses, upon such Trusts, and in such Manner as the said *Melbourne* Estate would, if not so sold as aforesaid, have remained settled to under the before-mentioned Limitations, or as near thereto as Circumstances will admit, and if the before-mentioned Pictures and other Articles designated as Heir-looms, with the Exception of such as it would become necessary to sell on the Sale of the said *Melbourne* Estate, were declared to be held upon such Trusts as the same would have remained liable to if the said *Melbourne* Estate had not been sold; but the beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Sir *Henry Mervin Vavasour*, Sir *George Cayley*, and Sir *Arthur de Capell Brooke*, 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 from and after the passing of this Act all the said Manor, Capital and other Messuages, Tithes, Lands, Tenements, and Hereditaments situate at *Melbourne* and *Storthwaite* in the Parish of *Thornton* in the said County of *York*, so devised by the herein-before recited Will of the said Sir *Henry Maghul Mervin Vavasour* deceased, to the Use of the said Sir *George Cayley* and Sir *Arthur de Capell Brooke* for the Term of Five hundred Years as aforesaid, and which are specified in the Second Schedule to this Act annexed, and are in this Act referred to as the *Melbourne* Estate, with their Appurtenances, and the Inheritance thereof in Fee Simple, shall, but subject and without Prejudice to the Mortgages thereon, or on any Part thereof, be well and effectually vested in the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, their Heirs and Assigns, freed and absolutely discharged of and from all the Uses, Trusts, Limitations, Provisions, and Declarations of the said several recited Wills, Codicils, and Indentures, but nevertheless upon trust that the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, or the Survivor of them, or his Heirs, or their or his Assigns, or other the Trustees or Trustee for the Time being of this Act, do and shall, as soon as conveniently may be after the passing of this Act, sell and absolutely dispose of the said *Melbourne* Estate for an Estate of Inheritance in Fee Simple, either

Vesting Melbourne Estate in Trustees for Sale.

either altogether in One Lot or in Parcels, and either by public Auction or private Contract, and either with or without special Conditions, to any Person or Persons whomsoever, for such Price or Prices as to the same Trustees or Trustee shall seem reasonable, with full Power to buy in the same, or any of them, at any such public Auction or Auctions, or to rescind or vary the Contract or Contracts for the Sale thereof, and that either gratuitously or on such Terms as to them or him shall seem proper, and to resell the same, without being answerable for any Loss or Expense, and to do, make, and execute such Acts, Deeds, Conveyances, and Assurances, Matters and Things whatsoever, as shall be by them or him deemed requisite or proper for effectuating and completing such Sale or Sales.

Vesting Spaldington Estate in Trustees to the same Uses and upon the same Trusts as the Melbourne Estate was previously liable to.

II. And be it enacted, That all the said Messuages, Cottages, Closes, Farms, Lands, Tenements, and Hereditaments situate, lying, and being at *Spaldington* in the said County of *York*, with their and every of their Rights, Members, and Appurtenances, and also all that One undivided Third Part or Share of and in the Manor or reputed Manor of *Spaldington* aforesaid, and the Rights, Royalties, Privileges, and Appurtenances thereto belonging or appertaining, and also of and in all the Tithes, Oblations, and Obventions whatsoever of or arising or renewing in *Spaldington* aforesaid, and *Willitoft* in the Parish of *Aughton*, in the said County of *York*, so devised by the herein-before recited Will of the said Sir *Henry Maghul Mervin Vavasour* deceased, to and to the Use of the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, their Heirs and Assigns, upon trust for Sale as aforesaid, and which are specified in the First Schedule to this Act annexed, and are in this Act referred to as the *Spaldington* Estate, with their Appurtenances, shall, but subject and without Prejudice to the Mortgages thereon or on any Part thereof, continue or be vested in the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, their Heirs and Assigns, freed and absolutely discharged of or from the Trusts for Sale, and all other Trusts, Limitations, Provisions, and Declarations in and by the said several recited Wills, Codicils, and Indentures, or any of them, expressed or declared of and concerning the said *Spaldington* Estate, but nevertheless to such or the like Uses, upon or for such or the like Trusts, Intents, and Purposes, and with, under, and subject to such or the like Charges, Incumbrances, Powers, Provisoes, and Declarations, as under and by virtue of the said several recited Wills, Codicils, Indentures, Acts, Events, and Things respectively the said *Melbourne* Estate would have been liable to in case this Act had not been passed,

passed, but not so as to charge on the said *Spaldington* Estate any of the said Incumbrances or Charges which may be or shall have been paid out of the Proceeds of the Sale of the said *Melbourne* Estate.

Power to Trustees to sell or mortgage the Spaldington Estate.

III. Provided always, and be it enacted, That, notwithstanding the Provisions aforesaid, it shall be lawful for the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, or the Survivor of them, or his Heirs, or their or his Assigns, or other the Trustees or Trustee for the Time being of this Act, at any Time after the passing thereof, at their or his absolute Discretion, to sell and dispose of the whole or any Part of the said *Spaldington* Estate for an Estate of Inheritance in Fee Simple, in the like Manner and with the like Provisions as is herein-before declared with respect to the Sale of the said *Melbourne* Estate, and to convey the Premises so sold to the Purchaser or Purchasers thereof respectively, freed and discharged from the several Uses, Trusts, Intents, Purposes, Powers, Provisoes, and Declarations herein-before declared of and concerning the said *Spaldington* Estate, and in the meantime, and from Time to Time until any such Sale or Sales of the said *Spaldington* Estate or any Part thereof shall be so made as aforesaid, to levy and raise any Sum or Sums of Money by way of Mortgage on the said *Spaldington* Estate, or any Part thereof then remaining unsold, and that with or without giving a Power of Sale to the Mortgagee or Mortgagees, any such Mortgage, to the Extent thereof, to be freed and discharged from all the said last-mentioned Uses, Trusts, Intents, Purposes, Powers, Provisoes, and Limitations, and to do, make, and execute such Acts, Deeds, Conveyances, Assurances, Matters, and Things whatsoever as shall be by the said Trustees or Trustee deemed requisite for effectuating and completing such Sale or Sales or Mortgage or Mortgages respectively.

Only One Year's Arrears of Interest to be recovered.

IV. Provided always, and be it enacted, That after the Decease of the said Sir *Henry Mervin Vavasour*, or other the Person who under the Limitations aforesaid or any of them shall for the Time being be entitled to the Receipt of the Rents and Profits of the said *Spaldington* Estate or any Part thereof, subject to any Mortgage to be made by virtue of this Act, no Person or Persons claiming under such Mortgage shall be entitled to recover as against the Lands and Hereditaments comprised in such Mortgage more than One Year's Arrear of Interest which may have accrued before such Decease in respect of any Principal Sum secured by such Mortgage.

Tenant for Life to keep down In-

V. And be it enacted, That the Interest of the Principal Money to be secured by any such Mortgage as shall be made under the

Powers contained in this Act shall, from Time to Time, as and when the same shall become due, be paid and kept down by the said Sir *Henry Mervin Vavasour* or other the Person or Persons beneficially entitled to the Possession or Receipt of the Rents and Profits of the said *Spaldington* Estate or any Part thereof. Interest on Mortgages.

VI. And be it enacted, That the several Mortgages to be made in pursuance of the Power contained in this Act shall have Precedence and Priority, in Law and Equity, as to the Lands and Hereditaments to be therein respectively comprised, according to the Priorities in Date of such Mortgages respectively. Mortgages to take effect according to Priority.

VII. And be it enacted, That as to the Monies to be produced by the Sale of the said *Melbourne* Estate, the same shall, to the Extent of Twenty-nine thousand seven hundred and two Pounds Two Shillings and Three-pence, the estimated Value of the said *Spaldington* Estate, be applied by the said Trustees or Trustee in the Payment and Discharge of the several Mortgages now affecting the said *Melbourne* and *Spaldington* Estates or either of them, or any Part thereof, and in or towards the effecting of the several Purposes hereinafter directed to be provided for out of the Monies to be raised by the Sale or Mortgage of the said *Spaldington* Estate or any Part thereof, and that the Surplus of the Proceeds of the said *Melbourne* Estate beyond the said Sum of Twenty-nine thousand seven hundred and two Pounds Two Shillings and Three-pence shall be invested and held by the said Trustees or Trustee in the Manner and upon the Trusts herein-after declared of and concerning the same. As to Application of Purchase Money of Melbourne Estate.

VIII. And be it enacted, That as to the Monies to be produced by the Sale or Mortgage of the said *Spaldington* Estate or any Part thereof, and as to the Residue of the said Sum of Twenty-nine thousand seven hundred and two Pounds Two Shillings and Three-pence to be so taken as aforesaid out of the Proceeds of the said *Melbourne* Estate which shall remain after satisfying thereout the said now subsisting Mortgages, the same respectively shall, at the Discretion of said Trustees or Trustee, be applied by them or him in the Discharge of the Costs, Charges, and Expenses preparatory to and attending the applying for and obtaining and passing this Act, and preparatory or incidental to any such Sale or Sales or Mortgage or Mortgages to be so made by the said Trustees or Trustee as aforesaid, and the Execution of the several Powers and Trusts contained in the Will of the said Testator Sir *Henry Maghul Mervin Vavasour*, or hereby created, and the Investments to be made in pursuance of this Act, and of the As to Application of Monies to be produced by Sale or Mortgage of Spaldington Estate.

the remaining Debts of the said Testator Sir *Henry Maghul Mervin Vavasour*, if any, and of the said Legacies of Four thousand Pounds to each of his said Daughters, and of the Arrears of Interest thereon, and of any Sums of Money which may have been paid by the said Sir *Henry Mervin Vavasour* in respect of the Debts of the said Testator, and which might have been properly chargeable on the *Melbourne* Estate in case the same had not been sold, or in keeping down the Interest on the said Incumbrances and Charges, or in the Repairs and keeping up and Management of the said *Melbourne* and *Spaldington* Estates or either of them, over and above what shall have been received by the said Sir *Henry Mervin Vavasour* from the Rents, Issues, and Profits of the same Estates or either of them, so far as such Sums of Money might have been chargeable on the *Melbourne* Estate in case the same had not been sold.

As to Investment of Surplus.

IX. Provided always, and be it enacted, That as to the Proceeds of the said *Melbourne* Estate beyond the said Sum of Twenty-nine thousand seven hundred and two Pounds Two Shillings and Three-pence, and as to the Surplus, if any, of the Monies to arise from the Sale or Mortgage of the said *Spaldington* Estate or any Part thereof, and of the aforesaid Residue of the said Sum of Twenty-nine thousand seven hundred and two Pounds Two Shillings and Three-pence which shall not be required for all or any of the Purposes aforesaid, the same Monies respectively shall be laid out and invested by the said Trustees or Trustee, in their or his Names or Name, in the Public Stocks or Funds, or in or upon Government or Real Securities, at Interest, with Power from Time to Time to vary the Securities wherein the same Monies shall for the Time being be invested for others of the same or the like Nature, and that the same Trust Monies, Stocks, Funds, and Securities shall for the Purposes of this Act be considered to be impressed in Equity with the Character of Real Estate, and shall be held by the said Trustees or Trustee upon such Trusts as will best and most nearly correspond with the several Uses, Trusts, Intents, Purposes, Powers, Provisoes, and Declarations to which the said *Melbourne* Estate would have been liable if this Act had not been passed, or such and so many of them as shall be then subsisting or capable of taking effect, and that the Dividends, Interest, and yearly Proceeds of the said Trust Monies, Stocks, Funds, and Securities shall be received and disposed of accordingly.

Proviso as to Trust Monies.

X. Provided always, and be it enacted, That, notwithstanding the Trusts for Investment herein-before declared, it shall be lawful for the said Trustees or Trustee, at their or his Discretion, to apply all

or any Part of the Monies so directed to be invested as aforesaid, or, in case any such Investment shall have been made, to call in all or any Part of the Monies so invested, and apply the same in or towards the several Purposes herein-before directed to be provided for out of the Monies arising from the Sale or Mortgage of the said *Spaldington* Estate or any Part thereof.

Power to Trustees to reimburse Monies paid in error.

XI. Provided always, and be it enacted, That in case in settling the aforesaid Claims of the said Sir *Henry Mervin Vavasour* the said Trustees or Trustee shall, out of the Monies to be produced by the Sale of the said *Melbourne* Estate, or the Sale or Mortgage of the said *Spaldington* Estate or any Part thereof, happen to pay to or on account of the said Sir *Henry Mervin Vavasour* any Sum or Sums of Money which ought properly to have been paid or provided for by the said Sir *Henry Mervin Vavasour* himself out of the current Rents and Profits of the said Estates or either of them, then and in such Case and so often as the same shall happen it shall be lawful for the said Trustees or Trustee, and they are hereby required, by and out of the future Rents and Profits of the said *Spaldington* Estate, or so much thereof as shall for the Time being be remaining unsold, or by and out of the Dividends, Interest, and yearly Proceeds of the aforesaid Capital, Trust Monies, Stocks, Funds, and Securities which shall arise and accrue during the Remainder of the Lifetime of the said Sir *Henry Mervin Vavasour*, to raise and retain such Sum or Sums of Money as shall have been so paid by the said Trustees or Trustee in error as aforesaid, and to deal with and invest the Monies so to be raised and retained in the Manner herein-before provided with respect to the Monies to be produced by the Sale or Mortgage of the said *Spaldington* Estate or any Part thereof, so as to add the Monies to be raised and retained to the Capital Fund, in order to reimburse the same, so far as such Additions may extend, what may have been so paid by the said Trustees or Trustee in error as aforesaid.

As to Investment of Purchase Monies.

XII. Provided always, and be it enacted, That it shall be lawful for the said Trustees or Trustee, at any Time after any such Investment of Trust Money shall have been so made as aforesaid, but during the Lifetime of the said Sir *Henry Mervin Vavasour* at his Request and by his Direction in Writing, to sell and dispose of all or any Part of the Stocks, Funds, or Securities wherein such Trust Money shall for the Time being be invested, and lay out and invest the Money so called in in the Purchase of Freehold Hereditaments, free from all Incumbrances (except Land Tax, Tithe Rent-charge, Quit Rents,

or

or such Outgoings and Payments); which Freehold Hereditaments, when so purchased, shall be conveyed to the said Trustees or Trustee, and their or his Heirs or Assigns, but to such or the like Uses, upon and for such or the like Trusts, Intents, and Purposes, and with, under, and subject to such or the like Powers, Provisoes, and Declarations, as, under and by virtue of the said several Wills, Codicils, Deeds, Acts, Events, and Things respectively herein-before recited, would have affected the said *Melbourne* Estate in case this Act had not been passed, and in case the Mortgages thereon had been paid off, and the said Term of Five hundred Years therein been put an end to, and the Trusts of the said Term satisfied, or such and so many of them as shall be then subsisting or capable of taking effect.

Power to Trustees to grant Leases.

XIII. And be it enacted, That the said Trustees or Trustee may at any Time or Times hereafter, by any Deed duly executed and attested, lease all or any Part or Parts of the said several Lands and Hereditaments which for the Time being shall be vested in them or him in pursuance of this Act, to any Person or Persons whomsoever, for any Term or Number of Years absolute, not exceeding Twenty-one Years, to take effect in possession within Three Calendar Months next after the making of the Lease, and not otherwise, in reversion or by way of other future Interest, so that in every such Lease there be reserved and made payable the best improved yearly Rent which can at the Time of making such Lease be reasonably had for the same, and so that such Rent be made payable half-yearly or oftener, and so that every such Lease be made without taking any Fine or Foregift, or anything in the Nature thereof, and so that there be therein contained a Proviso for Re-entry on Nonpayment for Twenty-one Days of the Rent thereby reserved, and so that the respective Lessees be not made dispunishable for Waste, and enter into sufficient Covenants for the Payment of their respective Rents, and execute Counterparts of their respective Leases.

Trustees Receipts to be valid Discharges.

XIV. Provided always, and be it enacted, That upon any Sale or Sales, Mortgage or Mortgages, to be made under this Act, the Receipts of the several Mortgagees in whom the existing Mortgages are respectively vested shall be valid Discharges for the Monies thereby respectively secured, and the Receipts of the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, or the Survivor of them, or his Heirs, or his or their Assigns, or other the Trustees or Trustee for the Time being of this Act, shall be valid Discharges for the Monies paid to them or him; and after such Receipts shall be given the

the Purchaser or Purchasers, or other Person or Persons paying the Monies mentioned in such Receipts, shall not be answerable for the same, or liable to see to the Application thereof, or bound to inquire into the Necessity or Propriety of making any such Sale or Mortgage.

As to Heirlooms.

XV. And be it enacted, That from and after the passing of this Act all and singular the said Pictures, Books, Household Furniture, Plate, Diamonds, and Fixtures, known by the general Name of Heirlooms, bequeathed to the said Sir *George Cayley* and Sir *Arthur de Capell Brooke* upon trust as aforesaid, shall be or remain vested in them, their Executors, Administrators, and Assigns, or other the Trustees or Trustee for the Time being of this Act, upon trust to sell the said Furniture and Fixtures, and dispose of the Monies to be produced by such Sale in the Manner herein-before directed with respect to the Monies by this Act authorized to be raised, and upon trust to permit the Residue of the said Heirlooms to be used and enjoyed by the Person or Persons who for the Time being shall be entitled in possession to the Rents and Profits of the said *Spaldington* Estate so hereby declared to be settled as aforesaid, or who would have been so entitled if the said *Spaldington* Estate were then remaining unsold, subject nevertheless to such Alterations as are mentioned in the said Will of the said Testator Sir *Henry Maghul Mervin Vavasour*.

Appointment of new Trustees.

XVI. And be it enacted, That in case the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, or the Survivor of them, or his Heirs, Executors, or Administrators, or their or his respective Assigns, or any of them respectively, or any other Trustee or Trustees to be appointed as herein-after mentioned, or his, their, or any of their Heirs, Executors, Administrators, or Assigns, shall die, or desire to relinquish or refuse or decline or become incapable to act in the Trusts of this Act, or shall go to reside out of *Great Britain*, before the said Trusts shall be fully performed and executed, then and in every such Case it shall and may be lawful to and for the High Court of Chancery, on Motion or Petition, or on Claim filed, in a summary Way by the Person or Persons who is or are or would for the Time being be beneficially entitled in possession to the Rents and Profits of the said *Spaldington* Estate, or who would have been so entitled if the same were then remaining unsold, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, if such Person or Persons shall be under that Age, from Time to Time to nominate or appoint One or more Person or Persons to be a Trustee or

or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or becoming incapable to act, or going out of *Great Britain*, as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed as aforesaid, all the said Trust Estates which shall be then vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing, declining, or becoming incapable to act, or going out of *Great Britain*, as aforesaid, shall, with all convenient Speed, be conveyed and assured so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees, solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts and for the same Uses, Intents, and Purposes as are herein expressed and declared concerning the same Estates respectively, or such and so many of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts of this Act, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Enabling Sir George Cayley to accept the Trust after the passing of the Act.

XVII. And whereas the said Sir *George Cayley* hath not attended to signify his Acceptance of the Trusts hereby reposed in him: Be it therefore enacted, That it shall and may be lawful for the said Sir *George Cayley* to signify his Acceptance of the same Trusts by any Writing under his Hand, attested by Two or more Witnesses, and that One of such Witnesses shall and may make Affidavit of such Signature before a Master or Master Extraordinary of the High Court of Chancery; and in the meantime and until such Affidavit shall be made and filed in the said Court it shall not be lawful for the said Sir *George Cayley* to act as a Trustee in the Execution of this Act, nor shall any of the Trusts, Powers, and Authorities by this Act given, created, enacted, and declared, during such Time as the said Sir *George Cayley* shall omit or refuse to accept the said Trusts, and to cause Proof to be made of such Acceptance in manner before directed, be executed, exercised, and put in force, any thing herein contained to the contrary thereof in anywise notwithstanding.

General Saving.

XVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Sir *Henry Mervin Vavasour* and his Sons and Daughters, and the

the Heirs of the Body of such Sons and Daughters respectively, and the said *Joseph Dunnington Jefferson*, and the said *Anna Mervinia Dunnington Jefferson* and her Heirs, and her Sons and Daughters, and the Heirs of the Body of such Sons and Daughters respectively, and the said *William Thomas Vavasour*, and the said *Caroline Susan Vavasour* and her Sons and Daughters, and the Heirs of the Body of such Sons and Daughters respectively, and the said *Emma Matilda Vavasour* and her Sons and Daughters, and the Heirs of the Body of such Sons and Daughters respectively, and the said Sir *George Cayley* and Sir *Arthur de Capell Brooke*, their Heirs, Executors, and Administrators respectively, and the said *George Palmes* and his Heirs, and the said *Edward Francis Witts* and Sir *Charles Anderson* and their Heirs respectively, and the right Heirs of the said Sir *Henry Maghul Mervin Vavasour* deceased,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, and out of the same Hereditaments respectively, and every or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not passed.

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

XIX. And be it 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.

The

The FIRST SCHEDULE to which the foregoing Act refers.

THE SPALDINGTON ESTATE.

Township.	Names and Description of Lands and Premises.	Quantity. A.	R.	P.
Spaldington -	Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied therewith by Robert Atkinson - - - -	317	0	26
Ditto -	Another Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied therewith by John Pottinger - - - - -	226	0	39
Ditto -	Another Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied therewith by William Martin - - - - -	195	2	16
Ditto -	Another Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied therewith by John Smith - - - - -	226	3	29
Ditto -	Another Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied therewith by Joseph Popple - - - - -	149	0	6
Ditto -	Another Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied therewith by Robert Blackburn - - - -	69	0	1
Ditto -	Two Houses and Garths adjoining and occupied by Anthony Ransome and Robert Sudderby - -	6	2	37
Ditto -	Cottages and Gardens occupied by Joseph Tutty and Elizabeth Corner - - - -	1	2	0
Ditto -	House, Buildings, and Closes or Parcels of Land, occupied by Richard Ream - - -	12	0	18
Ditto -	Hadridding Wood, occupied by George Broder -	24	0	33
Ditto -	Cottage and Appurtenances occupied by Widow Barnett - - - - - -	0	2	0
Ditto -	Snipe Allotment from Bishop Soil - -	13	0	37
Ditto -	Parcel of Land open to the Road, about - -	6	0	0
Ditto -	One Third Part or Share of the Manor or reputed Manor of Spaldington, with the manorial Rights thereunto belonging.			
Ditto and Willitoft.	The Tithes, or Part or Parts or Share or Shares of and in the Tithes or Rent-charge or Rent-charges, or Part or Parts of Rent-charge or Rent-charges, in lieu of Tithes, from Lands and Hereditaments in the Townships of Spaldington and Willitoft, and in the Parishes of Aughton and Bubwith, in the County of York.			
	Acres - - -	1,248	1	2

Geo. Alderson.

The SECOND SCHEDULE to which the foregoing Act refers.

THE MELBOURNE ESTATE.

Township.	Description of Lands and Premises.	Quantity. A.	R.	P.
Melbourne -	East House Farm and Outbuildings, and several Closes or Parcels of Land, occupied by John Elliott -	141	1	4
Ditto -	Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied by John Sanderson -	172	0	14
Ditto -	Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied by Henry Nelson -	248	0	12
Ditto -	Farmhouse, Farm Buildings, and several Closes or Parcels of Land occupied by Robert Falkingham -	38	2	12
Ditto -	Cross Keys Inn, Blacksmith's Shop, Outbuildings, and several Closes or Parcels of Land occupied by William Clark - - - - -	23	2	11
Ditto -	Two Closes of Land occupied by George Clark -	4	0	18
Ditto -	House, Buildings, and several Closes or Parcels of Land occupied by Robert Maude - -	33	1	37
Ditto -	House, Cottages, Brick-kilns, Pits, Sheds, and Closes or Parcels of Land occupied by Charles Ogle -	23	3	8
Ditto -	Cottage, Garden, and Three Closes of Land occupied by Richard Homley - - - -	8	0	6
Ditto -	House, Buildings, and several Closes and Parcels of Land occupied by John Homley - - - -	14	3	15
Ditto -	Two Closes or Parcels of Land occupied by Charles James - - - - -	9	0	32
Ditto -	House and Garth occupied by John Thompson and James Thompson - - - -	2	0	5
Ditto -	Field occupied by John Thompson and others -	9	2	25
Ditto -	Two Cottages and Gardens occupied by John Vause and William Anderson Camp - - -	1	0	13
Ditto -	House and Garth occupied by John Hattersley -	2	0	12
Ditto -	House, Joiner's Shop, Buildings, and Land occupied by George Hayton - - - -	2	3	15
Ditto -	Garth occupied by John Sunman - - -	0	0	39
Ditto -	House, Buildings, and Land occupied by Robert Lownsborough - - - - -	4	1	33
Ditto -	Field and Part of the Park occupied by Charles Richard Robinson, Esquire - - -	14	2	37
Ditto -	Mansion House called Melbourne Hall, Pleasure Grounds, Stables, Coach-houses, Greenhouse, Gardens, Buildings, and Appurtenances in the Occupation of the said Charles Richard Robinson -	15	2	15

Sir Henry M. Vavasour's Estate.

Township.	Description of Lands and Premises.	Quantity.
Melbourne -	Plantations, Field, and Land occupied by Sir Henry Mervin Vavasour, Baronet - - -	A. R. P. 257 2 24
Ditto -	The Manor or reputed Manor of Melbourne or Melbourne with Storthwaite in the County of York, with the Manorial Rights thereunto belonging. N.B.—The Farm in the Occupation of Henry Nelson is subject to a Rent-charge of Eighty Pounds per Annum. The Land Tax on the Estate amounts to Ten Pounds Twelve Shillings and Two-pence a Year. The Estate is also subject to Two annual Tithe Rent-charges of Three Pounds and Seven Shillings, and One Pound, or thereabouts, the former payable to the Dean and Chapter of York, and the latter payable to the Vicar of Thornton.	——
	Acres - - -	1,027 1 27

Geo. Alderson.

The THIRD SCHEDULE to which the foregoing Act refers.

	£ s. d.
The annual Rental of the Spaldington Estate is - -	1,063 13 8
The Value of the same Estate is - - - -	29,702 2 8

Geo. Alderson.

The FOURTH SCHEDULE to which the foregoing Act refers.

	£ s. d.
The annual Rental of the Melbourne Estate is - -	763 18 4
The Value of the same Estate is - - - -	33,550 0 0

Geo. Alderson.

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