ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

***

Elwes Estate.

Elwes, Esquires, of the Seventh Part, (being a Settlement made in contemplation of a Marriage then intended and afterwards solemnized by and between the said *Cary Charles Elwes* and *Elinor Rye*,) divers Hereditaments therein described, and amongst them the Manors or Lordships, or reputed Manors or Lordships, Messuages, Lands, Tenements, and Hereditaments described in the First Schedule to this Act annexed, with the Rights, Members, and Appurtenances, and also all and singular other the Manors or Lordships, or reputed Manors or Lordships, Advowsons, Rectories, Messuages, Cottages, Farms, Lands, Woods and Wood Grounds, Tenements, Rents, and Tithes, and Hereditaments whatsoever, situate in the several Parishes, Towns, Hamlets, Fields, Precincts, or Territories of *Roxby*, *Reisby*, *Sawcliffe* otherwise *Salcliffe*, *Appleby*, *Kettleby*, *Westram*, *Bigby*, *Kettleby Thorpe* otherwise *Thorpe* otherwise *Thorpe-in-the-Moor*, *Wrawby* otherwise *Rawby* otherwise *Rawby-cum-Brigg*, *Brigg* otherwise *Glandford Brigg*, *Bigby* otherwise *Bakeley*, *Barnaby*, and *Cadney*, or any of them, or elsewhere in the County of *Lincoln*, comprised in certain Indentures of Lease and Release of the Twenty-sixth and Twenty-seventh Days of *May* One thousand eight hundred and twenty-six, which are recited or referred to in the now-reciting Indenture of Appointment, Release, and Settlement, and the Recovery suffered in pursuance thereof, or which were intended to be so comprised, were appointed and released or otherwise assured and limited to such Uses and upon such Trusts as the same Hereditaments then stood limited, until the said then intended Marriage should be solemnized, and after the Solemnization thereof, to, upon, and for the Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements therein-after expressed and declared, and in part herein-after recited concerning the same respectively; that is to say, as to the said Manors, Lands, and Premises, (except the Advowson of the Vicarage of *Roxby-cum-Risby* and of the Rectory of *Bigby*, therein-before mentioned,) to the Intent that the said *Cary Charles Elwes* and his Assigns should yearly, during the joint Lives of himself and the said *Robert Cary Elwes*, receive an annual Sum or yearly Rentcharge of Two thousand Pounds, to be charged on the said Manors and other Hereditaments, payable quarterly as therein mentioned, and with the usual Powers of Distress and Entry for recovering the same; and subject thereto to the Use of the said *Thomas Whalley* and *John Christopher Whalley*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, upon Trusts for securing the said yearly Rentcharge of Two thousand Pounds; with Remainder to the Intent that the said *Elinor Rye* and her Assigns, if she should survive the said *Cary Charles Elwes*, should during her Life receive a yearly Rentcharge of Eight hundred Pounds for her Jointure, and in Bar of Dower or Freebench, payable quarterly as therein mentioned, with

with the usual Powers of Distress and Entry for securing Payment thereof; and subject thereto to the Use of the said *Robert William Baxter* and *Vere Isham*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years, upon the Trusts therein-after contained for securing the said yearly Rentcharge of Eight hundred Pounds; with Remainder to the Use of the said *Robert Cary Elwes* and his Assigns for his Life, without Impeachment of or for any manner of Waste; Remainder to the Use of the said *John Clavering* and *George Cary Elwes*, and their Heirs, during the Life of the said *Robert Cary Elwes*, upon trust to support contingent Remainders; with Remainder to the Use of the said *Cary Charles Elwes* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Clavering* and *George Cary Elwes*, and their Heirs, during the Life of the said *Cary Charles Elwes*, upon trust to support contingent Remainders; with Remainder to the Use of the said *Richard Sykes* and *Dudley Christopher Cary Elwes* for the Term of Two thousand Years, upon Trusts for securing the Sum of Twenty thousand Pounds for the Portions of the younger Children of the said then intended Marriage; with Remainder to the Use of the First Son of the Body of the said *Cary Charles Elwes* on the Body of the said *Elinor Rye* his then intended Wife to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Cary Charles Elwes* on the Body of the said *Elinor Rye* to be begotten, severally, successively, and in remainder according to Seniority, and the respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; with Remainder to the Use of the First, Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the said *Cary Charles Elwes* on the Body of any future Wife to be begotten, successively according to Seniority in Tail Male; with Remainder to the Use of the said *Cary Charles Elwes* and the Heirs of his Body lawfully issuing; with Remainder to the Use of the said *Robert Cary Elwes*, his Heirs and Assigns for ever; and the now-reciting Indenture of Appointment and Release and Settlement contains a Proviso, Declaration, and Agreement that it should and might be lawful to and for the said *Cary Charles Elwes*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, (but subject and without Prejudice to the Life Estate of the said *Robert Cary Elwes* of and in the said Hereditaments and Premises,) to limit and appoint, to take effect from and after

the

the Decease of the said *Robert Cary Elwes*, unto and to the Use of or in trust for the said *Elinor Rye* for her Life, in addition to the said annual Sum or yearly Rentcharge of Eight hundred Pounds thereby limited to the said *Elinor Rye* and her Assigns, for her Jointure, as therein-before was mentioned, any further annual Sum or yearly Rentcharge not exceeding with the said Sum of Eight hundred Pounds the annual Sum of Twelve hundred Pounds, and unto and to the Use of or in trust for any Woman or Women whom the said *Cary Charles Elwes* should marry after the Decease of the said *Elinor Rye*, for her or their Life or respective Lives, and for her or their Jointure or respective Jointures, and in Bar of Dower, any annual Sum or yearly Rentcharge, annual Sums or yearly Rentscharge, not exceeding for any such Woman the annual Sum of Twelve hundred Pounds respectively, free from Taxes, and without any other Deduction whatsoever, to be issuing out of and charged and chargeable upon all or any Part or Parts of the said Manors and other Hereditaments expressed to be thereby appointed and released (except the said Advowsons of *Roxby-cum-Risby* and *Bigby* aforesaid), and to limit and appoint to the Woman or Women respectively to or for the Benefit of whom such annual Sum or yearly Rentcharge, or any annual Sums or yearly Rentscharge should be appointed as aforesaid (including the said *Elinor Rye*), usual Powers and Remedies for recovering and enforcing Payment thereof, when in arrear, by Distress and Entry upon and Perception of the Rents and Profits of the Hereditaments which should be so charged with the said annual Sum or yearly Rentcharge, or annual Sums or yearly Rentscharge, and also to limit and appoint the Hereditaments which should be so charged as aforesaid to any Person or Persons, his or their Executors, Administrators, and Assigns, for any Term or Terms of Years, but with Impeachment of Waste, upon such Trusts for better securing the Payment of such yearly Rentcharge or Rentscharge, as to the said *Cary Charles Elwes* should seem meet, but so that upon the Death of the Woman for the Benefit of whom any such Term should be so limited, and the Payment of the Arrears of the Rentcharge, and the Expenses (if any) incurred by the Nonpayment thereof, the Term to be limited for securing the said yearly Rentcharge, or so much of the same Term as should not be disposed of under the Trusts to be declared for securing the same yearly Rentcharge, should be made to cease and determine; and the now-reciting Indenture of Appointment, Release, and Settlement contains a further Proviso, Agreement, and Declaration, that it should be lawful for the said *Robert Cary Elwes*, from Time to Time during his Life, and after his Decease then for the said *Cary Charles Elwes* from Time to Time during his Life, and afte rthe Decease of the Survivor of them then for the Guardian or Guardians for the Time being of any Child or Children of the said *Cary Charles Elwes* who by virtue of or under the Limitations therein-before contained

tained should be entitled to the Possession or Receipt of the Rents and Profits of the Hereditaments and Premises thereby appointed, granted, and released, or intended so to be, (except the said Advowsons,) from Time to Time during the Minority or respective Minorities of such Child or Children, to demise or lease all or any Part or Parts of the Hereditaments and Premises thereby appointed, granted, and released, or intended so to be, with the Appurtenances, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest; so that there be reserved and made payable in every such Lease during the Continuance thereof the best and most improved yearly Rent or Rents, to go along with and be incident to the immediate Reversion or Remainder of the Premises so to be leased, that could or might be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that in every such Lease there be contained a Condition of Re-entry on the Nonpayment of the Rent or Rents to be therein or thereby respectively reserved by the Space of Twenty-one Days next after the same should become due and payable; and so that the Lessee or respective Lessees to whom such Lease or Leases should be made seal and deliver a Counterpart or Counterparts of such Lease or Leases; and so that none of the Lessees to whom any such Lease or Leases should be made be by any Clause or Words therein contained authorized to commit Waste or exempted from Punishment for committing Waste: and the now-reciting Indenture of Appointment, Release, and Settlement contains a further Proviso, Declaration, and Agreement, that it should be lawful for the said *John Clavering* and *George Cary Elwes*, and the Survivor of them, and the Heirs of such Survivor, at any Time or Times thereafter, at the Request and by the Direction of the said *Robert Cary Elwes* (testified by some Writing under his Hand) during his Life, and after his Decease then at the Request and by the Direction of the said *Cary Charles Elwes* (testified by some Writing under his Hand) during his Life, to make sale, alien, and dispose of, or to convey in exchange for or in lieu of other Manors, Messuages, Farms, Lands, Tenements, or Hereditaments, to be situated somewhere in that Part of *Great Britain* called *England* or in *Wales*, all or any Part of the Hereditaments thereby appointed, granted, and released, or intended so to be, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, either together or in Parcels, and for such Price or Prices in Money, or for such equivalent or Recompence in Manors, Messuages, Farms, Lands, Tenements, or Hereditaments, as to them the said *John Clavering* and *George Cary Elwes*, or the Survivor of them, or his Heirs, should seem reasonable; and for the Purposes aforesaid or any of them it should be lawful for the said *John Clavering* and *George Cary Elwes*, and the Survivor of them, and the Heirs of such Survivor, at such Request and by such Direction,

Direction, and so testified as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them the said *John Clavering* and *George Cary Elwes*, or the Survivor of them, or his Heirs, sealed and delivered in the Presence of and attested by Two or more creditable Witnesses, to revoke, determine, and make void all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Agreements therein-before limited, expressed, declared, and contained of and concerning the Hereditaments so to be sold or exchanged, or any Part thereof, and by the same or any other Deed or Deeds, Writing or Writings, to be by him or them sealed and 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, as it should be thought necessary or expedient to limit, declare, or appoint in order to effect such Sale, Exchange, or Disposition as aforesaid, and that upon any such Exchange as aforesaid it should be lawful for the said *John Clavering* and *George Cary Elwes*, or the Survivor of them, or his Heirs, to receive or take any Sum or Sums of Money by way of Equality of Exchange, and also, upon Payment of any Money to arise by such Sale of the said Hereditaments or any Part thereof, or to be received or taken for or by way of Equality of Exchange, it should be lawful for the said *John Clavering* and *George Cary Elwes*, or the Survivor of them, or his Heirs, to give and sign Receipts for the Money for which the same should be so sold, or so to be paid for Equality of Exchange, which Receipts should be sufficient Discharges to the Person or Persons paying the same respectively for the Money for which the same should be so given, or for so much thereof as in such Receipts should be respectively acknowledged or expressed to be received, and that the Person or Persons paying the same respectively, and taking such Receipt or Receipts for the same as aforesaid, should not afterwards be obliged to see to the Application or be in anywise answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money or any Part thereof; and a further Proviso, that when all or any Part or Parcel or Parts or Parcels of the said Hereditaments thereby made saleable as aforesaid should be sold, in pursuance of the now-reciting Indenture, 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 Powers therein-before contained, the said *John Clavering* and *George Cary Elwes*, or the Survivor of them, or his Heirs, should with all convenient Speed, with the Consent of the said *Robert Cary Elwes* (to be testified as aforesaid) during his Life, and after his Decease then with the Consent of the said *Cary Charles Elwes* during his Life (to be testified as aforesaid), and after the Decease of the Survivor of them the said *Robert Cary Elwes* and *Cary Charles Elwes*, then with the Consent in Writing of the Person or Persons who would under or by virtue of the Limitations therein-

therein-before contained, or to be contained or referred to in the Settlement or Conveyance therein-after directed, or any of them, be for the Time being in the actual Possession or entitled to the Receipt of the Rents and Profits of the Hereditaments to be purchased as therein-after mentioned or directed, in case the same were then actually purchased, if such Person or Persons were of full Age, but if not, then with the Consent in Writing of the Guardian or Guardians for the Time being of such Person or Persons respectively, lay out and invest all and every the Sum and Sums of Money which should arise by such Sale or Sales, and be paid for Equality of Exchange as aforesaid, in the Purchase of other Manors, Messuages, Lands, or Hereditaments in possession, to be situate somewhere in that Part of *Great Britain* called *England* or in *Wales*, of a clear and indefeasible Estate of Inheritance in Fee Simple, (whereof any Part, not exceeding One Fourth Part in any One Purchase, might, if the Trustees or Trustee for the Time being should think fit, be Copyhold of Inheritance,) and as well the Hereditaments so to be purchased as all and every the Hereditaments so to be received in exchange as aforesaid should thereafter forthwith be settled, conveyed, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Conditions, and Agreements, as were in and by the now-reciting Indenture limited, expressed, declared, and contained of and concerning the Hereditaments thereby appointed, granted, and released, or intended so to be, or as near thereto as the Deaths of Parties and other Contingencies, or the Circumstances of the Case, would then admit; and a further Proviso, that in the meantime and until the 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 be lawful for the said *John Clavering* and *George Cary Elwes*, and the Survivor of them, and the Heirs of such Survivor, by and with the Consent of the said *Robert Cary Elwes* during his Life, and after his Decease with the Consent of the said *Cary Charles Elwes* during his Life (to be testified as last mentioned), and from and after the Decease of the Survivor of them the said *Robert Cary Elwes* and *Cary Charles Elwes* then by and of the proper Authority of the said Trustees or Trustee for the Time being, 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 in *England* or *Wales*, and from Time to Time, with such Consent and so testified as aforesaid, or of their or his own proper Authority, as the Case should happen, 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 and Funds, or at Interest upon Government or Real Securities, of the like Nature, as often

often as they should think proper, and the Interest, Dividends, and annual Proceeds arising from such Stocks, Funds, or Securities should from Time to Time go and be paid to such Person or Persons, and be applied to such Uses, Intents, and Purposes, and in such Manner, as the Rents and Profits of the Hereditaments to be purchased therewith would go and be payable or applicable in case such Purchase or Purchases were actually made; and the now-reciting Indenture of Appointment, Release, and Settlement contains a Proviso, Agreement, and Declaration that in case the Trustees thereby nominated and appointed, or any of them, or any succeeding or other Trustees or Trustee of the said Trust Estates and Premises to be nominated as therein-after mentioned, or their or any of their Heirs, Executors, or Administrators, should happen to die, or be desirous to be discharged of and from, or refuse or become incapable to act in the Trusts or Powers therein-before expressed, declared, and contained, before the same Trusts should have been fully performed, exercised, or satisfied, then and so often as the same should happen it should and might be lawful, as to the said *John Clavering* and *George Cary Elwes*, and any Trustee or Trustees to be appointed in their or either of their Place or Stead, to and for the said *Robert Cary Elwes* and *Cary Charles Elwes*, and the Survivor of them, and as to the said *Thomas Whalley* and *John Christopher Whalley*, and any Trustee or Trustees to be appointed in their or either of their Place or Stead, to and for the said *Cary Charles Elwes*, and as to the said *Robert William Baxter* and *Vere Isham*, and any Trustee or Trustees to be appointed in their or either of their Place or Stead, to and for the said *Elinor Rye*, and as to the said *Richard Sykes* and *Dudley Christopher Cary Elwes*, and any Trustee or Trustees to be appointed in their or either of their Place or Stead, to and for the said *Cary Charles Elwes* and *Elinor Rye*, and the Survivor of them, during the Lives and the Life of the Survivor of them, and after the Decease of such Survivor for the surviving or continuing Trustees or Trustee of the said Term of Two thousand Years, or the Executors or Administrators of the last surviving or continuing Trustee of the same Term, by any Deed or Writing under their, his, or her Hands and Seals or Hand and Seal, to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Place and Stead of such Trustees or Trustee so dying, desiring to be discharged, or refusing or becoming incapable to act as aforesaid, and that when and as often as any such new Trustees or Trustee should be nominated and appointed as aforesaid all the said Trust Estates and Premises the Trustee or Trustees whereof should so die, desire to be discharged, or refuse or become incapable to act as aforesaid, should be thereupon with all convenient Speed conveyed, transferred, assigned, and assured respectively according to the Nature and Tenure thereof, in such Manner and so that the same should and might be legally and effectually vested in the newly appointed

pointed Trustee or Trustees, jointly with such of the former Trustees as should be willing and capable to act, and in case there should be no continuing former Trustee, then in such newly appointed Trustee or Trustees only, to, for, and upon the Uses, Trusts, Intents, and Purposes therein-before limited, expressed, declared, and contained of and concerning the same, and that the new Trustee or Trustees who should be appointed in the Room or Stead of the said *John Clavering* and *George Cary Elwes*, or either of them, as aforesaid, either alone or jointly with such of them the said *John Clavering* and *George Cary Elwes* as should continue to act, should and might, either before or after any such Conveyance or Assurance as aforesaid, exercise all or any of the Powers or Authorities therein-before reserved or given to the said *John Clavering* and *George Cary Elwes*, and the Survivor of them, and the Heirs of such Survivor, and that every such new Trustee should and might in all things and in all respects act and assist in the Management, carrying on, and Execution of the Trusts to which he should be so appointed, as fully and effectually, and with the same Power and Powers, Authority and Authorities, as if such new Trustee had been originally by the now-reciting Indenture of Appointment, Release, and Settlement nominated and appointed, and as the said Trustee of the same Trust Estate and Premises named in the same Indenture were or would be enabled to do, or might or could have done, under or by virtue of the same or any Clause, Power, or Proviso therein-before contained or implied, or otherwise, as if such original Trustees had been then living, and continuing to act under or in execution of the Trusts, Powers, and Authorities reposed in or reserved to them in and by the now-reciting Indenture of Appointment, Release, and Settlement: And whereas by Indenture dated on or about the Twenty-third Day of *April* One thousand eight hundred and forty-two, and expressed to be made between the said *Cary Charles Elwes* of the First Part, the said *Robert Cary Elwes* of the Second Part, and *Henry Archer Raymond* Gentleman of the Third Part, and enrolled in Chancery on or about the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, reciting the said Indentures of Lease, Appointment, and Release and Settlement of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and twenty-six, it is witnessed, that for the Consideration therein mentioned the said *Cary Charles Elwes*, with the Consent of the said *Robert Cary Elwes* as Protector of the said in part-recited Settlement, did grant and confirm unto the said *Henry Archer Raymond* and his Heirs all and every the Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Cottages, Mills, Shops, Farms, Lands, Woods, and Wood Grounds, Tenements, Tithes, Rents, and Hereditaments whatsoever comprised in the therein and in part herein-before recited Indentures of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and

Indenture, dated 23d April 1842.

and twenty-six, and thereby settled to the Uses in the now-reciting Indenture recited, and which had since, by virtue of any Act or Acts for the Inclosure of Land, Conveyances or Assurances, or other legal Acts or Means whatsoever, become or did then stand settled, limited, or subject, at Law or in Equity, to the Uses or Limitations of the same Indentures of Settlement, together with all Rights, Royalties, Members, and Appurtenances, to hold the same in remainder or reversion expectant on and subject and without Prejudice to the several Uses and Estates by the said in part-recited Indentures of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and twenty-six limited, prior or precedent to the Limitations therein contained, to the Use of the said *Cary Charles Elwes* and the Heirs of his Body (including a Power of Appointment thereby limited to the said *Robert Cary Elwes* as to the said Advowson of the Vicarage of *Roxby-cum-Risby*, being the Rectory of *Bigby* aforesaid, and such Estate or Estates as might be created by virtue thereof), and also subject to the several Powers of jointuring, leasing, selling, and exchanging, and other Powers, Privileges, and Provisions to the said precedent Estates belonging, annexed, or exerciseable in respect or during the Continuance of the same, and to such Charges on the said Hereditaments or any Parts thereof as the said *Robert Cary Elwes* was entitled unto as Tenant for Life for the Monies paid by him under the "*Ancholme* Drainage Acts," unto the said *Henry Archer Raymond* and his Heirs for ever, freed and discharged from the Estate Tail of the said *Cary Charles Elwes*, and all Remainders and Reversions, Conditions, Powers, or Limitations expectant or dependant thereon, or to take effect after or in defeazance thereof (except only such Powers, Privileges, and Charges as were intended to be thereby continued, saved, and preserved as aforesaid), to the Use of the said *Cary Charles Elwes*, his Heirs and Assigns for ever, to the Intent that he might be enabled to settle the same to the Uses then already agreed upon with the said *Robert Cary Elwes*: And whereas by Indenture of Grant and Settlement dated on or about the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and expressed to be made between the said *Cary Charles Elwes* of the First Part, the said *Robert Cary Elwes* of the Second Part, the Reverend *Charles James Barnard* Clerk, the said *George Cary Elwes*, and the said *Henry Archer Raymond* of the Third Part, and the said *John Clavering* and *George Cary Elwes* of the Fourth Part, reciting the said Indentures of Lease and Release and Settlement of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and twenty-six, it is witnessed that for the Consideration therein mentioned the said *Cary Charles Elwes*, with the Consent and Approbation of the said *Robert Cary Elwes*, and subject and without Prejudice to the Powers and Privileges therein-after saved and confirmed, and the future Exercise thereof, did grant,

Indenture, dated 25th April 1842.

grant, bargain, sell, and demise unto the said *Charles James Barnard* and *Henry Archer Raymond*, their Executors, Administrators, and Assigns, all and every the said Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Cottages, Mills, Shops, Farms, Lands, Woods, and Wood Ground, Tenements, Tithes, Rents, and Hereditaments whatsoever which were comprised in the said recited Indentures of Lease and Appointment, Release and Settlement of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and twenty-six, and thereby conveyed and settled to the Uses and in manner hereinbefore recited or expressed, or intended so to be, or of or to which the said *Cary Charles Elwes* was then seised or entitled, at Law or in Equity, for the Term of his Life, in remainder expectant on the Decease of the said *Robert Cary Elwes* as aforesaid, according to the same Indenture of Settlement, with all the Rights, Royalties, Members, and Appurtenances, to hold the same (subject to the Estates by the said recited Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six limited to the Use of the said *Robert Cary Elwes* and his Assigns for his Life, as aforesaid, and also to the several Powers of jointuring, leasing, selling, and exchanging, and appointing new Trustees, and other Powers, Privileges, and Provisions thereby limited or created, and made exerciseable either by the said *Robert Cary Elwes* and *Cary Charles Elwes*, or by or with their or either of their Request or Direction, Consent or Approbation, or otherwise, during the Continuance of their respective Life Estates under the same Settlement or either of them, and also subject to such Charges which the said *Robert Cary Elwes* as Tenant for Life of the said Estates was entitled to, on account of the Sum and Sums of Money advanced by him under the *Ancholme* Drainage Acts or otherwise,) unto the said *Charles James Barnard* and *Henry Archer Raymond*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to commence from the Decease of the said *Robert Cary Elwes*, if the said *Cary Charles Elwes* should so long live, without Impeachment of Waste, in trust for the said *Charles James Barnard*, *George Cary Elwes*, and *Henry Archer Raymond*, their Executors, Administrators, and Assigns, and upon the Trusts, and for the Intents and Purposes, and under and subject to the Provisoes, Declarations, and Agreements therein-after expressed and declared, and in part herein-after recited of and concerning the same; that is to say, if an Annuity of Four hundred and forty Pounds granted by the said *Cary Charles Elwes* to *George William Villiers Villiers* in manner therein-before mentioned, and a Sum of Two thousand two hundred and seventy Pounds secured to *Valentine Fowler Hovenden*, as therein also mentioned, should not be repurchased and fully discharged respectively during the joint Lives of *Robert Cary Elwes* and *Cary Charles Elwes* by the Means therein-

before

before provided for that Purpose, or otherwise, (which Annuity of Four hundred and forty Pounds was repurchased, and which Sum of Two thousand two hundred and seventy Pounds, and the Interest thereof, were fully discharged during such joint Lives,) then upon trust, in the first place, by and out of the yearly Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises comprised in the said Term of Ninety-nine Years thereby demised, to levy and raise, with all convenient Speed after the Commencement of such Term, all such Sum and Sums of Money as should be necessary (in aid of the Funds therein-before provided in that Behalf) to effect the Repurchase and entire Discharge of such Annuity, Debt, and Interest respectively, and to pay and apply the same accordingly; and in the next place, by and out of such yearly Rents, Issues, and Profits, to pay and keep down the Interest on all Charges affecting the same Manors, Hereditaments, and Premises, and all annual Payments and Outgoings issuing out of the same; and, subject to the Charges aforesaid, upon further trust to appropriate and set apart yearly and every Year during the natural Life of the said *Cary Charles Elwes*, out of the same yearly Rents, Issues, and Profits, the Sum of Four thousand Pounds of lawful Money of *Great Britain*, and to pay the same by Four equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, either into the proper Hands of the said *Elinor Elwes*, the then present Wife of the said *Cary Charles Elwes*, being for her sole and separate Use, independent of him, and free from his Debts, Engagements, or Control, and for which her Receipts should, notwithstanding Coverture, be a good Discharge, or to such Person or Persons and for such Purposes as she by Writing under her Hand, notwithstanding Coverture, should after the same had actually accrued, but not in anywise by Anticipation, direct; and in case of the Death of the said *Elinor Elwes* in the Lifetime of the said *Cary Charles Elwes*, then to pay and apply the same yearly Sum of Four thousand Pounds, either for the separate Use and Support of any future Wife of him the said *Cary Charles Elwes*, independent of him, and free from his Debts and Control, or for or towards the Maintenance, Education, Support, or Benefit of the then present and future lawful Children of the said *Cary Charles Elwes*, or any of them, or partly for the separate Use of such future Wife, if any, and partly for the Benefit of such Children or any of them, and in such Shares and Proportions, Manner and Form, as the Trustees or Trustee thereof for the Time being, in their or his absolute Discretion, should think fit; and as to all the net Surplus or Residue of the yearly Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises which should remain after answering the Purposes aforesaid, and after defraying all necessary Repairs of and Outgoings in respect of the same, upon trust from Time to Time, either

either to pay over the same into the proper Hands of the said *Cary Charles Elwes*, or to permit him to receive the same, or else to pay and apply the same Residue of the said yearly Rents, Issues, and Profits for the separate Use of the said present Wife of the said *Cary Charles Elwes*, or in case of her Death for the separate Use (either wholly or partly) of any future Wife of him the said *Cary Charles Elwes*, or for the Benefit (wholly or partly) of all or any of his then present and future lawful Children, in exclusion of him the said *Cary Charles Elwes*, in like Manner as is therein-before directed as to the said Annuity of Four thousand Pounds to be appropriated thereout as aforesaid, according to the absolute Discretion of the Trustees or Trustee thereof for the Time being, and without the Control of any Person or Persons whomsoever; it being the true Intent of the now-reciting Indenture, and expressly stipulated by and on the Part of the said *Robert Cary Elwes*, that the same Residue of the said yearly Rents, Issues, and Profits should be and remain an unalienable Provision for the further Support and exclusive Benefit of the Family of the said *Cary Charles Elwes*, and that no Part thereof should be payable to him in case by reason of any Act of him the said *Cary Charles Elwes*, or by Act or Operation of Law, he should become incapable of receiving and retaining the same for the Purposes aforesaid; and it is further witnessed, that for the Considerations therein mentioned the said *Cary Charles Elwes*, with the Consent of the said *Robert Cary Elwes*, (and subject to such prior Estates and Charges as were therein-after mentioned to be confirmed,) did grant and confirm unto the said *John Clavering* and *George Cary Elwes*, and their Heirs, all and every the said Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Cottages, Mills, Shops, Farms, Lands, Woods, and Woodground, Tenements, Tithes, Rents, and Hereditaments whatsoever, which were comprised in the said Indentures of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and twenty-six, and thereby settled, or which had since become subject to the Uses and Limitations therein expressed, and which by the said Indenture of the Twenty-third Day of *April* then instant were assured in remainder or reversion, and, subject as therein-before mentioned, to the Use of the said *Cary Charles Elwes*, his Heirs and Assigns, together with all the Rights and Appurtenances to the same belonging, to hold the same (in remainder or reversion expectant on and subject and without Prejudice to the Uses and Estates by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six limited prior and precedent to the Limitation therein contained to the Use of the said *Cary Charles Elwes*, and the Heirs of his Body issuing, and subject and without Prejudice to the several Powers of jointuring, leasing, selling, and exchanging, or other Powers and Privileges to the said precedent Estates belonging

or annexed, or exerciseable of or during the Continuance of the same, and in particular to the Power of Appointment reserved to the said *Robert Cary Elwes* as to the Advowsons of the Vicarage of *Roxby* and of the Rectory of *Bigby*, and subject to such Charges of the said *Robert Cary Elwes* upon the said Manors and Premises,) unto the said *John Clavering* and *George Cary Elwes*, and their Heirs for ever, to the Uses and subject to the Provisions therein-after declared and in part herein-after recited concerning the same, (that is to say,) in remainder expectant and subject as last aforesaid to such Uses, upon and for such Trusts, and subject to such Powers, Provisoes, Conditions, Declarations, and Limitations, and in such Manner and Form as the said *Robert Cary Elwes* and *Cary Charles Elwes* at any Time, and from Time to Time during their joint Lives, by any Deed or Deeds duly executed (and with or without Power of Revocation and new Appointment), should direct, limit, or appoint, and in default thereof and subject thereto to the Uses therein-after limited and declared concerning the same; and the now-reciting Indenture contains a Declaration by the said Parties thereto that nothing therein-before or in the said Indenture of the Twenty-third Day of *April* then instant contained should be construed to prejudice or affect any of the Powers of jointuring, leasing, selling, and exchanging, and appointing new Trustees, or other Powers and Privileges by the said Indenture of Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six limited of and in the said Manors, Advowsons, Hereditaments, and Premises therein comprised, but that all such Powers should continue exerciseable from Time to Time thereafter in like Manner as if the now-reciting Indenture had not been made, and that all the Uses limited and created by the now-reciting Indenture should from Time to Time be overreached by the Exercise of any of the said Powers in such Manner as if the same had been limited or created by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and had thereby been made subject to the Powers in the now-reciting Indenture continued, saved, and confirmed, and in particular that the Provisions contained in the said recited Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six touching the Investment of the Monies to arise by Sale or for Equality of Exchange under the Powers of selling and exchanging therein contained in the Purchase of other Hereditaments and Estates, and the Re-settlement of the Hereditaments and Estates to be purchased or taken in exchange under the same Settlement, and the Investment of such Monies in Stocks, Funds, and Securities, and the Application of the annual Income thereof in the meantime, and for the Appointment of new Trustees of the said Settlement, and their Indemnity and Reimbursement of their Expenses, and all Provisions incidental thereto, should be deemed and considered to extend and apply to the

further Settlement by the now-reciting Indenture made of the Reversion in Fee acquired by the said Indenture of the Twenty-third Day of *April* then instant of and in the said Manors, Hereditaments, and Premises, and the Uses, Powers, Trusts, and Limitations of such further Settlement therein-before contained, in like Manner as if such further Uses, Powers, Trusts, and Limitations had been limited and created by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and had formed Part of the said Settlement thereby made, and should be read and construed accordingly; and further, that the Power of leasing contained in the same Indenture of Settlement should be deemed to extend to the Guardian or Guardians for the Time being of any minor Child or Children of the said *Cary Charles Elwes* who might become entitled to the Possession or Receipt of the Rents and Profits of the said settled Manors, Hereditaments, and Premises under the Limitations therein-before contained, so as to authorize the leasing of the same or any Part or Parts thereof by such Guardians, in like Manner as if the Limitations to the Use of such Child or Children therein-before made had formed Part of the Settlement made by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and should be construed accordingly: And whereas by Indenture of Appointment dated on or about the Eighth Day of *July* One thousand eight hundred and forty-five (endorsed on the last in part recited Indenture), and expressed to be made between the said *Robert Cary Elwes* of the First Part, *Willoughby Breare Still Rackham* Gentleman of the Second Part, the said *Charles James Barnard* and *George Cary Elwes* of the Third Part, and *Lincoln Cary Elwes* Esquire of the Fourth Part, reciting the Death of the said *Henry Archer Raymond*, it was witnessed, that in exercise of a Power given to the said *Robert Cary Elwes* by the lastly herein-before in part recited Indenture in that Behalf, the said *Robert Cary Elwes* did appoint the said *Willoughby Breare Still Rackham* to be a Trustee in the Place of the said *Henry Archer Raymond* deceased; and it is further witnessed, that the said *Charles James Barnard* and *George Cary Elwes* did assign, transfer, and set over unto the said *Lincoln Cary Elwes*, his Executors, Administrators, and Assigns, all and every the Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Cottages, Mills, Shops, Farms, Lands, Woods, Tenements, Tithes, and Hereditaments whatsoever by the last-recited Indenture demised, to hold the same unto the said *Lincoln Cary Elwes*, his Executors, Administrators, and Assigns, for all the said Term of Ninety-nine Years, determinable as aforesaid, upon trust forthwith to re-assign the same Premises unto the said *Charles James Barnard* and *Willoughby Breare Still Rackham*, their Executors, Administrators, and Assigns, upon the Trusts declared by the last herein-before in part recited Indenture of the same Term:

Indenture, dated 8th July 1845.

And

Elwes Estate.

Indenture, dated 9th July 1845.

And whereas by Indenture dated on or about the Ninth Day of *July* One thousand eight hundred and forty-five, endorsed on the said Indenture of the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and expressed to be made between the said *Lincoln Cary Elwes* of the First Part, and the said *Charles James Barnard* and *Willoughby Breare Still Rackham* of the Second Part, and the said *George Cary Elwes* of the Third Part, it is witnessed, that the said *Lincoln Cary Elwes* did assign, transfer, and set over unto the said *Charles James Barnard* and *Willoughby Breare Still Rackham* all and every the Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Mills, Shops, Farms, Lands, Tenements, and Hereditaments by the said last-recited Indenture assigned to the said *Lincoln Cary Elwes*, to hold the same unto the said *Charles James Barnard* and *Willoughby Breare Still Rackham* thenceforth for all the said Term of Ninety-nine Years, determinable as aforesaid, upon the Trusts declared by the said Indenture of the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and in such Manner as if the said *Willoughby Breare Still Rackham* had been by the same Indenture originally appointed a Trustee in the Place of the said *Henry Archer Raymond*:

Indenture, dated 16th March 1846.

And whereas by Indenture of Appointment dated on or about the Sixteenth Day of *March* One thousand eight hundred and forty-six, endorsed on the said Indenture of the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and expressed to be made between the said *Robert Cary Elwes* of the First Part, the said *Cary Charles Elwes* of the Second Part, the said *John Clavering* and *George Cary Elwes* of the Third Part, and the Honourable *Charles Anderson Pelham* Earl of *Yarborough* (by his then Style and Title of Lord *Worsley*) and *Thomas Barnard* Esquire of the Fourth Part, it is witnessed, that the said *Robert Cary Elwes* and *Cary Charles Elwes*, by virtue and in exercise of the general Power of Appointment by the said Indenture of the Twenty-fifth Day of *April* One thousand eight hundred and forty-two reserved to them, did by the now-reciting Indenture, signed, sealed, and delivered in the Presence of Two Witnesses, and attested by the same Witnesses, direct, limit, and appoint that all and every the Manors, Lordships, or reputed Manors or Lordships, Capital and other Messuages, Cottages, Mills, Shops, Farms, Lands, Woods, and Woodgrounds, Tenements, Tithes, and Hereditaments, by the said Indenture granted and confirmed by the said *Cary Charles Elwes* in remainder or reversion, and subject as therein within mentioned, unto the said *John Clavering* and *George Cary Elwes*, and their Heirs, to the Uses and in manner therein within mentioned or expressed, or intended so to be, or which had since become and were then subject to such Uses, together with all the Rights, Royalties, Members, and Appurtenances whatsoever, should remain and be, and that the therein within-written Indenture should

and

and might from thenceforth operate and enure (in remainder or reversion expectant on and subject and without Prejudice to the several Uses and Estates by the said Indenture of Appointment, Release, and Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six limited prior and precedent to the Limitation to the Use of the said *Cary Charles Elwes* and the Heirs of his Body, and also subject and without Prejudice to the several Powers of jointuring, leasing, selling, and exchanging, or other Powers and Privileges to the said precedent Estates respectively belonging or annexed, or exerciseable during the Continuance of the same, and in particular to the Power of Appointment of the Advowsons of the Vicarage of *Roxby* and of the Rectory of *Bigby*, and such Estate and Estates, if any, as might be created by virtue thereof, and also subject and without Prejudice to such Charges of the said *Robert Cary Elwes* upon the said Manors as before mentioned or referred to, and to all and every the Estates, Trusts, Powers, and Provisions created or limited by and contained in the therein within written Indenture, before or previous to such Grant in Fee by the said *Cary Charles Elwes* as aforesaid, which were not to be disturbed or interfered with by the now-reciting Indenture,) to such Uses, upon such Trusts, and subject to such Powers, Provisoes, Conditions, Limitations, and Declarations, and in such Manner and Form, as the said *Robert Cary Elwes* and *Cary Charles Elwes* at any Time or from Time to Time during their joint Lives, by any Deed or Deeds duly executed, and with or without Power of Revocation and new Appointment, should direct or appoint, and in default thereof and subject thereto, as to all the said Manors, Hereditaments, and Premises, with the Appurtenances, (except the said Advowsons,) to the Use of the said Earl of *Yarborough* and *Thomas Barnard*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, to commence from the Decease of the Survivor of the said *Robert Cary Elwes* and *Cary Charles Elwes*, and the Failure or Determination of the Limitations contained in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, to the Use of the First and other Sons of the said *Cary Charles Elwes* successively in Tail Male, without Impeachment of Waste, upon the Trusts thereafter contained, and as to the said Manors and Hereditaments comprised in such Term of One thousand five hundred Years after the Expiration thereof and subject thereto, and as to the said Advowsons of the Vicarage of *Roxby* and the Rectory of *Bigby*, in default of and subject to any Appointment to be made thereof, to such Uses, upon such Trusts, and subject to such Powers, Provisoes, Declarations, Conditions, and Limitations, and in such Manner and Form, as the said *Robert Cary Elwes*, by any Deed duly executed, or by his last Will, or any Codicil thereto, should direct or appoint, and in default of such Direction or Appointment, or so far as the same, if incomplete, should not

not extend, to the Use of the said *Dudley Christopher Cary Elwes*, and the Heirs Male of his Body issuing, with Remainder to the Use of the said *George Cary Elwes* and the Heirs Male of his Body issuing, with Remainder to the Use of *Henry Robert Harrington Cary Elwes* and the Heirs Male of his Body issuing, with Remainder to the Use of the said *Lincoln Cary Elwes* and the Heirs Male of his Body issuing, with Remainder to the Use of *Frederick Cary Elwes* and the Heirs Male of his Body issuing, with Remainder to the Use of *Richard James Cary Elwes* and the Heirs Male of his Body issuing, with Remainder to the Use of *Francis Cary Elwes* and the Heirs Male of his Body issuing, with Remainder to the Use of every other lawful younger Son and Sons of the said *Robert Cary Elwes* thereafter to be born, either by his then present or any future Wife, severally, successively, according to Priority of Birth, in Tail Male, with Remainder to the Use of the said *Robert Cary Elwes*, his Heirs and Assigns for ever; and as for and concerning the said Term of One thousand five hundred Years therein-before limited in Use to the said Earl of *Yarborough* and *Thomas Barnard*, their Executors, Administrators, and Assigns, as aforesaid, it is thereby declared and agreed that the same Term was so limited upon trust that if *Valentine Dudley Henry Cary Elwes* (the then present only Son of the said *Cary Charles Elwes*), and all and every other the lawful Son and Sons of the Body of the said *Cary Charles Elwes* by his then present or any future Wife or Wives, thereafter to be born, should happen to die without Issue Male of his or their Body or Bodies respectively lawfully issuing, then and in such Case they the said Earl of *Yarborough* and *Thomas Barnard*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, after the Decease of the Survivor of them the said *Robert Cary Elwes* and *Cary Charles Elwes*, and such Failure of Issue Male of the said *Cary Charles Elwes* as aforesaid, (whichever Event should last happen,) and subject and without Prejudice to any Jointure or further Jointure limited or to be limited in favour of the then present or any future Wife of the said *Cary Charles Elwes* by virtue of the therein within-recited Indenture of Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, or of the now-reciting Indenture, and to the Powers and Remedies and Term and Terms of Years limited or to be limited for recovering and securing the same, by Mortgage, Sale, Demise, or other Disposition of all or any Part of the said Manors and Hereditaments comprised in the said Term of One thousand five hundred Years for all or any Part of the said Term, or with and out of the Rents, Issues, and Profits in the meantime, or by all or any of the said or any other such Means, as to them the said Earl of *Yarborough* and *Thomas Barnard*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem meet, levy and raise, as and for the Portions of the therein within-named *Eleanora Caroline Arabella Elwes*, *Sophia*

Sophia Dorothea Elwes, and *Marian Georgina Elwes*, the then present Daughters of the said *Cary Charles Elwes* by *Elinor* then his Wife, and of all and every other the Daughter and Daughters of the said *Cary Charles Elwes* by his said then present or any future Wife or Wives lawfully to be begotten, (and in addition to the Portions already provided for his younger Children by his then present Marriage as aforesaid,) the Sum of One hundred thousand Pounds of lawful Money of *Great Britain*, to be paid and divided among such Daughters in such Shares and Proportions, and in such Manner, and at such Ages and Times (after the same should have become raiseable as aforesaid), subject to such Provisoes, Conditions, and Limitations over (being for the Benefit or some or One of them) as the said *Cary Charles Elwes* at any Time or Times during his Life, by any Deed or Deeds duly executed, and with or without Power of Revocation, or by his last Will and Testament in Writing, or any Codicil or Codicils in Writing thereto, should direct or appoint, and for Want of such Direction or Appointment then to be divided amongst all such Daughters in equal Shares, to be considered as vested Interests in all the said Daughters respectively (if and whenever the Event should happen upon which the same were to become raiseable as aforesaid) at and from their respectively attaining the Age of Twenty-one Years or marrying (which should first happen), and to be paid to them respectively as follows, that is to say, to such of them as should have previously attained the Age of Twenty-one Years, or been married, as and when the same Sum of One hundred thousand Pounds, or their respective Portions thereof, should become actually raiseable, and to the other or others of them at the Time or respective Times of vesting, and to bear Interest from the Period when the same should become absolutely vested and raiseable as aforesaid, until the actual raising and Payment thereof, after the Rate of Four Pounds *per Centum per Annum*; provided always, that if any One or more of the said then present or future Daughters of the said *Cary Charles Elwes* should depart this Life before she or they should have attained the Age of Twenty-one Years, or been married, then and so often (and in default of and subject to any such Appointment by the said *Cary Charles Elwes* as aforesaid) as well the original Portion of each such Daughter so dying of and in the said Sum of One hundred thousand Pounds as all Additions or presumptive Additions thereto by Survivorship or Accruer under this present Proviso should from Time to Time go and accrue to the Survivors or Survivor or others or other of the same Daughters, if more than One in equal Shares, and the same should be paid and payable and become vested at such respective Ages or Times as are therein-before mentioned touching their or his original Portion or Portions; provided nevertheless, that in case no more than Two such Daughters should live to acquire a vested Interest in the Portions thereby

thereby provided, there should not be raised for their Portions under the Trusts of the said Term of One thousand five hundred Years more than Eighty thousand Pounds in the whole, and that in case only One such Daughter should live to acquire a vested Interest in a Portion under the now-reciting Indenture there should not be raised under the same Trusts more than Sixty thousand Pounds in the whole for her Portion; and upon further trust that in case the said Sum of One hundred thousand Pounds or any Part thereof should become payable, then and in such Case the said Earl of *Yarborough* and *Thomas Barnard*, or the Survivor of them, his Executors or Administrators, should from and after the happening of such Event (but subject and without Prejudice as aforesaid) levy and raise by all or any of the Means aforesaid, for the Maintenance and Education of all the Daughters for whom Portions were thereby intended as aforesaid, and who should not then have acquired a vested Interest therein in the meantime until their or her respective Portions should become payable, such yearly Sum or Sums of Money, not exceeding the Interest thereof after the Rate of Three Pounds *per Centum per Annum*, as the said *Cary Charles Elwes*, by Writing under his Hand, or by his last Will and Testament, or any Codicil thereto, should appoint, or in default of such Appointment as the same Trustees or Trustee should think fit; provided also, and it is thereby further agreed and declared, that the surplus Rents and Profits of the said Hereditaments comprised in the said Term of One thousand five hundred Years, and which should not be required to be applied in performance of the Trusts thereof, should belong to and be received by the Person or Persons respectively who for the Time being should be entitled to the Reversion or Remainder of the same Hereditaments immediately expectant on the Determination of the said Term; and the now-reciting Indenture contains a Proviso, Agreement, and Declaration, that nothing therein contained was intended or should be construed in anywise to prejudice or affect any of the Powers of jointuring, leasing, selling, and exchanging, and appointing new Trustees, or other Powers and Privileges by the said Indenture of Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six limited of and in the said Manors, Advowsons, Hereditaments, and Premises therein comprised, and in the now-reciting Indenture before appointed and further settled as aforesaid, or intended so to be, and that all and every the Uses, Estates, and Powers limited and created in and by the said Indenture should from Time to Time be overreached by the Exercise of any of the said Powers or Privileges, in such and the same Manner as if the same had been limited or created in and by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and had thereby been made subject to the Powers so intended to be thereby continued, saved, and confirmed as aforesaid, and

in particular, that the Provisions contained in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six touching the Investment of the Monies to arise by Sale or to be received for Equality of Exchange, under the Powers of selling and exchanging them, in the Purchase of other Hereditaments and Estates, and the Resettlement of the Hereditaments and Estates to be purchased or taken in exchange under the same Settlement, and the Investment of such Monies in Stocks, Funds, and Securities, and the Application of the annual Income thereof in the meantime, and for the Appointment of new Trustees of the said Settlement, and for the Indemnity of such Trustees, and the Reimbursement of their Costs, Charges, and Expenses, and all Provisions incidental thereto, should be deemed and considered to extend and apply to the further Settlement thereby made of the Reversion in Fee acquired by the therein within-recited Indenture of the Twenty-third Day of *April* One thousand eight hundred and forty-two, of and in the said Manors, Hereditaments, and Premises, and to all and every the Uses, Powers, Trusts, and Limitations of such further Settlement therein-before contained, in like Manner as if such further Uses, Powers, Trusts, and Limitations had been limited or created in and by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and had formed Part of the Settlement thereby made, and should be read and construed accordingly, and further, that the Power of leasing contained in the same Indenture of Settlement should be deemed to extend to the Guardian or Guardians for the Time being of any minor Child or Children of the said *Robert Cary Elwes* who might become entitled to the Possession or Receipt of the Rents and Profits of the said settled Manors, Hereditaments, and Premises under the Limitations therein-before contained, so as to authorize the leasing of the same or any Part or Parts thereof by such Guardian or Guardians, in like Manner as if the Limitations to the Use of such Child or Children therein-before made had been contained in and formed Part of the Settlement made by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and should be read and construed accordingly, and that all Appointments of new Trustees of the said Term of One thousand five hundred Years thereby limited should be made by the said *Cary Charles Elwes* and *Elinor* his Wife, or the Survivor of them, and after the Decease of such Survivor by the surviving or continuing Trustees or Trustee of the same Term, or the Executors or Administrators of the last surviving or continuing Trustee thereof: And whereas by Indenture dated on or about the Sixteenth Day of *June* One thousand eight hundred and forty-six (endorsed on the said Indenture of the Twenty-fifth Day of *April* One thousand eight hundred and forty-two), and expressed to be made between the said *Cary Charles Elwes* and *Elinor* his Wife of

Indenture, dated 16th June 1846.

of the First Part, the said *Thomas Barnard* of the Second Part, the said Earl of *Yarborough*, by his then Style and Title of Lord *Worsley*, of the Third Part, *William Tennant* Esquire (since deceased) of the Fourth Part, and the said *Willoughby Breare Still Rackham* of the Fifth Part, reciting that the said *Thomas Barnard* having been appointed a Trustee without his Consent, and having disclaimed the Trusts and Powers vested in him by the said Indenture of the Sixteenth Day of *March* One thousand eight hundred and forty-six, it is witnessed, that the said *Cary Charles Elwes* and *Elinor* his Wife, by virtue of the Power reserved to them by the said Indenture of the Sixteenth Day of *March* One thousand eight hundred and forty-six, did appoint the said *William Tennant* to be a Trustee in the Place of the said *Thomas Barnard*, jointly with the said Earl of *Yarborough*, and it is further witnessed, that for effectuating such Change of Trustee the said Earl of *Yarborough* did assign and set over unto the said *Willoughby Breare Still Rackham* all and every the Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Lands, Tenements, and Hereditaments whatsoever by the said Indenture of the Sixteenth Day of *March* One thousand eight hundred and forty-six appointed to the said Earl of *Yarborough* and *Thomas Barnard* for the Term of One thousand five hundred Years, with the Appurtenances, to hold the same unto the said *Willoughby Breare Still Rackham*, his Executors, Administrators, and Assigns, thenceforth for all the said Term of One thousand five hundred Years, upon trust forthwith to re-assign all the same Manors, Hereditaments, and Premises unto the said Earl of *Yarborough* and *William Tennant*, their Executors, Administrators, and Assigns, upon the Trusts declared concerning the same by the said Indenture of the Sixteenth Day of *March* One thousand eight hundred and forty-six, as if the said *William Tennant* had been originally appointed a Trustee of the same Term:

Indenture, dated 17th June 1846.

And whereas by Indenture dated on or about the Seventeenth Day of *June* One thousand eight hundred and forty-six (endorsed upon the said Indenture of the Twenty-fifth Day of *April* One thousand eight hundred and forty-two), and expressed to be made between the said *Willoughby Breare Still Rackham* of the One Part, and the said Earl of *Yarborough* (by his then Style and Title of Lord *Worsley*) and *William Tennant* of the other Part, it is witnessed, that in pursuance of the Trust reposed in him by the last-recited Indenture the said *Willoughby Breare Still Rackham* did assign and set over unto the said Earl of *Yarborough* and *William Tennant*, their Executors, Administrators, and Assigns, all and every the Manors or Lordships or other Hereditaments by the said Indenture of the Sixteenth Day of *June* One thousand eight hundred and forty-six assigned to the said *Willoughby Breare Still Rackham* for the Term of One thousand five hundred Years, with their Appurtenances, to hold the same Manors, Hereditaments, and Premises

unto

unto the said Earl of *Yarborough* and *William Tennant*, their Executors, Administrators, and Assigns, for the said Term of One thousand five hundred Years, upon and subject to the Trusts, Powers, Provisoes, Declarations, and Agreements by the said Indenture of the Sixteenth Day of *March* One thousand eight hundred and forty-six expressly or by reference declared concerning the same Term of One thousand five hundred Years, as if the said *William Tennant* had been originally appointed a Trustee jointly with the said Earl of *Yarborough*: And whereas the Marriage between the said *Cary Charles Elwes* and *Elinor Rye* was duly solemnized on or about the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and the Issue of the said Marriage are *Valentine Dudley Henry Cary Elwes*, now of the Age of Nineteen Years, and Three Daughters, namely, *Eleanora Caroline Arabella Elwes*, *Sophia Dorothea Elwes*, and *Marian Georgina Elwes*, now respectively of the Ages of Twenty-three Years, Twenty-two Years, and Fourteen Years: And whereas the said *Thomas Whalley* died in the Month of *June* One thousand eight hundred and thirty, leaving the said *John Christopher Whalley* him surviving; but inasmuch as all the Trusts of the said Term of Two hundred Years limited to the Use of the said *Thomas Whalley* and *John Christopher Whalley* have been fully performed or satisfied or become unnecessary, and all the Costs and Charges of the Trustees of the same Term in and about the Execution of the same Trusts have been fully paid and satisfied, the same Term has ceased and determined as to all the Hereditaments comprised therein: And whereas the said *Vere Isham* died on or about the Twenty-seventh Day of *February* One thousand eight hundred and forty-five, and the said *Robert William Baxter* died on the Fifth Day of *January* One thousand eight hundred and fifty, having made his last Will in Writing bearing Date the Fourth Day of *December* One thousand eight hundred and forty-nine, and a Codicil thereto in Writing, dated the First Day of *January* One thousand eight hundred and fifty, but without having appointed any Executor thereof, and Letters of Administration of his Estate and Effects, with the said Will and Codicil annexed, were granted by the Prerogative Court of *Canterbury* on the Seventh Day of *March* One thousand eight hundred and fifty to *Elizabeth Baxter*, his Widow: And whereas the said *Elizabeth Baxter* died on the Eighteenth Day of *December* One thousand eight hundred and fifty: And whereas the said *Eleanora Caroline Arabella Elwes* intermarried with *Charles Fitzgerald* Esquire, a Captain in the Royal Navy, on or about the Thirteenth Day of *March* One thousand eight hundred and forty-eight: And whereas the said *William Tennant* died on the Sixth Day of *November* One thousand eight hundred and forty-eight: And whereas the said *Henry Robert Harrington Cary Elwes* died on the Sixth Day of *April* One thousand eight hundred and fifty, leaving *John Richard Harrington Cary Elwes*, *Hugh William Henry Elwes*, and *Shafto Robert Cary Elwes*,

Elwes, his only Issue Male him surviving: And whereas the said *John Clavering* and *George Cary Elwes*, in exercise of the Powers of Sale given or reserved to them in and by the herein-before recited Indenture of Appointment, Release, and Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, have from Time to Time, at the Request and by the Direction of the said *Robert Cary Elwes* (testified by Writing under his Hand), sold and disposed of divers Hereditaments which were comprised in and subject to the Uses, Limitations, and Powers contained in the same Indenture, and herein-before recited, and which are also comprised in the First Schedule to this Act, to divers Purchasers, for divers Sums of Money which were invested by them, with the Consent of the said *Robert Cary Elwes*, in the Purchase of the Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities, which was transferred into their Names in the Books of the Governor and Company of the Bank of *England*, and became subject to the Limitations, Uses, and Trusts to which the Hereditaments comprised in the said Indenture of Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and so sold as aforesaid, stood limited and settled before the Sale thereof: And whereas by an Order of Exchange dated on or about the Sixth Day of *August* One thousand eight hundred and fifty, and under the Hands and official Seal of the Inclosure Commissioners for *England* and *Wales*, reciting that the Right Honourable *Charles Anderson Worsley* Earl of *Yarborough*, the Person interested under the Provisions of the Act passed in the Eighth and Ninth Years of the Reign of Her present Majesty, Chapter One hundred and eighteen, and of the Acts for altering, amending, and extending the Powers of the same in the Lands and Hereditaments specified in the First Schedule thereunder written, situate in the Parishes of *Horkstow* and *Wrawby* in the said County, being the same Land and Hereditaments as are specified in the Third Schedule to this Act annexed, and the said *Robert Cary Elwes*, the Person interested under the Provisions of the said Acts in the Land and Hereditaments and Rentcharges specified in the Second Schedule thereunto written, situate in the Parishes of *Roxby*, *Appleby*, and *Melton Ross* in the said County of *Lincoln*, (being the same Land, Hereditaments, and Rentcharges as are specified in the Fourth Schedule to this Act annexed, and being also Parts of the Land, Hereditaments, and Rentcharges comprised in the herein-before in part recited Indenture of Appointment, Release, and Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and in the First Schedule to this Act annexed, which said Lands and Hereditaments respectively were not subject to be inclosed under the said Acts,) being desirous of effecting an Exchange of the same Lands, Hereditaments, and Rentcharges, made due Application to the Inclosure Commissioners for *England* and *Wales* to direct

Order of Exchange, dated 6th August 1850.

Inquiries

Inquiries whether such proposed Exchange would be beneficial to the Owners of such respective Lands, Hereditaments, and Rentcharges, and in case they should be of opinion that such Exchange would be beneficial, and the Terms thereof just and reasonable, to proceed with the same under the Provisions of the said Acts; and reciting that due Notice by Advertisement in Three successive Weeks of the said proposed Exchange had been given, as required by the said Acts; and reciting that Three Calendar Months had elapsed from the Publication of the last of such Advertisements, and that no Notice of Dissent from such proposed Exchange had been given to the said Commissioners; and reciting that the said Commissioners, having duly made Inquiries, were of opinion that such Exchange would be beneficial to the Owners of such respective Lands, Hereditaments, and Rentcharges, and that the Terms thereof were just and reasonable; the said Inclosure Commissioners, for giving Effect to the proposed Exchange, did, by virtue of the Power given to them in that Behalf by the said Acts, order and declare that the Pieces or Parcels of Land and Hereditaments specified in the First Schedule thereunder written, and shown on the Plan thereunto annexed, and thereon coloured Pink, (and which are specified in the Third Schedule to this Act annexed,) should be taken by and thenceforward become the Land and Hereditaments of the said *Robert Cary Elwes*, in exchange for the Pieces or Parcels of Lands and Hereditaments specified in the Second Schedule thereunder written, and also shown on the said Plan, and thereon coloured Yellow, and which are specified in the Fourth Schedule to this Act annexed, together with the said Rentcharges in the said Second Schedule thereunder written, and which are also specified in the Fourth Schedule to this Act annexed, which should be given by the said *Robert Cary Elwes*, and that the said Pieces or Parcels of Land and Hereditaments specified in the said Second Schedule thereto, and shown on the said Plan, and thereon coloured Yellow, with the Rentcharges as aforesaid, (and which are specified in the Fourth Schedule to this Act annexed,) should be taken by and thenceforward become and be the Land, Hereditaments, and Rentcharges of the said Earl of *Yarborough*, in exchange for the said Pieces or Parcels of Land and Hereditaments specified in the said First Schedule, and shown on the said Plan, and thereon coloured Pink, as aforesaid, which should be given by the said Earl of *Yarborough*: And whereas the said *John Clavering* died on or about the Twenty-ninth Day of *December* now last, and the said *Robert Cary Elwes* died on or about the Tenth Day of *February* now last: And whereas by Indenture dated on or about the Thirteenth Day of *March* One thousand eight hundred and fifty-two, and expressed to be made between the said *Cary Charles Elwes* of the First Part, the said *George Cary Elwes* of the Second Part, the said *Charles James Barnard* of the Third Part, and the said *Willoughby Breare Still Rackham* of the Fourth Part,

Indenture, dated 13th March 1852.

and endorsed on the herein-before in part recited Indenture of Appointment, Release, and Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, reciting the said Marriage of the said *Cary Charles Elwes* and *Elinor Rye*, and that there was Issue of the said Marriage; and reciting that the said *John Clavering* and *George Cary Elwes*, in exercise of the Power of Sale reserved to them in and by the therein within-written Indenture, had, at the Request and by the Direction of the said *Robert Cary Elwes*, testified by Writing under his Hand, at various Times sold and disposed of certain Parts of the Hereditaments comprised in the same Indenture to divers Persons, for several Sums of Money amounting to the Sum of Eleven thousand nine hundred and seventy-six Pounds Five Shillings, which several Sums, after deducting the Sum of Three hundred and sixty-one Pounds One Shilling and Sevenpence, the Costs of such Sales, were from Time to Time, as and when the same were respectively received, invested by the said *John Clavering* and *George Cary Elwes*, with the Consent and Approbation of the said *Robert Cary Elwes*, in the Purchase of divers Sums of Three Pounds *per Centum* Consolidated Bank Annuities, amounting to the Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings, in the Names of the said *John Clavering* and *George Cary Elwes*, in whose Names the same Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities then stood in the Books of the Governor and Company of the Bank of *England*; and reciting the herein-before recited Order of Exchange; and reciting the Deaths of the said *John Clavering* and *Robert Cary Elwes*; and reciting that the said *Cary Charles Elwes* was, as the Survivor of the said *Robert Cary Elwes*, desirous of appointing the said *Charles James Barnard* to be a Trustee (in the Place of the said *John Clavering*), with the said *George Cary Elwes*, of and under the therein within-written Indenture, and that it was intended that the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities should, immediately after the Execution of the now-reciting Indenture, be transferred into the Names of the said *George Cary Elwes* and *Charles James Barnard* in the said Books of the Bank of *England*; it is witnessed that by virtue and in exercise and execution of the Power and Authority given or reserved to the said *Cary Charles Elwes* in and by the therein within-written Indenture, and of all other Powers and Authorities enabling him in that Behalf, he did nominate, substitute, and appoint the said *Charles James Barnard* to be a Trustee, in the Place and Stead of the said *John Clavering*, for the Purposes mentioned in the therein within-written Indenture, or such of them as were then subsisting and capable of taking effect; and it is further witnessed, for the Consider-

ation

ation therein mentioned, the said *George Cary Elwes*, with the Consent and by the Direction of the said *Cary Charles Elwes*, did grant, release, and confirm unto the said *Willoughby Breare Still Rackham*, his Heirs and Assigns, all such and so many and such Parts of the Manors or Lordships, or reputed Manors or Lordships, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments which were described in and conveyed by the therein within-written Indenture of Appointment, Release, and Settlement, and the Lease for a Year on which the same was founded, or either of them, as had not been sold and disposed of as aforesaid, or given or allotted in exchange, in manner therein-before mentioned, or in any other Manner, and also all such Allotments of Land and Hereditaments as had been allotted or received in exchange, as therein-before mentioned, and were comprised in the First Schedule thereto, (being the Hereditaments comprised in the Third Schedule to this Act annexed,) or as had been allotted or received upon any Inclosure or any other Exchange, in lieu of or in exchange for any Part or Parts of the Lands and Hereditaments which were comprised in and conveyed by the therein within-written Indenture, with their Rights, Royalties, Members, and Appurtenances, to hold the same unto the said *Willoughby Breare Still Rackham* and his Heirs, to the Use of the said *George Cary Elwes* and *Charles James Barnard*, their Heirs and Assigns, for and during all such Estate and Interest as the said *George Cary Elwes* then had or was entitled to under or by virtue of the therein within-written Indenture, or the said Order of Exchange, and the Acts of Parliament therein referred to, or any or either of them, upon and for such Trusts and Purposes, and with, under, and subject to such Powers of Sale and Exchange, and other Powers, Provisoes, Agreements, and Declarations as were declared and contained in and by the same Indenture of or concerning the Manors, Hereditaments, and Premises respectively thereby conveyed, either for the Purpose of preserving the contingent Uses, Estates, and Interests therein limited, or for any other Purpose whatsoever, and to the Intent that the said *George Cary Elwes* and *Charles James Barnard*, and their Heirs, might be enabled to perform and execute all such Trusts, and exercise all such Powers of Sale and Exchange, and other Powers, Provisoes, Agreements, and Declarations as in and by the therein within-written Indenture, or the said Order of Exchange, or the Acts of Parliament therein referred to, were limited to or conferred on the said *John Clavering* and *George Cary Elwes*, or were therein respectively contained, so far as the Nature of the Case and Circumstances would permit; and it is by the now-reciting Indenture declared and agreed that the said *George Cary Elwes* and *Charles James Barnard* should and would stand and be possessed of the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities, so

then

then intended to be transferred into their joint Names as aforesaid, when so transferred, to such Uses, upon such Trusts, and for such Purposes as were limited and declared in and by the therein written Indenture of and concerning the Hereditaments so sold as therein-before mentioned, and the Money produced by the Sale thereof, or such of them as were then subsisting or capable of taking effect: And whereas the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities has been transferred into and now stands in the Names of the said *George Cary Elwes* and *Charles James Barnard* in the Books of the Governor and Company of the Bank of *England*: And whereas Parts of the Estates so settled as aforesaid, and comprised in the Second and Third Schedules to this Act annexed, are conveniently situated and well adapted for building upon, and for the Construction of Wharfs, and are capable of other Improvements, and it would be advantageous to the said *Cary Charles Elwes*, and other the Persons beneficially entitled or interested or to become beneficially entitled and interested under the Uses and Limitations contained in the herein-before in part recited Indentures, if a Power were given to the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, and other Persons to be appointed in manner herein-after provided Trustees or Trustee for executing the Powers of this Act, of granting Building and other Leases for the Improvement of the Value of the said Hereditaments, and it would also be advantageous to the said *Cary Charles Elwes*, and other the Persons beneficially entitled or interested or to become beneficially entitled or interested in the Hereditaments so settled as aforesaid, if Powers were given to the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, or such other the Trustees or Trustee for the Time being as last aforesaid, to grant Husbandry Leases of the said Hereditaments: And whereas the Cottages standing upon certain of the Lands in the Parishes of *Bigby*, *Roxby*, and *Wrawby* which are mentioned in the Second Schedule to this Act annexed, and are also comprised in the said Indenture of Appointment, Release, and Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, or some of them, are in a dilapidated and ruinous State, and the Farms and Lands and Hereditaments comprised in the Second Schedule to this Act annexed are, from the Want of Drainage, and from other removable Causes, in a defective State of Production, and it would be for the Benefit of the said *Cary Charles Elwes*, and other the Persons beneficially entitled or to become entitled to the same Farms and Lands under and by virtue of the Uses, Trusts, and Limitations contained in the several herein-before in part recited Indentures, if the same Cottages or some of them were to be taken down and rebuilt, and if new and additional Cottages were erected and built, and the

Expense

Expense of re-erecting such Cottages, and of erecting such new and additional Cottages, were to be defrayed out of the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities, and Powers were given to the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and the Heirs of such Survivor, and the Trustees or Trustee for the Time being of or entitled to exercise the Powers of Sale and Exchange contained in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, to advance and pay, from Time to Time as the Trustees or Trustee for the Time being of this Act shall by Writing under their or his Hands direct, a sufficient Part of that Sum, or the Money to be produced by Sale thereof, not exceeding the Sum of Seven thousand Pounds Sterling, to be applied by them or him in the Payment of the said Expenses, and also the Expenses of Drainage, Irrigation, Embankment, and other permanent Improvements of the said Farms and Lands: And whereas the principal Part of the Houses and Land in and adjacent to the Town of *Glamford Briggs* in the said County of *Lincoln* is comprised in and subject to the Uses, Limitations, and Trusts declared and contained in the herein-before in part recited Indentures: And whereas an Act has been passed in the present Session of Parliament, called "The *Glamford Briggs* Waterworks Act, 1852," which Act recites that the said *Cary Charles Elwes* is or claims to be the Owner of the principal Part of the Houses and other Property in the Town of *Glamford Briggs* in the Parts of *Lindsey* in *Lincolnshire*, subject, nevertheless, to certain Settlements made by him and *Robert Cary Elwes* Esquire, deceased, of the said Property, and that he is or claims to be in like Manner Owner of Land and other Property in the Township of *Glamford Briggs*, and in the Townships and Parishes of *Wrawby* and *Bigby*, in the Parts of *Lindsey* in *Lincolnshire*, and by which Act it is enacted that the said *Cary Charles Elwes*, his Heirs and Assigns, might, subject to the Provisions and Restrictions therein and in the therewith incorporated Acts contained, make, construct, and maintain the said Waterworks, and other Works and Conveniences connected therewith, in the Line and on the Levels and upon the Lands delineated on the Plans and described in the Book of Reference which have been deposited with the Clerk of the Peace for the Parts of *Lindsey* in *Lincolnshire*: And whereas the Settlements mentioned or referred to in the said Act are the Settlements herein-before recited: And whereas it would be of great Advantage to the said *Cary Charles Elwes*, and the Persons beneficially entitled and interested, or to become entitled and interested as aforesaid, if Powers were given to the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, or his Heirs, or the Trustees or Trustee for the Time being of or entitled to exercise the Powers of Sale and Ex-

change contained in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, to raise by Sale of Part of the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities a Sum or Sums of Money not exceeding in the whole the Sum of Five thousand Pounds, and to invest the Money so to be raised in the Purchase of the said Waterworks either when completely constructed, or when in the course of Construction, and if incomplete to appropriate such Part of the Money when raised as shall not have been invested in such Purchase in the Completion thereof; but so, nevertheless, that no greater Price be paid for the Purchase of the same than the Amount of Expenses which shall have been incurred by the said *Cary Charles Elwes*, his Heirs and Assigns, in and about the passing of the before-mentioned Act, and in and about the Construction of the said Waterworks: And whereas it is expedient to provide for the Repayment to the Trustees of the Sum of Three thousand Pounds, Part of the said Sum of Five thousand Pounds so raised or advanced for the Purposes of the said Waterworks; but none of the aforesaid Purposes can be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *George Cary Elwes* and *Charles James Barnard*, as such Trustees as aforesaid, and *Cary Charles Elwes* on behalf of himself and his said Wife and his infant Son the said *Valentine Dudley Henry Cary Elwes*, 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,

Trustees to exercise the Powers of the Act.

I. That the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, and other the Persons or Person to be appointed Trustees or Trustee in the Place of them or either of them, as herein-after mentioned, shall be and they and he are hereby appointed the Trustees or Trustee for executing the Purposes of this Act, and the several Powers and Authorities herein-after contained, (except the Trusts and Purposes declared of the Term of Five hundred Years hereby created,) and are and is herein-after designated "the Trustees or Trustee of this Act," and the Right Honourable *Charles Anderson Worsley* Earl of *Yarborough* and *Richard James Cary Elwes* Esquire, and the Survivor of them, his Executors and Administrators, and the Person or Persons to be appointed as herein-after mentioned Trustees or Trustee in the Place of them or either of them, are and is herein-after designated "the Trustees or Trustee of the Term of Five hundred Years."

Power for Trustees to grant Build-

II. That it shall be lawful for the said *George Cary Elwes* and *Charles James Barnard*, or the Survivor of them, or the Heirs of such Survivor,

Survivor, or the Trustees or Trustee for the Time being of this Act, from Time to Time, during the Life of the said *Cary Charles Elwes*, at his Request and by his Direction in Writing, and after his Decease then during the Minority or respective Minorities of the Person or any of the Persons who by virtue of or under the Limitations, Uses, or Trusts contained in the said Indentures of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and Sixteenth Day of *March* One thousand eight hundred and forty-six, or the Exercise of any Powers therein respectively contained, or by virtue of the said Order of Exchange, shall for the Time being be entitled to the Possession or the Receipt of the Rents and Profits of the Hereditaments comprised in the Second and Third Schedules to this Act, as Tenant in Tail Male, or Tenant in Tail, or Tenants in Tail thereof, at the Discretion and of the proper Authority of the said *George Cary Elwes* and *Charles James Barnard*, or the Survivor of them, or the Heirs of such Survivor, or the Trustees or Trustee for the Time being of this Act, at any Time or Times after the passing of this Act, either in pursuance or not in pursuance of any previous Contract or Contracts, by an Indenture or Indentures, sealed and delivered by them or him in the Presence of and to be attested by One or more Witness or Witnesses, to demise and lease or grant such Part or Parts of the Messuages, Lands, and Hereditaments described or mentioned in the Second Schedule to this Act annexed, which are situate in the Township of *Brigg*, and in so much of the Parishes of *Bigby* and *Wrawby* as lie between the Turnpike Road from *Brigg* to *Caistor* and the *Manchester, Sheffield, and Lincolnshire* Railway, and also in that Part of the Parish of *Bigby* which lies to the North of the said Railway, and adjacent to the River *Ancholme*, with the Buildings and Improvements (if any) upon the same, and the Appurtenances, to any Person or Persons who shall be willing to erect or build any Messuages or other Buildings, or to construct Wharfs on the said Lands or Hereditaments or any Part thereof, or who shall be willing to rebuild or repair any Messuages or other Buildings for the Time being on the said Lands or Hereditaments or any Part thereof, or who in the Manner to be specified by any Lease or respective Leases to be granted thereof, or in any Contract or Contracts for such Lease or Leases, shall be willing to improve the said Messuages or other Buildings on the said Lands, or who shall be willing to annex any Part or Parts of the said Lands or Hereditaments for Yards, Gardens, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Lands and Hereditaments or any Part thereof, or on any adjoining Land, or to construct Wharfs on the said Premises, for any Term or Number of Years not exceeding Ninety-nine Years in possession, and with or without any Easements or Privileges for the more convenient

ing, &c. Leases.

Occupation

Occupation and Enjoyment of the Hereditaments to be demised or leased in, over, through, or under any adjoining Land or Hereditaments; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take, dig, and carry away, in and out of the Land and Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Loam, or Gravel as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of such of the Lands comprised in the Second Schedule to this Act as are situate as aforesaid, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, rebuilding, Repairs, Wharfs, Roads, Ways, and Improvements as aforesaid, and also to take, dig, and excavate any Flints, Chalk, or Gravel out of any convenient Parts of the Land comprised in the said Second Schedule to this Act which are situated as last aforesaid, to be used in such new Buildings, rebuilding, Repairs, Wharfs, Roads, Ways, and Improvements as aforesaid; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings for the Time being standing or being on the Land or Ground in such Lease or Leases respectively comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable; so as there be reserved in every such Demise, Lease, or Grant (except in those Cases in which a less Rent may be reserved, according to the Provisions herein-after contained,) the best and most improved yearly Rent or Rents that can be reasonably had or gotten or ought to be reserved or made payable for the same, such Rent to be reserved or made payable quarterly, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, the Sewer's Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except), and to commence and take effect either from the Date of every such Lease or Demise, or at the End or within the Period of Two Years, to be computed from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the said Two Years; and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs, Executors, Administrators, or Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, or Wharfs, then erected, built, or constructed, or to build or finish and keep in repair any Messuage or Building, Messuages or Buildings, or Wharfs, then about to be built or constructed or in progress, or to rebuild or repair and keep in

in repair any Messuage or Building, Messuages or Buildings, erected and built, or intended and agreed to be rebuilt or repaired, or otherwise to improve the Premises comprised therein, in every Case in which such Covenants may be applicable, and as each Case may require, and to keep the Buildings (if any) in such Lease insured from Damage by Fire to the Amount of Two Third Parts of the Cost or Value thereof in some or One of the public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End of the Term of every such Lease respectively; and so as there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for a Time or Space, to be therein respectively limited, after the same shall become due and payable (unless the same shall be a Peppercorn or merely nominal Rent), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and there may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient, or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power, nevertheless the respective Lessees shall execute Counterparts of their respective Leases.

Power to enter into Contracts for granting Leases.

III. That it shall be lawful for the Persons or Person in whom the Power of leasing herein-before contained shall for the Time being be vested (at such Request and by such Direction or at such Discretion as aforesaid, as the Case may require), at any Time or Times after the passing of this Act, to enter into any Contract or Contracts for granting, pursuant to the Power of leasing herein-before contained, and upon the Terms thereof so far as the same may be applicable and the Case will admit of, a Lease or Leases of any Part or Parts of the said Messuages, Lands, and Hereditaments comprised or mentioned in the said Second Schedule to this Act annexed which are situate in the said Township of *Brigg*, and in so much of the Parishes of *Bigby* and *Wrawby*

Wrawby as lie between the Turnpike Road from *Brigg* to *Caistor* and the *Manchester, Sheffield, and Lincolnshire* Railway, and also in that Part of the Parish of *Bigby* which lies to the North of the said Railway, and adjacent to the River *Ancholme*, with the Buildings (if any) which shall be standing thereon; and to agree, when and as any Land, Ground, or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, or shall be intended for Wharfs, Yards, Gardens, or other Conveniences, in the Manner and to the Extent to be stipulated in such Contract or Contracts, by One or more Indenture or Indentures to demise or lease the Land or Ground and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same apportioned Rent shall not exceed One Fourth Part of the clear yearly Rackrent Value of the Hereditaments to be comprised in such Lease when fit for Habitation or Use; and (if the same shall be thought advisable) to agree, that the full Rent specified in any such Contract shall be reserved in the Leases to be granted of some certain Parts, or a Part, or a given Quantity only, to be specified in such Contract, of the Hereditaments thereby agreed to be demised, at such Time or respective Times and in such Manner as may be thought proper, and that after the full Amount of the yearly Rent or Rents specified in any such Contracts shall have been reserved in any Lease or Leases of any Parts or Part or any Quantity of the Hereditaments agreed to be demised, the Residue of the said Hereditaments shall be demised at the yearly Rent of Ten Shillings; or if no certain Parts or Part or given Quantity for such Purpose shall be specified in any such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Hereditaments thereby agreed to be demised, the Residue thereof shall be demised by One or more Lease or Leases at the yearly Rent or Rents of Ten Shillings if One Lease, and Five Shillings in each Lease if more than One Lease; and in case of Leases to be granted at the yearly Rent of Ten Shillings

lings or Five Shillings to agree to grant the same although the Lands or Hereditaments comprised therein shall not have been built upon, laid out, or improved; and to agree that the yearly Rent or Rents agreed to be reserved in any such Contract may be made to commence at such Period or Periods within Ten Years from the Date of such Contract, or be made to increase periodically within the Period of Ten Years, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract shall be expressed; and to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract, the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Case be provided for; and also to agree that the Person or Persons with whom any such Contract or Contracts shall be entered into may have, exercise, or enjoy all or any of the Liberties, Powers, or Privileges which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain certain Clauses.

IV. Provided always, That in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry upon all the Land or Ground therein comprised, and thereby agreed to be let, and which shall not have been demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid out, formed, or improved in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed or mentioned, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof; and every such Contract shall be carried into effect by a Lease or Leases to be granted in pursuance of the Power for granting Leases herein-before contained; and every Lease made in pursuance or performance of such Contract or Contracts as aforesaid shall be subject to the Covenants, Conditions, and Restrictions herein-before directed to be contained in the Leases herein-before authorized to be made.

Certificate of Lessor to be Evidence of Counterpart.

V. That the Certificate in Writing of the Persons or Person for the Time being granting any Lease under the Authority of this Act, acknowledging that they or he have or hath received a Counterpart of such

such Lease, shall be and be deemed *primâ facie* Evidence that such Counterpart has been executed.

Power to grant Leases and contract to grant Leases of Lands in any forfeited Lease or Contract.

VI. That if any Person or Persons entitled to the Reversion immediately expectant on the Determination of any Lease granted or agreed to be granted by virtue of the Powers or Provisions herein contained shall enter upon and resume or recover or obtain Possession of the Hereditaments comprised in any such Lease or Contract, under or by virtue of any Condition of Re-entry in such Lease or Contract contained, or under or by virtue of any Right incident to such Reversion, then and in every such Case it shall be lawful for the Person or Persons in whom the aforesaid Power of leasing herein-before contained shall for the Time being be vested (at such Request and by such Direction or at such Discretion as aforesaid, as the Case may require,) to grant Leases, or to enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Premises respectively, under the Powers and Authorities herein contained, in the same Manner as if no Lease or Contract for Leases thereof had been previously granted or entered into.

Power to vary Contract or enter into new Contracts.

VII. That it shall be lawful for the Persons or Person in whom the Power of leasing first herein-before contained shall for the Time being be vested (at such Request and by such Direction or at such Discretion as aforesaid, as the Case may require,) at any Time or Times hereafter to enter into any new Contract or Agreement with any Person or Persons with whom any Contract or Contracts shall have been entered into by the Person or Persons hereby authorized to enter into a Contract or Contracts by virtue of or under the Powers or Provisions herein contained, by way of Addition to or in explanation or Alteration of all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts to be contained, or to release any of the Persons with whom any such Contract shall have been so entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract, and if the same should be thought expedient to enter into any new Covenants, Agreements, or Stipulations with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the same Contract, or the Part or Parts thereof which shall have been so released, or to accept or obtain a Surrender of all or any Part of the Hereditaments comprised in any such Contract; and the Hereditaments so surrendered, or any Part thereof, may be contracted and agreed to be leased, and afterwards leased, under the Powers and Provisions herein contained, in the same or the like Manner as if no Contract for leasing the same had been previously entered into and executed.

VIII. Pro-

New Contract to be consistent with this Act.

VIII. Provided always, That any such new Contract and Contracts so to be entered into as aforesaid, and any Addition, Explanation, and Alteration made thereby, and any such new Covenants, Agreements, or Stipulations as aforesaid, shall be agreeable to and consistent with the Provisions and Restrictions respectively herein contained.

Leases not to be invalid in consequence of Variation from Contract.

IX. That no Lease granted or to be granted under the Authority of this Act shall be invalid by reason of its having been preceded by any Contract for granting a Lease or Leases, and any Variation between such Lease and any such Contract, but every Lease granted and to be granted shall be valid and effectual notwithstanding such Variation; and no Person taking such Lease, or claiming under such Lease, shall be bound to inquire whether such Lease is in pursuance of or authorized by any such prior Contract, nor shall any such Person be in any Manner affected by anything contained in such Contract; and the Contract which shall have preceded such Lease shall not, at Law or in Equity, form a Part of the necessary Evidence of the Title of the Lessee or Lessees named in such Lease, and his, her, or their Executors, Administrators, or Assigns, whether such Lease is or is not expressed to be granted under or in pursuance of any such previous Contract; provided that such Lease shall not be inconsistent or at variance with the Provisions and Restrictions herein contained with respect to the Leases hereby authorized to be granted, or to be contracted or agreed to be granted.

Rents, Covenants, and Agreements to run with the Land.

X. That the Rent or Rents to be reserved by any Lease or Leases made under the Powers or Provisions of this Act, and all Covenants, Agreements, Provisoes, and Conditions therein or in any Contract to be entered into under the Provisions of this Act contained, and on the Lessee's Part to be observed, performed, fulfilled, and kept, and also the Proviso or Condition for Re-entry in the same Lease or Leases to be contained, shall be incident to and go along with the Reversion of the Hereditaments thereby demised, and shall and may be received, enforced, and taken advantage of by the Person or Persons who shall for the Time being be entitled to the Premises comprised in such Lease or Leases respectively in reversion immediately expectant upon the Determination of the same Lease or Leases, or subject to such Lease or Leases.

Power to confirm Leases void upon technical Grounds.

XI. That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (at such Request and by such Direction or at such Discretion as aforesaid, as the Case may require,) at any Time or Times to confirm any Lease or Leases to be granted by virtue of or under any of the Powers or Provisions herein contained in any Case in which, from some technical Error or Informality in exercising the Power of leasing or of making Contracts such Lease shall be voidable, or

or to grant any Lease or Leases in lieu of such former Lease or Leases, or any of them, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at or under the same yearly Rent or Rents as was or were or a larger Rent or Rents than was or were reserved by the former Lease or Leases respectively, or to accept any actual or virtual Surrender of any Lease or Leases, and to make any Lease or Leases of the Lands or Hereditaments with the Messuages and Buildings (if any) therein comprised in any such former Lease or Leases for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at apportioned Rents equal in Amount to or exceeding the former Rent or Rents, so as no One Rent, if it shall bear a greater Proportion to the entire Rent to be so apportioned than the Rackrent Value of the Land and Hereditaments upon which the same is to be reserved bears to the Lands and Hereditaments upon which such entire Rent was before reserved, shall exceed One Fourth Part of the Rackrent Value of the Ground, and of the Houses and Buildings erected and built or to be erected and built thereon, upon which such Rent is to be reserved, when finished and fit for Habitation, and so as no One Rent shall be less than Twenty Shillings, so nevertheless as no Fine or Premium, except an additional Rent or Rents, shall be taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively, and so as the Lessee or Lessees whose Lease or Leases shall be so confirmed, or to whom any such Lease or Leases shall be granted in lieu of such former Lease or Leases as aforesaid, do consent to accept such Confirmation or Confirmations, or new Lease or Leases, and to execute a Counterpart of such new Lease or Leases or confirmed Lease or Leases.

Power to take Surrender of Leases, and to grant new Leases.

XII. Provided always, That it shall be lawful for the Persons or Person in whom the Power of leasing herein-before contained shall for the Time being be vested (at such Request and by such Direction or at such Discretion as aforesaid, as the Case may require,) in any Case and at any Time or Times to obtain or accept a Surrender of any of the Hereditaments comprised in any Lease or Leases then existing, and of the Term or Terms granted by such Lease or Leases of such Hereditaments, and to make and enter into such Arrangements and Agreements for the Reduction of the Rent reserved by such Lease or Leases, and for securing the due Observance and Performance of the Covenants, Conditions, and Agreements contained therein, as to and so far as regards the Hereditaments thereby demised, and not comprised in such Surrender or Surrenders, as they or he shall deem necessary or expedient, and afterwards, by virtue of or under the Powers and Provisions of this Act or any of them, to demise and lease the Hereditaments so surrendered, or any of them,

them, or any Part thereof, or enter into Contracts for demising or leasing the same, to any Persons or Person, in like Manner as provided in this Act with respect to other Hereditaments of which Leases are hereby authorized to be granted.

Power to make Arrangements as to paving, lighting, and draining.

XIII. Provided always, That it shall be lawful for the Persons or Person in whom the said Power of leasing first herein-before contained shall for the Time being be vested (at such Request and by such Direction or at such Discretion as aforesaid, as the Case may require), at any Time or Times after the passing of this Act, to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the Hereditaments hereby authorized to be leased, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing, or for the general Improvement of the said Hereditaments or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid, and for such Purposes as aforesaid, or any of them, to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper, and in consequence of or for carrying into effect any such Arrangement, or any intended or contemplated Arrangement, for the Purposes aforesaid or any of them, in any Lease or Leases and Contract or Contracts to be respectively made and entered into by virtue of the Powers aforesaid or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts, or any of them, such Covenants, Agreements, and Stipulations, on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Reservations, Provisoes, and Conditions as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoes, and Conditions as last aforesaid, or any of them.

Power to grant Leases for certain Terms.

XIV. That it shall be lawful for the Persons or Person in whom the said Power of leasing first herein-before contained shall for the Time being be vested (at such Request and by such Direction or at such Discretion as aforesaid, as the Case may require), at any Time or Times hereafter, to demise or lease and grant any of the Manors, Messuages, Lands, and Hereditaments comprised in the said Second and Third Schedules to this Act, or any Part thereof, with the Appurtenances, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion

or

or by way of future Interest, so as there be reserved and made payable during the Continuance of the Term thereby respectively created the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased and granted, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, and so as there be contained therein a Condition of Re-entry on Nonpayment of the Rent or Rents thereby respectively reserved by a Time or Space to be therein respectively limited, and so that the Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby respectively to be reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste.

Power for Trustees to pull down and substantially repair Cottages in Bigby, Roxby, and Wrawby.

XV. That it shall be lawful for the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, or other the Trustees or Trustee for the Time being of this Act, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, to cause either the whole or such Parts as in the Opinion of some competent Person to be appointed by the said Trustees or Trustee shall be deemed necessary of the Cottages in and upon the Hereditaments comprised in the Second and Third Schedules hereto which are situate in the Parishes of *Bigby*, *Roxby*, and *Wrawby* to be pulled down and removed, or otherwise to be thoroughly and substantially repaired, as is herein-after mentioned, and to cause to be used such Part of the Building Materials of the same as it shall be deemed proper so to use in or towards the reconstructing or the rebuilding of such Cottages, or erecting new and additional Cottages, or substantially repairing Cottages on the said Hereditaments, as herein-after mentioned.

Timber to be cut down.

XVI. That it shall be lawful for the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, or other the Trustees or Trustee for the Time being of this Act, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, during the Life of the said *Cary Charles Elwes*, and after his Decease during the Minority or respective Minorities of the Person or any of the Persons who by virtue of or under the Limitations, Uses, or Trusts contained in the said Indentures of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and the Sixteenth Day of *March* One thousand eight hundred and forty-six, or the Exercise of any Powers therein respectively contained, or by virtue of the said Order of Exchange, shall for the Time being be entitled to the Possession or the Receipt of the Rents and Profits of the Heredita-

ments

ments comprised in the Second and Third Schedules to this Act, as Tenant in Tail Male, or Tenant in Tail, or Tenants in Tail thereof, to rebuild and reconstruct or thoroughly and substantially repair such of the present Cottages on the Lands and Hereditaments described in the Second and Third Schedules to this Act annexed which are situate in the Parishes of *Bigby*, *Roxby*, and *Wrawby*, or erect, build, make, and complete such new and additional Cottages as may be deemed necessary, and for effectuating the Purposes aforesaid to retain, hire, or employ such Architects, Surveyors, Builders, Bricklayers, Carpenters, Artificers, Workmen, and Labourers as shall be necessary, and at such Salaries or Wages as they or he shall deem reasonable, and to enter into such Contract or Contracts as shall be deemed advisable, and that the pulling down and removing of any of the Cottages on the said Lands and Hereditaments hereby authorized to be pulled down and removed, or the erecting, building, and making of the new Cottages hereby authorized to be erected, built, and made, shall not be deemed Waste, Spoil, or Destruction, either at Law or in Equity.

Power to sell Building Materials.

XVII. Provided always, That it shall be lawful for the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, and other the Trustees or Trustee for the Time being of this Act, to sell and dispose of such Parts of the Materials of the said present Cottages hereby authorized to be pulled down as it shall not be deemed expedient to use in the building or repairing of any of the same Cottages respectively, by Public Auction or Private Contract, and in such Lots or Parcels as he or they shall think fit, and to apply the Monies arising from such Sale or Sales in or towards the Discharge of the Costs of pulling down and removing the Cottages which shall be pulled down and removed as aforesaid, and of erecting, building, making, and completing the said new Cottages aforesaid, and in executing other the Purposes authorized by the Clause last aforesaid.

As to Drainage and other Improvements.

XVIII. That it shall be lawful for the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being of this Act, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, during the Life of the said *Cary Charles Elwes*, and after his Decease during the Minority or respective Minorities of the Person or Persons who shall for the Time being be entitled to the Possession or the Receipt of the Rents and Profits of the Hereditaments comprised in the Second and Third Schedules to this Act, as Tenant in Tail Male, or Tenant in Tail, or Tenants in Tail thereof, as last aforesaid, to open-drain the Farms and Lands mentioned in the Second and Third Schedules to this Act annexed, or any Part thereof, and to under-drain

drain the same or any Part thereof with Tiles, Stones, or other durable Materials, and to irrigate and embank the same or any Part thereof in a permanent Manner, and to erect thereon any Buildings of a permanent Kind incidental or consequential to such Drainage, Irrigation, or Embankment, and immediately connected therewith, and also to make any other permanent Improvements of the said Farms and Lands which may be deemed expedient or advisable by the Trustees or Trustee for the Time being of this Act.

Portion of Monies invested may be applied for the Purchase of the Waterworks before mentioned.

XIX. That it shall be lawful for the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, or other the Trustees or Trustee for the Time being of or entitled to exercise the Powers of Sale and Exchange contained in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, within Two Years after the passing of this Act, to sell and dispose of a sufficient Part of the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities, to raise any Sum not exceeding the Sum of Five thousand Pounds Sterling, and to pay over the Sum which shall be so raised to or appropriate or place the same to the Account or Credit of the Trustees or Trustee for the Time being of this Act; and it shall and may be lawful for such Trustees or Trustee, and they and he are and is hereby authorized and required, to purchase the said Waterworks, either when complete or in an unfinished State, as they or he shall think fit, at a Price not exceeding the Amount of the Costs and Expenses which shall have been incurred by the said *Cary Charles Elwes*, his Heirs and Assigns, in and about the preparing for and attending the passing of "The *Glamford Briggs* Waterworks Act, 1852," and in and about the Construction of the said Waterworks, and the Works and Conveniences connected therewith, including the Cost of the Lands, Hereditaments, Springs, and Streams purchased or taken for the Purposes thereof, and further to lay out and invest all or any Part of the Sum so to be raised in the said Purchase of the said Waterworks which shall or may be constructed under or by virtue of the Authority of the said Act, whether the same Waterworks shall have been completed or shall be in an unfinished State, and if unfinished then to lay out so much of the Sum which shall have been raised as last aforesaid, and shall not have been invested in the said Purchase, in the Completion of the said Waterworks and other Works and Conveniences connected therewith; and the said Waterworks, and all the Lands, Hereditaments, Springs, and Streams which by virtue of and under the Authority of the said Act shall be purchased or taken for the Purpose of making and constructing the said Waterworks, shall be conveyed unto and to the Use of the Trustees or Trustee for the Time being of this Act, their or his Heirs or Assigns.

XX. That

Expenses of Act how to be paid.

XX. That it shall be lawful for the said *George Cary Elwes* and *Charles James Barnard*, and the Survivor of them, and his Heirs, and other the Trustees or Trustee for the Time being of or entitled to exercise the Powers of Sale and Exchange contained in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, from Time to Time, as the Trustees or Trustee for the Time being of this Act shall by Writing under their or his Hands direct, by Sale of all or any Part of the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities which shall remain unsold after the Money herein-before authorized to be raised shall, pursuant to the Power in that Behalf herein-before contained, have been raised, to raise any Sum or Sums of Money not exceeding Seven thousand Pounds Sterling, and to pay over the Sum or Sums which shall be so raised to or appropriate or place the same to the Account or Credit of the Trustees or Trustee for the Time being of this Act; and it shall and may be lawful for the Trustees or Trustee for the Time being of this Act to apply the Monies to arise by any such last-mentioned Sale or Sales in the Payment and Discharge of the Costs, Charges, and Expenses preparatory to and attending the applying for and obtaining and passing this Act, and also to pay and apply such further Part thereof as may be required in or towards the Payment and Discharge of all the Costs to be incurred in pulling down and removing the Cottages hereby authorized to be pulled down and removed, and in erecting, building, making, and completing any of the Cottages authorized to be erected, built, and made, and the Costs, Charges, and Expenses to be incurred in thoroughly and substantially repairing such Parts of the Cottages as it may not be necessary to pull down and remove, and the Costs, Charges, and Expenses to be incurred in the Drainage, Irrigation, and Embankment hereby authorized to be made and effected, or in the Erection of Buildings incidental or consequential to the said Drainage, Irrigation, and Embankment, or immediately connected therewith, and of the Costs and Expenses of the other permanent Improvements hereby authorized to be made, or for any other of the Purposes aforesaid, except the Purchase and Completion and Maintenance of the said Waterworks, and also the Costs, Charges, and Expenses of the Surveyors and Agents to be employed by the said Trustees or Trustee in or about surveying or superintending the several Works aforesaid, except the Waterworks, and of all or any of the other Objects and Purposes which they and he are and is under the Power of this Act authorized to carry into effect, except of purchasing, constructing, and maintaining the said Waterworks.

Certain Trusts created to

XXI. That from and after the passing of this Act all the Manors, Messuages, Farms, Lands, Buildings, and other Hereditaments comprised

secure Repayment of certain Monies.

prised in the Second and Third Schedules hereto annexed shall be vested in the Right Honourable *Charles Anderson Worsley* Earl of *Yarborough* and *Richard James Cary Elwes* Esquire, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, to commence and be computed from the Time of the passing of this Act, and so as to have Priority to all other Terms, Estates, and Interests which are now subsisting under or by virtue of all or any or either of the herein-before in part recited Indentures, Deeds, or Instruments, but upon the Trusts, for the Purposes, and subject to the Proviso herein-after contained concerning the same Term; that is to say, upon trust, after the raising of any Monies under or by virtue of the Powers contained in the Nineteenth and Twentieth Sections of this Act, by and out of the said Rents, Issues, and Profits of the said Manors, Messuages, Farms, Lands, Buildings, and other Hereditaments, to purchase annually, from and after the respective Times of raising the same Monies respectively, in the Names or Name of the Trustees or Trustee for the Time being of or entitled to exercise the Powers of Sale and Exchange contained in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and cause to be transferred into such Names or Name in the proper Books of the Bank of *England* a Sum of Three Pounds *per Centum* Consolidated Bank Annuities equal to One Twenty-fifth Part of so much of the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings like Annuities, less Two thousand Pounds thereof as shall have been sold and disposed of under the Powers contained in this Act for the Purposes aforesaid, until the whole thereof, less Two thousand Pounds thereof, shall have been so transferred and replaced, to the end that so much of the same Sum as shall have been sold and disposed of for the Purposes aforesaid, less Two thousand Pounds thereof, may be repaid or replaced by Twenty-five equal annual Instalments by and out of the Rents and Profits of the Hereditaments described in the Second and Third Schedules hereto; and further, that the Sums or Instalments of the said Stock so from Time to Time to be repaid or replaced as aforesaid shall be held upon and subject to the same Trusts, for the same Purposes, and subject to the same Powers, Provisoes, and Declarations as the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities is now held subject to, or such of them as shall from Time to Time be subsisting or capable of taking effect; and further, that after the Sale and Disposition of so much of the said Sum of Twelve thousand seven hundred and thirty-three Pounds Nineteen Shillings Three Pounds *per Centum* Consolidated Bank Annuities as it shall be deemed necessary to sell and dispose of under the Powers of this Act, as aforesaid, and until the Repurchase and Retransfer thereof, less Two thousand Pounds thereof, in

manner

manner aforesaid, the Trustees or Trustee for the Time being of the said Term of Five hundred Years shall, by and out of the Rents and Profits of the Hereditaments therein comprised, keep all the Cottages and Buildings to the Repair and Improvement or Construction whereof the Money to be raised as aforesaid, or any Part thereof, shall have been applied, insured, in their or his Names or Name, to the full Value thereof, in some public Insurance Office or Offices in *London* or *Westminster* against Loss or Damage by Fire, and that all Monies to become due or payable on any such Insurance shall be forthwith appointed by them or him to the Restoration or Repair of the Buildings which shall have been consumed or damaged by Fire; and further, that the Trustees and Trustee for the Time being of the said Term of Five hundred Years shall, after the Investment and Insurance from Time to Time to be made and effected as aforesaid, be exonerated from all Responsibility for the Rents and Profits of the said Hereditaments which they or he shall appropriate for such Investment and Insurance as aforesaid: Provided always, that when all the Trusts hereby declared of the said Term of Five hundred Years shall have been fully discharged, and every Trustee thereof shall have been satisfied all Costs and Expenses which shall have been incurred by him in or about the Execution of the Trusts thereof, then the said Term shall cease and determine; and that in the meantime all the surplus Rents, Issues, and Profits arising from the Hereditaments therein comprised, and which shall not be required for answering the Purposes aforesaid, shall be receivable by or belong beneficially to the Person or Persons who would for the Time being have been entitled to the same if the said Trust Term of Five hundred Years had not been created.

This Act not to revoke the Powers of Settlement, except, &c.

XXII. Provided always, That this Act shall not nor shall anything herein contained be construed or deemed or taken to revoke, annul, suspend, prejudice, lessen, or affect the Powers contained in the herein-before recited Indentures of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and the Sixteenth Day of *March* One thousand eight hundred and forty-six respectively, or the said Order of Exchange, either expressly, by reference, or by Implication, except so far as the same may be defeated or affected by the Exercise of the Powers of this Act, or by the said Term of Five hundred Years hereby created, and the Trusts thereof.

Trusts of Waterworks.

XXIII. That the Waterworks hereby authorized to be purchased as aforesaid, and all the Lands, Hereditaments, Springs, and Streams which by virtue of or under the Authority of "The *Glamford Briggs* Waterworks Act, 1852," shall be purchased or taken by or leased to the

the said *George Cary Elwes* and *Charles James Barnard*, or the Survivor of them, or his Heirs, Executors, or Administrators, and other the Trustees or Trustee for the Time being of this Act, as Assigns of the said *Cary Charles Elwes*, shall be held by the Trustees or Trustee for the Time being of this Act in manner and upon the Trusts following; that is to say, upon trust, in the first place, by and out of the Water Rates, Issues, and Profits, Dividends, and Income thereof respectively to maintain and keep in substantial Repair and Condition the Waterworks; and in the next place to retain and reimburse to themselves and himself respectively all the Costs, Losses, Damages, and Expenses which they or he may incur or sustain in or about the Execution of the Trusts and Powers reposed in them and him by this Act relating or incidental to the said Waterworks; and subject to the Trusts aforesaid, and to any Lien, Charge, Claim, or Demand which the Trustees or Trustee for the Time being of the said Waterworks may have upon the same; to stand seised and possessed of the said Waterworks, and any reserved Fund which might be accumulated under and by virtue of the Powers or Provisions contained in "The *Glamford Briggs* Waterworks Act, 1852," upon and for Trusts and Purposes, and subject to Powers, Provisoes, Declarations, and Agreements, corresponding with the Uses, Trusts, Powers, Provisoes, Declarations, and Agreements which are declared and contained in the hereinbefore recited Indentures of Settlement of and concerning the Hereditaments comprised therein which are mentioned in the Second Schedule to this Act annexed, or such or so many of the same Uses, Trusts, Powers, Provisoes, Declarations, and Agreements as shall from Time to Time subsist or be capable of taking effect.

Power for the Appointment of new Trustees.

XXIV. Provided always, That when and so often, from Time to Time, as any Trustee or Trustees appointed by this Act, or any Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or be desirous of being discharged of and from, or refuse or decline or become incapable to act in the Execution of any of the Trusts or Powers to him or them given by this Act, or shall go to reside abroad, it shall and may be lawful for the Court of Chancery, by its Order, to be obtained in a summary Way upon the Petition of the said *Cary Charles Elwes* during his Life, and after his Decease then of the Person for the Time being entitled to the Possession or Receipt of the Rents and Profits of the Manors and other Hereditaments for the Time being subject to the subsisting Limitations and Trusts contained in the said in part recited Indentures of Settlement, and the Hereditaments comprised in the Second and Third Schedules to this Act annexed, or if such Person shall be under the Age of Twenty-one Years, then of his Guardian or Guardians, from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees in the

the Place or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or declining or becoming incapable to act, or going to reside abroad as aforesaid; and that upon every such Appointment as aforesaid the Waterworks hereby authorized to be purchased, after they shall have been so purchased, and also all the Trust Estate and Premises, Trusts, Powers, and Authorities hereby vested and reposed in and given to the Trustees respectively herein-before named, shall be legally and effectually vested in the new Trustee or Trustees respectively jointly with the surviving or continuing Trustee or Trustees respectively of this Act and of the said Term of Five hundred Years, or in the new Trustees respectively only, as the Case may be or require; and it is hereby declared, that the Trustee or Trustees of this Act so to be nominated, substituted, or appointed as aforesaid shall and may have and hold the said Waterworks, when purchased, and the said reserved Fund, and in all things act and assist in the Exercise and Execution of the Trusts and Powers by this Act given to the Trustees of this Act herein-before named, in conjunction with the surviving or continuing Trustees or Trustee of this Act, if there shall be any such surviving or continuing Trustees or Trustee, and if not, then by themselves, as fully and effectually, and with the same Powers and Discretions, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated a Trustee or Trustees thereof, anything herein-before contained to the contrary thereof notwithstanding; and further, that the written Receipts of the Trustees or Trustee for the Time being of this Act shall be conclusive Discharges for all Monies whatsoever paid to them or him under the Provisions or for any Purposes of the same Act, and that the written Receipts of the Trustees or Trustee for the Time being of the said Term of Five hundred Years shall be conclusive Discharges for the Rents, Issues, and Profits and other Monies which shall be paid to them or him under or by virtue of the same Term.

Indemnity of Trustees.

XXV. Provided also, That the said *George Cary Elwes* and *Charles James Barnard*, and the said Earl of *Yarborough* and *Richard James Cary Elwes*, and other the Trustees or Trustee respectively for the Time being respectively acting in the Execution of the Trusts and Powers hereby created and reposed in them respectively, and every of them, and the Heirs, Executors, and Administrators of them respectively, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing or joining in giving or signing any Receipt for the sake of conformity, and any One or more of them respectively shall not be answerable or accountable for the other or others of them, or for involuntary Losses, and also that it shall be lawful for them respectively, with or out of the Monies which shall come to their

respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse to themselves respectively, and also to allow to their Co-trustee or Co-trustees, all Costs, Damages, and Expenses which they respectively or any of them respectively shall or may suffer, sustain, expend, disburse, or be put unto in or about the Execution of the aforesaid Powers, Trusts, and Provisions, or in relation thereto.

As to Guardians of Infants acting in execution of this Act.

XXVI. That in every Case when any Act or Thing is authorized or directed by this Act to be done or executed by the Guardian or Guardians of any Person or Persons beneficially entitled to the Possession or Receipt of the Rents and Profits of the Manors and other Hereditaments for the Time being subject to the Limitations, Uses, and Trusts contained in the herein-before in part recited Indentures of Settlement concerning the Hereditaments comprised in the Second and Third Schedules to this Act annexed, who shall be an Infant, the same shall be done or executed by the testamentary Guardian or Guardians, or the acting testamentary Guardian or Guardians for the Time being of such Infant, or if there shall be no acting testamentary Guardian, then by the Guardian or Guardians of such Infant to be appointed by the Court of Chancery.

As to the Consents of Charles Fitzgerald and Eleanora Caroline Arabella his Wife.

XXVII. And whereas the said *Charles Fitzgerald* and *Eleanora Caroline Arabella* his Wife are resident beyond the Seas, and their Consents to this Act have not yet been proved: Be it therefore enacted, That this Act shall not nor shall anything herein contained be of any Effect as against the said *Charles Fitzgerald* and *Eleanora Caroline Arabella* his Wife respectively, their respective Heirs, Executors, Administrators, or Assigns, until they shall respectively signify their Consents to this Act by Writing under their respective Hands, attested by One or more Witness or Witnesses, which Writing respectively shall be enrolled in the High Court of Chancery within Three Years from the passing of this Act, and from and after the Enrolment of such Consents respectively the same respectively shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding on the said *Charles Fitzgerald* and *Eleanora Caroline Arabella* his Wife respectively, their respective Heirs, Executors, Administrators, and Assigns, as if such Consents had been obtained and proved before the passing of this Act; and that each of such Consents may be given in the Form or to the Effect following; that is to say,

'I do hereby consent to an Act of Parliament 'made and passed in the Year of the Reign of Her most 'Excellent Majesty Queen Victoria, entitled [*here insert the Title 'of this Act*].

'Given under my Hand, this Day of .'

XXVIII. Saving

Elwes Estate.

XXVIII. 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, and his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *George Cary Elwes* and *Charles James Barnard*, and their Heirs and Assigns, so far only as relates to the Uses or Estates limited to the said *John Clavering* and *George Cary Elwes*, and their Heirs, as aforesaid, by the said Indenture of Appointment, Release, and Settlement of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, for preserving contingent Remainders,) also the said *Cary Charles Elwes*, and his Heirs, Executors, and Administrators, also the said *Elinor Elwes*, also the said *Valentine Dudley Henry Cary Elwes*, and the Heirs Male of his Body, and the Second and every other Son successively of the said *Cary Charles Elwes* on the Body of the said *Elinor* his Wife to be begotten successively, and the Heirs Male of the Body and respective Bodies of such Second and every other Son and Sons, also the First and other Sons of the said *Cary Charles Elwes*, on the Body of any future Wife successively, and the Heirs Male of the Body and respective Bodies of such First and other Sons, also the said *John Christopher Whalley*, his Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said Term of Two hundred Years created and limited as aforesaid by the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and twenty-six, and all the Cestuique Trusts for the Time being of or under the same Term, also the Executors, Administrators, and Assigns of the Survivor of the said *Robert William Baxter* and *Vere Isham*, and other the Trustees or Trustee for the Time being of the said Term of Three hundred Years limited and created by the lastly-mentioned Indenture, and all the Cestuique Trusts for the Time being of or under the same Term; also the said *Richard Sykes* and *Dudley Christopher Cary Elwes*, their Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said Term of Two thousand Years limited and created by the lastly-mentioned Indenture, and all the Cestuique Trusts for the Time being of or under the same Term, also the said *Charles James Barnard* and *Willoughby Breare Still Rackham*, their Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said Term of Ninety-nine Years demised and granted to the said *Charles James Barnard* and *Henry Archer Raymond* deceased by the said Indenture of the Twenty-fifth Day of *April* One thousand eight hundred and forty-two, and all the Cestuique Trusts for the Time being of or under the same Term, also the said *Charles Anderson Worsley* Earl of *Yarborough*, his Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years limited to the

General Saving.

the Use of the said Earl of *Yarborough* and *Thomas Barnard*, their Executors, Administrators, and Assigns, in and by the said Indenture of Appointment and Release of the Sixteenth Day of *March* One thousand eight hundred and forty-six, and all the Cestuique Trusts for the Time being of or under the same Term, also the said *Dudley Christopher Cary Elwes* and the Heirs Male of his Body, also the said *George Cary Elwes* and the Heirs Male of his Body, and all and every Person claiming any Estate or Interest in the Lands, Tenements, and Hereditaments mentioned in the Schedules to this Act subsequent to the Estate Tail vested in the said *George Cary Elwes*, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, or upon the Manors, Messuages, Lands, Tenements, and Hereditaments which are comprised in the Second and Third Schedules to this Act annexed, and every or any of them, and every or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

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

XXIX. That this Act shall not be a Public Act, but 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 referred to in the foregoing Act.

ALL those the Manors or Lordships or reputed Manors or Lordships of Roxby, Reisby otherwise Resby, and Sawcliffe otherwise Salcliffe, in the County of Lincoln, with their Rights, Members, and Appurtenances; and all that the Grange or Farm of Reisby, with all Lands, Tenements, Hereditaments, and Appurtenances thereunto belonging, or therewith used or enjoyed, situate in Reisby aforesaid; and all that the Rectory Impropriate of Roxby-cum-Risby aforesaid, and all Tithes, Oblations, Obventions, Profits, Commodities, Emoluments, and Appurtenances to the said Rectory or Parsonage belonging or appertaining; and all Messuages, Tenements, Cottages, Farms, Lands, Meadows, Pastures, Tithes, Commons, Free Warrens, Moors, Marshes, Courts Leet, Courts Baron, Franchises, Rights, Royalties, Jurisdictions, Ways, Easements, Profits, Privileges, Commodities, and Appurtenances whatsoever to the said Manors or Lordships or reputed Manors or Lordships, Grange, Rectory, Lands, and Premises lastly mentioned, or any of them, belonging, or therewith used, occupied, or enjoyed, or taken as Part, Parcel, or Member thereof, or as belonging thereunto; and also all that Messuage or Tenement situate at Roxby aforesaid, late in the Occupation of Elizabeth Elwes, Widow, together with the Outhouses, Erections, Buildings, Land, Curtilages, Yards, Gardens, Ways, Easements, and Appurtenances thereunto belonging; and also all those Three Closes (formerly Two Closes) of Meadow or Pasture Ground called Roxbycliffe Closes, containing by Estimation Twenty-six Acres (more or less), situate in Roxby aforesaid, and now or late in the Occupation of the said Elizabeth Elwes; and all other the Manors or reputed Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of the said Robert Cary Elwes and Cary Charles Elwes, or either of them, situate in Roxby, Reisby, and Sawcliffe aforesaid, or any or either of them, in the County of Lincoln; and also all that the Manor or reputed Manor of Kettleby in the said County of Lincoln, with the Rights, Members, and Appurtenances; and all those Pieces or Piece of Ground whereon there formerly stood the Capital Messuage or Mansion House of Kettleby aforesaid, and all Barns, Stables, Outhouses, Gardens, Orchards, and Appurtenances thereunto belonging or therewith used; and all that Park, with the Appurtenances, in Kettleby aforesaid, to the said Manor or reputed Manor and Capital Messuage of Kettleby belonging or therewith used, formerly in the Occupation of Thomas Elliott or his Assigns; and all that Piece of Pasture Ground now or heretofore called the Willowgarth and Backside, with the Appurtenances, situate in Kettleby aforesaid, formerly in the Occupation of Roger Bell or his Assigns; and all those several Pieces of Pasture Ground, with their Appurtenances, now or heretofore called the Old Garden, the Ponds, Hop Yard, and Sand Close, formerly in the Occupation of Robert Trowar, or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called Highwood, formerly in the Occupation of Thomas Jolland or his Assigns; and all those several Pieces of Pasture Ground, with their Appurtenances, in Kettleby aforesaid, now or heretofore called South Fields, formerly in the several Occupations of

of William Brooke and the said Thomas Jolland, or One of them, their or One of their Assigns; and all that Piece or Parcel of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called South Fields Bottom, formerly in the Occupation of Lancelot Baynton or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called the Great Lime Kilns, Lawn, Coney Garth, and Parsonage Close, formerly in the Occupation of Michael Cressy, Gentleman, or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, called the Little Coney Garth, the Little Lime Kilns, and Old Orchard, formerly in the Occupation of Thomas Gylliott or his Assigns; and also all that Piece of Ground, with the Appurtenances, in Kettleby aforesaid, called the Cow Close, formerly in the Occupation of William Edling or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, called the Backside, formerly in the Occupation of John Dun, or his Assigns; and also all that Piece of Pasture Ground, Part of a Close now or heretofore called the Cottagers Close, in Kettleby aforesaid, in the Occupation of Bartholomew Fenny or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, another Part of the said Close now or heretofore called the Cottagers Close, in Kettleby aforesaid, formerly in the Occupation of William Butler or his Assigns; and all those several Pieces or Parcels of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called the Postern Hill and Pissey Bed, formerly in the Occupation of William Dunn or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, Part of a Close called the Fox Close, in Kettleby aforesaid, in the several Occupations of Thomas Robinson and Anthony Guest, or One of them; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, called the Upper Round Close, formerly in the Occupation of Thomas Taylor or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, formerly in the Occupation of George Oyden or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, Part of the said Close called the Fox Close, in Kettleby aforesaid, formerly in the several Occupations of Thomas Dun and William Cottingham, or One of them; and also all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, called Park Hill Close and Scrub Close, formerly in the Occupation of Tirwhitt Turpin, Gentleman, or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, Part of a Close now or heretofore called the Cautch, in Kettleby aforesaid, formerly in the Occupation of Thomas Clarke or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called Gilsoons Closes, formerly in the Occupation of Henry Golber or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called the Ox Close, formerly in the Occupation of Robert Stanford or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called High Cownam, formerly in the Occupation of Thomas Swallow or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, now or heretofore called Cream Peak Roof, formerly in the Occupation of William Hall or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called Worley Hill and Carr, formerly in the Occupation of William Jeffe or his Assigns; and all that Piece of Pasture Ground, with

with the Appurtenances, Part of the said Close now or heretofore called the Cautch, in Kettleby aforesaid, formerly in the Occupation of Francis Codd or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called the Little Close, formerly in the Occupation of William Thompson or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, other Part of the said Close now or heretofore called the Cautch and Crow Wood, in Kettleby aforesaid, formerly in the Occupation of Matthew Harrington or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, Part of the said Close, now or heretofore called the Fox Close in Kettleby aforesaid, formerly in the Occupation of Francis Epworth or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called Noddle's Closes, formerly in the Occupation of Thomas Trow; and all that Dingle, with the Appurtenances, in Kettleby aforesaid, formerly in the Occupation of John Mumby or his Assigns; and all those several Pieces of Pasture Ground in Kettleby aforesaid, now or heretofore called the Milne Close and Old Park, formerly in the Occupation of Thomas Height or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called Brumby's Close, and Part of Spencer's Close in Kettleby aforesaid, formerly in the Occupation of James Fox or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, other Part of Spencer's Close, in Kettleby aforesaid, formerly in the Occupation of Roger Gilson or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby aforesaid, now or heretofore called Composition Close, formerly in the Occupation of Edward Clarke or his Assigns; and all those several Closes and Cars of Pasture and Meadow Ground, with their Appurtenances, situate in Westram in the Parish of Bigby in the County of Lincoln, formerly in the several Occupations of Thomas Bonner Clerk, Roger Nettleship, Thomas Markham, Robert Trower, Thomas Gylliott, William Leaman, Margaret Odlin, John Prickwell, William Horner, William Melton, William Temple, Francis Pennell, Ralph Shepwell, Peter Metcalf, John Anderson, the said Richard Cressy, William Farmer, Thomas Nicholls, Richard Ogglesoy the younger, Thomas Rushton, Richard Ogglesby the elder, and William Rowell, or some or One of them, their or some or One of their Assigns; and also all that the Manor or Lordship of Bigby in the County of Lincoln, with the Rights, Members, and Appurtenances; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Bigby aforesaid, formerly in the Occupation of John Pottoe and William Pennythorne, or One of them; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Bigby aforesaid, formerly in the Occupation of the said John Pottoe or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Bigby aforesaid, formerly in the Occupation of the said William Pennythorne or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances thereof, situate in Bigby aforesaid, formerly in the Occupation of Robert Sawyer or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances thereof, situate in Bigby aforesaid, formerly in the Occupation of William Taylor or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Bigby aforesaid, formerly in the Occupation of Edward Taylor or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Bigby aforesaid, formerly

formerly in the Occupation of Thomas Show or his Assigns; and all those several Cottages or Tenements, with their Appurtenances, situate in Bigby aforesaid, formerly in the several Occupations of Hammond Boothby, Margaret Cook, William Vesey, William Taylor, Mark Brocklesby, Thomas Brown, Thomas Carter, William Robinson, Richard Taylor, Widow Paynton, Mary Rands, Thomas Good, Edward Holmes, Richard Gartham, Thomas Brunswood, and Richard King, their or some of their Assigns; and all that the Manor or reputed Manor of Kettleby Thorpe otherwise Thorpe otherwise Thorpe-in-the-Moor in the County of Lincoln, with the Rights, Members, and Appurtenances, and the Capital Messuage or Mansion House of Kettleby Thorpe, or the Land whereon the same was erected, and all Barns, Stables, Outhouses, Gardens, Orchards, and Appurtenances thereunto belonging or therewith used; and all that Messuage or Tenement or Farm, with the Appurtenances thereof, situate in Kettleby Thorpe otherwise Thorpe otherwise Thorpe-in-the-Moor aforesaid, formerly in the Occupation of William Brooke or his Assigns; and all that Messuage or Tenement and Two Closes of Meadow and Pasture Ground, with the Appurtenances, situate in Kettleby Thorpe otherwise Thorpe otherwise Thorpe-in-the-Moor aforesaid, formerly in the Occupation of Widow or her Assigns; and also all those several Pieces of Pasture Ground, with the Appurtenances, situate in Kettleby Thorpe aforesaid, now or heretofore called Averholmes and Henley's Close, formerly in the Occupation of the said William Brooke or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, situate in Kettleby Thorpe aforesaid, now or heretofore called the Great Pry Close, formerly in the Occupation of Edward Wood or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, situate in Kettleby Thorpe aforesaid, now or heretofore called the Little Pry Close, formerly in the Occupation of John Dynas or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby Thorpe aforesaid, now or late called the late Parson Close, formerly in the Occupation of Thomas Gylliott or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, being the North Part of a Close now or heretofore called Bowman in Kettleby Thorpe aforesaid, formerly in the Occupation of Robert Taylor or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, in Kettleby Thorpe aforesaid, now or heretofore called the Carr Close, formerly in the Occupation of Edward Macguennis or his Assigns; and all that Close of Pasture or Meadow Ground, with the Appurtenances, in Kettleby Thorpe aforesaid, formerly in the Occupation of Nicholas Briggs; and all that Piece of Pasture Ground, with the Appurtenances, now or heretofore called the Judds in Kettleby Thorpe aforesaid, formerly in the Occupation of John Pottoe or his Assigns; and all that Piece of Pasture Ground, Part also of the said Close now or heretofore called the Judds, in Kettleby Thorpe aforesaid, formerly in the Occupation of William Pennythorne or his Assigns; and all that Piece of Pasture Ground, with the Appurtenances, Part also of the Close now or heretofore called the Judds, in Kettleby Thorpe aforesaid, formerly in the Occupation of Robert Sawyer or his Assigns; and all those several Pieces of Pasture Ground, with the Appurtenances, in Kettleby Thorpe aforesaid, now or heretofore called Brown's Close and Lane Ends, formerly in the Occupation of William Taylor or his Assigns; all which last-mentioned Messuages or Tenements, Farms, Lands, and Premises, are situate in Kettleby Thorpe otherwise Thorpe otherwise Thorpe-in-the-Moor in the County of Lincoln, and all and every other the Freehold Manors or Lordships,

or

or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever of them the said Robert Cary Elwes and Cary Charles Elwes or either of them, situate in the Towns, Hamlets, Parishes, and Precincts of Kettleby, Westram, Bigby, and Kettleby Thorpe otherwise Thorpe otherwise Thorpe-in-the-Moor, or any or either of them, in the County of Lincoln; and also all that the Manor or Lordship of Wrawby otherwise Rawby in the County of Lincoln, with the Rights, Members, and Appurtenances; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Wrawby aforesaid, formerly in the Occupation of Thomas Keight or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Wrawby aforesaid, formerly in the Occupation of John Mumby or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Wrawby aforesaid, formerly in the Occupation of Thomas Jolland or his Assigns, and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Wrawby aforesaid, formerly in the Occupation of William Williamson; and all that Messuage or Tenement and Farm, with the Appurtenances, situate in Wrawby aforesaid, formerly in the Occupation of Roger Gilson or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances thereof, situate in Wrawby aforesaid, formerly in the Occupation of James Fox or his Assigns; and all that Messuage or Tenement and Farm, with the Appurtenances thereof, situate in Wrawby aforesaid, formerly in the Occupation of Matthew Kennington or his Assigns; and all those several Pieces of Land or Ground, with the Appurtenances thereof, now or heretofore called the Three Oxgangs of Land, in Wrawby aforesaid, formerly in the Occupation of John Kennington or his Assigns; and all those several Pieces of Land, with the Appurtenances, now or heretofore called the Two Oxgangs of Land, in Wrawby aforesaid, formerly in the Occupation of Thomas Clarke or his Assigns; and all those several Pieces of Ground, with the Appurtenances, now or heretofore called the Sheep Walks, in Wrawby aforesaid, formerly in the Occupation of Thomas Gylliott or his Assigns; and all that Piece of Ground, with the Appurtenances, now or heretofore called the Little Close, in Wrawby aforesaid, formerly in the Occupation of Tirwhitt Turpin or his Assigns; and all that Piece of Ground, with the Appurtenances thereof, now or heretofore called the Cautch, in Wrawby aforesaid, formerly in the Occupation of Matthew Kennington or his Assigns; and all that Messuage or Tenement and Windmill, with the Appurtenances, situate in Wrawby aforesaid, formerly in the Occupation of William Starr or his Assigns; and all those several Messuages or Tenements, Pieces of Ground, with their Appurtenances situate in Wrawby aforesaid, formerly in the several Occupations of William Dun, Anthony Guest, Thomas Robinson, Richard Royall, William Thompson, Michael Broadwell, Robert Jackson, John Stanford, George Sidgett, Michael Cawthott, Peter Rands, Thomas Clarke, William Rutter, William Hall, Thomas Robinson, Anthony Rodney, Benson, Widow, Thomas Forster, Mathew Halls, Thomas Plumber, Francis Gillett, and Allison, Widow, or their or some of their Assigns; and also all that the Manor or Lordship of Brigg otherwise Glandford Brigg in the said County of Lincoln, with the Rights, Members, and Appurtenances thereof; and all that Messuage or Tenement and Close of Ground, Shop, and Toll of Fairs and Markets, with the Appurtenances, situate in Brigg otherwise Glandford Brigg aforesaid, formerly in the Occupation of John Pickwell or his Assigns; and all those several Messuages or Tenements, Shops, Yards, and Pieces of Ground, with their Appurtenances, situate in Brigg otherwise Glandford Brigg aforesaid, formerly in the several Occupations of Robert Trower,

Elwes Estate.

Trower, Daniel Swallow, Robert Dixon, Anne Hudson, John Wilson, Christopher Fareweather, Shield, Widow, John Nanby, William Odlyn, Robert Anderson, Humphrey Twydall, Odlyn, Widow, Ralph Hepwell, Elizabeth Pennell, Francis Pennell, Codd, Marmaduke Pennell, Mark Toll, William Farmer, John Toll, Ann Small, Toft, Widow, William Rowell, John Bland, Roger Nettleship, John Beley, Robert Ogglesby, Sarah Matthew, Richard Ogglesby the elder, John Ogglesby, Francis Ferris, William Gylliott, Robert Patten, Robert Wintringham, Richard Ogglesby the younger, William Bell, John Williamson, Peter Metcalfe, Thomas Gylliott, James Smith, John Anderson, Thomas Sargent, Thomas Nicholl, John Tannott, William Saunders, William Elson, William Melton, Richard Withers, John Tarlton, William Temple, Robert Bookey, George Jolland, Gouldsbar, Andrew Rendall, Whittingham, Widow, Christopher Hetley, Pell, Widow, Stone, Widow, Atkinson, Widow, Robert Lindsay, and Jeffe, their or some of their Assigns; and also all that Messuage, and the Croft thereunto belonging and adjoining, and a little Close of Arable Land and Pasture, containing by Estimation One Rood and an Half (more or less), and all those Lands, Meadows, Pastures, Furzes, Heaths, and Grounds belonging to the aforesaid Messuage, and containing by Estimation Twenty Acres (more or less), which said Messuage, Land, and Premises are situate in Bigby in the County of Lincoln, or within the Fields, Liberties, and Precincts thereof; and also all that Messuage or Tenement, with a Hemp Croft to the same adjoining, in Bigby aforesaid; and also Five Acres of Arable Land, Meadow and Pasture Ground, (more or less,) lying and being dispersedly in the several Fields and Territories of Bigby aforesaid to the last-mentioned Messuage or Tenement belonging; and also all and every other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever of them the said Robert Cary Elwes and Cary Charles Elwes, or either of them, situate in the Towns, Hamlets, Fields, or Precincts of Wrawby and Brigg otherwise Glandford Brigg aforesaid, and in Bigby otherwise Bakely, Barnaby, Elsham, and Cadney in the County of Lincoln; all which said several Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments herein-before mentioned to be situate in the said County of Lincoln were heretofore in the several Occupations of George Mall, Richard Dudding, Joseph Dudding, Elizabeth Nelgate, Robert Wittingham, John Kell, Mary Skinner, Thomas Robinson, Ann Smith, William Stamp, David Gilliott, William Holgate, Edward Reynolds, Elizabeth Holgate, William Havercroft, John Greliat, Stephen Wilson, Ann Dunn, Francis Coulson, Francis Stephenson, Robert Crowther, Peter Houghton, Moses Lovatt, Thomas Andrew, Edward Kennington, Timothy Day, David Nainby, John Hargrave, William Good, William Bailey, Richard Newby, John Havercroft, Thomas Cooper, Richard Balderson, Matthew Kitchen, Haworth, Widow, John Moore, Simon Rusling, Thomas Walker, Thomas Taylor, George Maw, Thomas Holgate, Jane Cliffe, Silence Holgate, Benjamin Cripes, John Bennett, John Stephens, Eleanor Hollingworth, Thomas Parkinson, Ann Sturlevant, Eleizor Bird, William Watson, Thomas Abey, Martin Jackson, Joseph Trower, Thomas Coltam, Ann Medcalf, John Burton, Thomas Thompson, John Dunn, Robert Oglesby, William Owston, John Dunn, William Briggs, Jane Cliffe, the Reverend Amaziah Empson, David Namby, George Bentley, William Holgate, Reverend John Charlesworth, William Watson, Ann Medcalf, Thomas Bradley, John Kelk, Reverend John Border, Cleopatra Parnell, Bentley and Barnard, John Osborne, John

Elwes Estate.

John Stephenson and William Stephenson, Benjamin Footit and Thomas Good, Thomas Thompson, Richard Hill, Francis England, Overseers of the Poor of Brigg, John Munday, John Nicholson, George Oakes, Samuel Hayes, Edward Holgate, John Clarke, Thomas Parkinson, John Bennett, Thomas Holgate, Elizabeth Holgate, George Smith, James Spoonser, Robert Serjeant, John Kell, John Horner, John Burton, Thomas Robinson, Brian Glover, Richard Dudding and Joseph Dudding, Mary Skinner, George Maw, John Runnard, Robert Willingham and Partner, Francis Coulson and Timothy Day, John Hargrave, Stephen Milson, Francis Stephenson, Edward Kennington, Robert Crowther, Thomas Andrew, Peter Houghton, Moses Lovat, Thomas Abey, Mary Lamming, John Baxter, James Trower, John Chafer, William Good, William Bailey, Richard Newby, John Havercroft, Thomas Cooper, Richard Balderson, Matthew Kitchen, John Haworth, John Moore, Simon Rusling, Thomas Walker, Thomas Taylor, Reverend William Hargrove, Reverend James Walker, John Wright, Jonathan Brown, John Moore, William Smith, Nathaniel Holmes, William Briggs, John Nicholson, John Burton, Elizabeth Gregory, Richard Withers, John Stephens, Thomas Thompson, Mary Trower, Robert Oglesby, Richard Thompson and Partner, John Jackson, Matthew Johnson, William Owston, James Barrett, Richard Hill, Joseph Trower, Samuel Cox, Barnard, Widow, Metcalfe, Widow, William Robinson, Israel Toft, William Schoofield, Charles Young, John Houghton, John Dunn, John Wright, Thomas Cumin, Susannah Clarke, Francis Johnson, William Drury, William Smith, Reverend John Charlesworth, Henry Spring, Jane Cliffe, William Balmer, John Benett, Matthew Maw, John Kelk, Francis England, Thomas Colson, David Nainby, John Uppleby, James Simons, Humphrey Lay, Joseph Rhodes and Company, Martin Jackson, Benjamin Tootill, Henry Bentley, Thomas Bradley, Eleanor Hollingsworth, Benjamin Cupes, William Holgate, Cleopatra Parnell, George Bentley, John Mitchell, Overseers of the Poor, Ann Medcalf, Joseph Frolby, Richard Kell, William Watson, Edward Blant, Mary Gibson, Gilbert Wright, Edward Gilleat, Ann John, David Richel, Bentley and Barnard, Jane Sharp, Robert Cressy, John Hansworth, Francis Howarth, John Stephenson, William Stephenson, John Cooper, Jane Chapman, Jove Holgate, Benjamin Draper, John Willis, William Roberts, Samuel Cox and Partner, Thomas Parkinson, John Marshall, William Richardson, Robert Holgate, Richard Coulton, Mary Smith, Jane Holgate, William Baldwin, John Lawrence, Robert Smith, Richard Stringer, William Hall, John Dicks, Edmund Hardy, Edward Hill, John Wools, George Collingwood, Ann Roberts, Frances Wells, Thomas Kirkby, John Burton, John Foster, Catherine Hainton, George Ramsay, Thomas Snell, William White, James Drury, John Waterlow, William Brumby, Thomas Hornsby, John Jeynes, John Chafer, John Thomas, Matthew Stare, William Frow, Thomas Couted, William Chinney, John Smith, Mary Brown, Parton, and Williamson, Ann Cottingham, Ellen Kirby, Sarah Hunt, and the said Elizabeth Elwes, or some of them, their or some of their Undertenants or Assigns, Parts of which Hereditaments herein-before described have been sold under the Power of Sale contained in the before in part recited Indenture of the 17th Day of August 1826, and the Parts of which said Hereditaments which remain unsold are particularized and are better known and distinguished by the Description thereof mentioned in the Second Schedule to this Act.

Willoughby Breare Still Rackham.

The SECOND SCHEDULE referred to in the foregoing Act.

ROXBY.

Description of Property.	Tenants Names.
A Cottage - - -	- Altoft, William (Poorhouse).
Farmhouse and Farm -	- Barrett, Thomas, Trustees of.
Ditto - -	- Bostock, Thomas.
A Cottage - -	- Burton, Barnett.
A Garden - - -	- Backhouse, John.
Cottage and Land - -	- Brumby, William.
Ditto - -	- Barr, Robert.
Ditto - - -	- Booth, James Wade (late Holgate).
Cottage - - - -	- Cooper, George.
Farmhouse and Farm called High Risby - - - -	Chatterton, William.
Cottage and Land - -	- Crowston, John.
Ditto - - -	- Chinney, William.
Ditto - - -	- Cross, James.
A Cottage - - -	- Cross, John.
Ditto - -	- Clark, Joseph.
Farmhouse and Farm -	- Dudding, Joseph.
A Road - - -	- Drewey, Robinson.
Cottage and Land - -	- Drury, John.
Ditto - -	- Drinkall, Edward.
Ditto - - -	- Drinkall, William.
Cottage - - -	- Gray, George.
Ditto - -	- Green, John.
Cottage and Land - -	- Gelder, William.
Ditto - -	- Gumby, Thomas.
Ditto - -	- Hill, John.
Ditto - -	- Hill, Thomas.
Farmhouse and Farm called Low Risby - - - -	Holgate, Charles.
Cottage and Land - -	- Holgate, D'Arcy Edward.
Ditto - -	- Harrison, Hannah.
Ditto - -	- Hornsby, William.
Ditto - -	- Johnson, Joseph.
Cottage - - -	- King, Joseph.
Cottage and Land - -	- Kirman, Mary.
House and Land - -	- Lockwood, James.
Ditto - -	- Markham, William.
Cottage and Land - -	- Marsh, Henry.
Cottage - - -	- Marshall, Richard.
Land - - -	- Nelson, Reverend Adam.
Cottage - - -	- Neal, John (Poorhouse).
Farmhouse and Farm -	- Popple, Joseph.

Elwes Estate.

ROXBY—*continued.*

Description of Property.	Tenants Names.
Cottage - - - -	Proctor, Joseph (Poorhouse).
Ditto - - - -	Robinson, Burton, and Hill.
Cottage and Land - - -	Ramsey, George.
A Garden - - - -	Rial, William.
Ditto - - - -	Robinson, Sarah.
Farmhouse and Farm - -	Robinson, Thomas.
Ditto - - -	Stephenson, Francis Day.
Cottage and Land - - -	Stainton, John.
Farmhouse and Farm - -	Taylor, John.
Cottage - - - -	Taylor, John, and Newby Richardson.
Ditto - - - -	Tune, Thomas.
Ditto - - - -	Tune, John.
Cottage and Land - - -	Wells, Patience.
Ditto - - -	Waterlow, Samuel.
Ditto - - - -	Wood, John.
Ditto - - - -	Wardle, John.

BIGBY.

Cottage and Land - - -	Andrew, Joseph.
Land - - - -	Barnard, Reverend Charles James.
Farmhouse and Farm - -	Ditto (late Ferraby).
Cottage and Land - - -	Burton, Thomas.
Cottage - - - -	Beacock, David.
Cottage and Land - - -	Brown, Thomas.
Cottage - - - -	Codd, Thomas.
Ditto - - - -	Collingwood, John.
Cottage and Blacksmith's Shop and Land - - - -	Hockney, Richard.
	Ditto (Cow-keeping).
Cottage and Land - - -	Havercroft, George.
Ditto - - -	Heaton, Mary.
Ditto - - -	Havercroft, George.
Ditto - - -	Kyme, William.
A Quitrent - - -	Maw, Matthew.
Cottage and Land - - -	Rickell, John.
Ditto - - -	Rannard, Thomas.
Ditto - - -	Stow, Sarah.
Cottage - - - -	Shepherd, John.
Cottage and Land - - -	Smith, Ann.
Ditto - - -	Ditto (Cow Gait).
Ditto - - - -	Smith, Elizabeth.
Ditto - - - -	Smith, William.
Ditto - - -	Smith, George.
Ditto - - - -	Ditto (Two Cow Gaits).
Farmhouse and Farm - -	Walker, George.
Ditto - - -	Walker, John.
Cottage - - - -	West, Elizabeth.
Cottage and Land - - -	Walker, John.
Land - - - -	On hand (Two Cow Keepings).

Elwes Estate.

KETTLEBY THORPE IN THE PARISH OF BIGBY.

Farmhouse and Farm called Kettleby Thorpe - - - - Hobson, W. E.
Land - - - - Ditto (late Ferraby).
Ditto - - - - Owston, Robert.

KETTLEBY IN THE PARISH OF BIGBY.

Land - - - - Alcock, William.
Ditto - - - Ballans, David.
Ditto - - - Ditto (late Clarke).
Ditto - - - Bishop, William.
Ditto - - - Chafer, John.
Ditto - - - Cressey, Mary (Red Lion).
Ditto - - - Crowther, Robert.
Ditto - - - Chapman, Daniel.
Farmhouse and Farm - - - Dawson, Thomas.
Ditto (late Nicholson).
Ditto (late Edlington).
Land - - - Franklin, Thomas.
Ditto - - - Gibson, John.
Ditto - - - Good, William and Ann.
Ditto - - - Girdham, Thomas.
Ditto - - - Girdham, George.
Ditto - - - Havercroft, George.
Part of Mr. Hobson's Farm - - Hobson, William Everett.
Ditto (late Nicholson).
Ditto (late Barnard).
Land - - - - Kitchen, Mary.
Ditto - - - Leeson, Henry.
Ditto - - - Lovett, Moses.
Ditto - - - Moorhead, Thomas.
Ditto - - - Mundy, Joseph.
Ditto - - - Nilson, John.
Ditto - - - Otter, William.
Ditto - - - Pennythorne, Peter.
Farmhouse and Farm - - Reynolds, William.
Ditto - - - Ditto (late Towle).
Land - - - - Robinson, Sarah.
Ditto - - - Sergeant, John.
Ditto - - - Swales, John, Executors of.
Ditto - - - Smith, William.
Ditto - - - Simpson, Joseph.
Ditto - - - Symonds, George.
Ditto - - - Tenney, George.
Ditto - - - Ditto.
Ditto - - - Taylor, Hannah.
Ditto - - - Tuplin, Nathaniel.
Ditto - - - Twigg, William.
Ditto - - - Twigg, John.
Ditto - - - Tong, David.

Elwes Estate.

KETTLEBY IN THE PARISH OF BIGBY—*continued.*

Description of Property.	Tenants' Names.
Land - - - -	Wilson, Michael.
Ditto - - - -	Wakes, William.
Ditto - - -	Whatmuff, Susanna.
Ditto - - - -	Wharton, Charles.
Ditto - - - -	Ditto (late Towle).
Ditto - - -	Walker, William.
Ditto - - - -	Young, Robert.
Ditto - - -	Young, Thomas.

WESTRUM IN THE PARISH OF BIGBY.

Land - - - -	Booth and Ellis.
Ditto - - -	Bennett, Francis.
Ditto - - - -	Ditto (late Atkinson).
Ditto - - -	Clerk, Hannah.
Ditto - - - -	Colton, William.
Ditto - - -	Clark, Edward
Ditto - - - -	Cressy, Elizabeth (Coach and Horses).
Ditto - - -	Dent, Jervis.
Ditto - - - -	Ditto (late Bartle).
Ditto - - -	Dawson, Thomas.
Ditto - - - -	Easton, John.
Ditto - - -	Gibson, John.
Ditto - - - -	Gedney, P. Holgate, Esq.
Ditto - - -	Ditto (late Chapman).
Ditto - - - -	Gummerson, William.
Ditto - - -	Hildyard, Robert and Henry.
Ditto - - - -	Knott, William.
Ditto - - -	Leggott, David Hatfield.
Ditto - - - -	Morley, William.
Ditto - - -	Moxon, J. B.
Ditto - - - -	Mundy, George.
Ditto - - -	Middleton, Francis.
Ditto - - - -	Mason, Edward.
Ditto - - -	Nicholson, William.
Ditto - - -	Potter, Thomas.
Ditto - - -	Petch, James.
Ditto - - - -	Quipp, Jonathan.
Ditto - - -	Rowbottom, Thomas.
Ditto - - - -	Serjeant, Thomas, senior.
Ditto - - -	Stringer, Mary.
Ditto - - -	Tanton, Richard.
Ditto - - -	Tong, David.
Ditto - - - -	Ditto, Satron Field and Ropewalk Field.
Ditto - - -	Whatmuff, Susanna.
Ditto - - - -	Whithers, Elizabeth.
Ditto - - -	Walker, William.
Ditto - - - -	Young, Thomas.

Elwes Estate.

WRAWBY.

Description of Property.	Tenants Names.
Cottage and Land - - -	Alcock, William.
Cottage and Garden - -	Atkinson, James's, Widow.
Land - - - -	Burton, Hannah.
Cottage - - - -	Bilton, Henry.
Farmhouse and Farm, Wrawby Moor - - - -	Bishop, William. Ditto (late Edlington).
Cottage and Land - -	Crowther, Robert.
Cottage - - -	Chafer, John.
Land - - - -	Dawson, Thomas.
Ditto - - -	Driffield, John.
Ditto - - - -	Easton, John.
Land - - - -	Easton, John (late Edlington).
House and Land - - -	Franklin, Thomas.
Ditto - - - -	Good, William and Ann.
Cottage - - - -	Girdham, Thomas.
Ditto - - -	Girdham, George.
Land - - -	Gibson, John.
Ditto - - -	Ditto (late Edlington).
Ditto - - - -	Hett, John.
Cottage - - -	Hitchen, Mary.
Cottage and Land - -	Lovett, Moses. Ditto (late Towle).
Ditto - - -	Leeson, Henry.
Ditto - - -	Leeson, George.
Ditto - - -	Moorehead, Thomas.
Ditto - - - -	Ditto (late Towle).
Ditto - - -	Mundy, John.
Farmhouse and Farm - -	Mundy, Joseph.
Land - - - -	Nainby, David.
Ditto - - -	Nainby, John.
Farmhouse and Farm - -	Nelson, John.
Land - - - -	Potter, Thomas.
Ditto - - - -	Pennythorne, Peter.
Ditto - - -	Quipp, Jonathan.
Ditto - - -	Serjeant, Thomas.
Farmhouse and Farm - -	Swales, John, Executors of.
Cottage - - - -	Symonds, George.
Cottage and Land - -	Smith, William. Ditto (late Towle).
Land - - -	Smith, Edward.
Ditto - - -	Spring, John.
Ditto - - -	Simpson, Joseph.
House and Land - -	Tong, David. Ditto (late Paterson).
Cottage - - -	Taylor, Hannah.
Windmill and Land, and also a Cottage - - -	Tenney, George.
Farmhouse and Farm - -	Twigg, John.

Elwes Estate.

WRAWBY—*continued.*

Description of Property.	Tenants Names.
Cottage and Land - - -	Twigg, William.
Land - - - -	Tupling, Nathaniel.
Farmhouse and Farm - -	Wharton, Charles. Ditto (late Edlington). Ditto (St. Helen's Cover).
Land - - - -	West, Reverend John.
Ditto - - - -	Wilson, Michael.
Ditto - - - -	Wakes, William.
Ditto - - -	Walker, William (Hope Inn).
Ditto - - - -	Young, Robert.
Ditto - - -	Young, Robert (late Towle).
Ditto - - -	Young, Thomas.
Ditto - - -	Young, Thomas.
Ditto - - -	Poor Law Guardians, Brigg Union.

GLAMFORD BRIGGS OTHERWISE BRIGG.

Cottage - - -	Abey, Thomas. Ditto, late Smedley.
Ditto - - -	Anderton, Cornelius.
Ditto - - - -	Alcock, William.
Ditto - - -	Armstrong, Martin.
Ditto - - -	Addleshaw, James.
Ditto - - -	Akeroyd, Daniel.
House and Offices - -	Bennet, Francis (School).
Ditto - - -	Booth and Ellis.
Ditto - - -	Ditto, on Lease.
Ditto - - - -	Bradley, Frances.
Cottage - - - -	Binns, William.
Ditto - - -	Barratt, Sarah.
Ditto - - - -	Barratt, William.
House and Offices - - -	Bartle, Ann.
Cottage - - - -	Barker, Francis.
Ditto - - - -	Bethel, Mrs.
Ditto - - - -	Balans, William.
Ditto - - - -	Boston, Joseph.
Ditto - - -	Boston, Mary (late Oglesby).
House - - - -	Brooks, John.
Cottage - - - -	Brown, John.
Ditto - - -	Brown, William James.
Ditto - - -	Brown, Thomas.
Ancholme Tavern - - -	Burton, Hannah.
Land - - - -	Ditto (a Paddock).
Cottage - - - -	Burton, Agnes.
Ditto - - - -	Burton, Mary.
Ditto - - - -	Barley, Mary.
Ditto - - -	Bannister, Richard.
Ditto - - - -	Bucktrought, George.
Buildings - - -	Cole and Slight.

Elwes Estate.

GLAMFORD BRIGGS OTHERWISE BRIGG—*continued.*

Description of Property.	Tenants Name.
House - - - -	Cawkwell, Elizabeth.
Cottage - - - -	Cawkwell, Rebecca.
House - - - -	Cawkwell, Mary.
Cottage - - - -	Cawkwell, William.
Ditto - - - -	Cawkwell, John.
Ditto - - - -	Clark, William.
Ditto - - - -	Clark, Susanna.
House - - - -	Clark, Martha and John.
House, Yard, &c. - - -	Clark, Edward. Ditto (a Yard). Ditto, late Knott.
House - - - -	Clark, William.
Ditto - - - -	Clark and Parker, Joseph.
Ditto - - - -	Colton, William.
Red Lion Inn - - -	Cressy, Mary.
Coach and Horses Inn - - -	Cressy, Elizabeth.
Cottage - - - -	Cutler, Samuel.
Ditto - - - -	Cox, Thomas.
House, &c. - - - -	Chapman, Daniel.
Cottage - - - -	Chantry, William.
Ditto - - -	Darnell, James.
Ditto - - -	Darwin, William.
Angel Inn - - -	Dawson, Thomas.
Paddock - - - -	Ditto.
Coalyard - - - -	Ditto.
House - - - -	Darley, William.
Cottage - - - -	Green, John Dennis.
Ditto - - - -	Denton, Jonathan, and Namby and Ellis.
House - - - -	Dent, Jarvis.
Ditto - - - -	Dent, Jarvis, junior.
Cottage - - - -	Daddy, Ann.
Ditto - - - -	Draper, Samuel.
Ditto - - -	Draper, George.
Ditto - - - -	Draper, Ann.
Ditto - - -	Draper, Thomas.
Ditto - - - -	Driffield, John.
Ditto - - -	Dunham, William.
House and Offices - - -	Elwes, Dudley, Esq.
Land - - - - -	Ditto (Paddock).
House and Cottage - - -	Easton, John.
Cottage - - - -	Easton, Solomon.
Brigg Tolls - - - -	Evans, Elizabeth.
House and Draper's Shop - -	Finney, Mr. Ditto (late F. H. Atkinson).
Cottage - - - -	Gilliet, Margaret.
Warehouse - - - -	Gladwin, Benjamin.
Cottage - - - -	Gaskin, John.
Public House - - -	Gibson, John.

Elwes Estate.

GLAMFORD BRIGGS OTHERWISE BRIGG—*continued.*

Description of Property.	Tenants Names.
Cottage	Green, William.
House, &c.	Gregory, Betsey. Ditto (late Mills).
House and Offices	Gedney, Patteson Holgate.
House	Gunnerson, William.
Cottage	Holden, Hannah.
Ditto	Hewson, William.
Ditto	Hemsworth, Frances.
Ditto	Hare, Robert.
Ditto	Hare, William.
Garden	Ditto.
Cottage	Hare, Samuel.
Ditto	Henderson, William.
Ditto	Hill, Christopher.
House and Offices	Hett, John.
Coach-house	Ditto.
Building	Ditto (late Senyard).
House and Offices	Hildyard, Robert and Henry. Ditto (late Smedley).
Cottage	Hayton, Mrs.
House, &c.	Hornsby, John. Ditto (late Senyard).
Cottage	Hornsby, Charles.
Ditto	Henderson, John.
Ditto	Howson, John Emerson.
House	Johnson, Martin Toon.
Cottage	Johnson, Robert.
Ditto	Kirby, John.
Ditto	Keightley, Sentley.
House, &c.	Knott, William. Ditto (late Smedley).
Cottage	Knott, William, and George Bartle.
House	Knott, John.
Cottage	Knott, Hannah.
Ditto	Knott, John. Ditto.
House and Offices	Lincoln and Lindsey Bank.
House	Lofley, John.
Ditto	Leggett, David Hatfield.
Cottage	Larder, John.
House	Lamimman, William.
Ditto	Leaberry, Robert.
Cottage	Lane, Elizabeth.
Ditto	Lyne, Henry.
Ditto	Maude, Frederick.
Ditto	Millson, William.
Ditto	Middleton, Francis.
House	Methodist Connexion.

Elwes Estate.

GLAMFORD BRIGGS OTHERWISE BRIGG—*continued.*

Description of Property.	Tenants Names.
House - - -	- Methodist Connexion.
Ditto - - - -	- Mundy, George.
House and Offices -	- Mason, Edward and Thomas.
Ditto - -	- Mason, Edward.
Ditto - - -	- Moxon, J. B.
Ditto - -	- Nainby, David. Ditto (late Burton).
Cottage - - -	- Nainby, William.
House, &c. - -	- Nainby and Ellis.
Warehouse - - -	- Ditto.
House, Offices, and Vaults -	- Nicholson, William. Ditto (Vaults). Ditto (a Kitchen).
Cottage - - - -	- Neal, John.
House - - -	- Otter, William.
Cottage - - - -	- Overton, George.
Ditto - -	- Oglesby, William.
Ditto - - -	- Oglesby, Maria.
Ditto - -	- Oglesby, Charles.
Ditto - -	- Pennythorne, Mary.
House, &c. - -	- Potter, Thomas.
A Passage - -	- Ditto.
House and Offices - -	- Patterson, Robert Haldane.
Cottage - - -	- Quarmby, Jane.
House - - - -	- Quipp, Jonathan.
Ditto - - -	- Quipp, John Farrer.
Ditto and Bakehouse -	- Quipp, John. Ditto.
Cottage - - - -	- Rands, John.
Ditto - - -	- Roberts, Mary.
Ditto - - -	- Roberts, Richard.
Ditto - - -	- Roberts, George.
Ditto - - -	- Robinson, Sarah.
House - - -	- Robinson, Frank.
House and Shop -	- Robinson, William (late Bradley).
Cottage - - -	- Robinson, George.
Shop - - - -	- Ditto.
Cottage - -	- Rowbottom, John.
Ditto - -	- Rowbottom, John and George.
Ditto - - -	- Rowbottom, Sarah.
Ditto - -	- Rowbottom, William.
Ditto - -	- Rowbottom, Thomas (late Broadbent).
Ditto - -	- Smith, Ellen.
House - - -	- Smith, John.
Ditto - - -	- Smith, Thomas and William.
Cottage - - -	- Serjeant, Thomas, jun.
Ditto - - -	- Senyard, Sarah.
Ditto - -	- Sayers, Thomas.

Elwes Estate.

GLAMFORD BRIGGS OTHERWISE BRIGG—*continued.*

Description of Property.	Tenants Names.
Cottage	Sayers, Thomas (Garden).
Ditto	Scholfield, William.
Ditto	Sergeant, Thomas, sen.
Ditto	Sharp, Anthony.
Ditto	Sergeant, Frances.
Ditto	Sharp, Elizabeth.
House, &c.	Smith, Edward.
House	Smith, Samuel, Trustees.
Ditto	Sowerby, Thomas.
Cottage	Sowerby, James.
Ditto	Spring, John, sen.
Ditto	Spring, John.
Ditto	Spring, Jane.
Ditto	Story, Thomas.
House	Stringer, Mary.
Ditto	Tong, David.
Cottage	Trolley, Ann.
Ditto	Thompson, George.
Ditto	Thompson, Charles.
Ditto	Thompson, Ellen.
Ditto	Ditto (late Leaberry).
Ditto	Thompson, John.
House	Thornhill, James.
Cottage	Wood, Robert.
Ditto	Woodmancy, George.
House	Wilson, Thomas.
Ditto	Whatmuff, Susanna.
Ditto	Whatmuff, Joseph.
Ditto	Whatmuff, James.
Cottage	Wilson, John.
Ditto	Wilson, Robert.
House and Blacksmith's Shop	Whitworth, John. Ditto. Ditto.
Cottage	Whitworth, George.
Ditto	Whitworth, Charles.
Ditto	Watson, Sarah.
House, &c.	Withers, Elizabeth.
Cottage	Wray, John.
Ditto	Ditto.
Ditto	Wray, William.
House, &c.	Wray, Edward.
Cottage	Ward, George.
Ditto	Waddingham, Elizabeth.
Ditto	Willerton, Margaret.
House and Offices	Walker, William.
Cottage	Webb, John.
House, &c.	Young, Thomas.

Elwes Estate.

GARDEN GROUND IN THE PARISH OF WRAWBY.

Anderton, Cornelius.
Armstrong, Martin.
Boston, Joseph.
Brooks, John.
Burton, Mary.
Burton, Agnes.
Barratt, Sarah.
Brown, John.
Bannister, Richard.
Burns, William.
Cutler, Samuel.
Cawkwell, Mary.
Cawkwell, John.
Cox, Thomas.
Colton, William.
Cawkwell, Rebecca.
Cawkwell, Elizabeth.
Clark, William.
Cheeseman Toft (late Pettinger).
Dunham, William.
Denton, Jonathan.
Dent, Timothy (late Barraclough).
Driffield, John.
Darley, William.
Darnell, James.
Easton, Solomon.
Fowkes, Henry.
Grummett, Joseph.
Gaskin, John.
Green, John Dennis.
Hewson, William, sen.
Hare, William.
Hayes, Henry.
Hare, Samuel.
Holdsworth, George.
Hornsby, John.
Hornsby, Charles.
Henderson, John.
Howson, John Emmerson.
Jackson, Henry.
Knott, William.
Knott, John.
Lammiman, William.
Lyne, Henry.
Lofley, John.
Leggett, David Hatfield.
Markham, Joseph.
Moxon, J. B.
Maude, Frederick.
Oglesby, William.
Potton, Richard.
Pennythorne, Mary.
Quipp, Jonathan.
Quipp, John Farrer.
Roberts, Richard.
Roberts, Henry.
Robottom, John.
Robottom, George,
Robottom, Thomas.
Smith, John.
Sayers, Thomas.
Sergeant, Thomas, jun.
Sharpe, Edward.
Sharpe, Anthony.
Simpson, Robert.
Spring, Thomas.
Spring, George.
Sowerby, James.
Thompson, George.
Thompson, Charles.
Temple, James.
Taylor, George.
Taylor, Robert (late Bell).
Vickers, James.
Wray, John.
Whitworth, Charles.
Whitworth, John.
Wray, John.
Webb, John.
Wood, Robert.
Ward, George.
Wilson, Robert.
Watmough, Joseph.
Wilson, John.
Wells, Richard.
Wray, William.
Whitworth, George.
Withers, Elizabeth.
Young, Thomas.
Young, Thomas.

Elwes Estate.

WRAWBY QUITRENTS.

Barraclough, Josias.
Corbett, Thomas, Esq.
Ditto (late Darnell).
Ditto (late Parkinson).
Ditto (late Havercroft).
Ditto Ditto.
Ditto Ditto.
Hobson, William E.
Keal, John.
Melton, Ross, Proprietor.
Musgrave, Ralph.
Shepherd, Mark.
Thistleton, William.
Twigg, John.
White, the Rev.
Yarborough, the Earl of.

BRIGG QUITRENTS.

Booth, George.
Cook, Hannah.
Cotterill, Rev.
Dauber, John, Executors of.
Everings, Mrs.
Everatt, William.
Hildyard, Robert and Henry.
Mundy, Mrs.
Metcalfe, Rev. H. B.
Musgrave, Ralph.
Nainby, David.
Ditto.
Owston, Robert.
Palmer, Henry.
Smith, Edward.
Smith, William.
Smith, William.
Young, Edward.

Thomas Bradley.

The THIRD SCHEDULE referred to in the foregoing Act.

Number on Plan.	Names of Closes.	Extent. A.	R.	P.
	In Harkstow.			
1	Lower Leys - - - -	25	2	0
	In Wrawby.			
2	Knee Pasture - - - - -	6	2	30
3	Knee Pasture - - - -	6	1	1
4	Brown Hills - - - - -	10	0	35
5	First Ash Hill - - - -	6	3	10
6	Second Ash Hill - - - - -	7	2	27
7	Low Moor - - - -	6	2	25
8	High Moor - - - - -	6	1	7
9	Top White Hills - - - -	5	1	29
10	Bottom White Hills - - - -	5	1	23
11	White Hill Plantation - - -	20	3	9
		107	2	36

Thomas Bradley.

Elwes Estate.

The FOURTH SCHEDULE referred to in the foregoing Act.

Number on Plan.	Names of Closes.	Extent. A.	R.	P.
	In Roxby.			
12	East of Ancholme - - - -	10	2	3
	In Appleby.			
13	West Carr - - - - -	2	3	13
14	West Carr - - - - -	22	1	0
15	Bank - - - - -	0	1	19
16	Middle Carr - - - -	28	0	22
17	East Carr - - - - -	24	2	13
	In Melton Ross.	88	2	30
	Two Rentcharges charged on the said Earl of Yarborough's Estate, amounting to Three Shillings and Sixpence a Year.			

Thomas Bradley.

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