



ANNO QUADRAGESIMO SEXTO

# GEORGIUM III. REGIS.

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## Cap. 104.

An Act for effecting the Sale of certain Real Estates, and of certain Leasehold Tythes, late of *Charles Mellish* Esquire deceased, and for applying the Purchase Monies in Discharge of Incumbrances, and for laying out the Surplus, under the Direction of the High Court of Chancery, in the Purchase of other Estates, to be settled to the former Uses.

[3d July 1806.]

**W**HEREAS by Indentures of Lease and Release, dated respectively the Fourth and Fifth Days of *March* One thousand seven hundred and seventy-nine, the Release being made between *William Mellish* of *Blyth* in the County of *Nottingham* Esquire of the First Part; *Charles Mellish* Esquire (eldest Son and Heir Apparent of the said *William Mellish*) and *Judith* his Wife of the Second Part; the Persons therein named of the Third Part; and *John Waring* Esquire and *Tobias Stapleton* Gentleman of the Fourth Part; the said *William Mellish* did convey the Manor of *Hodsock* in the County of *Nottingham*, and divers other Manors, Messuages, Farms, Lands, Tenements, Woods, Underwoods, and Hereditaments, in the Parishes or Places of *Blyth*, *Hodsock*, and *Carlton* in the same County, to the Use that in case the said *Judith Mellish* should survive the said *Charles Mellish*, then that she or her Assigns might, immediately after his Decease, yearly receive One clear annual Sum of Four hundred Pounds for her Life, for her Jointure, and in Bar

Settlement by  
William and  
Charles Mel-  
lish, dated  
4th and 5th  
March 1779.

[Loc. & Per.]

of Dower, with the usual Powers and Remedies for Recovery of the said annual Sum, and subject to the Use of the said *John Waring* and *Tobias Stapleton*, for the Term of ~~one~~ <sup>one</sup> Year, upon Trust, for better securing the said annual Sum of Four hundred Pounds, with Remainder to the said ~~William Mellish~~ <sup>William Mellish</sup> and his Assigns for his Life, with Remainder to the said ~~Trustees~~ <sup>Trustees</sup> during his Life to preserve ~~the~~ <sup>the</sup> Remainders, with diverse Remainders over, and by the said ~~Indenture~~ <sup>Indenture</sup> of Release, the said *William Mellish* and *Charles Mellish* were empowered by Deed, sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, to revoke the Uses and Estates therein limited and declared, (but subject and without Prejudice to the said annual Sum of Four hundred Pounds,) and to limit or declare any new Uses or Estates of the said Premises, or any Part thereof: And whereas by Indenture, bearing Date the Twenty-eighth Day of *June* One thousand seven hundred and eighty-eight, and made between the said *William Mellish* of the First Part, the said *Charles Mellish* of the Second Part, *John Kerrick* Esquire of the Third Part, and *Edward Hulfe* of *Postman Square* in the County of *Middlesex* Esquires, now Sir *Edward Hulfe* Baronet, and *George Cooke*, now called *George Cooke Yarborough*, of *Streethorpe* in the County of *York*, Esquire, of the Fourth Part; the said *William Mellish* and *Charles Mellish*, in Execution of the Power to give to them as aforesaid, did, by the Deed or Instrument in Writing, now in recital, duly signed, sealed, and delivered, and attested, revoke such of the Uses and Estates declared by the said Indenture of Release, herein before recited, of the aforesaid Manors or Lordships, and other Hereditaments, as were subsequent to the Life Estate thereby limited to the said *William Mellish*, and the Estate thereby limited immediately afterwards to Trustees during his Life, and that without Prejudice to the said annual Sum of Four hundred Pounds, and in further Exercise of the Power and Authority aforesaid, the said *William Mellish* and *Charles Mellish* did direct, limit, and appoint, all and singular the said Manors or Lordships, and all other the Premises therein before mentioned and described, with their Rights, Members, and Appurtenances, (save only certain Premises at *Torworth* and *Oldengas* in the said County of *Nottingham*, therein described and mentioned to have been purchased from *Thomas Tuller*) from and henceforth under the Deeds of the said *William Mellish*, and subject to the said yearly Rent Charge of Four hundred Pounds, to the Use of the said *Edward Hulfe* and *George Cooke Yarborough*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, without Impediment of Waste, upon the Trusts therein after declared, with Remainder to the said *Charles Mellish*, and the Heirs Male of his Body, with diverse Remainders over; and the Trusts of the said Term of One thousand Years were thereby declared to be for raising the Sum of Eleven thousand Pounds, and paying the Sum of Ten thousand Pounds, Part thereof, between *Joseph Charles Mellish*, then of the City of *London*, *John Mellish*, *Elizabeth Mellish*, and the future Children of the said *Charles Mellish* by the said *John Mellish*, in such Times, and in such Proportions, as the said *Charles Mellish*, by his last Will and Testament, to be by him signed, sealed, published, and declared, in the Presence of and attested by Three or more credible Witnesses, should appoint, and to the Sum of One thousand Pounds, being one of the said Eleven thousand Pounds, the same was to be paid to such Persons as the said *Charles Mellish* should in his said last Will and Testament appoint: And whereas the said *William Mellish* died in the Year One thousand

Deed of Revocation and Appointment of new Uses, dated 28th June 1788.

And whereas the said *William Mellish* died in the Year One thousand

Death of William Mellish in 1791.

find seven hundred and ninety-one: And whereas the said *Tobias Stapleton* survived the said *John Waring*, and afterwards died, having first made his Will, dated the Twenty-eighth Day of *July* One thousand seven hundred and ninety-three, and thereof appointed *Miles Walker Hall* Esquire and *Zipporah Barnes* Executor and Executrix, and the said Will was duly proved in the Prerogative Court of *Canterbury* by the said *Zipporah Barnes* alone, the said *Miles Walker Hall* having renounced Probate thereof: And whereas by Indenture of Bargain and Sale of Three Parts (inrolled in the High Court of Chancery), dated the Sixth Day of *February* One thousand seven hundred and ninety-two, and made between the said *Charles Mellish* of the First Part, and the several Persons therein named of the Second and Third Part, and by a Common Recovery suffered in Hilary Term, in the Thirty-second Year of His present Majesty, in the Court of Common Pleas at *Westminster*, wherein the said *Charles Mellish* was vouched, all the Manors, and other Hereditaments, comprized in the aforesaid recited Indentures of Lease and Release (except as aforesaid) were limited and assured (subject to the aforesaid yearly Rent Charge of Four hundred Pounds, and to the said Term of Ninety-nine Years and One thousand Years, and the Trusts thereof) to the Use of the said *Charles Mellish*, his Heirs and Assigns, for ever: And whereas by Indenture, dated the First Day of *March* One thousand seven hundred and ninety-two, the said *Charles Mellish* duly limited and secured to the said *Judith Mellish*, and her Assigns, in case she should survive him, in lieu of the annual Sum of Two hundred Pounds, Parcel of the said yearly Rent Charge of Four hundred Pounds, limited to the said *Judith Mellish* by the said recited Indenture of the Fifth Day of *March* One thousand seven hundred and seventy-nine as aforesaid, One annual Sum or yearly Rent Charge of Two hundred Pounds, to be issuing out of and chargeable upon certain Manors, and other Hereditaments, therein particularly described, and not hereinbefore mentioned: And whereas the said *Charles Mellish* duly made and published his last Will and Testament in Writing, dated the Sixteenth Day of *September* One thousand seven hundred and ninety-four, and did thereby direct and appoint, that the Trustees of the said Term of One thousand Years, created by the said Indenture of the Twenty-eighth Day of *June* One thousand seven hundred and eighty-eight, should raise the Sum of One thousand Pounds, Part of the said Sum of Ten thousand Pounds, with Interest from his Death, after the Rate of Four Pounds per Centum per Annum, and pay the same unto his said Son, the said *Joseph Charles Mellish*, who had attained the Age of Twenty-one Years, and also should raise and levy the Sum of Nine thousand Pounds, Residue of the said Sum of Ten thousand Pounds, and pay the said Sum of Nine thousand Pounds unto his said Daughters, *Anne Mellish* and *Eliza Mellish*, and all such other Child and Children as he might thereafter have by his said Wife, to be equally divided between them; and the Portions of his said Daughters, as should be under the Age of Twenty-one Years, and unmarried at his Decease, to be paid to her or them, at her or their Age, or respective Ages of Twenty-one Years, or Day or Days next coming, with Consent of his said Wife, if living, which should first happen, with Benefit of Survivorship and Accrue, to wit among his said Sons and his Daughters, in case any of such Sons should die under Twenty-one, or any of his Daughters should die under that Age, or should marry under that Age, after his Decease, without the Consent of his said Wife, if living, in Writing; and the said Testator did further direct

T. Stapleton survived  
 J. Waring, & died, having appointed  
 Z. Barnes his Executrix.

Bargain and Sale, dated 6th February 1792, and Recovery.

1st March 1792.  
 Deed to settle 200l. per Annum on Judith Mellish, in lieu of so much of the 400l. settled upon her by the Deeds of 4th & 5th March 1779.

Will of Charles Mellish, dated 16th September 1794.

direct and appoint, that in the mean Time, after his Death, and until his said then present Daughters and future Children should be entitled to receive the Portions thereby appointed to them, the Trustees of the said Term of One thousand Years should, out of the Rents of the Premises comprized therein, raise such yearly Sum and Sums of Money, for and towards the Maintenance and Education of the same Children respectively, as they the said Trustees in their Discretion should think fit, not exceeding Four Pounds *per Centum per Annum*; and the said Testator did further direct and appoint, that the Trustees of the said Term of One thousand Years should raise the Sum of One thousand Pounds, the Residue of the aforesaid Sum of Eleven thousand Pounds, and pay the same unto Mr. Charles Lane, if he should be living at his the said Testator's Death, together with Interest thereon, from his Death till paid, after the Rate of Five Pounds *per Centum per Annum*; and the said Testator did by his said Will give and devise all the Freehold, Manors, Messuages, Lands, Tenements, Woods, Underwoods, Tythes, and Hereditaments, in the Counties of Nottingham and York, of which he was seised in Fee Simple (subject as aforesaid), to William Gooch Esquire and Joseph Marris Gentlemen, and their Heirs, to the Use of his Wife the said Judith Melliss, and of Stanhope Harvey Esquire, and Saint Andrew Wards Esquire, for the Term of Eleven hundred Years, to be computed from his Death, without Impeachment of Waste, upon the Trusts, and subject to the Proviso therein declared concerning the same, and therein-after mentioned, with Remainder to the Use of the said William Gooch and Joseph Marris, and their Heirs, during the Life of his the said Testator's said Wife, if she should so long continue his Widow, impeachable for Waste, except with Respect to his Woods and Underwoods, and Coppices, Parcel of the Premises therein-before devised, which excepted Premises were to be held by his said last-mentioned Trustees, without Impeachment of Waste; but nevertheless as to all and singular the said Manors and Hereditaments thereby limited to the said last-mentioned Trustees, during the Widowhood of his said Wife (except the said Woods, Underwoods, and Coppices), in Trust for his said Wife and her Assigns, and as to the said Woods, Underwoods, and Coppices, during the Widowhood of his said Wife, upon the Trusts therein-after mentioned concerning the same, and therein-after mentioned; and after the Death or second Marriage of his said Wife, then as to all and singular his said Manors, and other Hereditaments therein-before devised, to the Use of his the said Testator's Son, *Francis Melliss*, and his Assigns, for Life, without Impeachment of Waste, with Remainder to Trustees, during his Life, upon Trust, to preserve notwithstanding Remainders, with Remainder to the Use of the said *Francis Melliss* and his Assigns, with Remainder to the Use of his the said Testator's Daughters, *Ann* and *Elizabeth*, and such other Child or Children as he might thereafter have by his said Wife, as Tenants in common, by Tail, with cross Remainders between them in Tail, with Remainder to the Use of his said right Heirs forever; and the Trusts of the said Term of Eleven hundred Years were declared to be, that the Trustees should do with all convenient Speed after his Decease, by Discharge of Mortgage, or otherwise, and should retain all the said Money from Time to Time, and should do and perform the Judgment of the same Trustees as they should think fit, to satisfy such Part of his Debts, and other just Obligations, as should be due at his Death, and of his Legacies, as his Executors should think fit to bequeathed,

bequeathed, should fall short or be deficient in paying, and should pay and apply the Monies so to be raised accordingly; and subject to the Trusts aforesaid, the Testator directed that the same Trustees should raise and levy the yearly Sum of Three hundred Pounds, during the Life of his said Son *Joseph Charles Mellish*; and pay the same, clear of all Deductions, into his own proper Hands, and not to his Assigns or Appointees, by equal quarterly Payments; and in case his said Wife should marry again, then he directed that the same Trustees should (but subject and without Prejudice to the Trusts for Payment of his Debts and Legacies) raise and levy the yearly Sum of Two hundred Pounds, during the natural Life of his said Wife, and pay the same, clear of all Deductions, unto his said Wife, or to such Person or Persons as she should, under her Hand, appoint, for her separate Use, by equal quarterly Payments; which said Two hundred Pounds a Year, thereby given to his said Wife, from the Time of her Second Marriage, during her Life, was to be in Addition to the said Two hundred Pounds a Year for her Life, charged on his said devised Estates, and to another yearly Rent Charge of Two hundred Pounds, secured to her for her Life upon certain Manors and Hereditaments, whereof his said Son *Henry Francis* was Tenant in Tail Mail in Remainder, after his (the Testator's) Death, making together, exclusive of other Benefits given to her by that his said Will, a Provision of Six hundred Pounds a Year; and he did further direct, that the said Trustees of the said Term of Eleven hundred Years should (subject and without Prejudice to the Trusts before declared) stand possessed of the Premises therein comprized, upon further Trust, that if his said Daughters *Anne* and *Eliza*, and such Children as he might thereafter have by his then Wife, or any Two of them his said Daughters and future Children, should survive him, and live to become entitled to the aforesaid Sum of Nine thousand Pounds, under the Appointments therein-before contained, then and in such Case, that the said Trustees of the said Term of Eleven hundred Years should raise and levy, or borrow and take up at Interest, such Sum or Sums of Money, in Addition to the said Sum of Nine thousand Pounds, as would make up the Portions of each of such Two or more Daughters and future Children the full Sum of Five thousand Pounds, and pay the same Sums to such Daughters and future Children, at such Ages, Days, and Times, as were therein-before expressed, respecting their original Portions; and (subject and without Prejudice to the Trusts therein-before declared) upon further Trust, that if there should be a Failure of Issue Male of the Body of his said Son, *Henry Francis*, and if his said Son *Joseph Charles* should be then living, then that the said Trustees of the said Term of Eleven hundred Years should raise and levy, or borrow and take up at Interest, the Sum of Five thousand Pounds, and pay the same into the proper Hands of his said Son *Joseph Charles*, and not to his Assigns or Appointees; and if he should die, after Failure of such Issue Male, without receiving such Sum, then to his Executors, Administrators, or Assigns; and as to his said Woods, Underwoods, and Coppices, therein-before limited to the said *William Gooch* and *Joseph Marris*, and their Heirs, during the Widowhood of his said Wife, the said Testator did thereby declare, that the same were so limited to them, upon Trust, that his said Wife should and might, during her Widowhood, fell and cut down, sell and dispose of, the Timber and Underwood that should from Time to Time in her Judgement be fit to be felled and cut down, and should lay out and dispose of the clear

Monies thence arising in repairing and keeping in Repair the Farm  
 Houses on the aforesaid devised Estates; and on certain Estates, of which  
 his said Son *Henry Francis* was Tenant in Tail in Remainder, and the  
 Buildings thereunto belonging, at her Discretion, and in building Farm  
 Houses and Cottages; with suitable Out Buildings, on such Part of the  
 same Estates respectively, as she should think proper, and also in planting  
 and fencing new Woods on any Part or Parts of the same Estates; and in  
 fencing and improving all or any of his said present Woods, Underwoods,  
 and Coppices, she keeping an Account of all her Receipts and Expen-  
 ditures, in respect to the Trusts for her by in her respect, during her  
 Widowhood; and he did thereby direct, that all the Surplus of the  
 Monies arising from the Sale and Disposition of the said Woods, Under-  
 woods, and Coppices, should go and be applied in Aid (if necessary) of  
 the said Term of Eleven hundred Years, and the Surplus of what should  
 not be wanting, or necessary to be so applied, should be by his said Wife  
 or her Executors or Administrators, laid out and invested in the Purchase  
 of Freehold Estates in the County of *Northampton*, to be settled to, upon,  
 and subject to such and so many of the Uses, Trusts, Powers, Provisions,  
 and Declarations, therein limited and declared, of and concerning the  
 same Manors and Hereditaments thereby devised, subsequent to the  
 Death or Second Marriage of his said Wife, as should be then existing,  
 undetermined and capable of taking Effect; and the said Testator did by  
 his said Will give and bequeath the Rectory of *Blyth*, and all other the  
 Premises which he held under a Lease for Years from *Trinity College,*  
*Cambridge*, to his Executors, for all such Estate and Interest as he should  
 have therein at his Death, upon Trust, during the Widowhood of his  
 said Wife by and out of the Rents and Profits of such of the Tythes  
 therein comprized, as were issuing out of, or payable in respect of, any  
 Part or Parts of the aforesaid Estates, whereof his said Son *Henry Francis*  
 was Tenant in Tail in Remainder as aforesaid, to pay from Time to  
 Time One Moiety of the Rent reserved to the College, and also One  
 Moiety of the Fines and Fees which should be payable upon renewing the  
 Lease of the said Rectory, at the usual Times of Renewal happening  
 after the first and next Time of Renewal from the Date of that his Will;  
 and in order to provide a Fund for the Payment of such Moiety of the  
 said Fines and Fees from Time to Time during the Widowhood of his  
 said Wife, from and after the first and next Time of Renewal from the  
 Date of that his Will, upon further Trust, by and out of the said Rents  
 and Profits of the said Tythes, to appropriate and set apart from thence-  
 forth so much Money yearly as should, in the Judgment of the said  
 Trustees respectively, be sufficient, with the Accumulations thereof  
 arising, by placing the same at Interest in Government or Real Securities,  
 in their Names respectively, to answer and pay One Moiety of the said  
 Fines and Fees of Renewal, which Moiety it should be lawful for the  
 said Trustees to pay and discharge accordingly with the said Monies so  
 appropriated, and the Accumulations thereof, and the Funds wherein the  
 same should be invested; and subject to the Trusts aforesaid, he directed  
 that his Executors should stand possessed of the said Leasehold Tythes,  
 so issuing out of or payable for or in respect of any Part or Parts of the  
 said Estates, so settled in Remainder upon his said Son *Henry Francis* in  
 Tail Male as aforesaid, in Trust for his said Son *Henry Francis* and his  
 Executors, Administrators, and Assigns; and as to the Residue of the  
 said Leasehold Rectory and Premises, whereof no Trust was therein before  
 declared,

declared, upon Trust, that they his said Executors, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should, by and out of the Rents and Profits thereof, during the Widowhood of his said Wife, pay and discharge from Time to Time the remaining Moiety of the Rent reserved to the College, and also the remaining Moiety of the Fines and Fees for Renewal of the Lease of the said Rectory, at the usual Times of Renewal, happening after the First and next Time of Renewal from the Date of that his Will; and also should, during the Widowhood of his said Wife, from and after the First and next Time of Renewal after the Date of his said Will, by and out of the said last-mentioned Rents and Profits, appropriate and set apart so much Money yearly as in their respective Judgements would be sufficient, with the Accumulations thereof, arising as aforesaid, to answer and pay the said last-mentioned Moiety of the said Fines and Fees, and should pay and discharge the same Moiety accordingly; and, subject to the Trusts therein-before declared, of the said Residue of the said Leasehold Rectory and Premises, the said Testator did direct, that his said Executors should stand possessed thereof, in Trust, to permit and suffer the Rents, Issues, and Profits thereof, to be had, received, and taken, by such Person and Persons as should for the Time being, under the Limitations aforesaid, be entitled to the Possession and Receipt of the Rents and Profits of his aforesaid Manor of *Hodsock*, provided that no Person, taking an Estate in Tail Male, by Purchase of and in the said Manor of *Hodsock*, under the Limitations aforesaid, should be entitled to an Estate in the said Leasehold Rectory and Premises, or any Part thereof, transmissible to his Executors or Administrators, unless he should attain the Age of Twenty-one Years, or die under that Age, leaving Issue Male; and that no Person or Persons, taking an Estate in Tail general by Purchase in the said Manor of *Hodsock*, or in any Part thereof, under the Limitations aforesaid, should have or be entitled to an Estate in the said Leasehold Rectory or Premises, or any Part thereof, transmissible to his, her, or their Executors or Administrators, unless he, she, or they, should attain the Age of Twenty-one Years, or die under that Age leaving Issue; and the said Testator directed, that all renewed Leases of the said Leasehold Rectory and Premises should be upon the same Trusts as were therein-before declared, respecting the same Premises, during the then subsisting Term therein; and the said Testator gave and bequeathed his Leasehold Messuage or Tenement, with the Appurtenances, in *Manchester Square* in the County of *Middlesex*, discharged with the Mortgage thereon, together with the Pictures, Prints, Drawings, Books, Linen, China, Household Goods and Furniture (except Plate) that should be therein at his Death, unto his said Wife, and her Assigns, during the joint Lives of her and his said Son *Henry Francis Mellish*; and in case his said Son *Henry Francis* should die in the Life-time of his said Wife, then the said Testator directed, that the said Leasehold, and other Premises, should be sold by his said Wife, or in case of her Death, by his other Executors, as soon as conveniently might be after the Death of his said Son *Henry Francis*, and that the clear Produce should be applied in and towards Payment of such of his Debts as should then remain unpaid, and the Surplus, if any, should fall into the Residuum of his Personal Estate; and the said Testator gave divers specifick and pecuniary Legacies to Persons in his said Will named; and after reciting or taking Notice that he had conveyed or executed Deeds, purporting to be Conveyances of several  
Parts

Parts of the aforesaid Estates, whereof his said Son *Henry Francis* was Tenant in Tail Mail, in Remainder to several Persons in Fee Simple, in Exchange for other Freehold Lands or Tenements which had been conveyed to him in Fee Simple, all which Exchanges were for the Benefit and Advantage of his Family; and that he had entered into Bonds for guaranteeing the Title of the Premises so conveyed by him in Exchange; and that it might happen that he might thereafter convey, or attempt to convey, other Parts of the said Estates so settled on his said Son *Henry Francis* in Remainder in like Manner, the said Testator declared it to be his earnest Desire and Request, that his said Son *Henry Francis* should and would, upon his attaining the Age of Twenty-one Years, do all Acts that should be necessary for completing and confirming the said several Exchanges so made and thereafter to be made by him as aforesaid; and he gave and devised all and singular the Lands, Tenements, and Hereditaments, which had been so conveyed to him in Fee Simple in Exchange as aforesaid, to such and the same Uses, and upon, under, and subject to the same Trusts, Powers, Provisoos, and Declarations, as he had therein-before limited, expressed, and declared, of and concerning his aforesaid Manor of *Hodsock*; and he gave and devised all the Rest and Residue of his Real and Personal Estate, of every Nature and Kind not therein-before disposed of, unto his Executors, and their Heirs, Executors, and Administrators, according to the Nature and Quality of the same Hereditaments and Premises respectively, in Trust to sell and dispose of the same with all convenient Speed, and convert the same into Money, and pay, apply, and dispose of the Monies thence arising, in the first Place, in, for, and towards the satisfying and discharging his Funeral and Testamentary Expences, and then his Debts, and such Legacies as he should give by any Codicil or Codicils; and if there should be any Surplus, the same to be applied in Manner therein mentioned; and the said Testator appointed his said Wife Sole Guardian of his infant Children during her Widowhood; and the said Testator appointed his said Wife, and the said *Stanhope Harvey* and *George Cooke Yarborough* Executors of his said Will: And whereas the said Testator duly made and published a Codicil to his said Will, dated the Twenty-fourth Day of December One thousand seven hundred and ninety-six, and after giving several Legacies to Persons therein named, gave to his Cousin Mrs. *Jane Twycross*, and her Assigns, for her Life, an Annuity of Forty Pounds, and to *Benjamin Johnson*, since deceased, an Annuity of Five Pounds, the said Annuities to be paid Half-yearly, free of all Taxes and Deductions whatsoever, on the Days therein mentioned, by his said Trustees, and to be raised by them under the Trusts of the aforesaid Term of Eleven hundred Years; and the said Testator did thereby direct that Nine hundred Pounds only, Part of the One thousand Pounds directed to be raised for the said *Charles Lane* as aforesaid, should be raised for him out of his said Estate at *Hodsock*, instead of the said Sum of One thousand Pounds; and that the Sum of One hundred Pounds, Residue of the said One thousand Pounds, should sink, and not be raised; and he did thereby authorize and empower his said Wife, at any Time if in her Judgement she should think fit, to pay and allow, and to direct her Co-Trustees of the aforesaid Term of Eleven hundred Years, out of the Rents and Profits of the Premises therein comprized, to join with her in paying and allowing unto his said Son *Joseph Charles Mellish*, from thenceforth, for his Life One Annuity, or yearly Sum of One hundred Pounds,

clear



clear of all Taxes and Deductions, to be paid into his own Hands, and not to his Assigns or Appointees, at such Times, and in such and the same Manner, as he had by his said Will directed an Annuity of Three hundred Pounds to be paid to him; and he empowered his said Wife, if she should think fit, to execute any Deed for settling the said additional Annuity upon his said Son, such Deed to be either with or without Power of Revocation by her, as she should think proper; and he did also empower his said Wife, at her Discretion, either prior to, or after his said Son, *Joseph Charles Mellish*, marrying with her Consent, by her Deed or Deeds, to settle and secure upon, or to, or in Trust for, any Woman or Women whom he, the said *Joseph Charles Mellish*, should marry, any Sum or Sums, not exceeding the yearly Sum of Two hundred Pounds, to commence from his said Son's Death, and to continue for the Life of such Woman; such annual Sum or Sums to be clear of all Taxes and Deductions whatsoever, and to be paid Half-yearly, upon the Days and Times therein mentioned; and the said Testator did also further authorize and empower his said Wife, at her Discretion, either prior to, or after his said Son *Joseph Charles's* Marriage, with her Consent, by her Deed or Deeds, to settle and secure any Sum or Sums of Money not exceeding the Sum of Five thousand Pounds, as and for the Portions or Portion of all and every, or any of the Children of his said Son *Joseph Charles Mellish*, to be paid and to vest at such Ages, Days, and Times, and to be subject to such Conditions and Restrictions, for the Benefit of the same Children, some or One of them, as his said Wife should appoint, and as should be expressed in such Deed or Deeds, with Maintenance after the Death of his said Son *Joseph Charles*, after the Rate of Four Pounds *per Centum per Annum*, on such Portions till payable; but in case there should not be any Son of his said Son *Joseph Charles*, who should attain the Age of Twenty-one Years, or any Daughter who should attain that Age, or marry, then the said Sum of Five thousand Pounds should sink and not be raised; and he directed that the Annuities to be settled by his said Wife for the Benefit of his said Son *Joseph Charles*, and any Wife he should marry, and the Portions and Maintenances for his Children, should be raised and paid by the Trustees of the said Term of Eleven hundred Years, under the Trusts thereof, in the same Way that any other Annuities or Monies were by his said Will authorized to be raised and paid; and the said Testator thereby appointed his Brother *William Mellish* Trustee of the said Term of Eleven hundred Years, and to be One of his Executors in the Place and Stead of the said *Stanhope Harvey*; and he gave to the said *William Mellish*, and to his said Wife, and the said *Saint Andrew Warde*, and their Executors, Administrators, and Assigns, all the Premises comprized in the said Term of Eleven hundred Years, to hold to them and their Executors, Administrators, and Assigns, for the same Term, upon such Trusts as were in and by his said Will and Codicil declared of the same Premises, always substituting the said *William Mellish* for the said *Stanhope Harvey*, but so as not to affect or interfere with the Trusts or Powers given by his said Will or Codicil to his said Wife solely; and he thereby gave to his Wife, and the said *George Cooke Yarborough* and *William Mellish*, their Heirs, Executors, Administrators, and Assigns, all such Real and Personal Estate as was by his said Will given to the said *Stanhope Harvey* and his said Wife, and the said *George Cooke Yarborough*, and their Heirs, Executors, Administrators, and Assigns, upon the Trusts therein mentioned, to hold

[*Loc. & Per.*]

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Charles Mellish died 30th December 1796, leaving Wife.

Anne Mellish of Age, and Eliza 20 Years.

Henry Francis Mellish of Age, and unmarried.

3d March 1798, Lease from Trinity College.

4th May 1798, Part of the Estates assigned for the said Term of 1000 Years, for securing 1000 l. paid to J. C. Mellish in Discharge of his Legacy.

the same unto and to the Use of his said Wife, and the said *George Cooke Yarborough* and *William Mellish*, and their Heirs, Executors, Administrators, and Assigns, upon such and the same Trusts, and to and for the same Ends, Intents, and Purposes, as he had in and by his said Will and Codicil declared respecting the same Real and Personal Estate; but always substituting the said *William Mellish* for the said *Stanhope Harvey*: And whereas the said Testator died on or about the Thirtieth Day of *December* One thousand seven hundred and ninety-six, without having revoked or altered his said Will in the Respects herein-before mentioned, otherwise than by his said Codicil, leaving the said *Judith Mellish* his Widow, and the said *Joseph Charles Mellish*, who had attained the Age of Twenty-one Years, as herein-before mentioned, and the said *Henry Francis Mellish*, the Heir at Law of him the said Testator, and the said *Anne Mellish* and *Eliza Mellish*, all Infants, under the Age of Twenty-one Years, him surviving, and the said Testator had not any Child born after making his said Will: And whereas the said *Judith Mellish*, *George Cooke Yarborough*, and *William Mellish* duly proved the said Will and Codicil in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Anne Mellish* hath attained the Age of Twenty-one Years, but the said *Eliza Mellish* is still an Infant, that is to say, of the Age of Twenty Years, or thereabouts: And whereas the said *Henry Francis Mellish* hath attained the Age of Twenty-one Years, but hath never been married: And whereas by an Indenture, dated the Third Day of *March* One thousand seven hundred and ninety-eight, the Reverend *Thomas Postlethwaite* Doctor in Divinity, Master of the College of the Holy and Undivided Trinity within the Town and University of *Cambridge*, of King *Henry* the Eighth's Foundation, and the Fellows and Scholars of the same College, did demise unto the said *Judith Mellish*, *George Cooke Yarborough*, and *William Mellish*, the Rectory or Parsonage and Church of *Blyth* in the County of *Nottingham*, with all the Rights, Members, and Appurtenances whatsoever to the late dissolved Priory of Monastery of *Blyth* in the County aforesaid belonging or appertaining, and also all and singular Tythes of Corn and Grain in the Town and Fields of *Sellingby*, *Houghton Moor*, and *Halls Field* in the Parish of *Bolton upon Dern*, (except and always reserved unto the said Master, Fellows, and Scholars, and their Successors, all great Trees and Timber, with Liberty to enter and fell the same, and also except the Advowson of the Vicarage of *Blyth* whensoever the same should happen, to be void,) to hold the same unto the said *Judith Mellish*, *George Cooke Yarborough*, and *William Mellish*, their Executors, Administrators, and Assigns, from the Feast Day of *Saint Michael* the Archangel Old Style, then last, for the Term of Twenty Years, in Trust to and for the several Uses, Intents, and Purposes mentioned, expressed, and declared, in and by the said Will of the said *Charles Mellish*, at and under the yearly Rent, and with, under, and subject to the Covenants and Agreements, in and by the said Indenture reserved and contained on the Part of the Tenant or Lessee to be paid, observed, and performed: And whereas by Indenture, dated the Fourth Day of *May* One thousand seven hundred and ninety-eight, and made between the said *Edward Hulse* (now *Sir Edward Hulse*) and *George Cooke Yarborough* of the First Part, the said *Joseph Charles Mellish* of the Second Part, and *Sir John Macnamara Hayes* Baronet, of the Third Part, in Consideration of One thousand Pounds to the said *Joseph Charles Mellish* paid by the said *Sir John Macnamara Hayes*, at the Request of the said *Edward Hulse* and *George Cooke Yarborough*, they the said *Edward Hulse*

*Hulse* and *George Cooke Yarborough* did assign several Pieces of Land therein particularly described, being Part of the Premises comprized in the aforesaid Term of One thousand Years, with the Appurtenances, unto the said Sir *John Macnamara Hayes*, his Executors, Administrators, and Assigns, for all the Remainder of that Term, subject to a Proviso for Redemption on Payment to the said Sir *John Macnamara Hayes*, his Executors, Administrators, or Assigns, of the Sum of One thousand Pounds and Interest, at the Time and Manner therein expressed: And whereas under and by virtue of an Indenture, dated the Twenty-third Day of *June* One thousand seven hundred and ninety-eight, and One other Indenture, dated the Fourth Day of *May* One thousand eight hundred and two, the Premises, so as aforesaid assigned to the said Sir *John Macnamara Hayes* in and by the said recited Indenture of the Fourth Day of *May* One thousand seven hundred and ninety-eight, for the Remainder of the said Term of One thousand Years for securing the Sum of One thousand Pounds and Interest as aforesaid, became vested in the said *Anne Mellish* for the Residue of that Term for securing to her the same Sum of One thousand Pounds and Interest thereon: And whereas by Indenture, dated the Twenty-third Day of *June* One thousand seven hundred and ninety-eight, and made between the said *Judith Mellish* of the First Part, the said *Joseph Charles Mellish* of the Second Part, *Caroline Ernestine Frederica Sophia* Baroness de *Stein*, and *Dieterich Philip Augustus* Baron de *Stein*, of the Third Part, the said Sir *John Macnamara Hayes* Baronet, and *Richard James Lawrence* and *Thomas Mellish*, Esquires, of the Fourth Part, (being the Settlement executed previously to the Marriage then intended,) and which was shortly afterwards solemnized between the said *Joseph Charles Mellish* and *Caroline Ernestine Frederica Sophia* Baroness de *Stein* (now his Wife), in Consideration of the said then intended Marriage, and for other Considerations, the said *Judith Mellish*, in Exercise of the Power so as aforesaid given her by the said Codicil of the said *Charles Mellish*, did, by that present Deed or Writing duly executed and attested, expressly direct and appoint, in case of the said *Joseph Charles Mellish* leaving a Widow, that the Trustees of the said Term of Eleven hundred Years, created by the said Will of the said *Charles Mellish* as aforesaid, should, upon the Decease of the said *Joseph Charles Mellish*, leaving the said *Caroline Ernestine Frederica Sophia* Baroness de *Stein*, or any other after-taken Wife, his Widow, by the Ways and Means and on the said Days and Times therein mentioned or referred to, raise and levy One annual Sum of Two hundred Pounds, clear of all Deductions, during the Life of such Widow, and pay the same unto the said Sir *John Macnamara Hayes*, *Richard James Lawrence*, and *Thomas Mellish*, or the Survivor or Survivors of them, and the Executors, Administrators, or Assigns of such Survivor, upon Trust for the said *Caroline Ernestine Frederica Sophia* Baroness de *Stein*, or any other Widow of the said *Joseph Charles Mellish*, as her Jointure and in lieu of Dower; and in case of there being any Child or Children of the said *Joseph Charles Mellish* by his then intended, or any future Marriage, or both, then that they the said Trustees of the same Term of Eleven hundred Years should, by the Ways and Means in the same Will mentioned, raise and levy the Sum of Five thousand Pounds for the Portion or Portions of such Child or Children, to be vested and payable on or at the usual Ages or Times; and also after the Decease of the said *Joseph Charles Mellish*, by the Ways and Means in the said Will mentioned, raise and levy, for the Maintenance

Further Assignments,  
dated 23d  
June 1798, and  
4th May 1802.

23d June  
1798. Settlement  
on the  
Marriage of  
J. C. Mellish.

and

14th May  
1805, Mrs.  
Mellish's Ap-  
pointment of  
a further An-  
nuity of 100l.  
to J. C. Mel-  
lish.

Bill in Chan-  
cery filed.

6th March  
1805, Decree.

and Education of the same Child or Children, such yearly Sum or Sums of Money as should be equal to Interest at the Rate of Four Pounds *per Centum per Annum* on such Portions till payable, and apply the same accordingly: And whereas by a Deed Poll, under the Hand and Seal of the said *Judith Mellish*, bearing Date the Fourteenth Day of *May* One thousand eight hundred and five, the said *Judith Mellish* directed and appointed, that the Trustees of the said Term of Eleven hundred Years should raise and levy One clear annual Sum of One hundred Pounds, during the Life of the said *Joseph Charles Mellish*, and pay the same unto him in such Manner as in the said Codicil was directed: And whereas, in or about Hilary Term One thousand eight hundred and five, the said *Judith Mellish*, *Saint Andrew Warde*, *William Gooch*, *Joseph Marris*, *Joseph Charles Mellish*, and the said Baroness de *Stein* his Wife, and *Amelia Caroline Mellish*, *Richard Charles Mellish*, and *Dieterich George Mellish* by the said *Joseph Charles Mellish* their Father and next Friends and the said Sir *John Macnamara Hayes*, *Thomas Mellish*, and *Jane Twycross*, Plaintiffs, filed their Bill in the High Court of Chancery against the said *William Mellish*, *Henry Francis Mellish*, *Sir Edward Hulse*, *George Cooke Yarborough*, *Anne Mellish*, *Eliza Mellish*, and *Charles Lane*, praying that the Will and Codicil of the said Testator *Charles Mellish* might be established, and that the Trusts thereof might be directed to be performed and carried into Execution, and that the usual Accounts for that Purpose might be taken: And whereas all the said Defendants in the said Cause put in their Answers to the said Bill: And whereas by a Decree or Decretal Order, made in the said Cause by his Honour the Master of the Rolls on the Sixth Day of *March* One thousand eight hundred and five, it was declared, that the said Will and Codicil of the said Testator *Charles Mellish* should be established, and the Trusts thereof performed and carried into Execution, and the same was decreed accordingly; and that the usual Accounts should be taken of the Personal Estate of the said Testator, and of the Debts, Funeral Expences, and Legacies and Annuities, given by his said Will and Codicil; and in taking such Accounts, the said Defendant *William Mellish* was to be at Liberty to stand in the Place of such of the Testator's Legatees, Annuityants, and Creditors, as he should have paid out of his own Monies; and it was ordered, that the said Testator's Personal Estate, not specifically bequeathed, should be applied, as far as it would extend, in Payment of his Funeral Expences and Debts, in a Course of Administration, and that the other proper Accounts should be taken; and it was further ordered, that the said Master should inquire and state what were the several Charges and Incumbrances, affecting the said Estates, comprized in the said Terms of One thousand Years, and Eleven hundred Years, (including the said Estates so purchased by the said Testator in Exchange as aforesaid,) and who were the Persons entitled thereto and interested therein, and whether such Charges and Incumbrances, including the said Testator's Debts, Legacies, and Annuities so far as the same remained unsatisfied, could be raised by Demise or Mortgage of the same Estates, under and by virtue of the said Terms of One thousand Years and Eleven hundred Years, or either of them; and by Consent of the said Defendant *Henry Francis Mellish*, it was ordered, that he should do and execute all such Acts and Deeds, at the Expence of the said Testator's Estates, as might be necessary for confirming the Conveyances made by the said Testator of the Lands given in Exchange, as mentioned in his Will; and it was further ordered, that the said Master should tax all

Parties

Parties their Costs of the Suit: And whereas Master *Simeon* (to whom the said Cause was referred) in pursuance of the said Decree made his general Report, bearing Date the First Day of *August* One thousand eight hundred and five, whereby he certified (amongst other Things) that he had proceeded to take the Accounts directed by the said Decree, and that he found that the said Estates, comprized in the said Terms of One thousand Years and Eleven hundred Years, including the said Estates so purchased by the said Testator in Exchange, were charged with Three Annuities, then payable thereout, amounting together to the Sum of Six hundred and Forty Pounds, and with One hundred and sixty Pounds a Year for the Maintenance of the Defendant *Eliza Mellish* until she should attain Twenty-one, and with the Payment of several principal Sums amounting together to Ten thousand nine hundred Pounds; and the said Master also certified, that he further found that the said Estates were also charged with the several Sums of Money amounting together to the Sum of Eleven thousand Pounds, and Two Annuities of Two hundred Pounds each, payable on the several Events in the Testator's Will mentioned; and the said Master also certified, that he further found that the several Charges upon the said Estates, including the Debts remaining unpaid, which were mentioned in the Third Schedule to his said Report, and the several Sums therein mentioned to be due to the said *William Mellish* and *Judith Mellish* respectively on the Accounts therein expressed, exclusive of the several contingent Charges upon the said Estates, amounted to the Sum of Thirty-four thousand five hundred and eighty-six Pounds Eight Shillings and Three-pence Farthing, the annual Interest whereof, together with the said Annuities of Six hundred and forty Pounds, made in the Whole the annual Sum of Two thousand three hundred and sixty-nine Pounds Six Shillings; and the said Master also certified, that the said Estates had been lately letten at improved Rents, which, together with the annual Produce of the said Timber and Underwoods, amounted to the Sum of One thousand six hundred and forty-six Pounds Seventeen Shillings and One Penny, or thereabouts; and the said Master also certified, that he further found that the said Sum of One thousand six hundred and forty-six Pounds Seventeen Shillings and One Penny or thereabouts was insufficient to pay the said Sum of Two thousand three hundred and sixty-nine Pounds Six Shillings by the Sum of Seven hundred and seventy-two Pounds Eight Shillings and Eleven-pence; and the said Master therefore found, that the said Sum of Thirty-four thousand five hundred and eighty-six Pounds Eight Shillings and Three-pence Farthing, the Amount of the several vested Charges or Incumbrances, and of the said Debts of the said Testator, could not be raised by Demise or Mortgage of the said Estates under and by virtue of the said Terms of One thousand Years and Eleven hundred Years, or either of them; and the Master further certified, that he had taxed and settled the several Bills of Costs therein mentioned at the several Sums therein stated: And whereas, by an Order made in the said Cause, bearing Date the Sixth Day of *December* One thousand eight hundred and five, the said Report was absolutely confirmed: And whereas, in consequence of the said Report, the said Plaintiffs in the said Cause did in *March* last present a Petition to the Right Honourable the Lord High Chancellor, praying that they and all Parties interested might be declared entitled by the Order of the Court to apply to Parliament for an Act to authorize the Sale of the Fee Simple and Incumbrance of the Estates comprized in the said several Terms of One thousand

1st August  
1805. Master's  
Report.

Report confirmed.

Petition to the Court of Chancery for Leave to apply to Parliament for an Act to authorize the Sale of the Fee Simple of the Estates.

Order thereon  
dated 22d  
March 1806.

Incumbrances  
on the Estates.

thousand Years and Eleven hundred Years, including the said Estates so purchased as aforesaid by the said Testator in Exchange, in such Manner and under such Regulations as to Parliament should seem meet, and that the said Cause might stand over as to all further Directions reserved by the said Decree, or that such other Order should be made as to his Lordship should seem meet: And whereas the Lord Chancellor made an Order upon the said Petition bearing Date the Twenty-second Day of *March* One thousand eight hundred and six, whereby it was declared, that the said Plaintiffs, and all Parties interested, might be at Liberty to apply to Parliament for an Act for the Purposes aforesaid according to the Prayer of the said Petition, and that the said Cause should stand over for further Directions, reserved by the said Decree, until such Act should be obtained: And whereas the Three Annuities referred to by the said Master's Report as charged upon the said Estates, comprized in the said Terms of One thousand Years and Eleven hundred Years, and amounting together to the Sum of Six hundred and forty Pounds, are the Annuity of Two hundred Pounds, Part of the said Annuity of Four hundred Pounds, by the said Indenture of the Fifth Day of *March* One thousand seven hundred and seventy-nine, secured and made payable to the said *Judith Mellish* during her Life as aforesaid, and the said Annuity of Three hundred Pounds by the said Will of the said *Charles Mellish* given to the said *Joseph Charles Mellish* during his Life as aforesaid, and the said Annuity of One hundred Pounds by the said *Judith Mellish* directed to be raised for the said *Joseph Charles Mellish* during his Life as aforesaid, and the said Annuity of Forty Pounds by the said Will given to the said *Jane Twycross* during her Life, as herein-before is mentioned: And whereas the Sum of Ten thousand nine hundred Pounds, in the said Master's Report mentioned to be charged on the said Estates is constituted by the said Sum of One thousand Pounds, provided for the said *Joseph Charles Mellish* under the Trusts of the said Term of One thousand Years, and the Directions for that Purpose contained in the said Will of the said *Charles Mellish* as aforesaid, and by the said Sum of Nine thousand Pounds, provided in like Manner for the said *Anne Mellish* and *Eliza Mellish*, and by the said Sum of Nine hundred Pounds by the said Testator given to the said *Charles Lane*, and which is raisable under the Trusts of the said Term of One thousand Years, and the said Sum of Ten thousand nine hundred Pounds is included in the aforesaid Sum of Thirty-four thousand five hundred and eighty-six Pounds Eight Shillings and Three pence Farthing, the Deficiency herein-before mentioned: And whereas the Two contingent Annuities of Two hundred Pounds each, in the said Report mentioned to be charged on the said Estates, are the Annuity of Two hundred Pounds by the said Will of the said *Charles Mellish* provided for the said *Judith Mellish* during her Life in case she shall marry again, and the Annuity of Two hundred Pounds by the said *Judith Mellish* directed to be raised for the Widow (if any) of the said *Joseph Charles Mellish* during her Life, as herein-before is mentioned and recited: And whereas the Sum of Eleven thousand Pounds, in the said Report mentioned to be payable on the several Events in the said Will of the said *Charles Mellish* mentioned, consists of the Sum of One thousand Pounds to which the said *Anne Mellish* and *Eliza Mellish* will become entitled in equal Shares in case they both become entitled to the aforesaid Sum of Nine thousand Pounds as aforesaid, and also consists of the said Sum of Five thousand Pounds by the said Will directed to be raised for the said *Joseph Charles Mellish*

*Mellish* in the Event of the said *Henry Francis Mellish* dying in his Life-time without Issue Male, and of the said Sum of Five thousand Pounds by the said *Judith Mellish* directed to be raised for the Children of the said *Joseph Charles Mellish*, as herein-before is mentioned and recited: And whereas the said *William Mellish*, the acting Executor of the said *Charles Mellish*, hath now, under the Trusts of the said Will of the said *Charles Mellish*, a Sum of Money in Hand applicable to the Renewal of the subsisting Lease of the said Rectory and Tythes, and a Treaty hath been set on Foot for Renewal of the same accordingly: And whereas the old Family Seat and Estate of the said *Charles Mellish* and his Ancestors at *Blyth* in the said County of *Nottingham*, which lay contiguous to the said Manors and other Hereditaments comprized in the said Term of Eleven hundred Years, having been lately sold, it is no longer an Object of Importance to the said Family to retain any Part of the said Manors and other Hereditaments, and the Whole thereof will sell to great Advantage: And whereas such of the Tythes comprized in the said Indenture of Lease of the Third Day of *March* One thousand seven hundred and ninety-eight, as are by the said Will of the said *Charles Mellish* directed to go along with the said Manors and other Hereditaments comprized in the said Term of Eleven hundred Years, issue out of or arise from the said Manors and other Hereditaments comprized in that Term, and also out of and from the Estates of Strangers, and the same would sell to great Advantage if they were sold, as well as the said Manors and other Hereditaments comprized in the said Term of Eleven hundred Years: And whereas, for the Reasons before mentioned, it would be for the Benefit of the several Persons interested in the said settled Estates and Tythes if the same were sold, and the clear Monies arising from such Sales (except from the Sale of the Tythes), and also the clear Monies arising by Sale of the aforesaid Leasehold Mansion House and Premises in *Manchester Square*, and the Furniture, and other Chattels personal, bequeathed therewith by the Will of the said *Charles Mellish* in case of the Death of the said *Henry Francis Mellish* in the Life-time of the said *Judith Mellish* were applied, under the Direction of the Court of Chancery, in satisfying and discharging and providing for the Incumbrances and Debts remaining unpaid as aforesaid, and the aforesaid Legacies, and if the Residue of such Monies, together with the Monies arising by Sale of the said Tythes, were laid out, under the Direction of the said Court of Chancery, in the Purchase of other Estates, to be settled to the subsisting Uses of the said Will and Codicil of the said *Charles Mellish*; but, by Reason of the Limitations contained in the said Will and Codicil of the said *Charles Mellish*, those Objects cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Judith Mellish* on Behalf of herself and her said infant Daughter *Eliza Mellish*, the said *Henry Francis Mellish* and the said *Anne Mellish*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual, and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Manor of *Hodsock*, and all and singular the Freehold Manors, Messuages, Farms, Lands, Tenements, and other Hereditaments, particularly described in the Schedule to this Act, situate, lying, and being in the said County of *Nottingham*, (being the Manors and other Hereditaments including the said Estates so purchased in Exchange as aforesaid, devised, or intended to be devised by the

Money applicable to the Renewal of the College Lease.

Reasons for the Application to Parliament.

Enacts that the Estates be vested in Trustees.

the

the said Will of the said *Charles Mellish* deceased, as herein-before is mentioned and recited,) together with all and singular Houses, Outhouses, Edifices, Buildings, Gardens, Ways, Paths, Passages, Easements, Waters, Watercourses, Commons, Common of Pasture, Woods, Trees, Timber, and Underwoods, and the Ground and Soil of the same, Rights, Royalties, Liberties, Privileges, Franchises, Members, and Appurtenances whatsoever to the said Manors and other Hereditaments belonging, or in anywise appertaining, or with the same, or any of them, now or at any Time heretofore, demised, leased, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member of them, or any of them, or appurtenant thereunto, shall, from and after the passing of this Act, be and the same are hereby vested in *William Mellish* of *Bush Hill* in the County of *Middlesex* Esquire, and *Thomas Mellish* of *Lincoln's Inn* in the same County Esquire, their Heirs and Assigns, to the Use of them the said *William Mellish* and *Thomas Mellish*, their Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated, and discharged of, from, and against all and singular the Uses, Estates, Intails, Remainders, Limitations, Trusts, Powers, Provisoos, Agreements, and Declarations, in and by the several herein-before in Part recited Indentures of the Fourth and Fifth Days of *March* One thousand seven hundred and seventy-nine, and the Twenty-eighth Day of *June* One thousand seven hundred and eighty-eight, and the said Will and Codicil of the said *Charles Mellish*, and the several herein-before in Part recited Indentures of the Fourth Day of *May* One thousand seven hundred and ninety-eight, the Twenty-third Day of *June* One thousand seven hundred and ninety-eight, the Fourth Day of *May* One thousand eight hundred and two, and the Fourteenth Day of *March* One thousand eight hundred and five, respectively limited, expressed, or declared of or concerning the same, but nevertheless upon the Trusts, and for the Intents and Purposes herein-after expressed or declared of or concerning the same, that it is to say, upon Trust that they the said *William Mellish* and *Thomas Mellish*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, with all convenient Speed after the passing of this Act, of their or his own proper Authority, absolutely sell and dispose of the said Manors and other Hereditaments, either altogether or in Parcels, by publick Auction or private Contract, to any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, as or for the most Money or best Price or Prices that can or may be reasonably had or gotten for the same, and upon Payment in Manner herein-after mentioned, of the Purchase Money for which the said Manors and other Hereditaments, or any of them, or any Part thereof, shall be so sold, into the Bank of England in Manner herein-after directed, do and shall convey and assure the same Manors and other Hereditaments, on such Parts thereof as shall be so sold, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, or as he or they shall direct or appoint.

Upon Trust to be sold.

Part of the Tythes comprized in the College Lease vested in Trust to be sold.

II. And be it further enacted, That it shall and may be lawful and lawful for the said *William Mellish* and *Thomas Mellish*, and the Survivor of them, and the Executors or Administrators of such Survivor, of their or his own proper Authority, and they and he are and is hereby authorized, with all convenient Speed, after the subsisting death of the said *Charles Mellish* and *Thomas Mellish* shall be renewed, as herein-after is mentioned, or after it shall

be



be found impracticable to renew the same, absolutely to sell or dispose of such Part of the said Rectory and Tythes, as by the said Will was directed to go along with the Manors and other Hereditaments hereby vested as aforesaid, or to join and concur with the said *Henry Francis Mellish*, his Executors, Administrators, or Assigns, in the Sale of the said Rectory and Tythes for the Remainder then to come of the said subsisting Lease, or of the renewed Term (as the Case may be), either altogether or in Parcels, and either by publick Auction or private Contract, to any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, at or for the most Money or best Price or Prices that can or may be reasonably had or gotten for the same; and upon Payment of the Purchase Money for the same, or such Part thereof as shall be payable to the Trustee or Trustees of this Act, into the Bank of *England* in Manner herein-after mentioned, the Person or Persons in whose Name or Names the said renewed Lease shall be taken, or in whom the said subsisting Lease shall be then vested (as the Case may be), shall assign the same unto the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, and Assigns, or as he or they shall direct or appoint.

III. And be it further enacted, That the said *William Mellish*, his Executors or Administrators, do and shall, immediately upon or after the passing of this Act, use his or their Endeavours to procure a Renewal of the said subsisting Lease of the said Rectory and Tythes, for a new or further Term of Years, and do and shall, by and out of the Money now in the Hands of the said *William Mellish*, which is applicable to that Purpose as herein-before is mentioned, pay the Fine, Fees, and Expences, attending such Renewal.

The subsisting Lease from the College to be renewed.

IV. And be it further enacted, That all and every the Sum and Sums of Money, which shall arise from Sales to be made in pursuance of this Act, shall be paid by the Person or Persons to whom such Sales shall be made into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* the Purchasers of the Estates of *Charles Mellish* Esquire, deceased, pursuant to the Method prescribed by the Act of Parliament of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the general Orders of the said Court; and without Fee or Reward, according to the Directions of the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth; and also that in case it shall be found impracticable to renew the subsisting Lease of the said Rectory and Tythes, then the said *William Mellish*, his Executors or Administrators, shall pay One equal Moiety of all the Monies now in his Hands, applicable to the Purposes of Renewal as aforesaid, (after deducting out of such Monies the Costs incurred or to be incurred in endeavouring to obtain a Renewal of the said subsisting Lease,) in like Manner into the Bank, in the Name and with the Privity of the said Accountant General, to be placed to his Account there *ex parte*, and in Manner aforesaid; and the Monies arising from the Sale of the said Tythes hereby authorized to be sold, or the said Monies so to be paid by the said *William Mellish*, his Executors or Administrators, shall be distinguished from the other Monies to be paid into the said Bank of *England* under the Authority of this Act.

The Monies to arise by the Sales to be paid into the Bank.

Purchasers not answerable for the Misapplication or Non-application of Purchase Monies.

V. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by the Purchaser or Purchasers of the Manors, and other Hereditaments and Tythes hereby authorized to be sold, of his, her, or their Purchase Monies respectively, or by the said *William Mellish*, his Executors or Administrators, of the Monies aforesaid, or by any other Person or Persons of any other Monies by this Act directed to be paid into the Bank, shall from Time to Time be and be deemed to be good and effectual Discharges to such Purchaser or Purchasers, and other Person or Persons; and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for the Monies aforesaid, or so much thereof as in such Certificates and Receipts shall respectively be expressed and acknowledged to be received; and, after filing such Certificates and Receipts as herein-before is mentioned, such Purchaser or Purchasers, or other Person or Persons, shall not be answerable or accountable for any Loss, Misapplication, or Non-application, or be in anywise bound or concerned to see to the Application of the Money therein expressed or acknowledged to be received.

Part of the Monies to arise from the Sale of the Freehold Estates to be applied under the Direction of the Court of Chancery, and the Residue to be invested in the Purchase of other Estates.

VI. And be it further enacted, That the Monies which shall be paid into the Bank, by virtue of this present Act in respect of the Sale of the said Freehold Estates, shall and may, under the Orders and Directions of the said Court of Chancery to be made in the aforesaid Cause, be applied and disposed of for the Purposes herein-after mentioned, (that is to say,) in paying and discharging all the Costs, Charges, and Expences (to be taxed and settled in the said Cause) preparatory to, and in soliciting, applying for, and obtaining and passing this Act, or which may be incurred incident or relative thereto, and of making and completing the Sales herein-before directed to be made as aforesaid, or otherwise to be occasioned by carrying the Trusts of this Act into Execution, and also the Costs already taxed and settled and reported due as aforesaid, and all the Costs to be taxed and settled as aforesaid, which since the last Taxation have been, and that shall be incurred in the said Cause, and which ought to be paid out of the Estate of the said Testator *Charles Mellish*; and after Payment of such Costs, Charges, and Expences, then in Payment of the said Sum of Thirty-four thousand five hundred and eighty-six Pounds Eight Shillings and Three-pence Farthing, so reported due in the said Cause as aforesaid, and of any other specialty or simple contract Debts of the said Testator *Charles Mellish* which may now remain due; and the Interest which shall be then due and owing on such of them (if any) as carry Interest, and the subsequent Interest on the said Sum of Thirty-four thousand five hundred and eighty-six Pounds Eight Shillings and Three-pence Farthing, or such Part thereof as carries Interest, and after Payment thereof, then in satisfying and discharging all and singular such of the contingent Legacies herein-before and in the said Master's Report mentioned (if any) as shall become vested previously to such Purchases of Real Estate being made as herein-after are mentioned, and the Interest (if any) which shall be due thereon, at such Times and in such Manner as the said Court of Chancery shall direct; and if the Sum of One thousand Pounds, to which the said *Anne Mellish* and *Eliza Mellish* are now presumptively entitled under the said Will of the said *Charles Mellish*,

*Mellish*, in Augmentation of their said Portions of Nine thousand Pounds, shall not then be vested, and both of them the said *Anne Mellish* and *Eliza Mellish* shall then be living, then the Sum of One thousand Pounds shall be levied and raised, or appropriated and set apart, out of the Monies aforesaid, and shall be subjected to the Trusts herein-after expressed or declared concerning the same, and the Residue of the Monies so to be paid into the Bank, in respect of the said Real Estates as aforesaid, shall, upon a Petition to be preferred to the Court of Chancery in a summary Way, by the Person or Persons who would for the Time being, in case this Act had not been made, have been in Possession of or beneficially entitled to the Rents and Profits of the said Manors, and other Hereditaments hereby directed to be sold as aforesaid, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians respectively, be laid out in the Purchase of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments, (with any Copyhold Tenements convenient to be held and enjoyed therewith,) of a clear Estate of Inheritance in Fee Simple in Possession, free from Incumbrances, except Quir or Chief Rents, and Copyhold Rents and Services, and the Manors, Messuages, Lands, Tenements, and Hereditaments, so to be purchased, shall be conveyed, surrendered, and assured, to, for, and upon, and under and subject to such and so many of the Uses, Trusts, Charges, Powers, Provisoes, Agreements, and Declarations, limited, expressed, declared, or contained, of or concerning the Freehold Manors, and other Hereditaments hereby authorized to be sold as aforesaid, in and by the said Indenture of the Fifth Day of *March* One thousand seven hundred and seventy-nine, the said Will and Codicil of the said *Charles Mellish*, and the said recited Indentures of the Twenty-third Day of *June* One thousand seven hundred and ninety-eight, and the Fourteenth Day of *May* One thousand eight hundred and five respectively, as shall be then subsisting undetermined or capable of taking Effect, or as near thereto as the Nature and Quality of the Estates so to be purchased will admit of.

VII. And be it further enacted, That the Monies to be produced by Sale of such Part of the said Leasehold Rectory and Tythes as is herein-before authorized to be sold, and the Monies, if any, which shall be paid into the Bank by the said *William Mellish*, his Executors or Administrators as aforesaid, shall, upon Petition to be preferred to the Court of Chancery in a summary Way, by the Person or Persons who would for the Time being, in case this Act had not been made, have been in Possession of or beneficially entitled to the Rents and Profits of the said Part of the said Leasehold Rectory and Tythes, but if such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians respectively, be laid out in the Purchase of Leasehold Manors, Messuages, Lands, Tenements, or Hereditaments, holden for a Term not less than ninety-nine Years absolute in Possession, free from Incumbrances, except the reserved Rent; and that the Leasehold Premises so to be purchased shall be conveyed and assured upon, and under and subject to such and so many of the Trusts, Intents, and Purposes, in and by the said Will of the said *Charles Mellish* expressed and declared, of and concerning the said Part of the said Leasehold Rectory and Tythes hereby authorized to be sold as aforesaid, as shall be then existing undetermined and capable of taking Effect.

Application  
of the Money  
to arise from  
the Sale of the  
Tythes.

VIII. And

Part of the Money unapplied by the Court of Chancery to be laid out in Bank Annuities, and the Residue in Navy Bills, &c. and invested in the Purchase of other Estates.

VIII. And be it further enacted, That the Residue and Surplus of the Monies so to be paid into the Bank, in the Name of the said Accountant General in Manner herein-before directed, which shall remain after Payment of the Costs and Expences, Debts, Legacies, and Interest, so to be ordered by the said Court of Chancery to be paid as aforesaid; shall in the mean Time, and until the same Residue and Surplus shall be invested in the Purchase of Lands, Tenements, and Hereditaments as aforesaid, be applied and disposed of in the Manner following, (that is to say), a sufficient Part or sufficient Parts of such Residue and Surplus shall be laid out by the said Accountant General, in his Name, in the Purchase of so much Three Pounds *per Centum* Consolidated Bank Annuities as shall produce an Income equal to the Amount of the aforesaid several vested Annuities of Two hundred Pounds, Three hundred Pounds, One hundred Pounds, and Forty Pounds; and in case and as and when the said several contingent Annuities of Two hundred Pounds and Two hundred Pounds, or either of them, shall become vested, then and in such Case a further sufficient Part or sufficient Parts of the said Residue and Surplus shall also be laid out by the said Accountant General, in his Name, in the Purchase of so much Three Pounds *per Centum* Consolidated Bank Annuities, as shall produce an Income equal to the Amount of the said contingent Annuities, or such of them as shall for the Time being have become vested; or the said Accountant General shall or may, in case and as and when the said contingent Annuities shall respectively become vested, sell a sufficient Part of the Navy or Victualling Bills, or Exchequer Bills, herein-after directed to be purchased, in order to raise Monies sufficient to purchase, and shall with such Monies accordingly purchase so much Three Pounds *per Centum* Consolidated Bank Annuities as shall be sufficient to answer the said contingent Annuities so respectively becoming vested, and the ultimate Residue which shall remain of the aforesaid Residue and Surplus of the Monies so to be paid into the Bank as aforesaid, after laying out a sufficient Part or Parts thereof to answer such of the aforesaid Annuities as shall for the Time being be vested, shall in the mean Time, and until the same Monies shall be invested in the Purchase of Lands, Tenements, and Hereditaments as aforesaid, be from Time to Time, together with the Monies to arise by Sale of the said Part of the said Leasehold Rectory and Tythes hereby authorized to be sold, laid out by the said Accountant General in the Purchase of Navy or Victualling Bills, or Exchequer Bills, in his Name, in Trust in the said Cause *‘ Mellish against Mellish,’* and the Interest arising from the Money so laid out in the said Navy or Victualling Bills, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in the Name of the said Accountant General, in the Purchase of other Navy or Victualling Bills, or Exchequer Bills; all which Navy and Victualling Bills, and Exchequer Bills, shall be deposited in the Bank, in the Name of the said Accountant General in Trust as aforesaid, and (except what shall be sold for purchasing Bank Annuities as aforesaid) shall there remain; and the said Three Pounds *per Centum* Consolidated Bank Annuities, so to be purchased as aforesaid, shall also remain in the Name of the said Accountant General until the same Bills and Bank Annuities respectively shall, upon Petition to be preferred to the Court of Chancery in a Summary Way, by or on Behalf of the Person or Persons for the Time being entitled to the Freehold or Inheritance, or Possession of the Hereditaments

ditaments and Premises hereby authorized to be purchased, be ordered to be sold by the Accountant General, for the completing the Purchase of any such Hereditaments and Premises, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy or Victualling Bills, or Exchequer Bills (except as aforesaid), or of such Three Pounds *per Centum* Consolidated Bank Annuities, which shall have been purchased as aforesaid, shall exceed the Amount of the original Purchase Money so laid out as aforesaid; then and in that Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representative of such Person or Persons.

IX. And it is hereby further enacted, That in the mean Time, and until the said Bank Annuities shall be sold in pursuance of this Act, the said several vested Annuities of Two hundred Pounds, Three hundred Pounds, One hundred Pounds, and Forty Pounds; and the said several contingent Annuities of Two hundred Pounds, and Two hundred Pounds, in case the same, or either of them, shall become vested; shall, as and when the same respectively shall become due and payable, from Time to Time be paid by the said Accountant General, by and out of the Interest to be produced by or from the said Bank Annuities so to be purchased as aforesaid, any Thing herein contained to the contrary thereof in anywise notwithstanding; and in case any of the said vested and contingent Annuities; to answer which any Bank Annuities shall have been purchased as aforesaid, shall cease by the Deaths of the Annuitants before the said Bank Annuities shall be sold out in pursuance of this Act for the Purchase of Estates as aforesaid, then the Bank Annuities purchased to answer such of the said vested and contingent Annuities as shall from Time to Time cease as aforesaid shall from Time to Time be sold by the said Accountant General, and the Money arising by Sale thereof shall be invested by him in or upon Navy or Victualling Bills, or Exchequer Bills, to be from Time to Time renewed and deposited in the Bank, in the Name of the said Accountant General, in Manner herein-before mentioned and in Trust as aforesaid, and the Interest arising in respect thereof shall be invested in like Manner, and the said last-mentioned Navy or Victualling Bills, or Exchequer Bills, shall be disposed of in the same Manner, and for the same Purposes, as the Bank Annuities, to be sold out as last aforesaid, would have been subject and liable to be disposed of in pursuance of this Act in case the same had not been so sold out: Provided always, that it shall be lawful for the Court of Chancery, if that Court shall think fit, to make Orders from Time to Time in the aforesaid Cause, for the Payment of the aforesaid Costs and Charges, Debts and Legacies, and Interest; herein-before directed to be paid out of the Monies so to be paid into the Bank as aforesaid, and for taxing the Costs, Charges, and Expences; herein-before directed to be taxed, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Residue and Surplus of the said Monies out of the Bank, and investing such Monies in new Purchases as aforesaid, and for Payment of all such Costs, Charges, and Expences, out of the Monies so paid into the Bank, or out of the Monies arising by Sale of the Navy or Victualling Bills, or Exchequer Bills, or Bank Annuities, so

Annuities in the mean Time to be paid out of the Interest of the Bank Annuities.

The Court of Chancery empowered to make the requisite Orders.

to be purchased as aforesaid, and to make such further or other Orders in the said Cause as to the said Court shall seem just.

Application of  
the Rents till  
Sale.

X. And be it further enacted, That in the mean Time, and until such Sales shall be made as aforesaid of the Manors and other Hereditaments hereby authorized to be sold, they the said *William Mellish* and *Thomas Mellish*, and the Survivor of them, his Heirs, Executors, Administrators, and Assigns, shall permit and suffer the Rents and Profits of the said Manors, and other Hereditaments, to be had, received, and taken by such Person or Persons as would have respectively been entitled to, and ought to have had received and enjoyed the same, in case this Act had not been made; and the Rents of the said Manors, and other Hereditaments, or such of them as shall for the Time being remain unfold, shall be and be deemed the primary Fund for Payment of the said several vested Annuities of Two hundred Pounds, Three hundred Pounds, One hundred Pounds, and Forty Pounds, and the said several contingent Annuities of Two hundred Pounds, and Two hundred Pounds respectively; and that the Interest of the aforesaid Bank Annuities so to be purchased as aforesaid shall be and be deemed the secondary or auxiliary Fund only for Payment of the same Annuities respectively.

If, after raising sufficient Money, any Part of the Estates shall remain unfold, the same with Consent to be settled to the former Uses.

XI. Provided always, and be it further enacted, That if, from and after the Costs, Charges, and Expences, Debts and vested Legacies, and Interest, and the aforesaid Sum of One thousand Pounds herein-before directed to be raised by virtue of or under the Powers of this Act shall be paid and discharged, any Part of the said Manors, and other Hereditaments, hereby authorized to be sold, shall remain unfold, and the said *Judith Mellish*, or after her Death or Second Marriage, which shall first happen, the said *Henry Francis Mellish*, or after his Death, any Person then being of the Age of Twenty-one Years or upwards, and who, if this Act had not been made and passed, would for the Time being be entitled to an Estate Tail in Possession, or to the Fee Simple and Inheritance in Possession of and in the Manors, and other Hereditaments hereby vested and settled as aforesaid, and to an absolute and transmissible Interest in the said Leasehold Premises hereby authorized to be sold, shall, at any Time before the Residue remaining unfold as aforesaid of the same Manors, and other Hereditaments and Premises, shall be actually sold, or contracted to be sold in pursuance of this Act, be minded and desirous that the same Residue, or any Part thereof, so remaining unfold shall not be sold, and shall signify such her, his, or their Mind or Desire, by any Writing under her, his, or their Hand or Hands, to the Trustees or Trustee for the Time being for carrying this Act into Execution, then and in such Case all the Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations, herein-before expressed or declared and contained, for Sale of the said Manors, and other Hereditaments and Premises, shall, as to such Parts of the said Manors, and other Hereditaments and Premises, as shall remain unfold, and which shall be specified in such Writing as aforesaid, absolutely cease and determine, and the Hereditaments and Premises so remaining unfold, and specified in such Writing as aforesaid, shall thereupon, with all convenient Speed, be conveyed by the Trustees or Trustee for the Time being of this Act to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, upon, and for, with, under, and

and subject to, which, in case this Act had not been passed, the same Hereditaments and Premises would have remained or stood settled under and by virtue of the said Indenture of the Fifth Day of *March* One thousand seven hundred and seventy-nine, and the said Will and Codicil of the said *Charles Mellish*, and the aforesaid several recited Indentures of the Twenty-third Day of *June* One thousand seven hundred and ninety-eight, and the Fourteenth Day of *May* One thousand eight hundred and five respectively: And, in order to give the said *Judith Mellish* and *Henry Francis Mellish*, and other the Person or Persons for the Time being entitled in Possession as aforesaid, the full Benefit and Advantage of this present Clause, be it further enacted, That while any Part of the Freehold Manors, and other Hereditaments hereby authorized to be sold, shall remain unsold, no Part of the aforesaid Tythes, which issue out of or arise from such Part as last aforesaid of the said Manors, and other Hereditaments, shall be sold by virtue of this Act.

If any Part of the Estates remain unsold, the Tythes thereof not to be sold.

XII. And be it further enacted, That the Sum of One thousand Pounds, herein-before directed to be raised, shall remain in the Bank, in the Name and with the Privity of the Accountant General, to the Credit of the said Cause, and to the Account of the said *Anne Mellish* and *Eliza Mellish*, and shall remain invested in or upon Navy or Victualling Bills, or Exchequer Bills, to be from Time to Time renewed and deposited in the Bank, in the Name of the Accountant General, in Manner herein-before mentioned, and the Interest arising in respect thereof shall be laid out in like Manner; and in case both of them, the said *Anne Mellish* and *Eliza Mellish*, shall become entitled to the said Sum of Nine thousand Pounds under or by virtue of the said Will of the said *Charles Mellish*, then the said Sum of One thousand Pounds, or the Bills wherein the same shall have been laid out, shall, upon a Petition to be preferred to the Court of Chancery in a summary Way, be assigned or transferred unto the said *Anne Mellish* and *Eliza Mellish* in equal Shares, their respective Executors, Administrators, or Assigns; and in case the said *Anne Mellish* and *Eliza Mellish* should not become entitled thereto, then the same shall be disposed of as herein-after is mentioned.

Appropriation of 1000l. to answer the like Legacy given to *Anne* and *Eliza Mellish* in case they both attain the Age of 21 Years.

XIII. And be it further enacted, That in case the said *Henry Francis Mellish* shall depart this Life in the Life-time of the said *Judith Mellish*, then the clear Monies to arise by Sale of the Leasehold Messuage or Tenement in *Manchester Square*, with the Appurtenances, and the Pictures, Prints, Drawings, Books, Linen, China, Household Goods, and Furniture, directed to be sold in that Event, by the said Will of the said *Charles Mellish* as herein-before is mentioned, and also the aforesaid Sum of One thousand Pounds herein-before directed to be raised or appropriated as aforesaid, or the Monies to be produced by the Bills wherein the same shall have been laid out, in case the same shall not become vested in the said *Anne Mellish* and *Eliza Mellish* as aforesaid, shall be laid out in the Purchase of Estates, in such or the like Manner to all Intents and Purposes, as the Monies first herein-before authorized to be laid out in the Purchase of Estates are directed to be laid out accordingly, and the said Estates, so to be purchased as last aforesaid, shall be settled to the Uses to which the Estates first herein-before authorized to be purchased are directed to be settled; and in the mean Time, and until the Monies to arise by such Sale as last aforesaid shall be invested in the Purchase of Estates,

The same, in case it shall not become payable, and the Money to arise from the Sale of the *Manchester Square House*, &c. to be laid out in the Purchase of other Estate.

Estates, the same shall be paid into the Bank in Manner aforesaid, by the Trustee or Trustees authorized by the said Will of the said *Charles Mellish* to make such Sale, when and so soon as such Monies shall be received, and be, together with the Interest arising therefrom, laid out in the Name of the said Accountant General, in the Purchase of Navy or Victualling Bills, or Exchequer Bills, to be from Time to Time renewed and deposited in the Bank, in the Name of the said Accountant General, in Manner herein-before mentioned; and the said last mentioned Bills, together with the Bills purchased with the aforesaid Sum of One thousand Pounds, and the Interest thereof, shall be disposed of in like Manner as the Bills first herein-before directed to be purchased are to be disposed of.

Power of Ap-  
pointment of  
new Trustees.

XIV. Provided always, and be it further enacted, That if both or either of them the said *William Mellish* and *Thomas Mellish*, or any future Trustee or Trustees, who shall succeed to them, or either of them, or shall be appointed in the Stead or Place of them, or either of them, as herein-after is mentioned, shall die, or desire to relinquish the Trusts hereby in them or him reposed, or shall refuse or decline to act, or become incapable to act in the said Trusts, or shall go out of *Great Britain* before the said Trusts shall be fully performed and executed, then and in every or any such Case, it shall be lawful for the High Court of Chancery, upon Petition in a summary Way by the Person or Persons who for the Time being would be beneficially entitled in Possession and first in Remainder, according to the Uses limited by the said Will of the said *Charles Mellish*, to the Hereditaments and Premises hereby made saleable; or if such Person or Persons shall be an Infant or Infants, then by his, her, or their Guardian or Guardians, from Time to Time to make an Order for substituting and appointing any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or going out of *Great Britain*, or refusing, declining, or becoming incapable to act as aforesaid; and that when and so soon and as often as any such Order for appointing a new Trustee or Trustees shall be made as aforesaid, all the Estates and Premises which shall then be invested in the Trustee or Trustees so dying or desirous of being discharged, or refusing, declining, or becoming incapable to act, or going out of *Great Britain* as aforesaid, either solely or jointly with the other Trustee, shall thereupon, with all convenient Speed, be conveyed and transferred in such Sort and Manner, and so that the same Estates and Premises shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees thereof; and such new or other Trustee or Trustees, or if there shall be no continuing Trustee or Trustees, then in such new Trustee or Trustees only, upon the same Trusts, and for the same Intents and Purposes as are herein-before declared, of and concerning the same Estates and Premises, or such of them as shall or may be then subsisting or capable of taking Effect; and that every such new Trustee shall and may in all Things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he had been originally by this Act nominated a Trustee for the Purposes aforesaid.

Indemnity to  
Trustees.

XV. And be it further enacted, That the said *William Mellish* and *Thomas Mellish*, and such other Trustee or Trustees to be appointed as aforesaid,



aforesaid, shall not, nor shall any of them, nor the Heirs, Executors, or Administrators of them, or any of them, be chargeable with or answerable for any Money, to be received by virtue of the Trusts hereby in them reposed, any otherwise than each Person for such Sum or Sums of Money as he or they may or shall actually receive; and that none of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other or others of them, and that they shall not, nor shall any of them, or the Heirs, Executors, or Administrators of any of them, be answerable or accountable for any Loss which shall or may happen in the Execution of the aforesaid Trusts, or in relation thereunto unless the same shall happen by or through their or his wilful Default respectively.

XVI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Judith Mellish* and the said *Henry Francis Mellish*, and his First and other Sons, and the Heirs Male of, his and their Body and respective Bodies issuing, and the said *Anne Mellish* and *Eliza Mellish*, and the Heirs of their respective Bodies issuing, and the right Heirs of the said *Charles Mellish* deceased, and all and every other Person and Persons claiming or to claim any Estate, Use, Trust, Interest, or Benefit, of, in, to, or out of the said Manors, and other Hereditaments and Tythes, hereby authorized to be sold as aforesaid, by virtue of or under the said herein-before in Part recited Deeds or Instruments, and Will and Codicil, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the same Manors, Hereditaments, and Premises, and every or any Part thereof, as they, every, or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed; in case this Act had not been passed.

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

A Copy of this Act printed by the King's Printer to be Evidence.

## The SCHEDULE referred to by the foregoing Act.

The Manors or Lordships, or reputed Manors or Lordships of Hodsock, Goldthorpe, Discar, and Costrop, in the County of Nottingham, and all Manerial Rights and Privileges whatsoever, in and over the Forest Lands in Carlton in the same County, in the Occupation of William Raddish, John Coupe, and the Devisees of the Testator Charles Mellish Esquire, deceased.

	Quantity.			Yearly Rent.		
	A.	R.	P.	£.	s.	d.
A Messuage or Tenement and Buildings, Three Cottages and Gardens, and a Farm, called Hodsock Hall Farm, consisting of Forty-two Pieces or Parcels of Arable, Meadow, and Pasture Land in the Township of Hodsock, in the Parish of Blyth in the County of Nottingham, in the Occupation of Judith Mellish —	767	2	13	506	18	0
A Close of Meadow or Pasture, called Wood House Meadow, in Hodsock aforesaid, in the Occupation of George Bingley —	5	1	0	6	10	0
A Messuage or Tenement, and Buildings, Gardens, and a Farm, called the Hodsock Lodge Farm, consisting of Thirty-seven Pieces or Parcels of Arable, Meadow, and Pasture Land in Hodsock aforesaid, in the Occupation of Thomas Bower —	410	3	19	234	10	0
A Messuage or Tenement, and Buildings, Garden, and a Farm, called Fleecethorpe, consisting of Seventeen Pieces or Parcels of Arable, Meadow, or Pasture Land in Hodsock aforesaid, and in the Parish of Carlton in the said County of Nottingham, in the Occupation of John Coupe —	364	2	32	153	1	0
A Piece or Parcel of Arable and Meadow Land in Hodsock aforesaid, in the Occupation of Joseph Cowlishaw —	1	3	18	1	8	0
A Piece or Parcel of Meadow or Pasture Land, called the Whaley Meadow, in Hodsock aforesaid, in the Occupation of William Foster —	8	0	11	8	15	0
A Piece or Parcel of Meadow or Pasture Land in Hodsock aforesaid, called Mill Close, and Butler's Pasture, in the Occupation of George Foster —	27	0	33	31	12	0
Seven Pieces or Parcels of Meadow or Pasture Land, called the Duck Pools in Hodsock aforesaid, in the Occupation of Thomas Frankland —	31	2	38	40	0	0
A Piece or Parcel of Meadow or Pasture Land, called Langwith Ing in Hodsock aforesaid, in the Occupation of Thomas Rogers —	18	0	8	40	0	0
A Messuage or Tenement, and Buildings, Cottage, Gardens, and a Farm, called Frankland's, or Hodsock Mill-Dyke Farm, consisting of Twenty-two Pieces or Parcels of Arable, Meadow, and Pasture Land in Hodsock and Carlton aforesaid, in the Occupation of William Raddish —	546	1	16	307	7	6

	Quantity.			Yearly Rent.		
	A.	R.	P.	£.	s.	d.
Five Pieces or Parcels of Meadow, Pasture, and Wood or Plantation Land in Hodsock aforesaid, in the Occupation of Henry Francis Mellish	52	1	35	93	3	0
A Messuage or Tenement, Buildings, Garden, and Seven Pieces or Parcels of Meadow or Pasture Land in Hodsock aforesaid, in the Occupation of William George Shuttleworth	53	2	28	50	2	0
Two Pieces or Parcels of Meadow or Pasture Land in Hodsock aforesaid, called Bradley's Closes, in the Occupation of Thomas Walker	10	2	6	12	0	0
A Piece or Parcel of Wood or Plantation Land in Hodsock aforesaid, called the Elm Holt	2	3	12	80	0	0
A Ditto in Hodsock aforesaid, called the Whinn Plantation	3	3	32			
A Ditto in Hodsock aforesaid, called the Whinn Plantation	3	3	32			
A Ditto, being Part of a Plantation, called the Fifty Acre Plantation, in Hodsock aforesaid	29	1	16			
A Ditto, being the other Part of the same Plantation, in Carlton aforesaid	21	1	20			
A Ditto, called the Hundred Acres Plantation, in Carlton aforesaid	101	1	21			
A Ditto, called the Flash Plantation, in Carlton aforesaid	8	0	29			
A Ditto, called the Triangle Plantation, in Carlton aforesaid	4	3	34			
A Ditto, called the Larch Plantation, in Carlton aforesaid	15	3	24			
A Ditto, called Bilby Plantation, in Carlton aforesaid	2	3	7			
All which said Woods and Plantations have annually produced, upon an Average of the last Nine Years, about the Sum of	—	—	—	—	—	—
Lands and Hereditaments, lying intermixed with the Blyth Estate (being the said Estates purchased in Exchange), let to Henry Francis Mellish at	—	—	—	98	0	9
Videlicet,	Estimated Quantity.					
The Scite of a Messuage in Blyth, in the Occupation of Henry Francis Mellish	0	0	12	0	0	0
A Piece or Parcel of Land in a Field, called the Ambrey Croft, in Blyth aforesaid, in the Occupation of the said Henry Francis Mellish	0	2	24	0	2	24
A Piece or Parcel of Land in a Field, called Briber Hill Field, in Blyth aforesaid, in the Occupation of the said Henry Francis Mellish	0	2	23	0	2	23
A Piece or Parcel of Land in the Cunsdale Field in Blyth aforesaid, in the Occupation of John Thorpe	0	3	13	0	3	13
The Scite of a Messuage, being a Piece or Parcel of Land in a Field, called the Old Yard, and Two Cow Gates on Cunsdale, and Rails, in Blyth aforesaid, in the Occupation of Thomas Frankland	0	1	0	0	1	0

	Estimated Quantity.			Quantity			Yearly Rent.		
	A.	R.	P.	A.	R.	P.	£.	s.	d.
A Piece or Parcel of Land in a Meadow, called the Sixes, in Blyth aforesaid, in the Occupation of Richard Hickson	4	0	0	2	1	15			
A Piece or Parcel of Land, formerly called Briber Hill Close, now in a Field, called the Carlton Flatts, in the Occupation of the said Henry Francis Mellish	4	0	0	3	1	10			
A Piece or Parcel of Land, formerly in Cattlefield, now in a Close, called the Short Cattle, in Blyth aforesaid, in the Occupation of John Parkin	1	0	0	0	2	27			
A Piece or Parcel of Land in the Water Butts, formerly the Little Water Butts, in Blyth aforesaid, in the Occupation of George Bingley	0	2	0	0	1	18			
A Piece or Parcel of Land in the White Water Fall in Blyth aforesaid, in the Occupation of John Thorpe	1	2	0	0	3	16			
A Piece or Parcel of Land in the Long Lands, or Ellen-Tree-Fall Close in Styrrup, in the Parishes of Blyth and Harworth, or One of them, in the Occupation of Thomas Nettlehip	1	0	0	1	0	9			
A Piece or Parcel of Land in the Long Lands, or Ellen-Tree-Fall Close in Styrrup aforesaid, in the Occupation of the said Thomas Nettlehip	0	2	0	0	2	24			
A Piece or Parcel of Land on the North Side of Little Field Close in Blyth aforesaid, in the Occupation of the said Thomas Nettlehip	1	2	0	1	0	28			
A Piece or Parcel of Land on the South Side of the said Field, in the Occupation of the said Thomas Nettlehip	0	3	0	0	2	13			
A Piece or Parcel of Land in the Long Lands, or Ellen-Tree-Fall in Styrrup aforesaid, in the Occupation of the said Thomas Nettlehip	1	0	0	0	3	21			
A Piece or Parcel of Land in a Field called the Long Lands in Styrrup aforesaid, in the Occupation of John Rogers	0	2	0	0	2	12			
A Piece or Parcel of Land in the said Meadow, called the Sixes, in the Occupation of Richard Hickson	2	0	0	0	3	38			
A Piece or Parcel of Land in the Long Lands and Ellen-Tree-Fall aforesaid, or One of them, in Styrrup aforesaid, in the Occupation of the said Richard Hickson and Thomas Nettlehip, or One of them	2	0	0	2	1	31			
A Piece or Parcel of Land in the Mill Fall in Blyth aforesaid, in the Occupation of William Foster	1	3	0	1	2	37			
A Piece or Parcel of Land in a Field, called the Long Brecks, in Blyth aforesaid, in the Occupation of John Parkin	1	0	27	1	0	27			

	Estimated Quantity.			Quantity.			Yearly Rent.		
	A.	R.	P.	A.	R.	P.	£.	s.	d.
The Right of Pasture from the Twelfth of August to the Fifth of April in the said Meadow, called the Sixes, and in Broad Meadow in Blyth aforesaid — — —	0	0	0	0	0	0			
A Piece or Parcel of Land in the Cattle Field aforesaid, in the Occupation of John Parkin — — —	1	0	0	0	3	22			
A Piece or Parcel of Land, now divided in Ambrey Croft and Briber Hill Field aforesaid, in the Occupation of the said Henry Francis Mellish — — —	9	0	0	7	3	24			
The Upper Wood Field Close in Blyth aforesaid, in the Occupation of Thomas Nettlehip	4	0	11	4	0	11			
A Piece or Parcel of Land in New Dyke Field in Blyth aforesaid, in the Occupation of Richard Hickson — — —	2	1	20	2	1	20			
A Piece or Parcel of Land in White Water-Fall aforesaid, in the Occupation of the said Richard Hickson — — —	2	2	0	2	2	0			
A Piece or Parcel of Land in the Little Field aforesaid, in the Occupation of Thomas Nettlehip	1	2	0	1	2	32			
A Piece or Parcel of Land in the Ellen-Tree-Fall, or Long Lands aforesaid, in the Occupation of Thomas Nettlehip — — —	0	2	13	0	2	6			
A Piece or Parcel of Land, formerly the Water Butt's Close, and in the Water Butts, now divided, and in the Water Butts and Ambrey Croft aforesaid, in the Occupation of Henry Francis Mellish, George Bingley, and Benjamin Stacey — — —	8	0	4	7	2	4			
A Piece or Parcel of Land, formerly in the Little Water Butts, and now in the Water Butts aforesaid, in the Occupation of the said George Bingley — — —	0	1	21	0	1	21			
A Piece or Parcel of Land in the Long Lands aforesaid, in the Occupation of the said John Rogers — — —	3	0	34	3	0	34			
A Piece or Parcel of Land in the Sixes aforesaid, in the Occupation of the said Richard Hickson — — —	0	2	34	0	2	34			
A Piece or Parcel of Land in the Water Butts aforesaid, in the Occupation of the said George Bingley — — —	0	2	0	0	1	27			
A Piece or Parcel of Land in the Long Lands aforesaid, in the Occupation of the said John Rogers — — —	1	0	0	1	0	37			
A Piece or Parcel of Land in the Long Lands aforesaid, in the Occupation of the said John Rogers — — —	2	2	24	2	2	24			
Five Messuages or Tenements, with their Appurtenances in Blyth aforesaid, and Four Beast Gates on Cuncarr, and Rails aforesaid, in the Occupation of Mary Cousins, William [Loc. & Per.]									

	Estimated Quantity.			Quantity.			Yearly Rent.		
	A.	R.	P.	A.	R.	P.	£.	s.	d.
Watson, Thomas Scott, and William Anderson	0	1	27	0	1	27			
A Piece or Parcel of Land in the Long Lands aforesaid, in the Occupation of the said John Rogers	2	0	0	2	1	32			
A Piece or Parcel of Land, formerly in the Briber Hill Field aforesaid, but now divided in the same Field and in Ambrey Croft, in the Occupation of the said Henry Francis Mellish	1	0	0	0	3	4			
A Piece or Parcel of Land in the Mill Fall aforesaid, in the Occupation of Thomas Greaves	1	0	0	0	3	24			
A Piece or Parcel of Land in the Long Breck aforesaid, in the Occupation of Alice Pye and Thomas Colton	1	0	0	0	2	37			
A Piece or Parcel of Land in the Spittal Close, formerly in Briery Fall, in Blyth aforesaid, in the Occupation of George Foster	0	2	0	0	1	21			
<b>Total Quantity</b>				<b>2555</b>	<b>3</b>	<b>31</b>	<b>1663</b>	<b>7</b>	<b>3</b>
<b>Deduction.—Two annual Payments made to the Vicar and Clerk of Blyth</b>							<b>1</b>	<b>10</b>	<b>0</b>
							<b>£.1661</b>	<b>17</b>	<b>3</b>

JOHN HORNCastle.

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