



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 36.

An Act for enabling the granting of Leases for Mining and other Purposes, and the making of Sales and Exchanges of certain Part of the Estates devised by the Will and Codicils of Sir *William Foulis* Baronet, deceased. [10th August 1854.]

WHEREAS by an Indenture of Release, bearing Date on or about the Seventh Day of *May* One thousand eight hundred and twenty-five (grounded on a Lease for a Year, bearing Date the Sixth Day of the same Month), and made between Sir *William Foulis*, of *Ingleby Manor*, in the County of *York*, Baronet, of the First Part, the Right Honourable Lady *Mary Ross*, Widow and Relict of Sir *Charles Ross* Baronet, and the Right Honourable *Henry Fitzgerald* (commonly called Lord *Henry Fitzgerald*), the Honourable *Robert Fitzgerald* (commonly called Lord *Robert Fitzgerald*), and the Right Honourable *William Dundas*, Lord Clerk Register of Scotland, and *Mary Jane Ross*, Spinster, an Infant, under the Age of Twenty-one Years, of the Second Part, the Most Noble *Augustus Frederick* Duke of *Leinster* and the Right Honourable *John* Viscount *Downe* of the Third Part, Sir *Charles Macdonald Lockhart* Baronet, and *William Merry* Esquire, of the Fourth Part, and *Philip Duncombe Pauncefort Duncombe* Esquire, *John Jacob Buxton* Esquire, and *Robert Ross* Esquire, of the Fifth Part, (being a Settlement made on the Marriage of

Indenture of Settlement dated 7th May 1825.

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Baron De L'Isle and Dudley's Estate Act, 1854.

the said Sir *William Foulis* and the said *Mary Jane Ross*,) the several Manors or Lordships of *Ingleby Greenhaye*, alias *Greenhow* and *Battersby*, in the County of *York*, and divers Messuages, Lands, Rents, Tithes, and Hereditaments, situate, lying, or arising in or within the Towns, Townships, Parishes, Precincts, or Territories of *Ingleby Greenhaye*, alias *Greenhow*, *Bothouse*, alias *Greenhow Bottome*, alias *Greenhow juxta Ingleby*, *Battersby*, *Sexhow*, *Enterpen*, and *Pottow*, every or any of them, in the County of *York*, were released and conveyed (from and after the Solemnization of the said intended Marriage) to the Use of the said Sir *William Foulis* and his Assigns for his Life, with Remainder to the Use of the said *Augustus Frederick* Duke of *Leinster* and *John* Viscount *Downe*, their Heirs and Assigns, during the Life of the said Sir *William Foulis*, upon Trust to support contingent Remainders, with Remainder to the Use and Intent that the said *Mary Jane Ross*, in case she survived the said Sir *William Foulis*, might have a Jointure Rentcharge of Eight hundred Pounds *per Annum*, reducible to Five hundred Pounds *per Annum* in case she married again, with the usual Powers and Remedies for securing the same, and, subject thereto, to the Use of the said Sir *Charles Macdonald Lockhart* and *William Merry*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years from the Day of the Date of the said Indenture of Release now in recital, without Impeachment of Waste, upon the Trusts therein and in part herein-after mentioned, and subject thereto and to the Trusts thereof, to the Use of the said *Philip Duncombe Pauncefort Duncombe*, *John Jacob Buxton*, and *Robert Ross*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years from the Day of the Date of the Indenture now in recital, without Impeachment of Waste, upon the Trusts therein-after mentioned, and, subject thereto, to the Use of the first and other Sons of the said Sir *William Foulis*, by the said *Mary Jane Ross*, severally and successively in Tail Male, with Remainder to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, either by way of Annuity, Rentcharge, or Sum in gross, to be payable thereout or otherwise, and upon such Trusts, and for such Ends, Intents, and Purposes, and either absolutely or conditionally, and subject to such Powers of Revocation and new Appointment, and other Powers, Provisoos, Conditions, Restrictions, Limitations, Declarations, and Agreements, as the said Sir *William Foulis*, at any Time or Times and from Time to Time, by any Deed or Deeds to be sealed and delivered and attested as therein mentioned, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing in the Nature of or purporting to be his last Will and Testament, or any Codicil or Codicils thereto, to be respectively signed and published by him in the Presence of Three or more credible Witnesses, should direct, limit, or appoint, give, or devise the same, with divers Limitations over in default

Baron De L'Isle and Dudley's Estate Act, 1854.

default of such Direction, Limitation, or Appointment, Gift or Devise: And in the said Indenture now in recital is contained a Declaration that the said Term of Three hundred Years, thereby limited in use to the said Sir *Charles Macdonald Lockhart* and *William Merry*, their Executors, Administrators, and Assigns, was so limited to them upon trust, in the first place, in case the said *Mary Jane Ross* should happen to survive the said Sir *William Foulis*, to levy and raise the Sum of One thousand Pounds, together with the Costs, Charges, and Expenses (if any) of levying and raising the same, and by and out of the Monies so to be raised, in the first place, to pay the Costs, Charges, and Expenses of and attending the Execution of the said last-mentioned Trusts, and to pay over the said Sum of One thousand Pounds, when so raised, clear of all Deductions, unto the said *Mary Jane Ross*, her Executors and Administrators, for her absolute Use and Benefit, and subject to the several Trusts aforesaid, upon certain Trusts to secure the said Jointure Rentcharge of Eight hundred Pounds or Five hundred Pounds, payable to her and them under the Limitations aforesaid; and in the said Indenture of Settlement is contained a Declaration that the said Term of Two thousand Years thereby limited in use to the said *Philip Duncombe Pouncefort Duncombe*, *John Jacob Buxton*, and *Robert Ross*, their Executors, Administrators, and Assigns, was so limited to them upon trust in case there should be Issue of the said then intended Marriage One or more Child or Children (other than and besides an eldest or only Son entitled to an Estate in Tail Male under the Limitations therein-before contained), or in case there should be no Son of the said then intended Marriage, but there should be One or more Daughter or Daughters, then and in either of the said Two last-mentioned Cases, after the Decease of the said Sir *William Foulis*, or in his Lifetime, if he should so direct in manner therein mentioned, (subject and without Prejudice nevertheless to the said annual Sum or yearly Rentcharge for the Time being payable to the said *Mary Jane Ross* for her Jointure as aforesaid, and the Powers and Remedies therein-before limited and created for securing the same, and also to the said Term of Three hundred Years therein-before limited to the said Sir *Charles Macdonald Lockhart* and *William Merry*, and the Trusts thereof,) to levy and raise for the Portion or Portions of all and every of the Child or Children of the said Sir *William Foulis* by the said *Mary Jane Ross*, (other than and except an eldest or only Son for the Time being entitled to an Estate in Tail Male, under the Limitations therein-before contained, of and in the said Manors, Lands, Hereditaments, and Premises comprised in the said Term of Two thousand Years in Remainder expectant on the Determination of the said Term,) the Sum or Sums of Money respectively therein and in part herein-after mentioned, (that is to say,) if there should be but One such Child (besides an eldest or only Son entitled as aforesaid) the Sum of Five thousand Pounds as for the Portion of such One younger Child; and
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Baron De L'Isle and Dudley's Estate Act, 1854.

in the said Indenture now in recital is contained a Declaration that the Sum or Sums of Money to be respectively raisable under the Trusts aforesaid should be respectively holden in trust for the Child, if but One, or the Issue of such One Child, or, if more than One, all and every the Children of the said then intended Marriage, or their respective Issue, such Issue to be born during the Lifetime of the said Sir *William Foulis*, or within Twenty-one Years from his Decease, before any such Appointment as therein-after was mentioned should be made to them (other than and except such eldest or only Son so for the Time being entitled as aforesaid, or the Issue of such Son), and to be an Interest vested, or Interests vested, in such Child, Children, or Issue respectively, and to be paid to him, her, or them respectively, at such Age or respective Ages, and in such Shares and Proportions, Manner and Form, in all respects as the said Sir *William Foulis* at any Time or Times, and from Time to Time, by any Deed or Deeds, with or without Power of Revocation, to be sealed and delivered as therein mentioned, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, should direct or appoint, give or bequeath, and in default of such Direction or Appointment, Gift or Bequest, and so far as the same should not extend, the said Sum or Sums of Money to be so raisable for such Portions as aforesaid, to be paid to or divided between or amongst such respective Sons or Daughters as aforesaid (except as aforesaid), if more than One Child, in equal Shares and Proportions, the Share or respective Shares of such of them respectively as should be a Son or Sons to be vested in him or them respectively at his or their Age or respective Ages of Twenty-one Years, or on the Day of his or their Death or respective Deaths under that Age, leaving lawful Issue at his or their Death or respective Deaths, and the Share or Shares of such of them respectively as should be a Daughter or Daughters to be vested in her or them respectively at her or their Age or respective Ages of Twenty-one Years, or on the Day or respective Days of her or their Marriage or respective Marriages under that Age, which should first happen, and to be paid to him, her, or them respectively on or at the same Ages, Days, or Times respectively, if the same should happen after the Decease of the said Sir *William Foulis*, but if the same should happen in his Lifetime, then immediately after his Decease: And whereas the said Sir *William Foulis* duly signed and published his last Will and Testament in Writing, bearing Date on or about the Eighteenth Day of *June* One thousand eight hundred and forty-one, in the Presence of and attested by Three Witnesses, and thereby, after reciting that he had One Child only, a Daughter, by his Wife called *Mary Foulis*, and after referring to the said recited Indenture of Settlement, the said Testator, in exercise and execution of the Power or Authority limited or reserved to him in and by the said Indenture of Settlement, and of every other Power or Authority whatsoever in anywise enabling him in that Behalf, did direct, limit, and appoint

Will of Sir
William
Foulis, dated
18th June
1841.

Baron De L'Isle and Dudley's Estate Act, 1854.

appoint that from and after Default or Failure of Sons of him by his said Wife Dame *Mary Jane Foulis*, and the Issue Male of such Sons (but subject and without Prejudice to the Jointure Rentcharge by the said Indenture of Settlement limited to his said Wife as aforesaid, and the Powers, Remedies, and Trusts for securing the same), the Manors and all and singular other the Hereditaments comprised in the said recited Indenture of Settlement, with the Appurtenances, should be and remain to the Uses following, (that is to say,) as to the Mansion House called *Ingleby Manor*, with the Farm Buildings and other Offices and Buildings, and the Garden and Pleasure Grounds thereto belonging, and also the Plantations above the Gardens, and the Plantation commonly called the *Crow Plantation*, together with the Avenue called the *Hagg*, and the Close or Parcel of Land called the *Hagg or Cow Pasture*, with the Appurtenances, to the Use of his the said Testator's Wife, for the Term of Twenty-one Years, to be computed from the Failure of such Sons of him by her, and the Issue Male of such Sons, in case his said Daughter *Mary Foulis* should so long live and be under the Age of Twenty-one Years, and in case his said Wife should so long live and continue his Widow, and personally reside in and occupy his said Mansion House and Premises as her principal Residence, without any Power of leasing or demising the same; and as to all and singular the Manors, Messuages, Farms, Lands, Rectories, Tithes, and all and singular other the Hereditaments comprised in the said recited Indenture of Settlement, with their respective Appurtenances, from and after the Default or Failure of his Sons by his said Wife, and the Issue Male of such Sons, (subject, nevertheless, to the Term and Interest thereinbefore by him limited in use to his said Wife in the said Messuage called the said Manor House, or *Ingleby Manor*, with the Garden and Buildings thereunto belonging, the Plantation above the Gardens, the *Crow Plantation*, the *Hagg Avenue*, and the *Hagg or Cow Pasture*), to the Uses following, (that is to say,) to the Use of Sir *Tatton Sykes* and the Reverend *Danson Richardson Currer*, for the Term of Three thousand Years from the Day of his the said Testator's Decease, without Impeachment of Waste, upon Trusts therein-after declared concerning the same (but which never took effect); and, subject thereto, and to the Trusts thereof, to the Use of *Mark Foulis* of *West Heslerton* in the said County of *York*, Esquire, and *Robert Hildyard* of *Stokesley* in the same County, Esquire, and their Heirs, during the Life of his the said Testator's Daughter *Mary Foulis* (without Impeachment of Waste), upon trust to preserve the contingent Remainders; and, subject thereto, upon trust to pay the Rents and Profits of the said Manor, Messuages, Lands, and Hereditaments into the proper Hands of his said Daughter *Mary* during her natural Life, for her sole and separate Use and Benefit, independently of any Husband with whom she might intermarry, and so as not to be liable to his Debts, Control, or Engagements, and so that her Receipt alone, notwithstanding Coverture, should be the only and available

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Baron De L'Isle and Dudley's Estate Act, 1854.

Discharge for the same; and as to the said Manor, Messuages, Lands, and other Hereditaments thereby by him appointed, from and after the Decease of his said Daughter *Mary Foulis*, to the Use of *George Cholmley* of *Howsham* in the County of *York*, Esquire, and *Norcliffe Norcliffe* of *Langton* in the same County, Esquire, their Executors, Administrators, and Assigns, for the Term of Four thousand Years from the Day of the said Testator's Decease, without Impeachment of Waste, upon the Trusts therein declared, and in part herein-after mentioned concerning the same; and, subject thereto, and to the Trusts thereof, to the Use of the first and every other Son of his said Daughter *Mary Foulis* severally and successively in Tail Male, with Remainder to the Use of the first and every other Son of his said Daughter *Mary* severally and successively in Tail, with Remainder to the Use of the first and every other Daughter of his said Daughter *Mary* severally and successively in Tail, with Remainder to the Use of such other Daughter (if any) of him the said Testator by his said Wife thereafter to be born, as might be living at his Death, or born in due Time afterwards, and her Assigns, during the Life of such Daughter, without Impeachment of Waste, with Remainder to the Use of the said *Mark Foulis* and *Robert Hildyard* and their Heirs, during the natural Life of such future Daughter, upon trust to preserve contingent Remainders therein-after limited; with Remainder to the Use of the first and every other Son of such after-born Daughter as aforesaid severally and successively in Tail Male, with Remainder to the Use of the same first and other Sons severally and successively in Tail, with Remainder to the Use of the first and every other Daughter of such after-born Daughter as aforesaid severally and successively in Tail, with Remainder to the Use of the first and every other Son of his Sister *Hannah*, the Wife of the said *Danson Richardson Currer*, severally and successively in Tail Male, with Remainder to the Use of the second and every other Son (exclusively of an eldest or only Son) of his Sister, *Lady Sykes*, severally and successively in Tail Male, with Remainder to the Use of the first and every other Son of his said Sister *Hannah Currer* severally and successively in Tail, with Remainder to the Use of the second and every other Son (exclusively of an eldest or only Son) of his said Sister *Lady Sykes* in Tail, with Remainder to the Use of the first and every other Daughter of his said Sister *Hannah Currer* severally and successively in Tail, with Remainder to the Use of the first and every other Daughter of his said Sister, *Lady Sykes*, severally and successively in Tail, with Remainder to the Use of the Heirs Male of the Body of his Ancestor, *Sir David Foulis* late of *Ingleby Manor* in the County of *York*, Baronet, deceased, with Remainder to the Use of his the said Testator's own right Heirs for ever; and the said Testator thereby required and enjoined every Person, including his said Daughter *Mary Foulis*, who for the Time being should be entitled, by virtue of the Uses and Limitations in his said Will limited and contained,

Baron De L'Isle and Dudley's Estate Act, 1854.

tained, to an Estate for Life in Possession, or to an Estate in Tail Male or in Tail in Possession of and in the Manor, Messuages, Lands, and Hereditaments therein-before by him appointed, and not previously having the Surname and Arms therein-after required to be used, and also the Husband of any Female (including any Husband with whom his said Daughter might intermarry) who should so become entitled forthwith to apply for and endeavour to obtain an Act of Parliament or Her Majesty's Licence, authorizing him or her to use the Surname of "*Foulis*," either alone or in addition to his or her own Surname (but so, nevertheless, that the Name of "*Foulis*" should be the last or principal Name), and also to use and wear his Family Arms quartered with his or her own Family Arms, and thenceforth from Time to Time to assume, use, and wear such Surname and Arms accordingly, and in case such Tenant for Life or Tenant in Tail Male or in Tail, or the Husband of such Tenant for Life or such Tenant in Tail Male or in Tail (as the Case might be), should neglect or fail to comply with that Requisition or Injunction, for the Space of Twelve Calendar Months after he or she, or his Wife, as the Case might be, should so become entitled in possession as aforesaid, or if he or she should then be under the Age of Twenty-one Years, or should be otherwise personally incompetent to comply therewith, then, within Twelve Calendar Months after attaining the Age of Twenty-one Years, or the Removal of such Incompetency, and also in case any such Tenant for Life or Tenant in Tail Male or in Tail, or her Husband, as the Case might be, who should, by reason of his or her previously having the Surname and Arms aforesaid, be exempt from the Necessity of complying with that Proviso, should at any Time thereafter discontinue to use the same Surname and Arms, or either of them, then and in either of the Cases aforesaid, and immediately thereupon, the Estate for Life, or the Estate in Tail Male or in Tail, or respective Estates in Tail Male or in Tail, of every such Person, or of his Wife or Ancestor (as the Case might be), in the Manor, Messuages, Lands, and Hereditaments therein-before by him appointed, should absolutely cease and determine, and the Remainder or Remainders expectant thereon should be accelerated, yet so, nevertheless, that if the Remainder immediately expectant on the Estate of any Person or Persons respectively who, or whose Husband, should be guilty of such Neglect and Failure as aforesaid should be contingent, the said *Mark Foulis* and *Robert Hildyard*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should stand seised of the said Manor, Messuages, Lands, and Hereditaments therein-before by him appointed, upon trust to support such contingent Remainders, and, subject thereto, upon trust from Time to Time until the vesting of such contingent Remainder or Remainders, to permit the Rents and Profits thereof to be received and enjoyed by the Person or Persons for the Time being next entitled in remainder under or by virtue of such of the ulterior Limitations, Uses,

Baron De L'Isle and Dudley's Estate Act, 1854.

Uses, or Trusts affecting the same Manor and Hereditaments, as should actually have become vested and taken effect; and the said Testator thereby declared that the said Manor, Messuages, Lands, and Hereditaments thereby by him appointed were so by him limited in Use to the said *George Cholmley* and *Norcliffe Norcliffe* for the said Term of Four thousand Years, upon trust from and after the Failure of his Sons by his then Wife and the Issue Male of such Sons by the Direction of his said Daughter *Mary Foulis* during her Life (whether covert or sole), and after her Death of the proper Authority of the Trustees or Trustee for the Time being of the said last-mentioned Term, to raise and levy, for the Portion of each Child of his said Daughter *Mary Foulis* (other than an eldest or only Son, or an eldest or only Daughter, for the Time being entitled to the said Manor and Hereditaments for an Estate in Tail Male or in Tail immediately expectant on the Determination of the said Term of Four thousand Years), who, being a Son, should live to attain the Age of Twenty-one Years, or die under that Age leaving lawful Issue living at his Death, or, being a Daughter, should live to attain that Age or be married, the Sum of Three thousand Pounds a-piece, and to pay the same to each of such Children (other than and except as aforesaid) so soon after the vesting thereof as Circumstances would allow; and the said Testator directed that it should be lawful for the Trustees or Trustee for the Time being of the said Term, by the Direction of his said Daughter during her Life, and after her Decease, in the Discretion of the said Trustees or Trustee, to raise and apply in or towards the Advancement and Preferment in the World, or otherwise, for the Benefit of any Male Child or Children of his said Daughter *Mary Foulis* contingently or presumptively entitled to a Portion under the Trusts aforesaid, any Sum or Sums of Money not exceeding in the whole for any such Male Child the Sum of Two thousand Pounds, and that the Sum so raised and applied should be accounted as in part Payment of the Portion to which, under the Trusts aforesaid, any such Child for whom any such Advancement should be made might eventually become entitled; and the said Testator thereby provided that the Trustees or Trustee of the said Term of Four thousand Years should, after the Decease of his said Daughter *Mary Foulis*, raise and levy out of the Rents and Profits of the said Manor and other Hereditaments comprised in the said last-mentioned Term, and apply in or towards the Maintenance or Education or otherwise for the Benefit of the Child or Children of his said Daughter *Mary Foulis*, for the Time being contingently or presumptively entitled to a Portion or Portions under the Trusts of the said Term of Four thousand Years, an annual Sum or annual Sums equal in Amount to Interest after the Rate of Four Pounds *per Centum per Annum* on his, her, or their respective Portion or Portions under the Trusts of the said Term; and the said Testator thereby directed that it should be lawful for his said
Daughter

Baron De L'Isle and Dudley's Estate Act, 1854.

Daughter *Mary Foulis* (either before or after her Marriage with any Husband with whom she might intermarry), by any Deed or Deeds in Writing, with or without Power of Revocation and new Appointment, to be by her sealed and delivered in the Presence of One or more credible Witness or Witnesses, or by her last Will and Testament in Writing, or any Codicil thereto, or any Writing purporting to be or being in the Nature of a Will or Codicil, to limit or appoint all or any Part or Parts of the Manor and other Hereditaments thereby by him appointed, with the Appurtenances, to the Use of or in trust for any Husband or Husbands with whom she, his said Daughter *Mary*, might have intermarried at the Time of his Decease, or might afterwards intermarry, for his or their Life or Lives, or for any Term or Terms of Years determinable with the Life of any such Husband, to take effect on the Death of his said Daughter, but subject and without Prejudice to the said Term of Three thousand Years therein-before by him limited, and the Trusts thereof (which Trusts cannot now take effect), but so nevertheless that no such Husband should be authorized or empowered to cut or fell Timber, or Timber-like Trees, otherwise than for the Purpose of repairing Buildings and Fences upon the Lands thereby by him appointed; and as to his said Messuage, Tenement, and Estate called *Gunnergate*, in the Parish of *Marton in Cleveland* in the said County of *York*, with the Lands, Grounds, and Hereditaments thereunto respectively belonging, and his Messuage, Tenement, or Estate, with the Appurtenances, situate at *Battersby* in the said County of *York*, which he some Time since purchased from Mrs. *Hannah Garbutt*, and all other the Freehold and Copyhold Messuages or Tenements, Farms, Lands, and Hereditaments whatsoever, not therein-before by him devised, appointed, or disposed of, in or to which he or any Person or Persons in trust for him then was or were, or should, at the Time of his Decease, be seised or entitled in possession, reversion, remainder, or expectancy, or over which he had any Right or Power of Disposition or Appointment by his said Will (except such as were vested in him as a Trustee or Mortgagee), with their respective Appurtenances, he gave, devised, directed, limited, and appointed the same, with the Appurtenances, unto and to the Use of the said Sir *Talton Sykes*, *Richard Roundell* Esquire, and *Robert Bower* Esquire, their Heirs and Assigns, for ever, upon trust, as soon after his Death as Circumstances would permit, to settle, convey, and assure, or cause and procure to be settled, conveyed, and assured, the same Freehold and Copyhold Messuages or Tenements, Farms, Lands, and other Hereditaments, to such Uses, upon, to, and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Limitations, and Provisions as should for the Time being be subsisting undetermined and capable of taking effect of and in the Manors, Messuages, Farms, Lands, Rectories, and other Hereditaments comprised in the said recited Indenture of Settle-

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Baron De L'Isle and Dudley's Estate Act, 1854.

ment under or by virtue of the same Indenture and of his said Will taken together, or if all the Uses, Trusts, Powers, Limitations, and Provisions contained in the same Indenture of Settlement should, at the Time of such Settlement, Conveyance, and Assurance as aforesaid, have ceased or failed, then to and for the Uses, Trusts, Intents, and Purposes, Powers, Declarations, and Provisions, which should for the Time being be subsisting undetermined and capable of taking effect of and in the same Manors, Messuages, Farms, Lands, Rectories, and Hereditaments under and by virtue of his said Will, except nevertheless and exclusively of the Term therein-before limited to his said Wife (determinable as aforesaid) of and in his said Mansion, Offices, and Gardens, and the said Parcel of Land called the *Hagg*, with the Appurtenances thereto, and generally as near thereto as the Deaths of Parties and other intervening Circumstances would then admit of, to the Intent that the said Messuages, Farms, Lands, and other Hereditaments lastly therein-before by him devised might follow and be governed by the Uses and Limitations to which the Manors, Lands, and other Hereditaments comprised in the said recited Indenture of Settlement should for the Time being be subject under and by virtue of the same Indenture or Settlement and of his said Will taken together, or, as the Case might be, under and by virtue of the said Will only, yet so nevertheless that Charges should not be multiplied or accumulated; and the said Testator directed that, in the meantime and until such Settlement or Settlements as aforesaid should be made and perfected, his said last-named Trustees or Trustee should pay and apply the Rents and Profits of the said Hereditaments lastly therein-before by him devised and directed to be settled as aforesaid, to such Person or Persons and in such Manner in all respects as the same would be payable or applicable in case such Settlement were then actually made and perfected; and the said Testator appointed the said *Sir Tatton Sykes*, *Richard Roundell*, and *Robert Bower* joint Executors of his said Will: And whereas the said Testator, by a Codicil to his said Will, which Codicil bears Date the Second Day of *June* One thousand eight hundred and forty-three, revoked the said several Devises, Appointments, Dispositions, and Bequests contained in his said Will to the said *Sir Tatton Sykes*, *Richard Roundell*, and *Robert Bower*, and as to all his Real and Personal Estate in and by his said Will given, devised, limited, appointed, and bequeathed to the said *Sir Tatton Sykes*, *Richard Roundell*, and *Robert Bower*, (except his Money in the Public Stocks or Funds,) he gave, devised, directed, limited, and appointed and bequeathed the same unto and to the Use of the said *Sir Tatton Sykes*, the Reverend *John Fendall Newton*, and the said *Robert Bower*, their Heirs, Executors, Administrators, and Assigns, upon the same Trusts, Uses, Ends, Intents, and Purposes as were declared of and concerning the same in and by his said Will, thereby substituting the said *John Fendall Newton* in all respects in lieu and

in

First Codicil
to Sir
William
Foulis' Will
dated 24th
June 1843.

Baron De L'Isle and Dudley's Estate Act, 1854.

in stead of the said *Richard Roundell*, for the Purposes so declared in and by his said Will, and the said Testator thereby gave certain Legacies, and appointed the said *Sir Tatton Sykes, John Fendall Newton*, and *Robert Bower* joint Executors of his said Will, and he confirmed his said Will in all respects not thereby altered or varied : And whereas the said Testator, by another Codicil to his said Will, which Codicil bears Date the Twentieth Day of *June* One thousand eight hundred and forty-four, revoked the Appointment, Devise, Gift, or Disposition made by him in and by his said Will in favour of the First Son of his said Sister *Hannah Currer*, and in lieu and stead thereof he did thereby direct, limit, and appoint that from and after Default of Issue of his said Daughter, and of every such after-born Daughter as aforesaid, the same Estates and Premises should be and remain to the Use of the Second and every other Son of his said Sister *Hannah Currer* (exclusively of an eldest or only Son), severally and successively in Tail Male, with Remainder to the Uses in and by his said Will mentioned and declared ; and the said Testator ratified and confirmed his said Will, and also the said First Codicil thereto, in all other respects than as the same was thereby varied : And whereas the said Testator, by another Codicil to his said Will, which Codicil is dated the Twenty-fourth Day of *July* One thousand eight hundred and forty-five, revoked the said several Devises, Appointments, and Bequests contained in his said Will and First Codicil to his said Trustees and Executors as aforesaid, and he did, by the Codicil now in recital, as to and concerning his said Real and Personal Estate so by his said Will and First Codicil given, devised, directed, limited, appointed, and bequeathed to the Persons and in manner aforesaid, give, devise, direct, limit, appoint, and bequeath the same Estates, Property, and Effects unto and to the Use of *Arthur Newcomen* of *Kirkleatham* in the North Riding of the County of *York*, the Reverend *James Allan Park* of *Elwick Hall* in the County of *Durham*, Clerk, and *Thomas Robinson Grey* (therein called *Thomas Grey* only), of *Norton* in the same County Esquire, their Heirs, Executors, Administrators, and Assigns, upon the same Trusts, Uses, Ends, Intents, and Purposes as were declared of and concerning the same in and by his said Will and the said First Codicil thereto, thereby substituting the said *Arthur Newcomen, James Allan Park*, and *Thomas Robinson Grey*, in all respects in the Place and Stead of the before-mentioned Trustees and Executors for the Purposes declared in and by the said Will and Codicils thereto, and the said Testator thereby appointed the said *Arthur Newcomen, James Allan Park*, and *Thomas Robinson Grey*, joint Executors in trust of his said Will, and of the several Codicils thereto, and he thereby ratified and confirmed his said Will, and the said First and Second Codicils thereto, in all other respects than as the same were thereby revoked and varied : And whereas the said Testator, on or about the Eleventh Day of *May* One thousand eight hundred and twenty-five, intermarried with

Second
Codicil to
Sir William
Foulis' Will,
dated 20th
June 1844.

Third
Codicil to
Sir William
Foulis' Will,
dated 24th
July 1845.

the

Baron De L'Isle and Dudley's Estate Act, 1854.

Deed Poll
dated, 10th
Jan. 1846.

Indenture of
Appoint-
ment, dated
1st April
1846.

the said *Mary Jane Ross*, and departed this Life on the Seventh Day of *November* One thousand eight hundred and forty-five, without Issue Male, and without leaving any Child born after his Decease, and without having revoked or altered his said Will and Codicils, except as aforesaid, leaving the said *Mary Foulis*, then an Infant under the Age of Twenty-one Years, his only Child : And whereas the said *Arthur Newcomen*, *James Allan Park*, and *Thomas Robinson Grey*, duly proved the said Will and Codicils in the Prerogative Court of the Archbishop of *York* on the Ninth Day of *April* One thousand eight hundred and forty-six, and in the Prerogative Court of the Archbishop of *Canterbury* on the Twelfth Day of *August* in the same Year : And whereas the said *Mark Foulis*, by a Deed Poll under his Hand and Seal, bearing Date the Tenth Day of *January* One thousand eight hundred and forty-six, absolutely renounced and disclaimed all and every Appointment, Gift, Devise, and Disposition made to him the said *Mark Foulis* and *Robert Hildyard* by the said Will and Codicils, and all and singular the Trusts, Powers, and Authorities intended to be given to him by the same Will and Codicils : And whereas by an Indenture bearing Date the First Day of *April* One thousand eight hundred and forty-six, made between the said *Robert Hildyard* of the one Part and the said *Thomas Robinson Grey* of the other Part, the said *Thomas Robinson Grey*, in pursuance of a Power in that Behalf contained in the said Will of the said Testator, was appointed a Trustee of the said Will and Codicils of the said Sir *William Foulis*, jointly with the said *Robert Hildyard*, in the Place and Stead of the said *Mark Foulis*, for all the Purposes of the said Will and Codicils for which the said *Mark Foulis* and *Robert Hildyard* were appointed such Trustees : And by the same Indenture the Hereditaments and Premises by the said Will and Codicils declared to be devised to the said *Mark Foulis* and *Robert Hildyard* were conveyed and assured unto and to the Use of the said *Robert Hildyard* and *Thomas Robinson Grey*, their Heirs and Assigns : And whereas the said *Mary Foulis* attained the Age of Twenty-one Years in or about the Month of *May* One thousand eight hundred and forty-seven : And whereas the said *Arthur Newcomen* hath departed this Life, leaving the said *James Allan Park* and *Thomas Robinson Grey* him surviving : And whereas in the Month of *December* One thousand eight hundred and forty-seven the said *Mary Foulis* borrowed of *John Page* Esquire, *John Page Sowerby* Esquire, and *Jane Burrell*, Spinster, the Sum of Two thousand Pounds, and as a Security for the Payment thereof, with Interest, she assigned to them the said Sum of Five thousand Pounds, to which the said *Mary Foulis*, as the only Daughter of the said Sir *William Foulis* by the said Dame *Mary Jane Foulis*, became entitled under the Trusts of the said Term of Two thousand Years limited or created by the herein-before recited Indenture of Settlement, and the Interest thenceforth to grow due for the same :

And

Baron De L'Isle and Dudley's Estate Act, 1854.

And whereas, in or about the Month of *April* One thousand eight hundred and fifty, the said *Mary Foulis* borrowed of the said *John Page* and *John Page Sowerby* the further Sum of Three thousand Pounds, and as a Security for the Repayment thereof with Interest assigned to them the said Sum of Five thousand Pounds, and the Interest to grow due for the same, subject to the aforesaid Security to the said *John Page*, *John Page Sowerby*, and *Jane Burrell*:

And whereas, by an Indenture made or expressed to be made on or about the Twentieth Day of *April* One thousand eight hundred and fifty between the said *Mary Foulis* of the First Part, the said Dame *Mary Jane Foulis* of the Second Part, the Honourable *Philip Sidney* of *Penshurst Place* in the County of *Kent*, the only Son and Heir Apparent of the Right Honourable *Philip Charles* Baron *De L'Isle and Dudley*, of the Third Part, and The Honourable *Charles William Fitzgerald* commonly called Marquis of *Kildare* (eldest Son and Heir Apparent of the said *Augustus Frederick* Duke of *Leinster*) and the said *James Allan Park* of the Fourth Part, (being the Settlement executed upon a Marriage which then had been agreed upon and was shortly afterwards solemnized between the said *Mary Foulis* and the said *Philip Sidney*,) the said Dame *Mary Jane Foulis*, at the Request and by the Direction of the said *Mary Foulis*, and with the Privity and Approbation of the said *Philip Sidney*, did assign, transfer, and set over unto the said Marquis of *Kildare* and *James Allan Park*, their Executors, Administrators, and Assigns, the said Sum of One thousand Pounds, to which the said Dame *Mary Jane Foulis* so as aforesaid became entitled under the Trusts of the said Term of Three hundred Years limited or created by the Indenture of Settlement of the Seventh Day of *May* One thousand eight hundred and twenty-five, and the Interest thenceforth to grow due for the same, to hold the same unto the said Marquis of *Kildare* and *James Allan Park*, their Executors, Administrators, and Assigns, in trust for the said *Mary Foulis*, her Executors, Administrators, and Assigns, for her sole and separate Use, and as her separate Estate, in the meantime and until the said then intended Marriage should be so solemnized, and after the Solemnization thereof, upon and for such Trusts and Purposes as the said *Mary Foulis*, whether married or single, and notwithstanding her said then intended Coverture or any future Coverture, should by any Deed or Deeds, with or without Power of Revocation and new Appointment, or by her last Will and Testament in Writing, or any Codicil thereto, or any Writing purporting to be in the Nature of a Will or Codicil, direct or appoint, and in default of such Direction or Appointment, or so far as no such Direction or Appointment should extend, in trust that they the said Marquis of *Kildare* and *James Allan Park*, and the Survivor of them, and the Executors or Administrators of such Survivor, should, during the Life of her the said *Mary Foulis*, pay the Interest and annual Produce of the said Sum of One thousand Pounds to the said *Mary Foulis*, for her sole and

Indenture of Settlement, dated 20th April 1850.

Baron De L'Isle and Dudley's Estate Act, 1854.

separate Use, independently of her said then intended Husband or any future Husband, and of his Debts, Control, Interference, and Engagements, and the Receipts of the said *Mary Foulis* to be sufficient Discharges for the same, and after the Decease of the said *Mary Foulis* in trust for the Executors or Administrators of the said *Mary Foulis*, as part of her Personal Estate; and by the Indenture now in recital the said *Mary Foulis*, with the Privity and Approbation of the said *Philip Sidney* (testified as therein mentioned), assigned, transferred, and set over unto the said Marquis of *Kildare* and *James Allan Park*, their Executors, Administrators, and Assigns, (amongst and together with other Premises,) all that the said Sum of Five thousand Pounds to which the said *Mary Foulis* so as aforesaid became entitled under the Trusts of the said Term of Two thousand Years, and the Interest due and to grow due for the same (subject to the Payment of the said Two several Sums of Two thousand Pounds and Three thousand Pounds so as aforesaid borrowed on Security of the same, and the Interest thereof in exoneration of the general Personal Estate of the said *Mary Foulis*; and also all and singular the Rents and Profits during the Life of the said *Mary Foulis* to grow due or payable for or in respect of the said Manors, Messuages, Farms, Lands, Rectories, Tithes, and other the Hereditaments comprised in the said Indenture of Settlement, and by the said Will of the said Sir *William Foulis* limited to the Use of the said *Mark Foulis* and *Robert Hildyard*, and their Heirs, during the Life of the said *Mary Foulis* as aforesaid, (a Rental or Particular of which said Manors, Messuages, Farms, Lands, Rectories, Tithes, and other Hereditaments is contained or was intended to be contained in the First Schedule to the now reciting Indenture, but which said Rental or Particular was not intended to restrain or abridge the Generality of the preceding Description,) and also all and singular the Rents and Profits during the Life of the said *Mary Foulis* to grow due or payable for or in respect of the said Messuages, Farms, Lands, and other Hereditaments by the said Testator's said Will and Codicils devised to the said *Arthur Newcomen*, *James Allan Park*, and *Thomas Robinson Grey*, as therein is mentioned, or then vested in the said *James Allan Park* and *Thomas Robinson Grey*, on the Trusts of the same Will and Codicils, including the Rentcharge in lieu of the Tithes of the said Estate called *Gunnergate*, a (Rental or Particular of which said last-mentioned Messuages, Farms, Lands, and other Hereditaments is contained or was intended to be contained in the Second Schedule annexed to the now reciting Indenture, but which said last-mentioned Rental or Particular was not intended to restrain or abridge the Generality of the preceding Description,) to hold the said Sum of Five thousand Pounds and Interest (subject as therein-before mentioned respecting the same), and the said Rents and Profits, and all and singular other the Premises last therein-before assigned, or expressed and intended so to be, (subject nevertheless, as to such of the same

Premises

Baron De L'Isle and Dudley's Estate Act, 1854.

Premises as were charged therewith respectively, to the said yearly Rentcharge of Eight hundred Pounds or Five hundred Pounds, as the Case might be, payable to the said Dame *Mary Jane Foulis*, and to the said Powers and Remedies by the said recited Indenture of Settlement limited and granted for securing the same, and to the Interest during the Life of her the said *Mary Foulis* to grow due or arise for or in respect of the said Sum of One thousand Pounds directed to be raised for the said Dame *Mary Jane Foulis*, under the Trusts of the said Term of Three hundred Years limited or created by the same Indenture of Settlement, or for or in respect of any Money to be raised under the Trusts of the same Term for Costs, Charges, and Expenses, and to the Trusts of the same Term of Years, for better securing the Payment of the said Jointure Rentcharge of Eight hundred Pounds and Five hundred Pounds respectively, and to the Interest during the Life of her the said *Mary Foulis* to grow due or arise for or in respect of the said Sum of Five thousand Pounds, to which the said *Mary Foulis* so as aforesaid became entitled under the Trusts of the said Term of Two thousand Years limited or created by the said Indenture of Settlement of the Seventh Day of *May* One thousand eight hundred and twenty-five, or for or in respect of the said Sums of Two thousand Pounds and Three thousand Pounds so as aforesaid respectively borrowed on the Security of the same,) unto the said Marquis of *Kildare* and *James Allan Park*, their Executors, Administrators, and Assigns, in trust for the said *Mary Foulis*, her Executors, Administrators, and Assigns, for her sole and separate Use, and as her separate Estate, in the meantime and until the said intended Marriage should be solemnized, and after the Solemnization thereof, as to the said Sum of Five thousand Pounds, and the Interest thereof (subject as therein-before is mentioned concerning the same), upon and for the same or the like Trusts, Intents, and Purposes, and with and subject to the same or the like Powers of Appointment, as were therein-before declared and contained of or concerning the said Sum of One thousand Pounds and Interest therein-before assigned by the said Dame *Mary Jane Foulis*, and as to the Rents and Profits during the Life of the said *Mary Foulis* to grow due or arise for or in respect of the said Manors, Messuages, Farms, Lands, Rectories, Tithes, and other the Hereditaments comprised in the said Indenture of Settlement of the Seventh Day of *May* One thousand eight hundred and twenty-five, and by the said Will of the said Sir *William Foulis* limited to the Use of the said *Mark Foulis* and *Robert Hildyard* and their Heirs, during the Life of the said *Mary Foulis* as therein-before is mentioned, upon trust that they the said Marquis of *Kildare* and *James Allan Park*, and the Survivor of them, and the Executors or Administrators of such Survivor, should, during the joint Lives of the said *Mary Foulis* and Dame *Mary Jane Foulis*, if the said Dame *Mary Jane Foulis* should so long continue a Widow unmarried,

Baron De L'Isle and Dudley's Estate Act, 1854.

unmarried, by and out of the same Rents and Profits, levy and raise the clear annual Sum of Four hundred Pounds, and pay the same unto the said Dame *Mary Jane Foulis* or her Assigns as therein mentioned; and upon further trust that they the said Marquis of *Kildare* and *James Allan Park*, and the Survivor of them, and the Executors or Administrators of such Survivor, should, subject and without Prejudice to the Trust aforesaid, permit and suffer the Rents and Profits of the said Manors, Messuages, Farms, Lands, Rectories, and other Hereditaments to be received and taken by the said *Mary Foulis* for her sole and separate Use, independently of her said then intended or any future Husband, and of his Debts, Control, Interference, and Engagements, or by such Persons or Person as the said *Mary Foulis* from Time to Time, after the Rents and Profits should become receivable and not before, should by Writing under her Hand appoint to receive the same (but so nevertheless that the said *Mary Foulis* should not, while under Coverture, have Power to deprive herself of the Benefit thereof by any Disposition thereof by Sale, Mortgage, Charge, or otherwise in the way of Anticipation), and the Receipts of the said *Mary Foulis*, or of such Person or Persons as she should appoint to receive the same as aforesaid, to be good and effectual Discharges for the said Rents and Profits; and as to the Rents and Profits during the Life of the said *Mary Foulis* to grow due or arise for or in respect of the said Messuages, Farms, Lands, and other Hereditaments, by the said Testator's said recited Will and Codicils devised to the said *Arthur Newcomen*, *James Allan Park*, and *Thomas Robinson Grey*, as therein-before is mentioned or then vested in the said *James Allan Park* and *Thomas Robinson Grey*, on the Trusts of the said Will and Codicils, including the said Rentcharge in lieu of the Tithes of the said Estate called *Gunnergate*, upon and for the Trusts and Purposes therein-before expressed and declared of and concerning the Rents and Profits of the said Manors, Hereditaments, and Premises comprised in the said recited Indenture of Settlement of the Seventh Day of *May* One thousand eight hundred and twenty-five (except the aforesaid Trust for raising and paying the said annual Sum of Four hundred Pounds to the said Dame *Mary Jane Foulis* or her Assigns during the joint Lives of the said *Mary Foulis* and Dame *Mary Jane Foulis*, if the said Dame *Mary Jane Foulis* should so long continue a Widow and unmarried; and by the Indenture now in recital, in exercise of the Power to the said *Mary Foulis* by the said Will and Codicil of the said Sir *William Foulis* given or limited as therein-before is mentioned, she the said *Mary Foulis* did limit and appoint, that if the said then intended Marriage should be solemnized, and if the said *Philip Sidney* should within Twelve Calendar Months after the Solemnization thereof apply for and endeavour to obtain an Act of Parliament, or Her Majesty's License, authorizing him to use the Surname of "*Foulis*," either alone or in addition to his own Surname,

Baron De L'Isle and Dudley's Estate Act, 1854.

name, (but so nevertheless that the Name of "*Foulis*" should be the last or principal Name,) and also use and wear the Family Arms of the said Sir *William Foulis* quartered with his own Family Arms, and thenceforth from Time to Time during the joint Lives of the said *Philip Sidney* and *Mary Foulis* assume, use, and wear such Surname and Arms accordingly, and in all other Things comply with the Provisions contained in the said Will of the said Sir *William Foulis* respecting the assuming, using, and wearing such Surname and Arms, and if the said *Philip Sidney* should survive her the said *Mary Foulis*, then and in such Case the said Mansion House called *Ingleby Manor*, with the Farm Buildings and other Offices and Buildings and the Garden and Pleasure Grounds thereto belonging, and all such other Parts of the Hereditaments and Premises comprised in the said Indenture of Settlement, and by the said Will of the said Sir *William Foulis* limited to the Use of the said *Mark Foulis* and *Robert Hildyard* and their Heirs during the Life of the said *Mary Foulis* as were particularly mentioned and comprised in the First Part of the Rental or Particular forming the First Schedule to the Indenture now in Recital or thereunto annexed, with their Rights, Members, and Appurtenances, and the Rents and Profits thereof, should (but subject, as to such of the same Premises as were charged therewith respectively, to a proportionate Part with any other Property also charged therewith of the said Jointure Rentcharges payable to the said Dame *Mary Jane Foulis*, and the Powers and Remedies for securing the same, and to a proportionate Part of the Interest from and after the Death of the said *Mary Foulis* and thenceforth during the Life of him the said *Philip Sidney* to grow due or arise for or in respect of the said Sum of One thousand Pounds directed to be raised for the said Dame *Mary Jane Foulis* under the Trusts of the said Term of Three hundred Years, or any Money to be raised for Costs, Charges, and Expenses under the Trusts of the same Term, and to the Trusts of the same Term for better securing the Payment of the said Jointure Rentcharges, so far as the same related to such proportionate Part, and also to a proportionate Part of the Interest from and after the Death of the said *Mary Foulis* and thenceforth during the Life of the said *Philip Sidney* to grow due or arise for or in respect of the said Sum of Five thousand Pounds, the Amount of the Portion of the said *Mary Foulis*, under the Trusts of the said Term of Two thousand Years, or for or in respect of the said Sums of Two thousand Pounds and Three thousand Pounds so as aforesaid respectively borrowed on the Security of the same, and also subject to the Payment of a proportionate Part of the Interest from and after the Death of the said *Mary Foulis* and thenceforth during the Life of the said *Philip Sidney* to grow due or arise for or in respect of any Portion or Portions which might upon or after the Death of the said *Mary Foulis* become raisable under the Trusts of the said Term of Four thousand Years limited or created by the said Will and Codicils of

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Baron De L'Isle and Dudley's Estate Act, 1854.

the said Sir *William Foulis*, or for or in respect of any Sum or Sums of Money which might have been or might thereafter be raised under the Trusts of the same Term for the Advancement or Preferment in the World of any Male Child or Children of the said then intended Marriage, and to the Payment of a proportionate Part of any Sum or Sums of Money which might be raised under the Trusts of the same Term for the Maintenance and Education of any Child or Children of the said then intended Marriage,) go, remain, and be to the Use of and in trust for the said *Philip Sidney* and his Assigns during his Life, but so nevertheless that the said *Philip Sidney* or his Assigns should not be authorized or empowered to cut or fell Timber or Timber-like Trees otherwise than for the Purpose of repairing Buildings and Fences upon the Lands therein-before limited and appointed or intended so to be; and by the Indenture now in recital, in exercise of the Power to the said *Mary Foulis* for that Purpose by the said Will and Codicils of the said Sir *William Foulis* given or limited as therein-before was mentioned, she the said *Mary Foulis* did direct, limit, and appoint, that if the said intended Marriage should be solemnized, and if the said *Philip Sidney* should, within Twelve Calendar Months after the Solemnization thereof, apply for and endeavour to obtain an Act of Parliament or Her Majesty's Licence authorizing him to use the Surname of "*Foulis*" either alone or in addition to his own Surname, but so nevertheless that the Name of "*Foulis*" should be the last or principal Name, and also use and bear the Arms of the said Sir *William Foulis* quartered with his own Family Arms, and thenceforth from Time to Time during the joint Lives of the said *Philip Sidney* and *Mary Foulis* assume, use, and wear such Surname and Arms accordingly, and in all other respects comply with the Provisions contained in the said Will of the said Sir *William Foulis* respecting the assuming, using, and wearing such Surname and Arms, and if there should be no Child or remoter Descendant of the said *Mary Foulis* by the said *Philip Sidney* who should attain the Age of Twenty-one Years, and if the said *Philip Sidney* should be living at the Time of the Death of the said *Mary Foulis*, or at the Time of such Default or Failure of Issue of the said *Mary Foulis* by the said *Philip Sidney* as aforesaid, which should last happen, then and in such Case from and immediately after the Decease of the said *Mary Foulis*, and such Default or Failure of Issue of the said *Mary Foulis* by the said *Philip Sidney* as aforesaid, (which should last happen,) the Hereditaments particularly mentioned and comprised in the Second Part of the Rental or Particular forming the First Schedule thereunder written or thereunto annexed, with their Rights, Members, and Appurtenances, and also all and singular the Messuages, Farms, Lands, and other Hereditaments particularly mentioned and comprised in the Rental or Particular forming the Second Schedule thereunder written or thereunto annexed, and all and singular other (if any) the Hereditaments which under or by virtue of the

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Baron De L'Isle and Dudley's Estate Act, 1854.

the said Will and Codicils the said *Mary Foulis* had Power to limit or appoint to the Use of or in trust for her Husband, and not therein-before appointed to or in trust for the said *Philip Sidney*, with their Rights, Members, and Appurtenances, and the Rents and Profits thereof, should (but subject as to such of the same Premises as were charged therewith respectively to a proportionate Part with any other Property also charged therewith of the said Jointure Rentcharges, payable to the said Dame *Mary Jane Foulis*, and the Powers and Remedies for securing the same, and to a proportionate Part of the Interest from and after the Death of the said *Mary Foulis* and thenceforth during the Life of him the said *Philip Sidney* to grow due or arise for or in respect of the said Sum of One thousand Pounds directed to be raised for the said Dame *Mary Jane Foulis* under the Trusts of the said Term of Three hundred Years, or any Money to be raised for Costs, Charges, and Expenses under the Trusts of the same Term, and to the Trusts of the same Term for better securing the Payment of the said Jointure Rentcharges so far as the same related to such proportionate Part, and also to a proportionate Part of the Interest from and after the Death of the said *Mary Foulis* and thenceforth during the Life of the said *Philip Sidney* to grow due or arise for or in respect of the said Sum of Five thousand Pounds, the Amount of the Portion of the said *Mary Foulis* under the Trusts of the said Term of Two thousand Years, or for or in respect of the said Sums of Two thousand Pounds and Three thousand Pounds so as aforesaid respectively borrowed on the Security thereof, and also subject to the Payment of a proportionate Part of the Interest from and after the Death of the said *Mary Foulis*, and thenceforth during the Life of the said *Philip Sidney*, to grow due or arise for or in respect of any Portion or Portions which might, upon or after the Death of the said *Mary Foulis*, become raisable under the Trusts of the said Term of Four thousand Years limited or created by the said recited Will and Codicils of the said Sir *William Foulis*, or for or in respect of any Sum or Sums of Money which might have been or might thereafter be raised under the Trusts of the same Term for the Advancement or Preferment in the World of any Male Child or Children of the said then intended Marriage, and to the Payment of a proportionate Part of any Sum or Sums of Money which might be raised under the Trusts of the same Term for the Maintenance and Education of any Child or Children of the said intended Marriage,) go, remain, and be to the Use of or in trust for the said *Philip Sidney* and his Assigns during his Life, but so nevertheless that the said *Philip Sidney* and his Assigns should not be authorized or empowered to cut or fell Timber or Timber-like Trees, otherwise than for the Purpose of repairing Buildings and Fences upon the Lands last therein-before limited and appointed, or intended so to be; and the said *Mary Foulis* did thereby, in exercise of the Power or Authority to her by the said Will and Codicils of the said Sir
William

Baron De L'Isle and Dudley's Estate Act, 1854.

William Foulis given or limited as therein-before was mentioned, limit and appoint that if the said Marriage should be solemnized, and if the said *Philip Sidney* should, within Twelve Calendar Months after the Solemnization thereof, apply for and endeavour to obtain an Act of Parliament or Her Majesty's Licence authorizing him to use the Surname of "*Foulis*," either alone or in addition to his own Surname, but so nevertheless that the Name of "*Foulis*" should be the last or principal Name, and also use and wear the Family Arms of the said *Sir William Foulis* quartered with his own Family Arms, and thenceforth from Time to Time during the joint Lives of the said *Philip Sidney* and *Mary Foulis* assume, use, and wear such Surname and Arms accordingly, and in all other respects comply with the Provision contained in the said Will of the said *Sir William Foulis* respecting the assuming, using, and wearing of such Surname and Arms, and if the said *Philip Sidney* should survive her the said *Mary Foulis*, then and in such Case from and after the Death of the said *Mary Foulis*, and thenceforth during the Minority of any Issue of the said *Mary Foulis* by the said *Philip Sidney* who under the said Will and Codicils of the said *Sir William Foulis* should for the Time being be entitled to the said Hereditaments and Premises last therein-before appointed or intended so to be, as Tenant in Tail Male or in Tail, either in Possession or in Reversion immediately expectant on the said Term of Four thousand Years limited or created or to be limited or created in the same respectively, or during such Part of such Minority or Minorities as the said *Philip Sidney* should live, the said Hereditaments and Premises last therein-before appointed or intended so to be, with their Rights, Members, and Appurtenances, and the Rents and Profits thereof, should (but subject as to such of the same Premises as were charged therewith respectively to a proportionate Part with any other Property also charged therewith of the said Jointure Rentcharges payable to the said *Dame Mary Jane Foulis* and the Powers and Remedies for securing the same, and to a proportionate Part of the Interest from and after the Death of the said *Mary Foulis*, and thenceforth during the Minority of any Issue of the said *Mary Foulis* by the said *Philip Sidney* for the Time being entitled as aforesaid, or such Part of such Minority as the said *Philip Sidney* should live, grow due or arise for or in respect of the said Sum of One thousand Pounds directed to be raised for the said *Dame Mary Jane Foulis* under the Trusts of the said Term of Three hundred Years, or any Monies to be raised for Costs, Charges, and Expenses under the Trusts of the same Term, and to the Trusts of the same Term, for better securing the Payment of the said Jointure Rentcharges, so far as the same relate to such proportionate Part, and also to a proportionate Part of the Interest, from and after the Death of the said *Mary Foulis*, and thenceforth during the Minority of any Issue of the said *Mary Foulis* by the said *Philip Sidney* for the Time being entitled as aforesaid, or such Part of such Minority as the said *Philip Sidney* should

Baron De L'Isle and Dudley's Estate Act, 1854.

should live, to grow due or arise for or in respect of the said Sum of Five thousand Pounds, the Amount of the Portion of the said *Mary Foulis* under the Trusts of the said Term of Two thousand Years, or for or in respect of the said Sums of Two thousand Pounds and Three thousand Pounds so as aforesaid respectively raised on the Security of the same, and also subject to the Payment of a proportionate Part of the Interest from and after the Death of the said *Mary Foulis*, and thenceforth during the Minority of any Issue of the said *Mary Foulis* by the said *Philip Sidney* for the Time being entitled as aforesaid, or during such Part of such Minority as the said *Philip Sidney* should live, to grow due or arise for or in respect of any Portion or Portions which might, upon or after the Death of the said *Mary Foulis*, become raisable under the Trusts of the said Term of Four thousand Years limited or created by the said Will and Codicils of the said Sir *William Foulis*, or for or in respect of any Sum or Sums of Money which might have been or might thereafter be raised under the Trusts of the same Term for the Advancement or Preferment in the World of any Male Child or Children of the said then intended Marriage, and to the Payment of a proportionate Part of any Sum or Sums of Money which might be raised under the Trusts of the same Term for the Maintenance and Education of any Child or Children of the said then intended Marriage,) go, remain, and be to the Use of and in trust for the said *Philip Sidney* and his Assigns, but so nevertheless that the said *Philip Sidney* or his Assigns should not be authorized or empowered to cut or fell Timber or Timber-like Trees otherwise than for the Purpose of repairing Buildings and Fences upon the Lands last therein-before appointed or intended so to be: And whereas the said *Philip Sidney* did, on or about the Sixth Day of *June* One thousand eight hundred and fifty, obtain Her Majesty's Licence to use the Surname of "*Foulis*" in addition to and after that of "*Sidney*," and also to use and wear the Arms of "*Foulis*" quartered with those of "*Sidney*," and he thenceforth and up to the present Time hath assumed and worn the said Surname and Arms accordingly: And whereas the said *Philip Charles*, then Baron *De L'Isle and Dudley*, died on or about the Fourth Day of *March* One thousand eight hundred and fifty-one, and thereupon the said *Philip Sidney Foulis* became Baron *De L'Isle and Dudley*: And whereas the said Dame *Mary Jane Foulis* died on or about the Eleventh Day of *June* One thousand eight hundred and fifty-two, and all Arrears of her said Annuity were duly paid: And whereas by an Indenture bearing Date on or about the Thirteenth Day of *May* One thousand eight hundred and fifty-three, made between the said *John Page*, *John Page Sowerby*, and *Jane Burrell* of the First Part, the said *John Page* and *John Page Sowerby* of the Second Part, the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and the said *Mary Sidney Foulis* Baroness *De L'Isle and Dudley* of the Third Part, and Lord *Adolphus Fitzclarence* and the said

Indenture
dated
13th May
1853.

[Private.]

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James

Baron De L'Isle and Dudley's Estate Act, 1854.

James Allan Park of the Fourth Part, for the Consideration therein mentioned, the said *John Page*, *John Page Sowerby*, and *Jane Burrell* did assign unto the said Lord *Adolphus Fitzclarence* and *James Allan Park*, their Executors, Administrators, and Assigns, the said Sum of Two thousand Pounds, and the Interest thenceforth to become due for the same, and the said *John Page* and *John Page Sowerby*, for the Consideration therein mentioned, did assign unto the said Lord *Adolphus Fitzclarence* and *James Allan Park*, their Executors, Administrators, and Assigns, the said Sum of Three thousand Pounds and the Interest thenceforth to become due for the same; and by the same Indenture the said *John Page*, *John Page Sowerby*, and *Jane Burrell* did assign, and the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and the said *Mary Sidney Foulis* Baroness *De L'Isle and Dudley* did assign and confirm the said Sum of Five thousand Pounds raisable under the Trusts of the Term of Two thousand Years created by the said therein and herein-before recited Indenture of Settlement of the Seventh Day of *May* One thousand eight hundred and twenty-five, and all Interest thenceforth to accrue due for the same, unto the said Lord *Adolphus Fitzclarence* and *James Allan Park*, their Executors, Administrators, and Assigns: And whereas by Indenture bearing date the Twelfth Day of *July* One thousand eight hundred and fifty-four, made between the said *Mary Foulis* Baroness *De L'Isle and Dudley* of the one Part and the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* of the other Part, (endorsed on the said herein-before recited Indenture of Settlement of the Twentieth Day of *April* One thousand eight hundred and fifty,) reciting that the said *Mary Foulis* Baroness *De L'Isle and Dudley* was desirous that the several and respective Estates and Interests by the said Indenture of the Twentieth Day of *April* One thousand eight hundred and fifty appointed to the Use of or in trust for the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and his Assigns should be without Impeachment of Waste (save and except with respect to Timber or Timber-like Trees, which he and they should have no Power to cut or fell otherwise than for the Purpose of repairing Buildings and Fences), and reciting that it being doubtful whether the said several and respective Estates and Interests so appointed to or in trust for the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* were under the same Indenture made dispunishable for Waste (except as aforesaid), the said *Mary Foulis* Baroness *De L'Isle and Dudley* was desirous of exercising in Manner and to the Extent therein-after mentioned the Power limited to her in and by the said Will of the said Sir *William Foulis*, of limiting and appointing to or in trust for her Husband the Manor, Hereditaments, and Premises respectively appointed by the said Indenture of the Twentieth Day of *April* One thousand eight hundred and fifty, or intended so to be, it is by the Indenture now in recital witnessed, that towards effectuating the said Desire, and by force and virtue and in exercise and

execution

Indenture
dated 12th
July 1854.

Baron De L'Isle and Dudley's Estate Act, 1854.

execution of the Power or Authority to the said *Mary Foulis* Baroness *De L'Isle and Dudley* for that Purpose by the said Will and Codicils of the said Sir *William Foulis* given or limited, as in the said Indenture of the Twentieth Day of *April* One thousand eight hundred and fifty is mentioned, and of every or any other Power or Authority in anywise enabling her in that Behalf, she the said *Mary Foulis* Baroness *De L'Isle and Dudley* did by that Deed in Writing, by her sealed and delivered in the Presence of the credible Person or Persons whose Name or Names is or are intended to be thereunder written as a Witness or Witnesses attesting the sealing and Delivery of those Presents by the said *Mary Foulis* Baroness *De L'Isle and Dudley*, limit and appoint that if the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* should from Time to Time during the joint Lives of himself and the said *Mary Foulis* Baroness *De L'Isle and Dudley*, use the Surname of "*Foulis*" alone or in addition to his own Surname, but as his last or principal Name, and use and wear the Family Arms of the said Sir *William Foulis* quartered with his own Family Arms, and in all other Things comply with the Provisions contained in the said Will of the said Sir *William Foulis* respecting the using and wearing such Surname and Arms, and if the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* should survive her the said *Mary Foulis* Baroness *De L'Isle and Dudley*, then and in such Case the said Mansion House called *Ingleby Manor*, with the Farm Buildings and other Offices and Buildings, and the Garden and Pleasure Grounds thereto belonging, and all such other Parts of the Hereditaments and Premises comprised in the said Indenture of Settlement of the Seventh Day of *May* One thousand eight hundred and twenty-five, and by the said Will of the said Sir *William Foulis* limited to the Use of the said *Mark Foulis* and *Robert Hildyard* and their Heirs during the Life of the said *Mary Foulis* Baroness *De L'Isle and Dudley*, as are particularly mentioned and comprised in the First Part of the Rental or Particular forming the First Schedule to the said Indenture of the Twentieth Day of *April* One thousand eight hundred and fifty, with the Rights, Members, and Appurtenances, and the Rents and Profits thereof, should (but subject, as in the same Indenture is mentioned, save and except as to the Jointure Rentcharges payable to the said Dame *Mary Jane Foulis*, and the Powers and Remedies for securing the same, which had ceased by her Death,) go, remain, and be to the Use of and in trust for the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley*, and his Assigns, during his Life, without Impeachment of Waste, except as to Timber or Timber-like Trees, which he and they was and were not to cut or fell otherwise than for the Purpose of repairing Buildings and Fences upon the Lands therein-before limited or appointed or intended so to be; and it is by the said Indenture now in recital further witnessed, that for further effectuating the said Desire, and by force and virtue and in exercise and execution of the Power or Authority to the said *Mary Foulis* Baroness *De L'Isle and Dudley*

Baron De L'Isle and Dudley's Estate Act, 1854.

Dudley for that Purpose by the said Will and Codicils of the said Sir *William Foulis* given or limited as aforesaid, and of every or any other Power or Authority in anywise enabling her in this Behalf, she the said *Mary Foulis* Baroness *De L'Isle and Dudley* did, by that Deed in Writing by her so sealed and delivered as aforesaid, limit and appoint that if the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* should from Time to Time during the joint Lives of himself and the said *Mary Foulis* Baroness *De L'Isle and Dudley* use the Surname of "*Foulis*" alone or in addition to his own Surname, but as his last or principal Name, and use and wear the Family Arms of the said Sir *William Foulis* quartered with his own Family Arms, and in all other respects comply with the Provisions contained in the said Will of the said Sir *William Foulis* respecting the using and wearing such Surname and Arms, and if there should be no Child or remoter Descendant of the said *Mary Foulis* Baroness *De L'Isle and Dudley* by the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* who should attain the Age of Twenty-one Years, and if the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* should be living at the Time of the Decease of the said *Mary Foulis* Baroness *De L'Isle and Dudley*, or at the Time of such Default or Failure of Issue of the said *Mary Foulis* Baroness *De L'Isle and Dudley* by the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* which should last happen, then and in such Case, from and immediately after the Decease of the said *Mary Foulis* Baroness *De L'Isle and Dudley*, and such Default or Failure of Issue of the said *Mary Foulis* Baroness *De L'Isle and Dudley* by the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* as aforesaid, which shall last happen, the Hereditaments particularly mentioned and comprised in the Second Part of the Rental or Particular forming the First Schedule to the said Indenture of the Twentieth Day of *April* One thousand eight hundred and fifty, with their Rights, Members, and Appurtenances, and all and singular the Messuages, Farms, Lands, and other Hereditaments particularly mentioned and comprised in the Rental or Particular forming the Second Schedule to the same Indenture, and all and singular other (if any) the Hereditaments which under or by virtue of the said Will and Codicils the said *Mary Foulis* Baroness *De L'Isle and Dudley* had Power to limit or appoint to the Use of or in trust for her Husband, and not therein-before appointed to or in trust for the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley*, with their Rights, Members, and Appurtenances, and the Rents and Profits thereof, should (but subject as aforesaid, save and except as to the Jointure Rentcharges payable to the said Dame *Mary Jane Foulis*, and the Powers and Remedies for securing the same which had ceased by her Death,) go, remain, and be to the Use of and in trust for the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and his Assigns during his Life, without Impeachment of Waste, except as to Timber or Timber-like Trees, which they
and

Baron De L'Isle and Dudley's Estate Act, 1854.

and he is and are not to cut or fell otherwise than for the Purpose of repairing Buildings and Fences upon the Lands lastly therein-before limited or appointed, or intended so to be; provided always, and the said *Mary Foulis* Baroness *De L'Isle and Dudley* did thereby, in exercise and execution of the Power or Authority to her the said *Mary Foulis* Baroness *De L'Isle and Dudley* for that Purpose by the said Will and Codicils of the said *Sir William Foulis* given or limited as aforesaid, and of every or any other Power or Authority in anywise enabling her in that Behalf, further limit and appoint that if the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* should from Time to Time during the joint Lives of himself and the said *Mary Foulis* Baroness *De L'Isle and Dudley* use the Surname of "*Foulis*" alone or in addition to his own Surname, but as his last or principal Name, and use and wear the Family Arms of the said *Sir William Foulis*, and in all other respects comply with the Provisions contained in the said Will of the said *Sir William Foulis* respecting the using and wearing such Surname and Arms, and if the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* should survive her the said *Mary Foulis* Baroness *De L'Isle and Dudley*, then and in such Case from and after the Death of the said *Mary Foulis* Baroness *De L'Isle and Dudley*, and thenceforth during the Minority of any Issue of the said *Mary Foulis* Baroness *De L'Isle and Dudley* by the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* who, under the said Will and Codicils of the said *Sir William Foulis*, shall for the Time being be entitled to the said Hereditaments and Premises lastly therein-before appointed or intended so to be, as Tenant in Tail Male or in Tail, either in Possession, or in Reversion immediately expectant on the said Term of Four thousand Years limited or created or to be limited or created in the same respectively, or during such Part of such Minority or Minorities as the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* should live, the said Hereditaments and Premises lastly therein-before appointed or intended so to be, with their Rights, Members, and Appurtenances, and the Rents and Profits thereof, should (but subject as aforesaid, save and except as to the Jointure Rentcharges payable to the said Dame *Mary Jane Foulis*, and the Powers and Remedies for securing the same which had ceased by her Death,) go, remain, and be to the Use of and in trust for the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and his Assigns, without Impeachment of Waste, except as to Timber or Timber-like Trees, which he and they was not and were not to cut or fell otherwise than for the Purpose of repairing Buildings and Fences upon the Lands lastly therein-before appointed or intended so to be: And whereas the said *Mary Foulis*, on or about the Twenty-third Day of *April* One thousand eight hundred and fifty, inter-married with the said Honourable *Philip Sidney*, and who, upon the Death of the said *Philip Charles* then Baron *De L'Isle and Dudley* as aforesaid, became *Mary Foulis* Baroness *De L'Isle and Dudley*;

[*Private.*] and

Baron De L'Isle and Dudley's Estate Act, 1854.

and the said Baroness *De L'Isle and Dudley* hath Issue Three Children and no more, that is to say, *Philip Sidney Foulis*, her eldest Son, an Infant of the Age of One Year or thereabouts, another Son recently born, and an only Daughter, *Mary Sophia Sidney Foulis*, an Infant of the Age of Two Years or thereabouts: And whereas *Richard Roundell Currer* Esquire is the Second Son of the said Testator's Sister *Hannah Currer*, and has attained his Age of Twenty-one Years, and is the first Tenant in Tail of full Age of the Estates appointed and devised by the said Will and Codicils of the said Sir *William Foulis*: And whereas such of the Estates appointed and devised by the said Will of the said Sir *William Foulis* as are comprised and mentioned in the Schedule to this Act are believed to contain Ironstone and other Minerals: And whereas Offers have lately been received by the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley*, on behalf of the said *Mary Foulis* Baroness *De L'Isle and Dudley*, of Rents amounting to upwards of Four thousand Pounds *per Annum*, for Liberty to work as many Tons of Ironstone as, at Sixpence a Ton, will amount to that Rent, and of Sevenpence a Ton for every Ton over such Quantity: And whereas it would much promote the Interests of the said *Mary Foulis* Baroness *De L'Isle and Dudley* and her Issue, and the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley*, and the said *Richard Roundell Currer*, and all other Persons claiming under the Will of the said Sir *William Foulis*, if proper Powers were given to grant Leases of such of the Estates of the said Sir *William Foulis* as are comprised and mentioned in the Schedule to this Act, for Terms not exceeding Sixty Years, for the Purpose of working Iron, Ironstone, Iron Ore, and other Mineral Produce, so that One Fourth of the Rent or Income arising from every such Lease (save and except the Rent reserved for the Surface, and which should in each Case be reserved distinct from Rent or Royalty for Minerals) should be treated and dealt with as Real Estate, and applied in the Purchase of Freehold and Copyhold Estates, to be settled to the Uses to which the Estates comprised in the Schedule to this Act are settled by the said Will and Codicils of the said Sir *William Foulis* and the said Indenture of Settlement of the Twentieth Day of *April* One thousand eight hundred and fifty, or such of them as shall be then subsisting: And whereas the said Will of the said Sir *William Foulis* contains no Power enabling the Sale and Exchange of the said Estates of the said Sir *William Foulis*, and it would be of great Advantage to and promote the Interests of the said *Mary Foulis* Baroness *De L'Isle and Dudley* and her Issue, and the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley*, and the said *Richard Roundell Currer*, and all other Persons claiming under the Will of the said Sir *William Foulis*, if proper Powers were given and Provision made for selling and exchanging such of the said Estates as are situate in *Pottow* and at *Marton* and *Carlton* in *Cleveland* (being respectively outlying Estates),
and

Baron De L'Isle and Dudley's Estate Act, 1854.

and investing the Monies arising from such Sale or received for Equality of Exchange in the Purchase of Freehold and Copyhold Estates, and for settling as well the Lands and Hereditaments so to be purchased, as the Lands and Hereditaments to be received by way of Exchange, to such Uses as the Estates which shall be so sold or exchanged shall stand or would have then stood limited or settled and subject to under the said several in part recited Indentures of Settlement, Will, Codicils, or other Instruments, and this Act, but so as not to double or increase Charges: And whereas no valid or effectual Lease, Sale, or Exchange can be made of any Part of the said Estates for the Purposes aforesaid without the Authority of Parliament: Wherefore your Majesty's most dutiful and loyal Subjects the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley*, *Mary Foulis* Baroness *De L'Isle and Dudley*, *Philip Sidney Foulis*, and *Mary Sophia Sidney Foulis*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

I. That from and after the passing of this Act all and singular the Lands, Grounds, and Hereditaments mentioned and described in the Schedule to this Act annexed, with their respective Appurtenances, shall be vested in and settled upon, and the same are hereby accordingly vested in and settled upon, the Reverend *Henry Berners Shelley Harris* Clerk, Master of the Hospital of *Robert Dudley* Earl of *Leicester* in *Warwick*, and *John Gregson* of *Bedford Row* in the Parish of *Saint Andrew Holborn* in the County of *Middlesex*, Gentleman, their Heirs and Assigns, for ever, according to the Nature, Tenure, and Quality thereof respectively; but as to so much and such Part and Parts of the said Hereditaments as shall consist of Copyholds, the said *Henry Berners Shelley Harris* and *John Gregson* shall be previously admitted thereto according to the Customs of the Manors of which the same are respectively holden.

Estates
vested in
Trustees.

II. That from and after the passing of this Act it shall be lawful for the said *Henry Berners Shelley Harris* and *John Gregson*, and the Survivor of them, and the Heirs of such Survivor, with the Consent in Writing of the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and *Mary Foulis* Baroness *De L'Isle and Dudley* (whether covert or sole), during their Joint Lives, and after the Decease of either of them, with the Consent in Writing of the Person or Persons who for the Time being shall be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the said Lands and Grounds to be demised or leased under the Authority of this Act, or for the Guardian or Guardians of such Person or Persons, if he, she, or they shall be under the Age of Twenty-one Years,) by Indenture

Power to
grant
Mining
Leases.

Baron De L'Isle and Dudley's Estate Act, 1854.

denture to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, from Time to Time to demise or lease all and every or any Part or Parts of the Lands or Grounds comprised in the Schedule to this Act, not being within Nine hundred and ninety Yards of *Ingleby Manor House*, (but subject to the Interests therein of the existing Tenants (if any) at the Time of such Demise,) for the Purpose of working and getting the Iron, Ironstone, Iron Ore, or other Minerals which may be found or discovered there, and also any Part of the said Lands or Grounds comprised in the said Schedule which it may be thought expedient to lease unto any Person or Persons for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest; together with full and free Liberty, Licence, Power, and Authority to sink, dig, search, bore, and try for, and win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Iron, Ironstone, Iron Ore, or other Minerals as shall be found within, under, or upon the Lands or Grounds thereby to be demised, or in working or mining the same; and also all Iron, Ironstone, Iron Ore, or other Minerals and Materials as may be raised or brought or imported from any other Lands, and to dig and raise out of the Lands and Hereditaments comprised in such Lease or Leases respectively Brick Earth, Loam, Clay, Sand, and other Soil that may be fit and proper for making Bricks or Tiles, or any other Article for the Manufacture of which Brick Earth is used, and also to dress, work up, manufacture, and burn the same into Bricks or Tiles or other Articles for the Manufacture of which Brick Earth is used upon the Lands and Hereditaments comprised in such Lease or Leases respectively, or some suitable Part or Parts thereof, and to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Entwinds, Airways, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Watercourses, and to make, erect, and set up, and work such Furnaces, Brick Kilns, Tile Kilns, Fire Engines, Steam Engines, Windmills, Watermills, and other Mills, Gins, and other Engines and Machinery, Collieries, and other Works or Contrivances, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing such Minerals, or any of them, within, under, out of, and from the said Lands or Grounds, and for making, burning, and manufacturing Coke, Bricks, Tiles, and other Articles for the Manufacture of which Brick Earth is used, as well for Sale as for the Use of any such Furnaces and Works or otherwise, and for turning, bringing, and carrying Water for working the said Machinery and other Works, and for avoiding and carrying away foul Air and Stench from and out of the said Mines and Works respectively; and also full and free Liberty and Power of Outstroke and Instroke into or from any adjoining Mines,
Pits,

Baron De L'Isle and Dudley's Estate Act, 1854.

Pits, Shafts, or Workings; and also full and free Liberty, Licence, Room, and Pit Room, for depositing, laying, placing, and manufacturing all or any of the Minerals, Slack, Slag, and Refuse that shall from Time to Time proceed from, or be brought, dug, or gotten out of the said Lands or Grounds, or from or out of any Furnaces, Brick Kilns, Manufactories, or Works to be erected, set up, or made as aforesaid, or that may be raised or brought or imported from any other Lands; and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy and enjoy, in any convenient Places, or any Parts of the Hereditaments and Premises comprised in any such Lease, all such Houses, Cottages, Hovels, Lodges, Store Rooms, and Heap Rooms, Coke Ovens, Coke Hearths, Engine Houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines and Machinery, Collieries, Brick Kilns, and other Works, with such Yards, Gardens, Curtilages, Store Yards and Places to be annexed to or enjoyed with such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable for more conveniently working the said Iron, Ironstone, Iron Ore, and other Minerals in, under, or upon the said Lands or Grounds, and to dig and use Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar and other Materials, or any other Produce which may be found in or on the said Lands or Grounds fit for the Purpose, or which may be raised or brought or imported from any other Lands for erecting, building, making, and repairing such Hovels, Houses, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences as aforesaid, or any of them, or any Ways or Roads in or upon the demised Lands or Grounds, and also full Licence, Power, and Authority to have, use, and take (saving and without Injury or Prejudice to the Rights of other Parties) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the said Lands and Grounds, and (without Prejudice as aforesaid) to turn and convey such Water for working any Machinery to be erected as aforesaid, or for any other Purpose connected with the beneficial working of the said Iron, Ironstone, Iron Ore, and other Minerals in, under, or upon the said Lands and Grounds, and also to make, have, use, and enjoy such Wayleaves, Roads, Store Yards, and other like Easements and Privileges in, upon, out of, or over or under all or any Part of the said Lands or Grounds, as will render the Occupation and Working of the said Iron, Ironstone, Iron Ore, and other Minerals, and the Deposit, Manufacture, Sale, and Carriage of the said Iron, Minerals, and other Produce, whether from the said Lands and Grounds or any other Lands, advantageous and convenient, or as may reasonably be required by the Person to whom any such Lease may be proposed to be granted, and together with full Power and Authority to make, construct, and set up such Railways, Tramroads, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways or Watercourses, in, over, or upon

Baron De L'Isle and Dudley's Estate Act, 1854.

or under any Part of the said Lands and Grounds as shall or may be necessary or convenient for facilitating the transporting and carrying such Iron, Ironstone, Iron Ore, or other Minerals as aforesaid from the said Lands and Grounds, or from any Furnace, Brick Kiln, Tile Kiln, or other Place whatsoever, or for carrying and conducting Water to or from such Lands and Grounds, or any Works to be constructed thereon for the Purposes aforesaid, or any of them, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences, as shall or may be proper and sufficient for separating any Furnace, Railways, Tramroads, or Watercourses from the Lands or Grounds adjoining thereto, and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Iron, Ironstone, Iron Ore, and other Minerals which may be found and obtained in the Lands or Grounds to be leased as aforesaid, or raised or brought or imported from any other Lands, or any Bricks, Tiles, or other Articles manufactured of Brick Earth, which shall be made as aforesaid, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as may be usual or customary in the Neighbourhood in which any such Lands or Grounds shall be or shall or may be agreed upon with, or required by any such Lessee; so that upon every such Demise or Lease there be reserved and made payable yearly or oftener, during the Continuance of the said Demise or Lease, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best or most improved yearly or other Rent, either in Money, or in Tolls, Duties, Royalties, or Reservations, or partly in Money and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of making such Lease, and considering the Nature and Circumstances of the Case, be reasonably had or obtained for or in respect of the same Iron, Ironstone, Iron Ore, and other Minerals, Brick Earth, Loam, Clay, Sand, and other Soil, Powers and Privileges respectively, either alone, or together with any Lands to be comprised in such Lease as aforesaid, as the Case may be, without taking for and in respect of making the same any Fine, Premium, or Foregift, or anything in the nature of a Fine, Premium, or Foregift, but so that such Rents as shall be reserved wholly or partly in Money shall have reference to the Quantity of Iron, Ironstone, Iron Ore, and other Minerals obtained, save and except that Part thereof may (if thought proper) be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased; and so that in every such Lease there be contained on the Part of the Lessees a Covenant for the due and punctual Payment of the Rent or Royalty to be thereby reserved, and of all Taxes, Charges, Rates,

Baron De L'Isle and Dudley's Estate Act, 1854.

Rates, Assessments, Compositions, and Impositions whatsoever affecting the same Premises ; and so that in every such Lease there be contained a Proviso or Condition or a Clause in the Nature of a Proviso or Condition of Re-entry and of making void and determining the same in case the Rents or Royalties by such Leases to be reserved shall be behind and unpaid by any Period or Space to be therein limited, not exceeding Thirty Days after the Time to be appointed for Payment or Delivery thereof, such Rent or Royalty having been lawfully demanded at or at any Time after the Expiration of the Period to be by such Lease limited for Payment thereof, and such other Clauses or Powers of Re-entry or for Determination of any such Lease, and Covenants on the Part of the Lessee for properly and continuously working the Beds of Iron, Ironstone, Iron Ore, and other Minerals, in the said Lands or Grounds, and the Brick Earth, Clay, Loam, Sand, and other Soil as aforesaid, whenever the same shall be worked, and such other Covenants on the Part of the Lessee for working and managing the Lands and Grounds comprised in such Lease for the Purposes aforesaid, as may be mutually agreed upon between the said *Henry Berners Shelley Harris* and *John Gregson*, or the Survivor of them, or the Heirs of such Survivor, and the Lessee respectively ; and so that the Demise or Lease of all Lands or Grounds to be demised or leased, with any Lands or Grounds leased for the Purpose of working the Iron, Ironstone, Iron Ore, or other Minerals, or the Brick Earth, Clay, Loam, Sand, or other such Soil as aforesaid therein, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byeways, Batteries, Cuts, Inclined Planes, or Watercourses as aforesaid, shall cease with the Demise or Lease of the Lands or Grounds leased for the Purpose of working the Iron, Ironstone, Iron Ore, or other Minerals, Brick Earth, Clay, Loam, Sand, or other such Soil as aforesaid, and so that the Lessee to whom any such Lease shall be made as aforesaid shall duly execute a Counterpart or Duplicate of such Lease ; and so that in every such Demise or Lease there shall be contained a Covenant or Proviso on the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns, that it shall and may be lawful for the Person for the Time being entitled to the Rents reserved by such Lease, if such Person shall in his Discretion think fit so to do, at the Expiration or other sooner Determination of such Lease (he having given Six Calendar Months previous Notice in Writing of his Intention so to do), to purchase all and singular or any of the Trampates, Engines, Tools, Implements, and Utensils used or employed by such Lessee, his Heirs, Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Premises demised by such Lease, at a Valuation to be made by Three indifferent Persons, or any Two of them, to be chosen within such Period as by such Lease shall be fixed, one of them by the Person so intending to purchase, another by the Lessee, his Heirs, Executors, Administrators,

or

Baron De L'Isle and Dudley's Estate Act, 1854.

or Assigns, and a third by the Two Persons first chosen before they shall enter upon the Valuation, with such Provisions, in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to any such Lease, and that every or any such Lease may be made determinable by either Party, or by the Lessees, only at such Period or Periods, and upon such Conditions, as shall be specified in the said Lease, and shall and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoos, and Agreements as shall be mutually agreed upon between and by the said *Henry Berners Shelley Harris* and *John Gregson*, or the Survivor of them, or the Heirs of such Survivor, and the Lessee, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisions, Conditions, and Agreements herein-before directed to be inserted therein.

Power to grant Way-leaves not exceeding Sixty Years, but not within 500 Yards of the Mansion House.

III. That from and after the passing of this Act it shall be lawful for the said *Henry Berners Shelley Harris* and *John Gregson* and the Survivor of them, and the Heirs of such Survivor, with the Consent in Writing of the said *Philip Sidney Foulis* *Baron De L'Isle and Dudley* and *Mary Foulis* *Baroness De L'Isle and Dudley*, whether covert or sole, during their joint Lives, and after the Decease of either of them, with the Consent of the Person or Persons who for the Time being shall be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the said Lands and Grounds, or for the Guardian or Guardians of such Person or Persons if he, she, or they shall be under the Age of Twenty-one Years, by Indenture to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, to grant, demise, or lease any Way-leaves, Rights of Way, Rights of constructing and making Railways, Sideways, Byeways, Batteries, Cuts, Inclined Planes, and all other Works necessary and convenient thereto, Rights of Watercourse and Aircourse, Privileges, Easements, and Conveniences, in, through, out of, upon, over, or under all or any Part of the Lands or Grounds comprised in the Schedule to this Act (not being within Five hundred Yards of *Ingleby Manor House*), unto any Person or Persons for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, so as there shall be reserved on every such Demise or Lease the best or most improved yearly Rent or yearly Rents, to be payable yearly, half-yearly, or quarterly, and to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so as the Lessee or Lessees do execute a Counterpart

Baron De L'Isle and Dudley's Estate Act, 1854.

terpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents to be thereby respectively reserved.

IV. That it shall be lawful for the said *Henry Berners Shelley Harris* and *John Gregson*, or the Survivor of them, or the Heirs of such Survivor, with such Consent as aforesaid, from Time to Time to accept an actual or virtual Surrender of any Lease to be granted under the Authority of this Act, and whether the same shall have been or become voidable or not, and to grant any new Lease or Leases in lieu of any Lease which shall be so surrendered of all or any Part of the Premises therein comprised, for any Term or Terms of Years not exceeding Sixty Years; provided that every Lease to be made in lieu of such voidable or surrendered Lease shall be under and subject to the same or the like Covenants, Clauses, Provisions, and Conditions with reference to the Premises to be comprised therein, as shall be contained in the Lease which shall have become voidable, either wholly or partially, or have been so surrendered as aforesaid, or such and so many of the same Covenants, Clauses, Provisoes, and Conditions as the Circumstances of the Case shall permit or require; and provided that no Fine or Premium, except an additional yearly Rent or Rents to be agreed upon in respect thereof, shall be accepted and taken for making or giving any such new Lease or Leases, and so as the Lessee or Lessees do consent to accept such Confirmations or new Leases, and do execute a Counterpart of such Confirmations or new Leases.

Power to accept Surrenders of Leases and to grant New Leases.

V. That in any Lease to be granted under the Authority of this Act the Rent to be paid for the Surface of any Land to be demised by such Lease, and the Rent, Tolls, or Duties to be paid in respect of any Mineral or other Produce, or Goods carried along any Wayleave, Tramroad, or Railway which may be constructed upon and over the said Lands and Grounds comprised in the Schedule to this Act, or any Part thereof, shall be reserved separately and distinctly from the Rent, Tolls, Duties, or Royalties reserved by such Lease in respect of Iron, Ironstone, Iron Ore, Brick Earth, Clay, or other Mineral Produce, to be gotten in, upon, or out of the Lands or Grounds demised by such Lease.

Rent for Minerals and Rent for Surface to be reserved separately.

VI. That the said *Henry Berners Shelley Harris* and *John Gregson*, and the Survivor of them, and the Heirs of such Survivor, shall pay the Rent to be paid for the Surface of any Land to be demised by such Lease, and the Rent, Tolls, or Duties to be paid in respect of any Mineral or other Produce or Goods carried along any Wayleave, Tramroad, or Railway which may be constructed upon and over the said Lands and Grounds comprised in the Schedule to this Act or any Part thereof, and also Three equal Fourth Parts of the Rents, Tolls, Duties, Royalties, and Reservations payable under any Lease

Rent for Surface. Three Fourths of that for Minerals and Rents of Estates until leased, to be paid to Persons entitled to Estates.

[*Private.*]

Baron De L'Isle and Dudley's Estate Act, 1854.

granted under the Authority of this Act, in respect of any Iron, Ironstone, Iron Ore, Brick Earth, Clay, or other Mineral Produce to be gotten in, upon, or out of the Lands or Grounds comprised in such Lease, and also the Rents, Issues, and Profits of the Hereditaments mentioned in the said Schedule to this Act, in the meantime and until the same shall be demised or leased, under the Authority of this Act, to the Person or Persons who for the Time being shall or if this Act had not been passed would have been entitled to the Possession or the Rents and Profits of the said Hereditaments under the said Will and Codicils of the said Sir *William Foulis*, and the said Indenture of Settlement of the Twentieth Day of *April* One thousand eight hundred and fifty, or any of them: Provided always, that the Person or Persons to whom the said Rents shall under this Act be paid during the Lifetime of the said *Mary Foulis* Baroness *De L'Isle and Dudley* shall hold and stand possessed of the same upon such Trusts and for and upon such Intents and Purposes as are declared of the Rents and Profits of the Manors, Messuages, Farms, Lands, Rectories, and Hereditaments during the Life of the said *Mary Foulis* Baroness *De L'Isle and Dudley* settled and assured by the said Indenture of Settlement bearing Date on or about the Twentieth Day of *April* One thousand eight hundred and fifty.

One Fourth of Rent for Minerals to be paid into the Bank of England.

VII. That the said *Henry Berners Shelley Harris* and *John Gregson* and the Survivor of them, and the Heirs of such Survivor, shall pay the remaining One Fourth Part of such Rent, Tolls, Duties, Royalties, and Reservations, payable for any such Iron, Ironstone, Iron Ore, Brick Earth, Clay, or other Mineral Produce from Time to Time 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 an Account to be intituled "*Ex parte* the Persons entitled to the Settled Estates under the Will and Codicils of Sir *William Foulis* Baronet," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Cap. 32, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Cap. 24; and the Receipt of One of the Cashiers of the Bank of *England*, together with the Certificate of the said Accountant General to be thereto annexed, and filed in the Register Office of such Court, of the Payment into the Bank of *England* of such Monies, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge, or good and sufficient Discharges, for so much of the said Monies for which such Receipt or Receipts and Certificate or Certificates shall be given.

VIII. That

Baron De L'Isle and Dudley's Estate Act, 1854.

VIII. That it shall be lawful for the said *Henry Berners Shelley Harris* and *John Gregson*, and the Survivor of them, and the Heirs of such Survivor, at any Time or Times after the passing of this Act, with the Consent in Writing of the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and *Mary Foulis* Lady *De L'Isle and Dudley*, and after the Decease of either of them, with the Consent in Writing of the Person or Persons who for the Time being shall be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments proposed to be sold or exchanged, or of the Guardian or Guardians for the Time being of such Person or Persons if he, she, or they shall be under the Age of Twenty-one Years, to dispose of and convey, either by way of absolute Sale; or in exchange for or in lieu of other Hereditaments to be situate somewhere in *England*, all or any Part of the Hereditaments comprised in the said Schedule to this Act situate in *Pottow* and *Marston* and *Carlton* aforesaid, and the Inheritance thereof in Fee Simple, but subject to the Interests therein of the existing Tenants or Lessees (if any) at the Time of such Sale or Exchange, to any Person or Persons, for such Price or Prices in Money, or for such Equivalent or Recompence in Lands and Hereditaments, as the said *Henry Berners Shelley Harris* and *John Gregson*, or the Survivor of them, or the Heirs of such Survivor, can reasonably obtain for the same, and subject to such Stipulations or Conditions in any Particulars of or Contract upon any Sale or Exchange as to the Title to be required or the Evidence thereof, or as to any Indemnity or Indemnities, as they or he shall think fit, with Power to buy in the same Premises, or any Part or Parts thereof, at any Sale by Auction, and to rescind or vary any Contract for Sale or Exchange, without being answerable for any Loss to be occasioned thereby; and that upon Payment, in manner herein-after mentioned, of the Purchase Money for which such Hereditaments or any Part thereof shall be sold, or which shall be payable for Equality of Exchange (if any), it shall be lawful for the said *Henry Berners Shelley Harris* and *John Gregson*, and the Survivor of them, and the Heirs of such Survivor, as to the Freehold Hereditaments by any Deed or Deeds to be sealed and delivered by them or him in the Presence of and attested by Two or more Witnesses, and as to the Copyhold Hereditaments by any Surrender or Surrenders, to convey, surrender and assure the Hereditaments which shall be sold or given in exchange unto and to the Use of the Purchaser or Purchasers or the Person or Persons with whom such Exchange or Exchanges shall be made, his, her, or their Heirs and Assigns, or to such Uses or in such Manner as he, she, or they shall direct or appoint, freed and for ever discharged of and from all Estates, Limitations, Uses, Trusts, Intents, Purposes, Powers, Provisoos, Agreements, and Declarations which in and by the said several in part recited Indentures of Settlement, Will, Codicils, or other
Power to
sell and
exchange.
Instruments,

Baron De L'Isle and Dudley's Estate Act, 1854.

Instruments, are limited, expressed, and declared, or directed to be limited, expressed, and declared, of and concerning the same.

Monies to be
paid into
Bank.

IX. That all and singular the Monies to arise by any Sale or Sales, or to be received for Equality of any Exchange or Exchanges to be made in pursuance of this Act, shall be paid by the Purchaser or Purchasers thereof, or Person or Persons with whom such Exchange or Exchanges shall be made (as the Case may be), 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 Purchaser or Purchasers of the Estates of Sir *William Foulis*, deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Cap. 32, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Cap. 24.

Application
of Monies.

X. That all the Monies which shall be so paid into the Bank as aforesaid, or a competent Portion thereof, shall and may, upon Petition to be preferred to the said Court of Chancery in a summary Way by the said *Mary Foulis* Baroness *De L'Isle and Dudley* during her Life, and after her Decease by the Person or Persons who would be entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the Estates to be purchased as herein-after directed, or the Guardian or Guardians of such Person or Persons, if he, she, or they shall be under the Age of Twenty-one Years, be applied by the said Court either in or towards the Discharge of the Principal Monies (if any) which shall for the Time being be a Charge upon or affect the Estates for the Time being subject at Law or in Equity to the Uses and Trusts of the said Will and Codicils of the said Sir *William Foulis*, or in the Purchase of Freehold or Copyhold Hereditaments, free from all Incumbrances, (except Land Tax, Quit-rents, or other Outgoings and Payments,) to be situate, lying, and being in *England*, or partly in or towards Discharge of Incumbrances, and partly in such Purchase or Purchases as aforesaid; that as well all and singular the Freehold and Copyhold Hereditaments which shall be so purchased as aforesaid, as the Freehold and Copyhold Hereditaments so to be received by way of Exchange as aforesaid, shall be conveyed, settled, and assured to such and the same Uses, upon such and the same Trusts, and with, under, and subject to such and the same Powers, Provisoos, and Limitations as the said Estates and Hereditaments which shall be so sold or given in Exchange as aforesaid shall then stand, or would (if such Sale or Exchange had not been made) would have stood limited or settled and subject to, under or by virtue of the said several in part recited Indentures of Settlement, Will, Codicils, or other Instruments, and this Act, or as near thereto

Baron De L'Isle and Dudley's Estate Act, 1854.

thereto as Circumstances, and the Nature and Tenure of the said Estates and Hereditaments so to be purchased as aforesaid, and the Rules, of Law and Equity, will admit, but so as not to double or otherwise increase Charges.

XI. That the Certificate or Certificates of the said Accountant General of the Payment of any Monies into the Bank of *England*, together with the Receipt or Receipts of One of the Cashiers of the said Bank, to be thereunto annexed, and therewith filed in the Register Office of the said Court of Chancery, shall from Time to Time be good and effectual Discharges for the Monies thereby directed to be paid into the Bank, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be paid; and the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, and other the Persons paying such Monies and taking such Receipts, his, her, and their Heirs, Executors, Administrators, and Assigns, shall not afterwards be obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same respectively, or any Part thereof.

Certificates of Accountant-General and Receipts of Cashiers to be Discharges.

XII. That all Sums of Money which shall be paid into the Bank of *England* as aforesaid shall in the meantime and until the said Money shall be invested in such Purchase or Purchases, or otherwise applied under the Direction of the said Court of Chancery as aforesaid, from Time to Time be laid out in the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of Exchequer Bills, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of Exchequer Bills: Provided always, that it shall and may be lawful for the said Court of Chancery to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received or exchanged for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off, all which Exchequer Bills respectively, whether purchased or exchanged, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases be found and approved, as herein-before directed, and until the same shall, upon Petition to the said Court of Chancery in a summary Way by or on the Behalf of the said *Philip Sidney Foulis Baron De L'Isle and Dudley* and *Mary Foulis*

As to the Investment of Monies.

[*Private.*]

12 p

Baroness

Baron De L'Isle and Dudley's Estate Act, 1854.

Baroness *De L'Isle and Dudley*, during their joint Lives, and after the Decease of either of them of the Person or Persons who would have been entitled to the Possession or Receipt of the Rents and Profits of the Hereditaments to be purchased as aforesaid, in case the same were purchased by virtue of this Act, or if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases in such Manner as the Court shall think just and direct; and if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money when so laid out, then and in that Case the Surplus which shall remain after discharging the Expences of Applications to the said Court, shall be paid to such Person or Persons respectively as would for the Time being have been entitled to the Rents and Profits of the said Hereditaments hereby directed to be purchased in case the same had been purchased in pursuance of this Act, or the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estates.

Provision for
Appoint-
ment of new
Trustees.

XIII. That in case the said *Henry Berners Shelley Harris* and *John Gregson*, or either of them, or any future Trustee or Trustees to be appointed in their or either of their Stead as herein-after is mentioned, shall die or be absent from *England* for the Space of One whole Year, or be desirous of being discharged from or decline to act or become incapable of acting in the Trusts or Powers hereby created, and in or to them respectively reposed and given, then and in such Case, and when and so often as the same shall happen, it shall and may be lawful for the said Court of Chancery, in a summary Way, on a Petition to be preferred by the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley* and *Mary Foulis* Baroness *De L'Isle and Dudley*, during their joint Lives, and after the Decease of either of them by the Person or Persons who for the Time being shall be beneficially entitled as aforesaid, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his, her, or their Guardian or respective Guardians, during his, her, or their Minority or respective Minorities, to appoint any Person or Persons named or approved of by the said Court to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying or having been absent from *England*, or desirous of being discharged, or declining or becoming incapable to act as aforesaid, and thereupon all the said Trust Estates shall with all convenient Speed be conveyed so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely or jointly with the continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts and for the same Uses, Intents, and Purposes as are herein declared of and concerning the same, or such of them as shall

be

Baron De L'Isle and Dudley's Estate Act, 1854.

be then subsisting and capable of taking effect; and such new Trustee or Trustees shall, to all Intents and Effects, Constructions and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

XIV. That the Trustees hereby appointed, or by virtue of this Act to be appointed, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, and each and every of them, shall be charged and chargeable only for such Monies as they shall respectively actually receive by virtue of or under this Act, and any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only for his own Acts, Receipts, Neglects, or Defaults respectively; and it shall be lawful for such Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Monies which shall come to their respective Hands by virtue of the Trusts and Powers herein-before contained, to retain to and reimburse himself and themselves respectively, and also to allow to his and their Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expenses which they or any of them shall sustain or disburse in or about the Execution of the aforesaid Trusts and Powers or in relation thereto.

Indemnity of Trustees.

XV. That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Orders as the said Court shall think just and expedient for allowing, taxing, and settling the Costs, Charges, and Expenses of obtaining this Act, or preparatory thereto, and all the Costs, Charges, and Expenses which shall be from Time to Time incurred in exercising the Powers granted by this Act, and in carrying the Trusts and Purposes thereof into execution, or in anywise incident thereto, in case the Parties shall differ about the same, and also from Time to Time to make such Orders as the said Court of Chancery shall think just and expedient for the Payment of all such Costs, Charges, and Expenses as aforesaid, out of the Monies to be paid into the Bank of *England*, or out of the Monies from Time to Time in the Hands of the Trustees of this Act, not having arisen from the One Fourth Part or Share of Mining Rents directed to be paid into the Bank of *England* as aforesaid.

Court of Chancery to make Orders for Payment of Costs and Expenses of passing the Act, and of Proceedings under it.

XVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Person or Persons, Bodies Politic and Corporate, his, her, or their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said

General Saving.

Baron De L'Isle and Dudley's Estate Act, 1854.

said *Mary Foulis* Baroness *De L'Isle and Dudley* and her First and other Sons, and the Heirs Male and General of their respective Bodies, and her First and other Daughters, and the Heirs of their respective Bodies, and the said *Robert Hildyard, Thomas Robinson Grey, Charles William Marquis of Kildare, James Allan Park, Norcliffe Norcliffe,* and *George Cholmley*, as such Trustees as aforesaid, and their respective Heirs, Executors, and Administrators, and also the said *Philip Sidney Foulis* Baron *De L'Isle and Dudley*, and the said *Richard Roundell Currer*, and the Heirs Male and General of his Body, and all and every Persons and Person claiming subsequent to the Limitation to the Second Son of the said *Hannah Currer* in Tail Male,) all such Rights, Titles, Interests, Claims, and Demands whatsoever in, to, or out of the same Hereditaments, as they or every or any of them had before the passing of this Act, or could or would or might have had, held, or enjoyed, or been entitled to, if this Act had not been passed.

As to the
Consent of
Richard
Roundell
Currer.

XVII. And whereas the said *Richard Roundell Currer* is at present abroad, and unable to attend and give his Consent to this Act, and his Consent to this Act has not been proved: Be it therefore enacted, That this Act, or anything herein contained, shall have no operation whatsoever, unless and until the Consent of the said *Richard Roundell Currer* shall be signified in Writing under his Hand, attested by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery in *England* within Three Years from the passing of this Act, and after the Enrolment of such Consent the same shall be deemed Part of this Act, and this Act and every thing therein contained shall be as binding upon the several Persons whose Estates and Interests are excepted from the Operation of the General Saving lastly herein-before contained, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; that is to say,

‘ I, Richard Roundell Currer, of
‘ I, do hereby consent to an Act of Parliament passed in the Session
‘ of Parliament holden in the Seventeenth and Eighteenth Years of the
‘ Reign of Queen Victoria, intituled “ An Act for enabling the grant-
‘ “ ing of Leases for Mining and other Purposes, and the making of
‘ “ Sales and Exchanges of certain Part of the Estates devised by the
‘ “ Will and Codicils of Sir William Foulis Baronet, deceased.”
‘ Given under my Hand this Day of
‘ 185 .’

As to the
Consent of
Norcliffe
Norcliffe.

XVIII. And whereas the said *Norcliffe Norcliffe* is at present abroad, and unable to attend and give his Consent to this Act, and his Consent to this Act has not been proved: Be it therefore enacted, That this Act

Baron De L'Isle and Dudley's Estate Act, 1854.

Act shall not, nor shall any of the Provisions herein contained, operate as against the said *Norcliffe Norcliffe* as such Trustee as aforesaid, until the said *Norcliffe Norcliffe* shall signify his Consent to this Act in Writing under his Hand, attested by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act, and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Norcliffe Norcliffe* as such Trustee as aforesaid as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; that is to say,

‘ I, *Norcliffe Norcliffe*, of _____ do hereby
 ‘ consent to the Act of Parliament passed in the Session of Parlia-
 ‘ ment holden in the Seventeenth and Eighteenth Years of the Reign
 ‘ of Queen Victoria, intituled “ An Act for enabling the granting of
 ‘ “ Leases for Mining and other Purposes, and the making of Sales and
 ‘ “ Exchanges of certain Part of the Estates devised by the Will and
 ‘ “ Codicils of Sir William Foulis Baronet, deceased.”
 ‘ Given under my Hand, this _____ Day of
 ‘ 185 _____

XIX. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Baron De L'Isle and Dudley's Estate Act, 1854.

The SCHEDULE to which the Act refers.

Township of Ingleby in the Parish of Ingleby Greenhow.

Names of Tenants.	Description of Property.	Quantities.		
		A.	R.	P.
Atkinson, Thomas	Butcher's Shop, House, and Land	10	3	16
Barker, William	Land at Whitley	45	0	5
Dixons, Miss	Dwelling House and Land	6	3	32
Gibson, Thomas	Cottage	0	0	0
Garbutt, George	Land	6	0	0
Hart, John	Ditto	3	3	3
Hunt, Mary	Public House and Land	14	1	17
Harrison, Mary	Cottage	0	0	0
In hand	Farm House and Land	214	3	39
Ditto	Land (late Gamekeepers)	3	0	18
Norris, Robert	Farm House and Land	129	1	30
Norman, James	Ditto	138	3	17
Peacock, John	Land	67	3	23
Pringle, Edward	Cottage, Blacksmith's Shop, and Land	5	0	28
Robson, Robert	Ditto, and Garden (late Peacock's)	0	0	20
Selby, James	Cottage	0	0	0
Seaton, Beckworth	Farm House and Land	163	1	14
Sherwood, William	Ditto	188	2	15
Sturdy, Peter	Cornmill, House, and Land	47	3	2
Slater, John	Cottage	5	0	14
Wilson, John	Carpenter's Shop, House, and Land	8	3	10
Ward, John	Cottage and Land	4	3	34
Wrightson, Charles	Ditto, and Garden	0	0	20
Watson, Elizabeth	Ditto, and Land	5	0	14
Wray, Ralph	Ditto, and Garden	0	0	24
Webster, John	Ditto, and Garths	5	1	10
		1075	3	5

Baisdale, in Ingleby Township, and Parish of Ingleby Greenhow.

Hugill, William	Moor Farm and Premises	200	0	0
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Encroachments.

Layton, Thomas	In Ingleby	0	0	0
Carter, Catherine	In Ditto	0	0	0
Watson, Sarah	In Battersby	0	0	0

Greenhow Township, in the Parish of Ingleby Greenhow.

Brittain, Ann	Farm House and Land	181	0	3
Blackburn, William	Ditto	152	2	5
Bennison, Joseph	Ditto	143	1	15
Crossley, William	Three Cottages and Land	5	2	14
Dunning, John	Farm House and Land	155	1	10

Carried forward 637 3 7

*Baron De L'Isle and Dudley's Estate Act, 1854.**Greenhow Township (continued).*

Names of Tenants.	Description of Property.	Quantities.		
		A.	R.	P.
	Brought forward	637	3	7
Dale, William -	Farm House and Moor Farm	168	0	27
Garbutt, George and Thomas	Ditto, and Land	231	0	17
Goulton, James -	Ditto	159	0	1
Hugill, Joseph -	Ditto	280	3	14
Hugill, Stephen	Ditto	221	0	18
Hebbron, William	Ditto	136	0	15
Hoggard, George	Cottage	0	0	0
In hand (Lord De L'Isle)	Farm House and Land	30	2	16
Peacock, John -	Ditto	67	3	23
Watson, George	Ditto	109	0	24
Watson, John -	Cottage, Carpenter's Shop, and Land	11	2	28
		2053	1	30

Battersby Township, in the Parish of Ingleby Greenhow.

Atkinson, Joseph	Farm House and Land	79	2	33
Barker, William	Ditto	224	1	11
Claxton, Benjamin	Cottage House	0	0	0
Dowey, Peter	Ditto, and Garden	0	0	20
Garbutt, John	Ditto, and ditto	0	0	20
Heckles, John	Ditto, ditto, and Land	4	0	39
Hewison, William	Ditto ditto, ditto	4	0	0
Havelock, John, junior	Ditto, and Garden	0	0	20
Havelock, William	Ditto, ditto, and Land	1	2	22
In hand (empty)	Ditto, ditto (late Hoggard)	0	0	20
Ditto ditto	Ditto, ditto (late English)	0	0	20
Jobling, Thomas	Farm House and Land	96	2	18
Johnson, Robert	Ditto	104	1	18
Rowntree, Robert	Cottage and Garden	0	0	20
Skelton, Robert	Farm House and Land	155	1	37
Wood, William	Cottage, Garden, and Land	6	2	18
Usher, William	Ditto, and Garden	0	0	20
		677	3	16

Moors and Waste Lands in Parish of Ingleby Greenhow, estimated at - 3500 0 0

Saxhow, in Rudby Parish.

Chapman, Thomas	Farm House and Land	116	0	29
Coulson, Joseph	Ditto	153	0	39
Coulson, Joseph	Ditto (late Dück's)	121	2	39
Redhead, George	Ditto	90	1	28
York, Stephen	Ditto	104	3	7

Enterpen, in Rudby Parish.

Chapman, Henry	Farm House and Land	151	0	12
		737	1	34

*Baron De L'Isle and Dudley's Estate Act, 1854.**Pottow, in Whorlton Parish.*

Names of Tenants.	Description of Property.	Quantities.		
		A.	R.	P.
Preston, Robert	Land	0	2	23
<i>Marlon Parish.</i>				
Lofthouse, William	Gunnergate Farm	116	0	38
<i>Carlton Parish.</i>				
Sadler, Ann	Farm House and Land	88	1	26

Woods and Plantations in Hand.

In Battersby	-	-	-	-	32	0	32		
„ Ingleby	-	-	-	-	135	1	11		
„ Greenhow	-	-	-	-	313	3	18		
„ Sexhow	-	-	-	-	17	3	35		
							499	1	16

Summary.

Ingleby	-	-	-	-	-	1075	3	5	
Baisdale	-	-	-	-	-	200	0	0	
Encroachments in Ingleby and Battersby	-	-	-	-	-	0	0	0	
Greenhow	-	-	-	-	-	2053	1	30	
Battersby	-	-	-	-	-	677	3	16	
Sexhow and Enterpen	-	-	-	-	-	737	1	34	
Pottow	-	-	-	-	-	0	2	23	
Marlon	-	-	-	-	-	116	0	38	
Carlton	-	-	-	-	-	88	1	26	
Woods and Plantations	-	-	-	-	-	499	1	16	
Moors and Waste Lands in Ingleby Greenhow	-	-	-	-	-	3500	0	0	
Total							8949	0	28

John Peirson.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.