



ANNO OCTAVO & NONO

# VICTORIÆ REGINÆ.

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## Cap. 14.

An Act to authorize the Sale of the Fee Simple of Part of the Settled Estates of Miss *Elizabeth Mainwaring Ellerker* and Miss *Harriet Mainwaring Ellerker* deceased, situate in the County of *York*, and for applying the Monies to arise by such Sale in Payment of Incumbrances affecting the said Estates, and laying out the Residue of such Monies in the Purchase of other Estates.

[31st July 1845.]

**W**HEREAS by Indentures of Lease and Release, dated respectively the Eighteenth and Nineteenth Days of *September* One thousand eight hundred and sixteen, the Release made between *Elizabeth Mainwaring Ellerker* of *Richmond* in the County of *Surrey*, Spinster, of the First Part, *Harriet Mainwaring Ellerker* of the same Place, Spinster, of the Second Part, the Right Honourable *Arthur George* Earl of *Onslow* (therein called the Right Honourable *Arthur George Onslow*, then commonly called Lord *Cranley*,) and *John Hall* of *Scorbro'* near *Beverley* in the County of *York*, Gentleman, (since deceased,) of the Third Part, the Honourable *Thomas Cranley Onslow* (therein described as the Second Son of the Right Honourable *Thomas* the then Earl of *Onslow*) and

Indentures of Settlement, dated respectively 18th and 19th Sept. 1816.

[Private.]



*Samuel Taylor* of *John Street, Bedford Row*, in the County of *Middlesex*, Gentleman, of the Fourth Part, after reciting that by Indentures of Lease and Release, bearing Date respectively the Twentieth and Twenty-first Days of *April* One thousand seven hundred and ninety-two, the Release being made between *John Ord* and *John Bagnall*, therein respectively described, of the First Part, the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker* of the Second Part, and *Henry Hoare*, therein described, of the Third Part, reciting, amongst other things, that the said *John Ord* and *John Bagnall* were seised in Fee of Two undivided Fourth Parts of the Manors, Messuages, Lands, Tenements, and Hereditaments therein mentioned, upon trust, as to One Fourth Part thereof, for the said *Elizabeth Mainwaring Ellerker*, her Heirs and Assigns, and as to the other Fourth Part thereof upon trust for the said *Harriet Mainwaring Ellerker*, her Heirs and Assigns, and reciting that the said *John Bagnall* was seised in Fee of the Inheritance of the remaining Two undivided Fourth Parts, upon trust, as to One Fourth Part, for the said *Elizabeth Mainwaring Ellerker*, her Heirs and Assigns, and as to the other Fourth Part for the said *Harriet Mainwaring Ellerker*, her Heirs and Assigns, it was witnessed that in consideration of Thirty-two thousand Pounds lent and advanced by the said *Henry Hoare* to the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, and for the nominal Consideration therein mentioned, they the said *John Ord* and *John Bagnall* did bargain, sell, alien, release, and confirm unto the said *Henry Hoare*, his Heirs and Assigns, such of the Freehold Hereditaments therein-after mentioned to be thereby granted and released as were situate, lying, and being within the Parishes, Townships, or Territories of *Risby* and *Routh*, or either of them, therein-after mentioned, in the County of *York*, to hold the same unto and to the Use of the said *Henry Hoare*, his Heirs and Assigns, subject to a Proviso for Redemption on Payment by the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or One of them, their or One of their Heirs, Executors, Administrators, or Assigns, unto the said *Henry Hoare*, his Executors, Administrators, or Assigns, of the said Sum of Thirty-two thousand Pounds, with Interest after the Rate and in the Manner therein mentioned; also reciting, that by Indenture bearing Date the First Day of *December* One thousand eight hundred the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or One of them, did further charge the same Freehold Hereditaments, or some Part thereof, with the Payment of the further Sum of Three thousand Pounds, and Interest for the same, as therein mentioned, to the said *Henry Hoare*; also reciting, that by another Indenture, bearing Date the Fifth Day of *September* One thousand eight hundred and nine, they the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or One of them, did further charge the same Freehold Hereditaments, or some Part thereof, with the Payment of the further Sum of Five thousand Pounds, and Interest for the same, as therein mentioned, to the said *Henry Hoare*; and also reciting, that the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, being absolutely entitled in equal undivided Moieties to the Fee Simple and Inheritance of the Freehold Hereditaments therein-after mentioned to be thereby granted and released, (subject only, as to the Hereditaments comprised in the said therein-before recited



Indentures of the Twentieth and Twenty-first Days of *April* One thousand seven hundred and ninety-two, to the said Mortgage and further Charges as aforesaid,) and also being entitled in like Manner to the Copyhold Hereditaments therein-after covenanted to be surrendered, were desirous of settling, conveying, and assuring the same Freehold and Copyhold Hereditaments and Premises to the Uses, upon the Trusts, and in the Manner therein-after mentioned; it is by the now stating Indenture witnessed, that for effectuating in part the Purposes aforesaid, and for the nominal Consideration therein mentioned, the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker* granted, released, and confirmed unto the said *Arthur George Earl of Onslow* and *John Hall*, and to their Heirs and Assigns, all that the Manor or Lordship or reputed Manor or Lordship of *Risby* in the County of *York*, with its Rights, Royalties, Members, and Appurtenances, and all that the Site of the Capital Messuage or Mansion House there, formerly called *The Hall*, with the Appurtenances and the Park there, and also all and every the Messuages or Tenements, Farms, Closes, Lands, Grounds, Tithes, Moduses, Compositions for Tithes, Rents, and Hereditaments whatsoever, in *Risby* and the Parish of *Risby*, late the Estate or Inheritance of *Ellerker Bradshaw* late of *Risby* aforesaid, Esquire, deceased, and which by his last Will and Testament in Writing, bearing Date the Twenty-seventh Day of *June* which was in the Year of our Lord One thousand seven hundred and forty-two, were by him given and devised to *Eaton Mainwaring Ellerker*, then called *Eaton Mainwaring*, the eldest Son of *Roger Mainwaring*, then of *London*, Esquire, deceased, the late Father of *Roger Mainwaring Ellerker* deceased, for his Life, with several Remainders over, as are mentioned therein, and late or theretofore in the several Tenures or Occupations of the said *Roger Mainwaring Ellerker*, *William Ayer*, *Robert Strickney*, *John Bailey*, *Thomas Bailey*, *Roger Ballmer*, *Samuel Alnaby*, *Thomas Turner*, *Thomas Todd*, Mr. *Lillingstone*, *Thomas Hopper*, *William Johnson*, *Peter Tienby*, *Edmund Dobson*, *Thoms Marr*, *Roger Bailey*, *William Vickers*, *John Hudson*, *John Watson*, and *John Dale*, their Under-tenants or Assigns, but then or late in the several Tenures or Occupations of *James Hutty*, *John Watson*, *Richard Wharton*, *Thomas Webster*, *Samuel Elley*, and *William Hill*, the Overseers of *Wheaton*, *John Gibson*, *Richard Andrew*, and *Peter Hutty*, their Under-tenants or Assigns, and all other the Freehold Estate of Inheritance which was late of the said *Ellerker Bradshaw* the Testator, and afterwards of *Barbara Mainwaring Ellerker* and *Roger Mainwaring Ellerker*, or either of them, within the Parish, Township, or Territories of *Risby* aforesaid, with their and every of their Rights, Members, and Appurtenances; and also all that the Manor or Lordship or reputed Manor or Lordship of *Routh* in *Holderness* in the said County of *York*, with its Rights, Royalties, Members, and Appurtenances; and also all that the Manor House there, with its Appurtenances; and also the Advowson and Right of Patronage and Presentation to the Advowson of the Church of *Routh*; and also all and every the Messuages or Tenements, Cottages, Farms, Closes, Lands, Grounds, Fisheries, Hereditaments, and Premises whatsoever, late the Estate or Inheritance of the said *Ellerker Bradshaw* the said Testator, situate, lying, and being in *Routh* aforesaid, or within the Parish or Township, Fields, Precincts,



cincts, or Territories thereof, with their Appurtenances, and which by his said Will were likewise given and devised to the said *Eaton Mainwaring Ellerker* deceased, late Father of the said *Roger Mainwaring Ellerker*, for his Life, with Remainders over as aforesaid, and late in the several Tenures or Occupations of *John Dickenson, Francis Smith, Richard Spence, William Bailey, Widow Fisher, Joseph Salvidge, Thomas Bailey, George Witty, William William Uriah William Hobson, James Fewson, John Gibson, William Leadbeater, Jane Dixon, Robert Sawden, Mary Tate*, and others, their Under-tenants or Assigns, but which were then or late were in the several Tenures or Occupations of *John Foster, William Leonard, Peter Hutty, Joseph Stephenson, John Jackson, John Jefferson, Richard Mitchell, George Witty, Edward Stephenson, Ralph Bennison, Richard Bailey, and John Foster*, their Under-tenants or Assigns, and all other the Freehold Estate of Inheritance which was late of the said *Ellerker Bradshaw* the Testator, and afterwards of the said *Barbara Mainwaring Ellerker* and *Roger Mainwaring Ellerker*, or either of them, within the Parish, Township, or Territories of *Routh* aforesaid, with their and every of their Rights, Members, and Appurtenances; and also all and every the Freehold Messuages or Tenements, Farms, Closes, Lands, Grounds, Woods, Wood Grounds, Tithes, Moduses, Compositions for Tithes, Rents, and Hereditaments whatsoever, late the Estate and Inheritance of the said *Ellerker Bradshaw* the said Testator, deceased, in *Riston* otherwise *Long Riston, Beeford, Bentham, Cottingham, Skidby, and Walkington*, or in the several Parishes, Townships, or Territories of *Riston* otherwise *Long Riston, Beeford, Bentford, Rowley, Cottingham, Skidby, and Walkington*, or any of them, or elsewhere in the said County of *York*, being of the Nature of Freehold or Charterhold, and which were by him also given and devised in and by his said Will to the said *Eaton Mainwaring Ellerker* deceased, for his Life, with such Remainders over as aforesaid, and then late or theretofore in the several Tenures or Occupations of *Peter Neville, William Watson, Thompson, William Collison, John Swaby, William Stephenson, Frances Tudman, William Graham, John Jackson, Thomas Ramshaw, Moses Hudson, William Wright, Richard Peacock, John Waistall, Mr. Henry Mumby, Thomas Fish, Thomas Johnson, John Whitehead, Thomas Marr, and William Johnson*, their Under-tenants or Assigns, but then or late in the Tenure or Occupation of *James Butler, Richard Andrew, William Wilberforce, George Gibson, William Webster, and Peter Hutty*, their Under-tenants or Assigns; and also all other the Freehold and Charterhold Manors or Lordships or reputed Manors or Lordships, Farms, Lands, Closes, Grounds, Rectories, Advowsons, Rights of Patronage and Presentation, Tithes, Moduses or Composition for Tithes, Rents, and Hereditaments whatsoever, late of the said *Ellerker Bradshaw* the said Testator, in several Parishes, Townships, and Places therein-before named in the said County of *York*, and comprised in his said Will, and devised or intended to be devised thereby, and whereof or wherein the said *Ellerker Bradshaw* the said Testator, in his Lifetime, or any other Person or Persons in trust for him or for his Use, was or were, or whereof or wherein the said *Roger Mainwaring Ellerker* was seised, possessed, or interested for any Estate of Inheritance in possession, reversion, remainder, or expectancy, or otherwise  
howsoever,



howsoever, by whatsoever Name or Names, Quantities, Qualities, Descriptions, or other Certainties, the Premises therein-before described, or any of them, then were or was or at any Time theretofore usually had been called, known, distinguished or described; and also all that the Manor or Priory or reputed Manor or Priory of *Halton Price* in the County of the Town of *Kingston-upon-Hull*, with its Rights, Royalties, Members, and Appurtenances; and also all that Messuage or Tenement and Farm, with all and singular the Closes, Lands, Grounds, Tithes, Rents, Horse-gates, Beast-gates, and Hereditaments whatsoever to the said Manor or Priory belonging or appertaining, then or late in the Tenure or Occupation of *Samuel Ellyard*, his Under-tenants or Assigns; and all other the Freehold and Charterhold Manors or Lordships or reputed Manors or Lordships, Messuages, Cottages, Farms, Lands, Closes, Grounds, Rectories, Advowsons, Right of Patronage and Presentation, Tithes, Moduses or Compositions for Tithes, and Hereditaments whatsoever, theretofore of the said *Ellerker Bradshaw*, in the said County of the Town of *Kingston-upon-Hull*, and mentioned or comprised in his said Will, and devised or intended to be devised thereby, or whereof or wherein the said *Ellerker Bradshaw* the said Testator, in his Lifetime, or any other Person or Persons in trust for him or for his Use, was or were seised, possessed, or interested of or for any Estate of Inheritance in possession, reversion, remainder, or expectancy, or otherwise howsoever (save and except out of the Grant and Release thereby made all such Part and Parts of the Hereditaments and Premises therein-before mentioned, described, or referred to as had been sold and disposed of); and all and singular other the Freehold or Charterhold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the County of *York* and County of the Town of *Kingston-upon-Hull*, or either of them, whereof or whereunto they the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or either of them, or any Person or Persons in trust for them or either of them, were or was seised or entitled for any Estate of Inheritance; to hold all and singular the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises mentioned to be thereby granted and released, with the Appurtenances, (subject nevertheless, as to such of the said Hereditaments and Premises as were comprised in the said Indentures of Lease and Release of the Twentieth and Twenty-first Days of *April* One thousand seven hundred and ninety-two, to the aforesaid Mortgage and further Charges respectively,) unto the said *Arthur George* Earl of *Onslow* and *John Hall*, their Heirs and Assigns for ever, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, Declarations, and Agreements therein-after expressed and declared of and concerning the same; (that is to say,) to the Use of such Person or Persons, for such Estate and Estates, Interest and Interests, upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Conditions, Powers, and Provisoos, Limitations, Charges, and Declarations, as the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, at any Time or Times thereafter during their joint Lives, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be by them sealed and deli-

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vered in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint, and as well in default of such Direction, Limitation, or Appointment, as in the meantime until such Direction, Limitation, or Appointment should be made or should take effect, and subject to any such Direction, Limitation, or Appointment as should not be a complete and entire Disposition of the whole of the said Hereditaments and Premises, or of the whole Estate and Interest therein, as to, for, and concerning One undivided Moiety or Half Part thereof, the whole into Two equal Parts to be divided, to the Use of the said *Elizabeth Mainwaring Ellerker*, and her Assigns during her natural Life, without Impeachment of Waste, and after her Decease to the Use of the said *Harriet Mainwaring Ellerker*, and her Assigns during her natural Life, without Impeachment of Waste, and as to, for, and concerning the other undivided Moiety or Half Part thereof to the Use of the said *Harriet Mainwaring Ellerker*, and her Assigns during her natural Life, without Impeachment of Waste, and after her Decease to the Use of the said *Elizabeth Mainwaring Ellerker*, and her Assigns during her natural Life, without Impeachment of Waste; and after the Decease of the Survivor of them the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, as to the Entirety of the said Hereditaments, to the Use of the said *Thomas Cranley Onslow* and *Samuel Taylor*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence from the Decease of such Survivor, without Impeachment of Waste, upon the several Trusts, and for the several Intents and Purposes, and under and subject to the Powers and Provisoos therein-after declared and expressed concerning the same; and after the Determination of the said Term of One thousand Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the Honourable *Edward Mainwaring Mainwaring Ellerker Onslow* (then and therein described as the Honourable *Edward Mainwaring Onslow*, youngest Son of the then Earl of *Onslow*), and his Assigns for his Life, with Remainder to the Use of the said *Arthur George* Earl of *Onslow* and *John Hall*, their Heirs and Assigns, during the Life of the said *Edward Mainwaring Mainwaring Ellerker Onslow*, upon trust to preserve the contingent Uses and Estates therein-after limited from being destroyed; and after the Decease of the said *Edward Mainwaring Mainwaring Ellerker Onslow* to the Use of the First and every other Son of the Body of the said *Edward Mainwaring Mainwaring Ellerker Onslow* lawfully begotten or to be begotten, severally and successively in Tail Male, and in default of such Issue to the Use of *Guildford James Hillier Onslow*, therein described as the Second Son of the said *Thomas Cranley Onslow*, the Second Son of the then Earl of *Onslow*, and his Assigns during his Life, with Remainder to the Use of the said *Arthur George* Earl of *Onslow* and *John Hall*, their Heirs and Assigns, during the Life of the said *Guildford James Hillier Onslow*, upon trust to preserve the contingent Uses and Estates therein-after limited from being destroyed, and after the Decease of the said *Guildford James Hillier Onslow* to the Use of the First and every other Son of the Body of the said *Guildford James Hillier Onslow* lawfully begotten or to be begotten, severally and successively in Tail Male, and in default of such Issue to the Use of *Arthur*



*Edward Onslow*, therein described as the Third Son of the said *Thomas Cranley Onslow*, and his Assigns during his Life, with Remainder to the Use of the said *Arthur George* Earl of *Onslow* and *John Hall*, their Heirs and Assigns, during the Life of the said *Arthur Edward Onslow*, upon trust to preserve the contingent Uses and Estates therein-after limited from being destroyed, and after the Decease of the said *Arthur Edward Onslow* to the Use of the First and every other Son of the Body of the said *Arthur Edward Onslow* lawfully begotten or to be begotten, severally and successively in Tail Male, and in default of such Issue to the Use of the Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Thomas Cranley Onslow* lawfully begotten or to be begotten, save and except *Augustus George Cranley Onslow*, the eldest Son of the said *Thomas Cranley Onslow*, and also except the said *Guildford James Hillier Onslow* and *Arthur Edward Onslow*, severally, successively, and in remainder one after another in Order and Course as they respectively should be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons, and the Heirs Male of his Body issuing, being always to be preferred to and to take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing, with divers Remainders over; and as to, for, and concerning the said Term of One thousand Years, therein-before limited in Use to the said *Thomas Cranley Onslow* and *Samuel Taylor*, their Executors, Administrators, and Assigns, as aforesaid, it was by the now-stating Indenture agreed and declared, that the same was so limited to them upon trust that they and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, as soon as conveniently might be after the Decease of the Survivor of them the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, by Mortgage, Sale, Demise, or other Disposition of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and Premises, comprised in the said Term of One thousand Years, or of a competent Part thereof, for all or any Part of the same Term, or by and out of the Rents, Issues, and Profits thereof, or by bringing Actions against the Tenants or Occupiers of the same Premises or any of them, for the Rents then in arrear, or by cutting and falling and selling and disposing of Timber and other Trees growing and being in or upon the said Hereditaments and Premises comprised in the said Term, or any Part thereof, or by all or any of the Ways and Means aforesaid, or by such other Ways and Means as they the said *Thomas Cranley Onslow* and *Samuel Taylor*, or the Survivor of them, his Executors, Administrators, or Assigns, should think fit, raise and levy, or borrow and take up at Interest, all such Sum and Sums of Money as would be sufficient to pay off, discharge, and satisfy all the said several Principal Sums of Money therein-before specified, and charged and secured on the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, or any Part thereof, to the said *Henry Hoare*, by way of Mortgage and further Charge as aforesaid, together with all Interest, after the Rate in the said Indentures or Instruments of Mortgage and further Charge respectively mentioned, then accrued due and become payable



payable in respect of the said Principal Sums of Money as aforesaid, and pay and apply the same accordingly in discharge and satisfaction of such Principal Sums and Interest so due on such Mortgage and further Charges as aforesaid; and upon further trust that they the said *Thomas Cranley Onslow* and *Samuel Taylor*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, as soon as conveniently might be after the Decease of the Survivor of them the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, by all or any of the Ways and Means aforesaid, raise and levy, or borrow or take up at Interest, any Sum or Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds of lawful Money of *Great Britain*, and should and did lay out the same Sum in building and erecting and making fit for Habitation, or causing to be built and erected and made fit for Habitation, a Mansion or Dwelling House, with suitable Offices, Outbuildings, Conveniences, and Appurtenances, on such Part of the Manors, Lands, and Premises therein-before mentioned to be thereby released, and according to such Plan, as they the said *Thomas Cranley Onslow* and *Samuel Taylor*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should to the best of their Judgment and Discretion deem best and most advisable; and also should and did, as soon as conveniently might be after the Decease of the Survivor of them the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, by all and every or any the Ways and Means aforesaid, levy and raise such Sum or Sums of Money in gross, not exceeding in the whole the Sum of Twenty thousand Pounds of lawful Money aforesaid, with such Interest for the same in the meantime, and also such annual Sum or Sums of Money, not exceeding in the whole the annual Sum of One thousand Pounds, as the said *Elizabeth Mainwaring Ellerker*, by any Deed or Deeds, Instrument or Instruments in Writing, duly executed and attested, with or without Power of Revocation and new Appointment, or by her last Will and Testament, or any Codicil or Codicils thereto, to be respectively executed in the Presence of and attested by Three or more credible Witnesses, should direct or appoint to be levied and raised, or should charge the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, or any Part thereof, with the Payment of, and pay and apply the same to such Person or Persons, in such Shares and Proportions, and for such Purposes, and in such Sort, Manner, and Form, as the said *Elizabeth Mainwaring Ellerker*, by any such Deed or Deeds, Instrument or Instruments, or such last Will and Testament, Codicil or Codicils, to be executed and attested as aforesaid, should direct or appoint, give or bequeath the same or any Part thereof respectively; and also should and did, as soon as conveniently might be after the Decease of the Survivor of them the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, by all and every the Ways and Means aforesaid, levy and raise such Sum or Sums of Money in gross, not exceeding in the whole the Sum of Twenty thousand Pounds of lawful Money aforesaid, with such Interest for the same in the meantime, and also such annual Sum or Sums of Money not exceeding in the whole the annual Sum of One thousand Pounds, as the said *Harriet Mainwaring Ellerker*, by any Deed or Deeds,

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Instrument or Instruments, in Writing, duly executed and attested, with or without Power of Revocation and new Appointment, or by her last Will and Testament, or any Codicil or Codicils thereto, to be respectively executed in the Presence of and attested by Three or more credible Witnesses, should direct or appoint to be levied and raised, or should charge the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, or any Part thereof, with the Payment of, and pay and apply the same to such Person or Persons, in such Shares and Proportions, and for such Purposes, and in such Sort, Manner, and Form, as the said *Harriet Mainwaring Ellerker*, by any such Deed or Deeds, Instrument or Instruments, or such last Will and Testament, Codicil or Codicils, to be executed and attested as aforesaid, should direct or appoint, give or bequeath the same or any Part thereof respectively; with a Proviso, that from and after all and every the Trusts declared as aforesaid concerning the said Term of One thousand Years should in all things be fully performed and satisfied according to the true Intent and Meaning of the now-stating Indenture, or should be otherwise satisfied or rendered unnecessary, and when the said *Thomas Cranley Onslow* and *Samuel Taylor*, and each of them, and their respective Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expences occasioned by or relating to the Trusts of the said Term of One thousand Years, (which they were thereby respectively empowered to levy and raise by all or any of the Ways and Means aforesaid, and to retain accordingly,) then and immediately thereupon the said Term of One thousand Years of and in the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises therein comprised, or so much thereof as should remain undisposed of for the Purposes aforesaid, should cease, determine, and be utterly void, to all Intents and Purposes whatsoever, but subject and without Prejudice to any Mortgage or Mortgages or other Securities that might have been made for all or any of the Purposes aforesaid; and in the now-stating Indenture there is contained a further Proviso, requiring every Person who, by virtue of the Limitations therein-before contained, or of the now-stating Proviso, should become entitled to the Possession or to the Rents and Profits of the Hereditaments and Premises thereby limited in strict Settlement, and who should not then be called by the Names of *Mainwaring Ellerker*, or use the Arms of the *Mainwaring* and *Ellerker* Families, and the Crest of the *Ellerker* Family, within the Space of One Year next after he should become entitled to the Possession on Rents and Profits as aforesaid, to take upon himself and use the Surnames of *Mainwaring Ellerker* together with his own Family Surname, and also to quarter the Arms of the *Mainwaring* and *Ellerker* Families with his own Family Arms, and use the Crest of the *Ellerker* Family, and also within the Space of One Year thence next ensuing to apply for and endeavour to obtain an Act of Parliament, or proper Licence from the Crown, to enable him to take, use, and bear the Surnames of *Mainwaring Ellerker*, and the Arms of the *Mainwaring* and *Ellerker* Families, and also the Crest of the *Ellerker* Family, with a Declaration that in case of Neglect or Refusal to comply with the said Proviso the Estate of the

[*Private.*] Person



Person so neglecting or refusing in the said Hereditaments and Premises thereby settled should cease and be void; and in the now-stating Indenture is contained a further Proviso, declaring that if the said *Edward Mainwaring Mainwaring Ellerker Onslow*, or any Son or Issue Male of any Son of the said *Edward Mainwaring Mainwaring Ellerker Onslow*, or the said *Guildford James Hillier Onslow*, or any Son or Issue Male of any Son of the said *Guildford James Hillier Onslow*, or the said *Arthur Edward Onslow*, or any Son or Issue Male of the said *Arthur Edward Onslow*, or any future Son or the Issue Male of any future Son of the said *Thomas Cranley Onslow*, who, by virtue of the Limitations therein-before contained, or of the now-stating Proviso, should become entitled to the Possession or to the Rents and Profits of the Hereditaments and Premises thereby limited in strict Settlement, should, at the Time of his or their becoming so entitled, be or afterwards become Earl of *Onslow*, or should become entitled in possession or to the Rents and Profits of a certain Estate situate in the Counties of *Surrey* and *Essex* or elsewhere, formerly belonging to *Nathaniel Hillier* of *Stoke Park* in the County of *Surrey*, Esquire, then deceased, or should neglect or refuse to inhabit the said Mansion House so directed to be built as aforesaid, after the same should have been built and rendered fit for Habitation as aforesaid, once in every Three Years from that Period, for the Space of Three Calendar Months at the least, then and in every such Case, and immediately thereupon, the Limitation of all and every the said Hereditaments and Premises therein-before limited to him and them so being or becoming Earl of *Onslow* as aforesaid, or being entitled to the said Estate formerly the Estate of the said *Nathaniel Hillier* (then deceased), or neglecting or refusing to inhabit the said Mansion House as aforesaid, should cease, determine, and become utterly void, and all the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments should in such Case immediately thereupon go to the Person next in remainder under the Limitations therein-before contained, in the same Manner as if such Person so being or becoming Earl of *Onslow*, or becoming so entitled to the Estate of the said late *Nathaniel Hillier* as aforesaid, or neglecting or refusing as last herein-before mentioned, being Tenant for Life, were dead, or, being Tenant in Tail Male or Tail General, were dead without leaving any Heirs inheritable to the Estate Tail then vested in him; and it is by the now-stating Indenture further witnessed, that for further effectuating the Purposes aforesaid, and for the nominal Consideration therein expressed, they the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, for themselves severally and respectively, and for their several and respective Heirs, Executors, and Administrators, did by the now-stating Indenture covenant, promise, and grant with and to the said *Arthur George* Earl of *Onslow* and *John Hall*, their Heirs and Assigns, that they the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or their respective Heirs, and all other necessary or proper Parties and Persons interested therein, should and would, when thereunto reasonably required by the said Earl of *Onslow* and *John Hall*, or the Survivor of them, or the Heirs or Assigns of such Survivor, at the Costs and Charges of the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker* respectively, their respective



Heirs, Executors, or Administrators, well and effectually surrender and assure, and cause and procure to be effectually surrendered and assured, into the Hands of the Lords or Ladies of the respective Manors of *Walkington*, *Walkington Provost*, and *Fee Howden*, in the County of *York*, and of the other Manors whereof the same were holden, all and singular the Copyhold or Customary Messuages or Tenements, Lands and Hereditaments, of them the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or either of them, in the said County of *York* and in the County of the Town of *Kingston-upon-Hull*, or either of them, with their and every of their Appurtenances, to the Use of the said *Arthur George Earl of Onslow* and *John Hall*, their Heirs and Assigns, at the Will of the respective Lords or Ladies for the Time being of the said Manors respectively, nevertheless upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Powers, Provisoes, Limitations, Restrictions, Declarations, and Agreements, as would best and nearest correspond and agree with the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Limitations, Restrictions, Declarations, and Agreements, therein-before expressed of and concerning the Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, or as near thereto as the different Natures, Qualities, and Properties of Freehold and Copyhold Hereditaments would admit of; and in the now-stating Indenture is contained a further Proviso, that in case the said Trustees thereby appointed, or any or either of them, or any succeeding or other Trustees or Trustee of the said Trust Estates and Premises to be nominated as therein-after mentioned, or their or any of their Heirs, Executors, or Administrators, should happen to die, or be desirous to be discharged from or refuse or become incapable to act in the said Trusts before the same should have been fully performed or satisfied, then and so often as the same should happen it should be lawful to and for the surviving or continuing or other Trustee or Trustees of the Premises, the Trustee or Trustees of which should so die, desire to be discharged, or refuse or become incapable to act as aforesaid, by any Deed or Writing under their, his, or her Hands and Seals or Hand and Seal, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Place and Stead of such Trustee or Trustees so dying, desiring to be discharged, or refusing or becoming incapable to act as aforesaid, yet so nevertheless that during the Lives of the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, and the Life of the Survivor of them, every such Nomination and Appointment of a new Trustee should be made with the Consent and Approbation in Writing of them the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or the Survivor of them, and that when and so often as any new Trustees or Trustee should be nominated and appointed as aforesaid all the said Trust Estates and Premises the Trustee or Trustees whereof should so die, desire to be discharged, or refuse or become incapable to act as aforesaid, should be thereupon, with all convenient Speed, conveyed, surrendered, and assured respectively, according to the Nature and Tenure thereof, in such Sort and Manner and so that the same should and might be legally and effectually vested in the newly appointed Trustee or Trustees



Trustees jointly with such of the former Trustees as should be willing and capable to act, or in case there should be no continuing former Trustee then in such newly appointed Trustees only, to, for, and upon the Uses, Trusts, Intents, and Purposes therein-before limited, expressed, declared, and contained of and concerning the same: And whereas the said *Elizabeth Mainwaring Ellerker* departed this Life on or about the Twelfth Day of *September* One thousand eight hundred and thirty-one, leaving her Sister the said *Harriet Mainwaring Ellerker* her surviving: And whereas the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker* did not exercise the joint Power of Appointment by Deed reserved to them by the said Indenture of Settlement: And whereas the said *Elizabeth Mainwaring Ellerker* duly made and published her last Will and Testament in Writing, bearing Date the Twentieth Day of *September* One thousand eight hundred and sixteen, but which was not, and was not intended to be, an Exercise of the Power of charging the said Settled Estates reserved to her by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen: And whereas the said *Elizabeth Mainwaring Ellerker* duly made and published a First Codicil to her said Will, bearing even Date with her said Will, and thereby, in exercise of the said Power of charging the said Settled Estates reserved to her by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, duly charged all and singular the Freehold and Copyhold Hereditaments comprised in the said Indenture with the Payment (over and above any other Sum or Sums of Money by the said Testatrix charged or to be charged thereon by any Will or Codicil) of the Sum of Three thousand Pounds, with Interest after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Decease of the Survivor of herself and her said Sister, and the said Testatrix directed the same to be raised by the Trustees of the said Settlement, with all convenient Speed after the Decease of the Survivor of herself and her said Sister, and paid to the Right Honourable *Charles Vere Ferrars Townshend* commonly called Lord *Charles Vere Ferrars Townshend*, and *Thomas George Vandergucht* of *Craven Street* in the *Strand* in the County of *Middlesex*, Gentleman, or the Survivor of them, or the Executors or Administrators of such Survivor, upon the Trusts therein mentioned: And whereas the said *Elizabeth Mainwaring Ellerker* duly made and published a Second Codicil to her said Will, bearing even Date with her said Will, and thereby, in further exercise of the said Power of charging the said Settled Estates reserved to her by the said Settlement, duly charged all and singular the Freehold and Copyhold Hereditaments comprised in the same Indenture with the Payment (over and above any other Sum or Sums of Money by her charged or to be charged thereon by any Will or Codicil) of the further Sum of Three thousand Pounds, with Interest after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Decease of the Survivor of herself, the said Testatrix, and her said Sister; and the said Testatrix directed the same to be raised by the Trustees of the said Settlement, with all convenient Speed after the Decease of the Survivor of herself and her said Sister, and paid to the said Lord *Charles Vere Ferrars Townshend* and *Thomas George Vandergucht*, or the Survivor of them,

Will of E. M. Ellerker, dated 20th Sept. 1816.

First Codicil to such Will.

Second Codicil to such Will.



them, or the Executors or Administrators of such Survivor, upon the Trusts therein declared: And whereas the said *Elizabeth Mainwaring Ellerker* duly made and published a Third Codicil to her said Will, bearing even Date with her said Will, and thereby, in further Exercise of the said Power of charging the said Settled Estates reserved to her by the said Settlement, duly charged all and singular the Freehold and Copyhold Hereditaments comprised in the same Indenture with the Payment (over and above any other Sum or Sums of Money by her charged or to be charged thereon by any Will or Codicil) of the Sum of Four hundred and sixty Pounds, with Interest after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Decease of the Survivor of herself and her said Sister, and she directed the same to be raised by the Trustees for the Time being of the said Settlement, with all convenient Speed after the Decease of the Survivor of herself and her said Sister, and paid in the Proportions and Manner following; (that is to say,) to Miss *Sarah Demembray* of *Richmond* aforesaid a Legacy or Sum of One hundred Pounds, to the Reverend *Thomas Young* of *Richmond* aforesaid a Legacy or Sum of One hundred Pounds, to the said *John Hall* a Legacy or Sum of One hundred Pounds, and to the said *Samuel Taylor* a Legacy or Sum of One hundred Pounds, as an Acknowledgment for the Trouble they might respectively have in or about the Execution of the Trusts of the said Indenture of Settlement, to Mistress *Susannah Pemberton* of *Richmond* aforesaid a Sum of Fifty Pounds for a Ring, and to Mistress *Elizabeth Smith* of *Hull* in the County of *York* a Legacy or Sum of Ten Pounds; and the said Testatrix, in further Exercise of the said Power reserved to her as aforesaid by her now-stating Codicil, further charged all and singular the Freehold and Copyhold Hereditaments comprised in the said Indenture of Settlement with the Payment of the several annual Sums of Money therein-after mentioned, and bequeathed to the several Persons therein-after named for their respective Lives; (that is to say,) to Miss *Mary Anne Taylor* an Annuity of One hundred and fifty Pounds for her Life, to Mistress *Mary Badlan* the Housekeeper an Annuity of Thirty Pounds for her Life for her sole and separate Use, to *Nicolas Kennard* the Butler an Annuity of Twenty Pounds for his Life, to *David Lynn* the Gardener an Annuity of Ten Pounds for his Life, and to *Jane Hampton* Housemaid an Annuity of Eight Pounds for her Life; and the said Testatrix also gave the annual Sum of Ten Pounds to be distributed at *Christmas* in every Year to the Poor of the Parish of *Risby* in the County of *York*, and a like annual Sum of Ten Pounds to be distributed at *Christmas* in every Year to the Poor of the Parish of *Richmond* aforesaid, the first Payment of each of the Two last-mentioned Annuities to be made by the Trustees of the said Settlement on the *Christmas Day* next succeeding the Day of the Decease of the Survivor of her the said Testatrix's said Sister and herself; and the said Testatrix directed that the said Annuities to the said Miss *Taylor*, Mistress *Badlan*, *Nicolas Kennard*, *David Lynn*, and *Jane Hampton*, respectively, should be paid to them respectively by half-yearly Payments as therein mentioned; and immediately upon the Decease of the last or surviving Annuitant (except the Poor of *Risby* and *Richmond* aforesaid) the said Testatrix, in further Exercise of the said Power of charging, charged all and singular the Freehold and

[Private.]



Indentures  
of Lease and  
Release,  
dated respec-  
tively 18th  
and 19th  
June 1835.

Copyhold Hereditaments comprised in the said Indenture of Settlement with the Payment of the Two further several Sums of One thousand Pounds and One thousand Pounds, with Interest for the same respectively after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Decease of such surviving Annuitant, and to be then, or as soon thereafter as conveniently might be, raised by the Trustees of the said Settlement, and paid to the said Lord *Charles Vere Ferrars Townshend* and *Thomas George Vandergucht* upon the Trusts in the now-stating Codicil particularly mentioned or referred to: And whereas the said *Elizabeth Mainwaring Ellerker* afterwards died, without having revoked or altered her said Will and Codicils, or any of them, and the same were, on or about the Twenty-second Day of *February* One thousand eight hundred and thirty-two, duly proved by the said *Harriet Mainwaring Ellerker*, the sole Executrix, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *June* One thousand eight hundred and thirty-five (and indorsed upon the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen), the Release being made between the said *Arthur George* Earl of *Onslow* of the First Part, the said *Harriet Mainwaring Ellerker* of the Second Part, and *James Middleton Hall*, therein described as *James Hall*, of *Scorbro'* near *Beverley* in the County of *York*, of the Third Part, after reciting that the said *John Hall* had departed this Life, and that the said Earl of *Onslow* was desirous of appointing the said *James Hall* to be a Trustee for the Purposes of the within-written Indenture, in the Place or Stead of the said *John Hall* deceased, jointly with himself, and that no Surrender had been made of the within-mentioned Copyhold Hereditaments, in pursuance of the Covenant for that Purpose within contained, and further reciting as therein mentioned, it is by the now-stating Indenture witnessed, that the said Earl of *Onslow*, in pursuance of the Power then vested in him by virtue of the said Indenture of Settlement, and in exercise thereof, and with the Consent and Approbation of the said *Harriet Mainwaring Ellerker*, and on the Acceptance of the said *James Hall*, nominated and appointed the said *James Hall* to be a Trustee of the Freehold and Copyhold Hereditaments respectively comprised in the said Indenture of Settlement in the Place of the said *John Hall* deceased, jointly with him the said Earl of *Onslow*, upon and for such and the same Trusts, Intents, and Purposes as were in and by the said Indenture of Settlement declared concerning the same Estates respectively, or such of them as were still subsisting or capable of taking effect; and by the now-stating Indenture, for the Considerations therein expressed, the said Earl of *Onslow* did bargain, sell, and release all and singular the Freehold and Charterhold Manors, Messuages, Lands, and Hereditaments comprised in the said Indenture of Settlement unto the said *James Hall*, his Heirs and Assigns, for all the Estate and Interest therein of the said Earl of *Onslow* under or by virtue of the same Indenture, and by means of the Death of the said *John Hall*, to the Use of the said Earl of *Onslow* and *James Hall*, their Heirs and Assigns, for all such Estate and Interest as aforesaid, but nevertheless upon the Trusts of the said Indenture of Settlement, or such of them



as were then subsisting and capable of taking effect; and by the same Indenture the said *Harriet Mainwaring Ellerker* did thereby, for herself, her Heirs, Executors, and Administrators, covenant with the said Earl of *Onslow* and *James Hall*, their Heirs and Assigns, that she the said *Harriet Mainwaring Ellerker*, or her Heirs, and all other necessary and proper Parties, would, when thereunto required, at her or their own Costs and Charges, surrender or cause to be surrendered into the Hands of the Lords or Ladies of the respective Manors of *Walkington*, *Walkington Provost*, and *Fee Howden*, in the County of *York*, and of the other Manors whereof the same were holden, all and singular the Copyhold Messuages or Tenements, Lands and Hereditaments, of her the said *Harriet Mainwaring Ellerker* in the said County of *York* and in the County of the Town of *Kingston-upon-Hull*, or either of them, with their Appurtenances, (being the same Copyhold Hereditaments as were by the said Indenture of Settlement covenanted to be surrendered,) to the Use of the said Earl of *Onslow* and *James Hall*, their Heirs and Assigns, according to the Customs of the several Manors of which the same Premises were holden, upon such Trusts as were thereof declared by the said Indenture of Settlement, or as near thereto as Circumstances would admit of: And whereas under or by virtue of an Indenture of Mortgage, dated the Thirteenth Day of *January* One thousand eight hundred and thirty-seven, and made between the said *Harriet Mainwaring Ellerker* of the First Part, *William Stickney* of *Ridgmont* in *Holderness* in the County of *York*, Gentleman, therein described as the sole Commissioner named in and authorized by an Act of Parliament made and passed in the Second Year of the Reign of His late Majesty King *William* the Fourth, and therein-after recited, of the Second Part, and the Reverend *Charles Hall* of *Terrington* in the said County of *York* of the Third Part, the said *Harriet Mainwaring Ellerker*, as Tenant for Life of the said Settled Estates, in exercise of the Powers in that Behalf contained in the said Act of Parliament passed in the Second Year of the Reign of His said Majesty King *William* the Fourth, intituled *An Act to alter and enlarge the Powers of Two Acts, passed in the Fourth and Sixth Years of the Reign of His Majesty King George the Third, for draining and improving certain Low Grounds and Cars in Holderness in the East Riding of the County of York*, duly charged the several Closes, Pieces, or Parcels of Land or Ground and Hereditaments described in the Schedule thereunder written, with the Appurtenances, being Part of the Low Lands and Grounds by the said Act directed to be drained and improved, and being Part also of the said Settled Estates in the said Parish of *Routh*, with the Payment to the said *Charles Hall*, his Executors, Administrators, and Assigns, of the Sum of Two thousand six hundred and sixty-five Pounds Seven Shillings, with Interest for the same after the Rate of Four Pounds *per Centum per Annum* from the Date thereof, which said Sum of Two thousand six hundred and sixty-five Pounds Seven Shillings had been assessed by the said *William Stickney*, as such Commissioner as aforesaid, under the Provisions of the said Drainage Act, upon the said *Harriet Mainwaring Ellerker*, as her Proportion of the Expences of carrying the said Act into execution, incurred up to that Time, in respect of the said Closes of Land and Hereditaments mentioned in the said Schedule,

Mortgage,  
dated 13th  
January  
1837.

2 & 3 W. 4.  
c. 50.



Mortgage,  
dated 14th  
May 1838.

dule, and had, with the Consent of the said *William Stickney* as such Commissioner, been lent and advanced by the said *Charles Hall* to the said *Harriet Mainwaring Ellerker* to enable her to defray such Assessment; and by the now-stating Indenture the said *Harriet Mainwaring Ellerker*, in further pursuance of the Powers of the said Drainage Act, demised the said Closes of Land and Hereditaments mentioned in the said Schedule thereunder written to the said *Charles Hall*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, subject to a Proviso for Cesser on Payment to the said *Charles Hall*, his Executors, Administrators, or Assigns, of the said Sum of Two thousand six hundred and sixty-five Pounds Seven Shillings, and Interest after the Rate aforesaid, upon the Thirteenth Day of *July* then next; And whereas under or by virtue of a certain other Indenture of Mortgage, dated the Fourteenth Day of *May* One thousand eight hundred and thirty-eight, and made between the said *Harriet Mainwaring Ellerker* of the First Part, the said *William Stickney*, as such Commissioner as aforesaid, of the Second Part, and the said *Charles Hall* of the Third Part, the said *Harriet Mainwaring Ellerker*, as such Tenant for Life as aforesaid, and in further Exercise of the Powers in that Behalf contained in the said Drainage Act, further charged the same Closes of Land and Hereditaments situate in the said Parish of *Routh*, and Part of the said Settled Estates, with the Payment to the said *Charles Hall*, his Executors, Administrators, and Assigns, of the further Sum of Six thousand and forty-seven Pounds Thirteen Shillings and Seven-pence, with Interest for the same after the Rate of Four Pounds *per Centum per Annum* from the Date thereof, which said Sum of Six thousand and forty-seven Pounds Thirteen Shillings and Seven-pence had been assessed by the said *William Stickney*, as such Commissioner as aforesaid, under the Provisions of the said Drainage Act, upon the said *Harriet Mainwaring Ellerker* as her further Proportion of the Expenses of carrying the said Act into execution, in respect of the said Closes of Land and Hereditaments mentioned in the said Schedule, and had, with the Consent of the said *William Stickney* as such Commissioner, been lent and advanced by the said *Charles Hall* to the said *Harriet Mainwaring Ellerker*, to enable her to defray such Assessment; and by the now-stating Indenture the said *Harriet Mainwaring Ellerker*, in further pursuance of the Powers of the said Drainage Act, demised the said Closes of Land and Hereditaments mentioned in the said Schedule thereunder written to the said *Charles Hall*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, subject to a Proviso for Cesser on Payment to the said *Charles Hall*, his Executors, Administrators, or Assigns, of the said Sum of Six thousand and forty-seven Pounds Thirteen Shillings and Seven-pence, with Interest after the Rate aforesaid, and also of the said Sum of Two thousand six hundred and sixty-five Pounds Seven Shillings, with Interest, as secured by the said Indenture of the Thirteenth Day of *January* One thousand eight hundred and thirty-seven: And whereas the said *Harriet Mainwaring Ellerker* duly made and published her last Will and Testament in Writing, bearing Date on or about the Sixth Day of *December* One thousand eight hundred and thirty-seven, and thereby, in exercise of the Power of charging the said Settled Estates reserved

Will of H. M.  
Ellerker,  
dated 6th De-  
cember 1837.

to



to her by the said Indenture of Settlement, duly charged all and singular the Freehold and Copyhold Hereditaments comprised in the same Indenture with the Payment (over and above any other Sum or Sums of Money by her charged or to be charged thereon by her now-stating Will or any Codicil thereto) of the Sum of Six thousand Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, to be computed from her Decease, and directed the same to be raised by the Trustees of the said Settlement, with all convenient Speed after her Decease, and paid to the said Lord *Charles Vere Ferrars Townshend* and *John Henry Elrington* Esquire, Major of Her Majesty's Tower of London, or the Survivor of them, or the Executors or Administrators of such Survivor, upon the Trusts therein mentioned; and the said *Harriet Mainwaring Ellerker*, in further Exercise of the said Power, thereby charged all and singular the said Freehold and Copyhold Hereditaments with the Payment (over and above any other Sum or Sums of Money by her charged or to be charged by her now-stating Will or any Codicil thereto) of the Sum of Five thousand one hundred and seventy-six Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, to be computed from her Decease, and directed the same to be raised by the Trustees of the said Settlement, with all convenient Speed after her Decease, and to be paid in the Manner and Proportions following to the several Persons therein-after mentioned; (that is to say,) to *James Hall* of *Scorbro'* aforesaid, Esquire, the Sum of Four thousand four hundred Pounds, in discharge of the Principal Money due on her (the said Testatrix's) Three several Bonds to him the said *James Hall* for securing Two thousand Pounds, and Two thousand Pounds, and Four hundred Pounds, advanced and paid by him to her or on her Account; to Doctor *Julius* of *Richmond* aforesaid a Legacy or Sum of One hundred Pounds; to the said *James Hall* and *Samuel Taylor* a Legacy or Sum of One hundred Pounds each, as an Acknowledgment for the Trouble they might have in or about the Execution of the Trusts of the said Indenture of Settlement; to Miss *Sarah Taylor* of *Grenville Street, Brunswick Square*, in the Parish of *Saint Pancras* in the County of *Middlesex*, and Miss *Eliza Caroline Taylor* her Sister, a Legacy or Sum of One hundred Pounds each; to *Elizabeth Harriet Linn*, the Daughter of *David Linn* the said Testatrix's Gardener, a Legacy or Sum of One hundred Pounds, to be applied in placing her in some Kind of Business, or otherwise for her Advancement in the World; to Mistress *Mary Badlan* the said Testatrix's Housekeeper, to *Harriet Badlan* her Daughter, to *Daniel Clifford* the said Testatrix's Butler, to *David Linn* the said Testatrix's Gardener, and to *Elizabeth* his Wife, the Sum of Ten Pounds each for Mourning, in addition to any other Legacies; to the Six under Servants that should be living with the said Testatrix at the Time of her Decease, namely, the Coachman, the Cook, Two Housemaids, and Two Footmen, a Legacy of Ten Pounds each, and to the Two under Gardeners that should be then living with her a Legacy of Five Pounds each, and to the Eight last-mentioned Servants the Sum of Seven Pounds each for Mourning, in addition to any other Legacies; and the said Testatrix directed that all the aforesaid Legacies or Sums directed to be paid out of the said Sum of Five thousand one hundred and seventy-six Pounds as aforesaid should carry Interest at the Rate

[ *Private.* ]5 *d*

of



of Five Pounds *per Centum per Annum* from her Decease; and the said Testatrix further directed that the said several Sums of Six thousand Pounds and Five thousand one hundred and seventy-six Pounds, so charged as aforesaid, should be paid to and applied for the Benefit of the Persons entitled thereto, clear of Legacy Duty, and which Legacy Duty the said Testatrix charged upon and directed to be raised and paid out of the said Estates by the Trustees of the said Settlement in the same Manner as the said Sums of Six thousand Pounds and Five thousand one hundred and seventy-six Pounds were directed to be raised; and the said *Harriet Mainwaring Ellerker*, in further Exercise of the said Power, charged all and singular the Freehold and Copyhold Hereditaments with the Payment of the several Annuities therein-after mentioned to the several Persons therein-after named, for their respective Lives; (that is to say,) to the said *Mary Badlan* an Annuity or yearly Sum of One hundred and seventy Pounds for her Life, for her sole and separate Use, to the said *Harriet Badlan* an Annuity or yearly Sum of Thirty Pounds for her Life, to the said *Daniel Clifford* an Annuity or yearly Sum of Fifty Pounds for his Life, to the said *David Linn* and *Elizabeth* his Wife an Annuity or yearly Sum of Fifty Pounds during their Lives, and the Life of the Survivor of them, to *William Evans*, the said Testatrix's Coachman, an Annuity or yearly Sum of Twenty Pounds for his Life, to *Jane Berrey*, the said Testatrix's Cook, an Annuity or yearly Sum of Ten Pounds for her Life, to *Hannah Jackson*, the Mother of the said Testatrix's late Servant *Jane Jackson*, an Annuity or yearly Sum of Ten Pounds Ten Shillings for her Life, to *Lucy Groome*, the said Testatrix's Housemaid, an Annuity or yearly Sum of Ten Pounds for her Life, if she should be in the said Testatrix's Service at the Time of her Decease, to *Mary Crichton*, also the said Testatrix's Housemaid, an Annuity or yearly Sum of Ten Pounds for her Life, if she should be in the said Testatrix's Service at the Time of her Decease, to *George Crichton*, the said Testatrix's Footman, an Annuity or yearly Sum of Ten Pounds for his Life, if he should be in her Service at the Time of her Decease, to *James Scott*, also the said Testatrix's Footman, an Annuity or yearly Sum of Ten Pounds for his Life, if he should be in the said Testatrix's Service at the Time of her Decease; and the said Testatrix directed that all the aforesaid several Annuities should be raised and paid by the Trustees of the said Settlement by half-yearly Payments in manner therein mentioned, free of Legacy Duty and all other Deductions; and the said Testatrix charged all the Estates comprised in the said Settlement with the Payment of such Legacy Duty, and directed the said Trustees to levy, raise, and pay the same accordingly; and immediately after the Decease of the last or surviving Annuitant therein-before named, she, the said Testatrix, in further Exercise of the said Power, charged all and singular the Freehold and Copyhold Hereditaments with the Payment of the Two further several Sums of One thousand Pounds and One thousand Pounds, with Interest for the same respectively after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Decease of the last surviving Annuitant as aforesaid, to be then, or as soon thereafter as conveniently might be, raised by the Trustees of the said Settlement, and paid to the said Lord *Charles Vere Ferrars Townshend* and *John Henry Elrington*, or to the Survivor



vivor of them, his Executors or Administrators, upon the Trusts therein mentioned: And whereas the said Testatrix *Harriet Mainwaring Ellerker* duly made and published a First Codicil to her said Will, bearing Date the Fourteenth Day of *May* One thousand eight hundred and thirty-eight, and thereby, in further Exercise of the said Power of charging the said Settled Estates reserved to her by the said Settlement, charged and appointed and directed the following Annuities to be paid to the several Persons therein-after named, free from Legacy Duty, at such Times, and in such Manner in all respects, as the Annuities charged by her said Will were directed to be paid, and out of the same Estates as the said Annuities given by her, said Will were directed to be paid (the Annuities given by the now-stating Codicil being intended to be in addition to the Annuities or Legacies given by her said Will); (that is to say,) to her Gardener *David Linn* an Annuity of Ten Pounds during his Life, to her Butler *Daniel Clifford* an Annuity of Ten Pounds during his Life, to *Harriet Badlan*, named in her said Will, an Annuity of Twenty Pounds during her Life, and to *Elizabeth Harriet Linn* the Daughter of the said *David Linn* an Annuity of Ten Pounds during her Life; and the said *Harriet Mainwaring Ellerker*, by her now-stating Codicil, in further Exercise of the said Power, charged all and singular the said Freehold and Copyhold Hereditaments with the Payment (over and above any other Sum or Sums of Money by the said Testatrix charged or to be charged by her said Will, or the now-stating or any other Codicil thereto,) of the Sum of Eight hundred and fifty-seven Pounds Twelve Shillings, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, to be computed from the said Testatrix's Decease, and to be paid, free from Legacy Duty, to the said *James Hall*, in discharge of the Principal Money due on the said Testatrix's Bond to him the said *James Hall* for securing the same Sum of Eight hundred and fifty-seven Pounds Twelve Shillings, advanced and paid by him to her or on her Account: And whereas the said *Harriet Mainwaring Ellerker* duly made and published a Second Codicil to her said Will, bearing Date the Fourteenth Day of *March* One thousand eight hundred and thirty-nine, and thereby, after reciting that by an Indenture, dated the Thirtieth Day of *June* One thousand eight hundred and nineteen, and made between the said *Elizabeth Mainwaring Ellerker* deceased and the said Testatrix *Harriet Mainwaring Ellerker* of the one Part, and the said *Henry Hoare* Esquire (since deceased) of the other Part, the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker* covenanted and agreed with the said *Henry Hoare*, his Executors, Administrators, and Assigns, that the Lands and Hereditaments in the said Indenture of Settlement mentioned should thenceforth remain charged with the Payment of the Sum of Nine thousand Pounds, that Day lent and advanced by the said *Henry Hoare* to the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, together with Interest for the same, as therein mentioned; and also reciting, that on the Second Day of *January* One thousand eight hundred and twenty the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker* paid to the said *Henry Hoare* the Sum of Four thousand Pounds, Part of the said Principal Sum of Nine thousand Pounds, and that Doubts had arisen whether

First Codicil to Will of H. M. Ellerker, dated 14th May 1838.

Second Codicil, dated 14th March 1839.



whether the said Indenture of the Thirtieth Day of *June* One thousand eight hundred and nineteen would operate as a legal Charge upon the said Lands and Hereditaments for the remaining Sum of Five thousand Pounds and Interest, and that the said Testatrix *Harriet Mainwaring Ellerker* had by her said Will, and a certain Codicil thereto, herein-before in part respectively stated, charged, and appointed or directed to be paid the several Sums of Money therein mentioned, the said Testatrix *Harriet Mainwaring Ellerker*, in further pursuance of the Powers contained in the said Indenture of Settlement, charged all and singular the Freehold and Copyhold Hereditaments comprised therein with the Payment (over and above any other Sum or Sums of Money by the said Testatrix charged or to be charged thereon by her said Will or any Codicil thereto) of the said Sum of Five thousand Pounds so lent and advanced by the said *Henry Hoare* as aforesaid, or of so much thereof as should be remaining due at the Time of her Decease, together with such Interest as might be due thereon, by way of further or collateral Security for the said Sum of Five thousand Pounds and Interest, in case the original Security should not be available: And whereas the said *Harriet Mainwaring Ellerker* duly made and published a Third Codicil to her said Will, bearing Date the Third Day of *July* One thousand eight hundred and thirty-nine, and thereby, in further Exercise of the said Power, charged all and singular the Freehold and Copyhold Hereditaments with the Payment (over and above any other Sum or Sums of Money by her charged by her said Will, and her Two Codicils thereto, herein-before respectively stated,) of the Sum of Eight hundred Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, to be computed from the said Testatrix's Decease, and directed the same to be raised by the Trustees of the said Settlement, with all convenient Speed after her Decease, and to be paid free from Legacy Duty to the said *James Hall* in discharge of the Principal Money due on the said Testatrix's Bond to him, bearing Date the Twenty-eighth Day of *June* then last past, for securing the Sum of Eight hundred Pounds advanced and paid by him to the said Testatrix, or on her Account; and in case the several Legacies and other Sums of Money charged upon the said Freehold and Copyhold Estates by her said Will, or her now-stating Codicil, or any other Codicil or Codicils thereto, and the Legacy Duty payable thereon, should in the whole exceed the Sum of Twenty thousand Pounds, then the said Testatrix *Harriet Mainwaring Ellerker*, in further Exercise of the several Powers contained in the said Indenture of Release and Settlement, further charged all and singular the said Freehold and Copyhold Hereditaments with the Payment to the said *James Hall*, his Executors, Administrators, or Assigns, of such an Annuity or yearly Sum of Money, as, together with the Annuities already charged on the said Hereditaments by her said Will and former Codicils, and any Annuity or Annuities that she the said Testatrix might charge thereon by any other Codicil or Codicils, should make up the annual Sum of One thousand Pounds, until such Time as the Principal and Interest that might remain due to the said *James Hall*, his Executors, Administrators, or Assigns, as well upon the said Testatrix's several Bonds to him mentioned in her said Will and former Codicil, dated the Fourteenth Day of *May* One thousand eight hundred and thirty-eight,

Third Codicil,  
dated 3d  
July 1839.



eight, as upon the above-mentioned Bond for Eight hundred Pounds and Interest, should be fully paid and satisfied; and the said Testatrix directed that the said Annuity to the said *James Hall* should be raised and paid by the said Trustees by Two half-yearly Payments in manner therein mentioned: And whereas the said *Harriet Mainwaring Ellerker* departed this Life on or about the Twenty-third Day of *September* One thousand eight hundred and forty-two, without having revoked or altered her said Will and Codicils, or any of them, and the same were on the Eleventh Day of *November* One thousand eight hundred and forty-two duly proved by the said Right Honourable Lady *Harriet Ann Ferrers* and the Right Honourable Lady *Elizabeth Margaret Ferrars Boulton*, the Executrices therein named, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas in the Month of *January* One thousand eight hundred and forty-three the said *Samuel Taylor*, being desirous of declining to act in the Trusts of the said Term of One thousand Years created by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, by an Indenture dated the Second Day of *January* One thousand eight hundred and forty-three, and made between the said *Samuel Taylor* of the First Part, the said *Thomas Cranley Onslow* of the Second Part, *George Augustus Cranley Onslow* of *Upton House, Abresford*, in the County of *Hants*, Esquire, of the Third Part, and *William Grimwood Taylor* of *John Street, Bedford Row*, in the Parish of *Saint Andrew Holborn* in the County of *Middlesex*, Gentleman, of the Fourth Part, the said *George Augustus Cranley Onslow* was appointed a Trustee of the said Term of One thousand Years created by the said Indenture of Settlement, and of the Manors and Hereditaments comprised therein, in the Place or Stead of the said *Samuel Taylor*, and to act jointly with the said *Thomas Cranley Onslow* in and for such of the same Trusts, Intents, and Purposes as were by the same Indenture declared concerning the same, or such of them as were still subsisting and capable of taking effect; and by virtue of the same Indenture, and of a certain other Indenture of Assignment, dated the Third Day of *January* One thousand eight hundred and forty-three, all and singular the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Term of One thousand Years were duly assigned and transferred unto the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow*, their Executors, Administrators, and Assigns, for all the Residue of the said Term of One thousand Years, upon the Trusts of the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, or such of them as should then be subsisting undetermined and capable of taking effect: And whereas the said *Edward Mainwaring Mainwaring Ellerker Onslow* on the Thirty-first Day of *January* One thousand eight hundred and forty-three obtained the Royal Licence that he might, in compliance with the Clause in that Behalf contained in the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, take and use the Surnames of *Mainwaring Ellerker*, and be called *Edward Mainwaring Mainwaring Ellerker Onslow*, and also bear the Arms of *Mainwaring* and *Ellerker* quarterly with those of *Onslow*, and that such Surnames and Arms might in like Manner be borne and used by his Issue: And whereas the said

Indenture,  
dated 2d Ja-  
nuary 1843.

Indenture  
dated 3d Ja-  
nuary 1843.

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*Edward*



Indenture,  
dated 8th  
May 1843.

*Edward Mainwaring Mainwaring Ellerker Onslow* is a Bachelor: And whereas the said *Guildford James Hillier Onslow* hath not any Issue Male of his Body: And whereas the said *Arthur Edward Onslow* is a Bachelor: And whereas *Thomas Frederick Onslow* of *Upton House, Abresford*, in the County of *Hants*, Esquire, is the Fourth Son of the said *Thomas Cranley Onslow*, and was born on the Fifteenth Day of *January* One thousand eight hundred and twenty-one: And whereas by a certain other Indenture, bearing Date the Eighth Day of *May* One thousand eight hundred and forty-three, and made between the said *Edward Mainwaring Mainwaring Ellerker Onslow* of the First Part, the said *Thomas Frederick Onslow* of the Second Part, and the said *William Grimwood Taylor* of the Third Part, after reciting as or to the Effect herein-before stated, and that the said *Thomas Frederick Onslow* was desirous of barring and destroying the Estate in Tail Male to which he was entitled in remainder under or by virtue of the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, of and in the said Manors and other Hereditaments comprised therein, and all Remainders and Reversions expectant and depending on or to take effect in defeasance of the same Estate in Tail Male of and in the same Hereditaments, but subject and without Prejudice to such of the Limitations contained in the said Indenture of Settlement as were prior to the Limitation to the Fourth and other younger Sons of the said *Thomas Cranley Onslow* successively in Tail Male, and that the said *Edward Mainwaring Mainwaring Ellerker Onslow*, being the first Tenant for Life in possession of the said Hereditaments, and the Protector of the said Settlement, had agreed, at the Request of the said *Thomas Frederick Onslow*, to concur in the now-stating Indenture, in the Manner therein after mentioned, for the Purpose of testifying his Consent as such Protector, it is by the now-stating Indenture witnessed, that for the Purpose of barring and destroying the Estate in Tail Male in remainder of the said *Thomas Frederick Onslow*, and for barring and extinguishing all other Estates Tail, and all Remainders and Reversions expectant and depending upon or to take effect in defeasance of the said Estate in Tail Male of the said *Thomas Frederick Onslow*, of and in the Manors, Messuages, Lands, Tenements, and Hereditaments thereby granted and released, and for limiting and assuring the same (subject and without Prejudice to the several Uses and Estates limited by the said Indenture of Settlement prior to the Limitation to the Fourth and other younger Sons of the said *Thomas Cranley Onslow* successively in Tail Male, or such of them as were then subsisting or capable of taking effect, and to the Powers annexed thereto, and to the Charges and Incumbrances affecting the same Hereditaments or any of them,) to the Use of the said *Thomas Frederick Onslow*, his Heirs and Assigns, and for the nominal Consideration therein mentioned, he the said *Thomas Frederick Onslow*, by virtue of the Powers then vested in him by virtue of an Act of Parliament passed in the Fourth Year of the Reign of King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance*, and with the Consent of the said *Edward Mainwaring Mainwaring Ellerker Onslow*, testified by his Execution of the now-stating Indenture, did grant, release, and confirm unto the said *William Grimwood Taylor*, and his Heirs, all and singular the Freehold and Charterhold Manors

3 & 4 W. 4.  
c. 74.



or Lordships, or reputed Manors or Lordships, Messuages or Tenements, Farms, Lands, Closes, Grounds, Rectories, Advowsons, Tithes, Moduses, Compositions for Tithes, Rents, Hereditaments, and Premises therein-before described or referred to, and comprised in and conveyed by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, together with the Appurtenances, to hold the same (subject and without Prejudice as aforesaid) unto the said *William Grimwood Taylor*, his Heirs and Assigns, to the Use of the said *Thomas Frederick Onslow*, his Heirs and Assigns, discharged from the Estate in Tail Male of the said ~~*Thomas Frederick Onslow*~~, and all other Estates Tail, Remainders, Reversions, Conditions, and Limitations, thereupon expectant or depending, or to take effect in defeasance thereof: And whereas the last-stated Indenture was on the Twelfth Day of *September* One thousand eight hundred and forty-three duly enrolled in Her Majesty's High Court of Chancery: And whereas by a certain other Indenture, bearing Date the said Eighth Day of *May* One thousand eight hundred and forty-three, and made between the said *Edward Mainwaring Mainwaring Ellerker Onslow* of the First Part, the said *Thomas Frederick Onslow* of the Second Part, and the said *William Grimwood Taylor* of the Third Part, after reciting or stating to the Effect herein-before stated, and that the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, at the Date of the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, appeared to have been seised of or entitled, at Law or in Equity, to divers Copyhold or Customary Hereditaments holden of the several Manors of *Skidby, Walkington Provost Fee, Howden Walkington, and Cottingham Powis with Barnard Castle*, in the said County of *York*, and that no Surrenders had been ever made, pursuant to the Covenants in the said Indenture of Settlement contained, on the Part of the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker*, or either of them, and that the said *Thomas Frederick Onslow*, as the Fourth and youngest Son of the said *Thomas Cranley Onslow*, was the first Person *in esse* entitled by virtue of the Limitations contained in the said Indenture of Settlement to an Estate in Tail Male of and in the Hereditaments comprised therein, (being, as far as related to the said Copyhold or Customary Hereditaments, an Estate in Tail Male in Equity only, expectant on the respective Deceases and Failure of Issue Male of the said *Edward Mainwaring Mainwaring Ellerker Onslow, Guildford James Hillier Onslow, and Arthur Edward Onslow*;) and that the said *Thomas Frederick Onslow* was desirous of barring and destroying such equitable Estate in Tail Male, to which he was so entitled in remainder as aforesaid, in the said Copyhold Hereditaments, and all Remainders and Reversions expectant and depending on or to take effect in defeasance of the same Estate in Tail Male in manner therein mentioned, it is by the now-stating Indenture witnessed, that for the Purpose of barring and destroying the said equitable Estate in Tail Male, and all other equitable Estates Tail, and all Remainders and Reversions expectant upon or to take effect in defeasance of the said Estate in Tail Male of the said *Thomas Frederick Onslow* of and in the Copyhold Messuages, Lands, Tenements, and Hereditaments, and for limiting and assuring the same

Indenture,  
dated 8th  
May 1843.

(subject



3 & 4 W. 4.  
c. 74.

(subject and without Prejudice as aforesaid) to the Use of the said *Thomas Frederick Onslow*, his Heirs and Assigns, and for the nominal Consideration therein expressed, the said *Thomas Frederick Onslow*, by virtue of the Powers then vested in him by the said Act of Parliament passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance*, and with the Consent of the said *Edward Mainwaring Mainwaring Ellerker Onslow*, as the Protector of the said Settlement, testified by his Execution of the now-stating Indenture, did grant, release, and confirm unto the said *William Grimwood Taylor* and his Heirs all and singular the Copyhold or Customary Messuages or Tenements, Lands and Hereditaments, by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen covenanted to be surrendered as aforesaid, and whether holden of the said Manors of *Walkington, Walkington Provost and Fee Howden*, as mentioned in the said Indenture of Settlement, or of the Manors of *Skidby, Walkington Provost Fee, Howden Walkington*, and *Cottingham Powis with Barnard Castle*, or any or either of them, or of any other Manor or Manors in the said County of *York* and County of the Town of *Kingston-upon-Hull*, or either of them, by whatsoever Name or Names the same Manors or any of them, or the said Copyhold Hereditaments, were commonly known and described, to hold the said Copyhold Messuages or Tenements, Hereditaments and Premises, (subject and without Prejudice as aforesaid,) unto the said *William Grimwood Taylor*, his Heirs and Assigns, to the Use of the said *Thomas Frederick Onslow*, his Heirs and Assigns, freed and discharged from the Estate in Tail Male of the said *Thomas Frederick Onslow*, and all other Estates Tail, Remainders, Reversions, Conditions, and Limitations thereupon expectant or depending thereupon, or to take effect in defeasance thereof: And whereas the said last-stated Indenture was duly enrolled on the Court Rolls of the several Manors herein-after mentioned on the several Days herein-after stated; (that is to say,) on the Court Rolls of the Manor of *Skidby* on the Twentieth Day of *September* One thousand eight hundred and forty-four, on the Court Rolls of the Manor of *Walkington Provost Fee* on the Third Day of *January* One thousand eight hundred and forty-five, on the Court Rolls of the Manor of *Cottingham Powis with Barnard Castle* on the Sixth Day of *February* One thousand eight hundred and forty-five, and on the Court Rolls of the Manor of *Howden* on the Seventh Day of *February* One thousand eight hundred and forty-five: And whereas the said *Arthur George Earl of Onslow* and *James Middleton Hall*, as the present Trustees of the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, have, upon Surrenders duly made in pursuance of the Covenants of the said *Elizabeth Mainwaring Ellerker* and *Harriet Mainwaring Ellerker* in that Behalf contained in the said Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, and in the said Indenture of Release of the Nineteenth Day of *July* One thousand eight hundred and thirty-five respectively, according to the respective Customs of the said Manors of *Skidby, Walkington Provost Fee, Howden Walkington*, and *Cottingham Powis with Barnard Castle*,



*Castle*, been duly admitted Tenants of the several Copyhold or Customary Hereditaments held of the said Manors of *Skidby, Walkington Provost Fee, Howden Walkington*, and *Cottingham Powis* with *Barnard Castle* respectively, which are comprised in the said Indenture of Settlement, to hold the same unto them the said *Arthur George Earl of Onslow* and *James Middleton Hall*, and their Heirs, according to the respective Customs of the said Manors of which the said Hereditaments respectively are holden, upon and for the Trusts, Intents, and Purposes declared or referred to concerning the same Copyhold or Customary Hereditaments respectively in and by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen: And whereas the said Mortgage Debts or Sums so as aforesaid secured upon Parts of the said Settled Estates to the said *Henry Hoare* and *Charles Hall* respectively as herein-before mentioned are still due and owing, and the Principal Sums charged upon the said Settled Estates under or by virtue of the said Codicils of the said *Elizabeth Mainwaring Ellerker*, and the said Will and Codicils of the said *Harriet Mainwaring Ellerker*, and now payable, amount to the Sum of Twenty-eight thousand Pounds and upwards, and there are no Means of raising and paying the said Mortgage Debts and other Charges, except by a Sale of a considerable Part of the said Settled Estates; but by reason of the Limitations contained in the said Settlement of the Remainder or Reversion of and in the said Hereditaments comprised in the said Term of One thousand Years thereby limited there is no Power of selling any Part of the same Hereditaments, except for the Residue of the said Term of One thousand Years: And whereas the said *Edward Mainwaring Mainwaring Ellerker Onslow* is desirous that the said Mortgage Debts and other Charges now payable should be paid off and discharged by means of a Sale of a competent Part of the said Hereditaments comprised in the said Indenture of Settlement; and inasmuch as a more beneficial Sale could be effected of the Fee Simple and Inheritance or other absolute Interest than of the Residue of the said Term of One thousand Years only of and in any Part of the same Hereditaments, it would be highly beneficial to the several Persons interested in the said Settled Estates if Power were given to sell and convey the Fee Simple or other absolute Interest of and in a competent Part of the same Hereditaments, for the Purpose of discharging the said Mortgage Debts and other Charges, and if the Surplus (if any) of such Sale Monies should be laid out in the Purchase of other Real Estates, to be settled to such of the Uses, and upon such of the Trusts, and for such of the Intents and Purposes, as under or by virtue of the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen would be then subsisting and capable of taking effect of and concerning the Hereditaments to be so sold, if the same had not been so sold: And whereas the Manor and Advowson of *Routh* in the said County of *York*, and the several Messuages, Lands, Tenements, and Hereditaments situate in the Parish of *Routh* aforesaid, the Particulars whereof are specified and described in the Schedule to this Act annexed by the Names of their present Tenants, and the Quantities of Land held and the annual Rents paid by such Tenants respectively, are Part of the Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments com-

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Lands, &c.  
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Trustees to  
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prised in and subject to the Limitations of the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, and are that Part of the same which, having regard to the Benefit of the several Persons interested in the said Settled Estates, it is the most eligible to sell; but the beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, *Edward Mainwaring Mainwaring Ellerker Onslow*, on behalf of himself, and all and every his future-born Sons and their Issue Male, with the Assent of the said *Guildford James Hillier Onslow*, *Arthur Edward Onslow*, and *Thomas Frederick Onslow*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Manor and Advowson of *Routh* in the said County of *York*, and the several Messuages, Lands, Tenements, and Hereditaments situate in the Parish of *Routh* aforesaid, being Part of the Hereditaments comprised in and settled by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, (and which said Manor, Advowson, Messuages, Lands, Tenements, and Hereditaments are specified and described in the said Schedule to this Act annexed,) with their Appurtenances, and the Inheritance thereof in Fee Simple, shall, from and immediately after the passing of this Act, (but subject and without Prejudice to the said several Mortgages herein-before mentioned, and also to the several Legacies, Annuities, or Rent-charges, and other Charges now charged thereon or raiseable thereout under or by virtue of the said Codicils of the said *Elizabeth Mainwaring Ellerker*, and the said Will and Codicils of the said *Harriet Mainwaring Ellerker* respectively, or otherwise raiseable under the Trusts of the said Term of One thousand Years created by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen,) be well and effectually vested in the Honourable *Thomas Cranley Onslow* and *George Augustus Cranley Onslow* Esquire, both of *Upton House, Alresford*, in the County of *Hants*, their Heirs and Assigns, freed and absolutely discharged of and from all the Uses, Trusts, Limitations, Provisions, and Declarations in and by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen limited and declared concerning the same; nevertheless upon trust that the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow*, or the Survivor of them, or his Heirs, or other the Trustees or Trustee for the Time being of this Act, do and shall, with the Consent in Writing of the said *Edward Mainwaring Mainwaring Ellerker Onslow* during his Life; and after his Decease with the like Consent of the Person or Persons who, by virtue of the Limitations in the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, shall for the Time being be in the Possession or entitled to the Rents and Profits of the said Hereditaments in the said Indenture of Settlement comprised, if of full Age, and of the Guardian or Guardians of any such Person or Persons respectively who for the Time being shall be under the Age of Twenty-one Years, (but subject and without Prejudice as aforesaid,) sell and absolutely dispose of the  
said



said Manor, Advowson, Messuages, Lands, Tenements, and Hereditaments specified or described in the said Schedule to this Act annexed, and hereby vested in the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow* as aforesaid, or of such Part or Parts thereof as the said Trustees or Trustee shall in their or his Discretion, with such Consent as aforesaid, from Time to Time think proper, either altogether in One Lot or in Parcels, and either by public Auction or private Contract, either at One Time or at several Times, and with or without any special or other Conditions or Stipulations relative to the Title or Evidence of Title, or Indemnity against or Apportionment of Incumbrances, or otherwise, as to the said Trustees or Trustee may seem meet, to any Person or Persons whomsoever, and for such Price or Prices as to the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow*, or the Survivor of them, or his Heirs, or other the Trustees or Trustee aforesaid, shall seem reasonable, with full Power to buy in the same Premises, or any of them, at any public Auction or Auctions, or to rescind or vary any Contract or Contracts for the Sale thereof, and to resell the same from Time to Time, with or without special or other Conditions of Sale as aforesaid, and without being answerable for any Loss or Diminution in Price, and to make, do, and execute such Acts, Deeds, Conveyances, Surrenders, and Assurances, Matters and Things whatsoever, as shall be requisite or proper for the Purpose of effectuating and completing such Sale or Sales.

II. And be it enacted, That when all or any Part of the said Hereditaments hereby authorized or directed to be sold shall be sold, and such Conveyances, Surrenders, or Assurances thereof made and executed as aforesaid, all and every the said Hereditaments which shall be so sold and conveyed shall from thenceforth go and remain to the Uses, upon and for the Trusts and Purposes, and in the Manner to, upon, for, and in which the same shall be so conveyed and assured, and shall and may be held and enjoyed, and the Rents and Profits thereof received and taken accordingly, freed and for ever discharged of and from all and singular the Estates, Uses, Trusts, Remainders, Reversions, Powers, Provisoes, Conditions, and Limitations whatsoever in and by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen limited, expressed, and declared concerning the same, save and except the said several Legacies, Annuities, or Rent-charges, and other Charges charged thereon under or by virtue of the said Codicils of the said *Elizabeth Mainwaring Ellerker* and the said Will and Codicils of the said *Harriet Mainwaring Ellerker* respectively, or otherwise raiseable under the Trusts of the said Term of One thousand Years created by the said Indenture of Settlement, or such of the same Legacies, Annuities, or Rent-charges, and other Charges, as are or shall be from Time to Time subsisting, unless the respective Persons entitled to receive the said Legacies, Annuities, or Rent-charges, and other Charges, shall release the said Hereditaments so to be sold from the said Legacies, Annuities, or Rent-charges, or other Charges, respectively; and which such Persons respectively are hereby authorized and empowered to do in case they shall be so minded.

Lands, when sold, freed and discharged from Trusts, &c. of Indenture of Settlement of 19th September 1816, subject however to Legacies, &c. charged upon such Lands.

III. And be it enacted, That in case the said Persons respectively entitled to receive the said Legacies, Annuities, or Rent-charges,

In case Parties entitled to Legacies,



&c. release Lands sold, Legacies, &c., so far as unsatisfied, to remain charged on the other Settled Estates.

charges, and other Charges, charged on the said Hereditaments hereby authorized to be sold, under or by virtue of the said Codicils of the said *Elizabeth Mainwaring Ellerker* and the said Will and Codicils of the said *Harriet Mainwaring Ellerker* respectively, or otherwise raiseable under the Trusts of the said Term of One thousand Years created by the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, or any of such Persons, shall release the said Hereditaments so sold, or any Part thereof, from the said Legacies, Annuities, or Rent-charges, and other Charges, respectively, or any of them, the Person or Persons so releasing the said Hereditaments so sold from the said Legacies, Annuities, or Rent-charges, and other Charges, respectively, shall not thereby extinguish the same, but, notwithstanding such Release or Releases, such Legacies, Annuities, or Rent-charges, and other Charges respectively, shall, to the Extent to which the same respectively shall continue payable or be unsatisfied, remain charged upon the other Hereditaments comprised in the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen to which such Release or respective Releases shall not extend or apply.

Lands, until sold, to be held and enjoyed by Persons entitled under Limitations contained in Indenture of 19th September 1816.

IV. And be it enacted, That in the meantime, and until the Manor, Advowson, Messuages, Lands, Tenements, and Hereditaments hereby authorized to be sold shall be sold and conveyed in manner aforesaid, the same, or such Part or Parts thereof as shall remain unsold, shall be held and enjoyed, and the Rents and Profits thereof received and taken, by the Person or Persons who for the Time being would be entitled thereto according to and under the Limitations contained in the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, in such and the same Manner as if this Act had not been passed.

Money not applied towards Discharge of Debts, &c. to be paid into Bank of England.

V. And be it enacted, That the Purchaser or Purchasers of the said Manor, Advowson, Messuages, Lands, Tenements, and Hereditaments by this Act authorized to be sold as aforesaid, or any of them, or any Part or Parts thereof, shall pay the Sum or Sums of Money agreed to be by him, her, or them respectively paid under the Authority of this Act, or so much thereof as he, she, or they shall not, by the Direction of the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow*, or the Survivor of them, or his Heirs or other the Trustees or Trustee aforesaid, pay or apply in or towards Discharge of the Principal Monies secured by the said now-subsisting Mortgages, or due and payable in respect of any Legacies or other Sums in gross charged by the said Codicils of the said *Elizabeth Mainwaring Ellerker*, or the said Will and Codicils of the said *Harriet Mainwaring Ellerker*, or otherwise raiseable under the Trusts of the said Term of One thousand Years, in exoneration of the Hereditaments respectively charged, or some of them, or some Part or Parts thereof, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* the Purchasers of the Settled Estates of Miss *Elizabeth Mainwaring Ellerker* and Miss *Harriet Mainwaring Ellerker* respectively, deceased," pursuant to the Method prescribed by the Act of the



Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, 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, Chapter Twenty-four.

VI. And be it enacted, That such Payments as shall be so made in or towards Discharge of the Principal of the said Mortgages or other Charges, or any or either of them, or into the Bank of *England*, as aforesaid, shall be and be deemed to be good Payments, and also that the Receipt in Writing of the Person or Persons entitled to receive such Mortgages or other Charges for the Sum or Sums so to be paid to him, her, or them in or towards Discharge of the Principal thereof respectively as aforesaid, and the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be therewith filed in the Register Office of the Court of Chancery, of such Payments into the Bank as aforesaid, or an Office Copy or Copies thereof respectively, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers respectively, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for his, her, or their Purchase or Consideration Money, or so much thereof respectively as therein respectively shall be expressed to have been paid, and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns respectively, shall not, after the taking of such Receipt or Receipts, and the filing of such Certificate or Certificates and the Cashiers Receipt or Receipts as aforesaid, be liable to see to the Application of such Monies, either upon the Trusts or for the Purposes of the said Settlement, or any of them, or otherwise howsoever, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Receipts of  
Mortgagees,  
&c. sufficient  
Protection to  
Purchasers.

VII. And be it enacted, That the Monies so to be paid into the Bank to the Account "*Ex parte* the Purchasers of the Settled Estates of Miss *Elizabeth Mainwaring Ellerker* and Miss *Harriet Mainwaring Ellerker* respectively, deceased," as aforesaid, shall, in the first place, be applied in paying and satisfying all the Costs, Charges, and Expences of the said *Arthur George* Earl of *Onslow* and *James Middleton Hall*, and of the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow*, as Trustees respectively of the said Indenture of Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, and of the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow* as Trustees of this Act, and also of all Parties, in preparing and obtaining this present Act, and the preliminary Arrangements for the same, and otherwise incident thereto, and to the Sale or Sales hereby authorized, and the Execution of the Powers and Authorities hereby created in relation thereto, and to the Application of the Proceeds of such Sale or Sales; and, in the next place, shall be applied, under or subject to the Directions of Her Majesty's High Court of Chancery, either in pursuance of any Decree or Order, Decrees or Orders, to be made in any Suit or Suits to be instituted for that Purpose, and which Suit or Suits the said Court may direct to be instituted, or, in the Discretion of the

Application  
of Monies  
paid into  
Bank.

[*Private.*]

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said



said Court, in pursuance of any Order or Orders for that Purpose to be obtained, upon Motion or Petition in a summary Way, by or on behalf of any Person or Persons interested in such Application thereof, in or towards answering or satisfying such of the Trusts and Purposes expressed and contained in the said recited Settlement concerning the Sum or Sums of Money to be levied and raised under the Trusts of the said Term of One thousand Years thereby created as shall from Time to Time be subsisting and unsatisfied; and the Residue and Surplus (if any) of the said Sale Money which shall not from Time to Time be required to be applied for the Purposes aforesaid shall from Time to Time be laid out and invested, under and subject to the Directions of Her Majesty's High Court of Chancery, in pursuance of any Order or Orders for that Purpose to be obtained, upon Motion or Petition in a summary Way, by or on behalf of the Person or Persons who, under or by virtue of the said Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, would for the Time being be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Manor, Advowson, Lands, and Hereditaments so to be sold as aforesaid, if the same had remained unsold, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then by or on behalf of the Guardian or Guardians of such Person or Persons, in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of an Estate of Inheritance in Fee Simple in possession, to be situate in *England*, or of Copyhold Lands or Hereditaments convenient to be held therewith, such Copyhold Lands or Hereditaments not exceeding in Value One Sixth Part of the Freehold Lands so to be purchased, and all which Premises so to be purchased as aforesaid shall be conveyed, surrendered, settled, and assured to, for, upon, with, under, and subject to such Uses, Estates, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, and Declarations as, under or by virtue of the said recited Settlement of the Nineteenth Day of *September* One thousand eight hundred and sixteen, the Hereditaments from the Sale whereof the Monies laid out in such Purchase shall have arisen would have stood or been limited or subject to if the same Hereditaments had not been sold, nor this present Act passed, or as near thereto as Circumstances will permit, but not so as to revive any Mortgage, Charge, or Incumbrance which shall have been then answered or satisfied under the Provisions of this Act or otherwise.

Surplus  
Monies to be  
invested in  
Navy or Vic-  
tualling or  
Exchequer  
Bills.

VIII. And be it enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied as herein mentioned, shall in the meantime, until the same shall be invested in the Purchase of Manors, Messuages, Farms, Lands, Tenements, and Hereditaments as aforesaid, be laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Monies to be received for the same Bills respectively, or from any other Bills to be purchased as next herein-after directed, when and as they shall



respectively be paid off by Government, shall be laid out, under the Direction of the said Court, in the Name of the said Accountant General, in the Purchase of Navy or Victualling or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such general or special Order or Orders, if necessary, that whensoever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in exchange for those which are in a Course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest on the old Bills shall be laid out as before directed with respect to the Interest whereof the Bills are paid off as aforesaid; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall be sold under any such Order or Orders of the said Court of Chancery as the said Court is hereby empowered to make; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the personal Representative or Representatives of such Person or Persons, as Part of his or their Personal Estate.

IX. Provided always, and be it enacted, That it shall be lawful for the said Court of Chancery, from Time to Time, upon Petition in a summary Way, to be presented by or on behalf of any Person or Persons interested, to make such Order or Orders as to the said Court shall seem fit for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid out of the Proceeds of such Sale or Sales as aforesaid, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing such Monies in the Purchase of Manors, Lands, and Hereditaments, according to the Directions herein-before contained, or otherwise in carrying the Trusts and Directions of this Act in relation to the Proceeds of such Sale or Sales as aforesaid into execution, and for the Payment of all such Costs, Charges, and Expences out of the Monies which shall arise from any Sale or Sales to be made under or by virtue of this Act, and which shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the said Bank Annuities or Government Securities so to be purchased as aforesaid.

Court of Chancery may order Taxation and Payment of Costs.

X. Provided always, and be it enacted, That in case the said *Thomas Cranley Onslow* and *George Augustus Cranley Onslow*, or either of them, or any other Trustee or Trustees to be appointed as herein-after mentioned, shall die, or desire to relinquish or refuse or decline or become incapable to act in the Trusts hereby created, or shall go to reside out of *Great Britain* before the said Trusts shall

Court of Chancery may appoint Trustees in case of Death, &c.

be



be fully performed and executed, then and in every such Case it shall and may be lawful to and for the said Court of Chancery, on Motion or Petition in a summary Way by the said *Edward Mainwaring Mainwaring Ellerker Onslow* during his Life, and after his Decease by the Person or Persons who would for the Time being be beneficially entitled in possession to the Rents and Profits of the Hereditaments to be sold under or by the Authority of this Act, in case the same were not sold, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf, if such Person or Persons shall be under that Age, from Time to Time to nominate or appoint One or more Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid all the said Trust Estate which shall be then vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing, declining, or becoming incapable to act, or going out of *Great Britain* as aforesaid, shall with all convenient Speed be conveyed and assured so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the same Trusts, and for the same Uses, Intents, and Purposes, as are herein expressed and declared concerning the same Estates respectively, or such and so many of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

This Act not  
to affect  
G. J. H.  
Onslow until  
his Consent  
is obtained

XI. And whereas the said *Guildford James Hillier Onslow* is now in *Italy*, and his Consent to this Act has not been proved; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Guildford James Hillier Onslow*, or against any Person or Persons claiming by, from, through, or under him, until the said *Guildford James Hillier Onslow* shall signify his Consent to this Act, by Writing under his Hand, attested by One or more Witness or Witnesses; and such Writing shall be enrolled in Her Majesty's Court of Chancery in *England* within Two Years after 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 *Guildford James Hillier Onslow*, and all and every Person and Persons claiming or to claim, by, from, through, or under him, 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; namely,

‘ I *Guildford James Hillier Onslow* of \_\_\_\_\_ do hereby  
 ‘ consent to an Act of Parliament passed in the \_\_\_\_\_ Year of  
 ‘ the Reign of Queen *Victoria*, intituled *An Act to authorize the*  
 ‘ *Sale*



‘ *Sale of the Fee Simple of Part of the Settled Estates of Miss Eliza-*  
 ‘ *beth Mainwaring Ellerker and Miss Harriet Mainwaring Ellerker*  
 ‘ *deceased, situate in the County of York, and for applying the Monies*  
 ‘ *to arise by such Sale in Payment of Incumbrances affecting the*  
 ‘ *said Estates, and laying out the Residue of such Monies in the*  
 ‘ *Purchase of other Estates.* Given under my Hand, the  
 ‘ Day of \_\_\_\_\_ in the Year of our Lord One thousand eight  
 ‘ hundred and \_\_\_\_\_

XII. Saving always to the Queen's most Excellent Majesty, Her General Saving.  
 Heirs and Successors, and to all and every other Person and Persons,  
 Bodies Politic and Corporate, his, her, and their Successors, Execu-  
 tors, Administrators, and Assigns, (other than and except the said  
*Edward Mainwaring Mainwaring Ellerker Onslow, Guildford James*  
*Hillier Onslow, and Arthur Edward Onslow, and the Sons of the*  
*said Edward Mainwaring Mainwaring Ellerker Onslow, Guildford*  
*James Hillier Onslow, and Arthur Edward Onslow, and the Heirs*  
 Male of the Body of all such Sons successively, and the said *Thomas*  
*Frederick Onslow, and his Heirs and Assigns, and the said Arthur*  
*George Earl of Onslow and James Middleton Hall, as the Trustees to*  
 preserve the contingent Remainders limited by the said Indenture of  
 Settlement of the Nineteenth Day of *September* One thousand eight  
 hundred and sixteen, and the said *Thomas Cranley Onslow and*  
*George Augustus Cranley Onslow* as the Trustees of the said Term  
 of One thousand Years created by the same Indenture of Settlement,  
 and the Persons entitled and to be entitled under the Trusts of the  
 said Term of One thousand Years, save and except so far as the  
 Rights and Interests of such last-mentioned Persons are by the Pro-  
 visions of this Act saved and reserved,) all such Right, Title, Interest,  
 Claim, and Demand whatsoever, of, in, to, or out of the Hereditaments  
 hereby authorized to be sold, and every or any Part thereof, as  
 they, every or any of them, had before the passing of this Act, or  
 could or might have had, held, and enjoyed in case this Act had not  
 passed.

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



The SCHEDULE to which the foregoing Act refers.

All that the Manor and Parish of Routh situate in the East Riding of the County of York, with all Seigniories, Rights, Royalties, and Appurtenances to the said Manor belonging or appertaining.

Also the several Messuages, Lands, Tenements, and Hereditaments situate within the said Manor and Parish of Routh, now in the Occupation of the several Persons, and containing the several Quantities or thereabouts, and held at the several yearly Rents, herein-after specified; (that is to say,)

Tenants Names, and Particulars of Property occupied.	Total Quantity in each Holding.			Annual Rents.		
	A.	R.	P.	£	s.	d.
<b>JOHN and WILLIAM HENRY CATTON:</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable, Meadow, and Pasture Land, containing together - - - - -	469	1	26	535	0	0
<b>ROBERT DANBY:</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable, Meadow, and Pasture Land, containing together - - - - -	402	1	27	512	0	0
<b>WILLIAM JACKSON:</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable, Meadow, and Pasture Land, containing together - - - - -	290	3	26	360	0	0
<b>THOMAS JACKSON:</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable, Meadow, and Pasture Land, containing together - - - - -	214	2	16	300	0	0
<b>JOSEPH STEPHENSON:</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable, Meadow, and Pasture Land, containing together - - - - -	294	1	2	375	0	0
<b>ALEXANDER GRAINGER:</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable, Meadow, and Pasture Land, containing together - - - - -	254	2	19	395	0	0
<b>THOMAS WILSON:</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable, Meadow, and Pasture Land, containing together - - - - -	365	1	10	495	0	0



Tenants Names, and Particulars of Property occupied.	Total Quantity in each Holding.			Annual Rents.		
	A.	R.	P.	£	s.	d.
<b>WILLIAM STEPHENSON :</b>						
A Messuage or Dwelling House, with Outbuildings, and Arable and Grass Land, containing together	4	0	34	12	0	0
<b>WILLIAM RICHARDSON :</b>						
Two Cottages, Orchard, and Arable Land - -	1	1	4	6	0	0
<b>WILLIAM GOFORTH :</b>						
Cottage and Garden - - - -	0	1	31	0	5	0
<b>MOSES WHITTY :</b>						
Messuage, Outbuildings, and Orchard, and Grass and Arable Land - - - -	14	3	18	37	0	0
<b>WILLIAM TURNER :</b>						
Blacksmith's Shop, &c. - - - -	0	0	1	0	5	0
<b>GEORGE DUNN :</b>						
Cottage, Workshop, and Buildings, Orchard, and Grass Land - - - -	3	2	32	13	0	0
<b>DAVID LACEY :</b>						
House and Garden - - - -	0	0	14	2	2	0
<b>EDWARD STEPHENSON :</b>						
Messuage and Orchard, and Grass and Arable Land	3	1	38	10	10	0
<b>JOHN HOLMAN :</b>						
Blacksmith's Shop - - - -	0	0	1	0	10	0
<b>DANIEL MITCHELL :</b>						
Public House, Buildings, and Land - - - -	12	3	23	28	0	0
<b>WILLIAM ATKINSON :</b>						
Cottage and Garden - - - -	0	0	12	—	—	—
<b>ANNE JACKSON :</b>						
Cottage and Garden - - - -	0	0	21	—	—	—
<b>THOMAS LACEY :</b>						
Cottage and Garden - - - -	0	1	5	0	5	0
<b>SUSANNAH WILLIAMSON :</b>						
Cottage, Buildings, and Orchard - - - -	0	0	18	0	5	0
<b>WILLIAM BEWELL :</b>						
Cottage and Garden - - - -	0	0	6	0	5	0



Tenants Names, and Particulars of Property occupied.	Total Quantity in each Holding.			Annual Rents.		
	A.	R.	P.	£	s.	d.
<b>ROBERT NORRIS:</b>						
Toll Bar, House, and Garden - - -	0	0	14	-		
<b>JAMES DALES:</b>						
Cottage and Garden - - -	0	2	12	0	10	0
<b>CHARLES HALL:</b>						
Pasture Land - - -	11	0	8	30	0	0
Roads and Drains - - -	34	2	9	-		
<b>Mr. SMITH:</b>						
For the Manor of Routh - - -	-	-	-	20	0	0
Acres - - -	2,379	1	29	£3,132	17	0

The Advowson of the Rectory of Routh, the Tithes whereof have been commuted into a Rent-charge of £540 per Annum.

*T. Bentley Phillips.*

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