



ANNO OCTAVO & NONO

# VICTORIÆ REGINÆ.

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## Cap. 18.

An Act for enabling *Richard Ellison* Esquire and his Trustees to grant Leases of the *Fosdyke* Navigation in the County of *Lincoln*; and for other Purposes. [4th August 1845.]

**W**HEREAS by an Act of Parliament passed in the Session of Parliament holden in the Twenty-second and Twenty-third Years of the Reign of His late Majesty King *Charles* the Second, intituled *An Act for improveing the Navigaçon betweene the Towne of Boston and the River Trent*, it was enacted, that the Mayor, Sherriffs, Cittizens, and Coñonalty of the City of *Lincolne*, and their Successors, in case they should within Two Yeares undertake the same, or upon their Neglect, or upon their Refusall under their Coñon Seale, such other Person or Persons as the Commissioners in and by that Act appointed, or any Seaven or more of them, by Instrument under their Hands and Seales should for that Purpose nominate and appoint, and would undertake the same, should have full Power themselves, their Deputies, Agents, and Officers, and they were thereby authorized, to make navigable and passable with Keeles, Lyters, or other Boats, the Rivers or auntient Channells of *Witham* and *Ffossedike*, or either of them, or any Part of them, by such legall Waies, Acts, and Meanes as would be necessary for that Worke, and

22 & 23 Car. 2.  
c. 25.

[Private.]

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as thereafter were directed; and for the Purposes therein expressed it was enacted, that the Lord Bishopp of *Lincolne* for the Tyme being, S<sup>r</sup> *John Monson* Knight of the Barr and Barronett, S<sup>r</sup> *Edward Lake* Bar<sup>t</sup>, S<sup>r</sup> *Thomas Meeres*, *John Wilson*, *George Nevile*, and *Francis Manby*, Esq<sup>res</sup>, the Deane and Chancellor of the Cathedrall Church of *Lincolne*, the Maior and Three senior Aldermen of the Citty of *Lincolne* for the Tyme being, and certain other Persons therein named, should be and were thereby constituted and made Commissioners for carrying the said Act into execution, as therein expressed; and it was thereby enacted, that, for the better enabling of the said Undertakers respectively, and their respective Heires, Executors, Admin<sup>rs</sup>, Successors, and Assignes to defray the Charges of makeing their respective Rivers navigable, it should and might be lawfull for them and every of them from Tyme to Tyme to demand, receive, and take such reasonable Rates or Toll for the Carriage of Pit Coles, Sea Coles, Lead, Corne, Timber, or other Carriages or Things whatsoever by any Boat or Vessell to be respectively carryed and conveyed in the said Rivers or Channells, or any Pte of them, as by the said Com<sup>rs</sup>, or any Seaven or more of them, should by an Instrument indented under their Hands and Seales be in that Behalfe assessed, limited, and appointed, whereof one Parte should remaine with the said respective Undertakers, and the other Parte with such Pson or Psons as the said Comm<sup>rs</sup> by whom the same should be subscribed and sealed should appoint; and it was thereby enacted, that, for supplying the Number of the said Com<sup>rs</sup> in case of Death, the surviveing Com<sup>rs</sup>, or any Six or more of them, should from Tyme to Tyme in manner therein expressed nominate and appoint some other Pson or Psons residing and having such Estate as therein expressed, in the Place and Stead of him or them soe dyeing, which said new Com<sup>r</sup> or Commissioners soe nominated should from thenceforth have like Power and Authority in all things relateing to the said Navigaçon, or the Matters of that Act, as those Commissiõrs who were expressly named in that Act; and for the better enabling them to raise present Monies wherewith to defray the Charge of makeing the said Rivers or Channells, or either of them, navigable, it was thereby enacted, that the said respective Undertakers, and their several and respective Heires, Executors, Adm<sup>ors</sup>, Successors, and Assignes should be and were thereby enabled to engage the Profitts ariseing of and from the said Navigaçon or any Parte thereof, by vertue of that Act, as a Security for Money by them to be borrowed and taken up for that Purpose, and by One Indenture in that Behalfe to be made to grant and assigne the same, or any Parte or Porçon thereof, to any Pson or Psons that should or would upon Security thereof advance any Sume or Sumes of Money, which should and might by vertue of that Act have, take, and enjoy the same according to the Tenor and Effect of such Assignem<sup>t</sup>, as fully and amply as such Undertakers could have done by vertue thereof, saveing Rights of Piscary as therein expressed; and it was thereby enacted, that any Person or Persons who should undertake the said Navigaçon by vertue of that Act might, if hee or they thought fit, take in any other Pson or Psons to joine with him or them therein, who alsoe should and might enjoy the Powers and Privileges of that Act as amply as any other Undertaker might have done, soe as every such new Undertaker or Undertakers were con-

stituted and appointed thereunto by the said Com<sup>rs</sup>, or any Seaven or more of them, by Writing under their Hands and Seales; and it was thereby provided and enacted, that noe Rates or Toll taken by vertue of that Act upon any Part of the said Navigation betwixt the said City of *Lincolne* and the said Port of *Boston* should be expended in makeing the said Channell of *Fosdyke* more pasable or navigable, nor any Rate or Toll taken upon any Part of *Fosdyke* aforesaid should be employed for makeing the River *Witham* more navigable, unlesse by the Direction and Appointment of the maior Part of all the said Commissioners by an Instrument under their Hand and Seales for

the Benefit of the said whole Navigation: And whereas by a Deed Poll, bearing Date on or about the Fourth Day of *October* One thousand six hundred and seventy-one, under the Common Seal of the Mayor, Sheriffs, Citizens, and Commonalty of the City of *Lincoln*, by vertue of the Power to them given in and by the said recited Act of Parliament, the said Maior, Sherriffs, Cittizens, and Com<sup>altie</sup> did declare ymselves to be Undertakers of that Parte of the said Navigation which lay or ran betweene the Bridge commonly called "The *High Bridge*" in the said City and the said River of *Trent*, and that they should and would make navigable that Parte of the said Rivers or antient Channells of *Witham* and *Fossedye* that ran betwixt the said River of *Trent* and the said Bridge: And whereas by another Indenture, bearing Date on or about the Tenth Day of *October* One thousand six hundred and seventy-one, and made or expressed to be made between the said S<sup>r</sup> *Edward Lake*, S<sup>r</sup> *John Monson*, and S<sup>r</sup> *Thomas Meres Michaell Honeywood*, Dean of the said Cathedrall Church of *Lincoln*, the said *George Nevile* and *Francis Manby*, and *Henry Morley*, *Samuell Lodington*, and *Richard Kyet*, Three senior Aldermen of the said City of *Lincoln* therein respectively described as Persons constituted and made Commissioners, amongst others, in and by the said recited Act of Parliament, *Reason Mellish* Esq<sup>re</sup>, therein described as a Person appointed a Commissioner under the Hands and Seals of Six Com<sup>rs</sup>, as the said Act directed, in the Room of the said *John Wilson*, named a Commissioner in the said Act, and then since deceased, of the one Part, and the said Maior, Sheriffs, Citizens, and Commonalty of the other Part, the same Ten Commissioners, by vertue of the Power to them given in and by the said recited Act of Parliament as aforesaid, and in pursuance thereof, did assess, limit, and appoint that the said Maior, Sherriffs, Cittizens, and Commonalty, their Successors and Assigns, should and might from Tyme to Tyme, and at all Tymes, from and after they should have made it appeare to Six or more of the Commissioners nominated in the said Act, or otherwise authorized by the said Act to exercise the same, that they had expended the Sum of Three hundred Pounds at the least in and upon the said Work of Navigation, demand, receive, and take for the Carriage of Pitt Coals, Sea Coals, Lead, Corn, Timber or other Carriages or Things whatsoever, by any Boat or Vessel to be respectively carried and conveyed in the said River or Channell of *Fosdyke*, and that Part of the said River *Witham* that came or lay within the then present Undertaking, after the several Rates and Tolls and in such Manner as was thereafter in those Presents expressed: And whereas by a Deed Poll, bearing Date on or about the First Day of *October* One thousand six hundred and seventy-

Deed Poll,  
dated  
4th Oct.  
1671.

Indenture,  
dated  
10th Oct.  
1671.

Deed Poll,  
dated  
1st Oct. 1672.

two,

Indenture,  
dated  
24th April  
1673.

two, under the Hands and Seals of *William* Lord Bishop of *Lincoln*, the said Sir *Edward Lake*, Sir *John Monson*, and *Michaell Honeywood*, *Samuel Fuller* Bachelor in Divinity, Chancellor of the said Cathedral Church of *Lincoln*, and the said *Reason Mellish* and *Francis Manby*, therein expressed to be all of them nominated Commissioners in and by the said recited Act of Parliament, or otherwise authorized thereby to put the same Act into execution, the same Seven Commissioners did declare that the said Maior, Sheriffes, Citizens, and Comãaltie had fully and clearely made it appeare unto all and every the said Parties thereto that the said Maior, Sheriffes, Citizens, and Commonalty had expended the said Sume of Three hundred Pounds, mentioned in the said lastly herein-before and therein-recited Indentures, and more, in and upon the said Worke of Navigaçon : And whereas by Indenture, bearing Date on or about the Twenty-fourth Day of *April* in the Twenty-fourth Year of the Reign of King *Charles* the Second, One thousand six hundred and seventy-three, and made between the said Mayor, Sheriffs, Citizens, and Commonalty of the City of *Lincoln* of the One Part, and *Samuel Fortrey* of the Parish of *St. Martin's-in-the-Fields* in the County of *Middlesex*, Esquire, of the other Part, the said Mayor, Sheriff, Citizens, and Commonalty did covenant with the said *Samuel Fortrey*, his Heirs, Executors, Administrators, and Assigns, that the said Mayor, Sheriff, Citizens, and Commonalty would, on or before the First Day of *July* then next, deposit in the Hands of Mr. *Thomas Townroe*, the then Mayor of *Lincoln*, the Sum of Five hundred Pounds, or otherwise intrust the said *Thomas Townroe* with several Sums of Money amounting to the said Sum of Five hundred Pounds, to be expended by him in carrying out that Part of the Navigation which came within their Undertaking, in such Manner as the said *Samuel Fortrey* should direct and appoint ; and that the said Mayor, Sheriff, Citizens, and Commonalty, and their Successors, should, after the said Sum of Five hundred Pounds should be expended, pay Two Third Parts of all the Charges and Expences that should be disbursed or requisite to be disbursed about the perfecting of the said Navigation and maintaining the same, and in building and maintaining a Bridge, and in doing other Acts and Things, as therein expressed, and should likewise permit the said *Samuel Fortrey*, his Heirs, Executors, Administrators, and Assigns, to receive One Third Part of the Profits to arise from the Carriage of Carts, Timber, or other Carriages or Things in the said Undertaking, by any Boat or Vessel whatsoever, One Third Part of the Charge for collecting the same being deducted on his sustaining One Third Part of the Charge after the said Sum of Five hundred Pounds should be expended, and One Third Part of all Loss or Damage that might afterwards accrue to the said Mayor, Sheriff, Citizens, and Commonalty, their Successors and Assigns, in prosecuting or defending any Suit or Suits against any Persons whatsoever, by reason of the said Undertaking, or by reason of any bad Chapman or insolvent Officer, or any other Cause or Thing whatsoever relating to the said Undertaking : And whereas by Indenture, bearing Date on or about the Twentieth Day of *July* One thousand seven hundred and fourteen, and made between the said Mayor, Sheriff, Citizens, and Commonalty of the City of *Lincoln* of the First Part, *William Fortrey* of *Norton* in the County of *Leicester*, Esquire,  
Brother

Indenture,  
dated  
20th July  
1714.

Brother and Heir of *Samuel Fortrey*, then late of *Byell Fenn* in the *Isle of Ely* in the County of *Cambridge*, Esquire, deceased, who was the eldest Son and Heir of the said *Samuel Fortrey*, then late of *Saint Martin's-in-the-Fields* in the County of *Middlesex*, Esquire, deceased, of the Second Part, and *Robert Peart* of the City of *Lincoln* aforesaid, Gentleman, of the Third Part, the said Mayor, Sheriff, Citizens, and Commonalty (at the Request, and at the Nomination, Direction, and Appointment of the said *William Fortrey*, and also the said *William Fortrey*,) did grant, alien, bargain, sell, release, confirm, assign, transfer, and set over unto the said *Robert Peart* and his Heirs all that One Third Part, Share, and Proportion of all and every the Tolls, Profits, and Benefits of Toll, and all other Duties and Payments whatsoever that should or might at all or every or any Time or Times thereafter be received or taken or become due or payable for the Conveyance of Pit Coals, Sea Coals, Lead, Corn, Timber, or other Materials, Goods, Chattels, Merchandizes, Carriages, or Things whatsoever, by any Boat or Boats, Vessels, or otherwise, upon any Part of the aforesaid Navigation or navigable River which runneth between the *High Bridge* of the City of *Lincoln* and *Torksey*, and also all that One Third Share and Proportion of the Ground and Soil, and all the Banks, Haling Ways, and Passages belonging to the said Navigation or navigable River; and also One Third Part, Share, and Proportion of all the Sluices, Sasses, Weirs, Locks, Pens for Water, Wharfs, and other Matters or Things then erected and set up for the making, continuing, and preserving the said Navigation or navigable River, or any Part thereof or thereupon or any Part thereof standing and being and thereunto belonging, with the Appurtenances, to hold the same unto the said *Robert Peart*, his Heirs and Assigns, to the only proper Use of the said *Robert Peart*, his Heirs and Assigns for ever: And whereas by virtue of divers mesne Acts, Events, Conveyances, and Assurances the said One Third Part of the said Navigation, and the Tolls and Profits thereof, comprised in and assured by the said recited Indenture of the Twentieth Day of *July* One thousand seven hundred and fourteen, became vested in *James Humberston* of *New Inn* in the County of *Middlesex*, Gentleman, for all the Estate and Interest thereby assured: And whereas by an Indenture, bearing Date the Second Day of *October* One thousand seven hundred and thirty-eight, and made between the said *James Humberston* of the one Part, and the said Mayor, Sheriffs, Citizens, and Commonalty of the City of *Lincoln* of the other Part, the said *James Humberston* did demise, lease, set, and to farm let unto the said Mayor, Sheriffs, Citizens, and Commonalty, their Successors and Assigns, all that his said One Third Part of the Navigation, and all and every the Tolls and Profits of the said Navigation, from the First Day of *May* then last past, for the Term of Fifteen Years, at and under the yearly Rent of Twenty-one Pounds, payable as therein mentioned: And whereas by an Indenture, bearing Date the Third Day of *February* One thousand seven hundred and forty, and made between the said *James Humberston* of the one Part, and the said Mayor, Sheriffs, Citizens, and Commonalty of the City of *Lincoln* of the other Part, on the Surrender of the said recited Lease of the Second Day of *October* One thousand seven hundred and thirty-eight, the said *James Humberston* did demise, lease, set, and

Indenture,  
dated  
2d Oct.  
1738.

Indenture,  
dated  
3d Feb. 1740.

[Private.]

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to

Indenture of  
Lease, dated  
18th Sept.  
1740.

to farm let unto the said Mayor, Sheriffs, Citizens, and Commonalty, their Successors and Assigns, all that One Third Part, Share, or Proportion (the whole into Three equal Parts to be divided) of all and every the Tolls, Profits, and Benefits of Tolls, and all other Duties and Payments whatsoever that should or might at all and every or any Time or Times thereafter be received and taken or become due and payable for the Carriage of Pit Coals, Sea Coals, Lead, Corn, Timber, or other Materials, Goods, Chattels, Merchandizes, Carriages, Matters, and Things whatsoever, by any Boat or Boats, Vessel or Vessels, or otherwise, upon any Part of the said Navigation or navigable River which lieth or runneth betwixt the *High Bridge* of the City of *Lincoln* aforesaid and *Torksey* in the County of *Lincoln*, and also all that One Third Part, Share, and Proportion (the whole into Three equal Parts to be divided) of all the Ground and Soil, and of all the Banks, Haling Ways, and Passages belonging to the said Navigation or navigable River, and also One Third Part, Share, and Proportion (the whole into Three equal Parts to be divided) of all the Sasses, Weirs, Locks, Pens for Water, and other Matters and Things then erected or set up, or to be erected or set up for making, continuing, and preserving of the said Navigation or navigable River, or upon any Part thereof, or thereupon or upon any Part thereof standing and being or thereunto belonging, and of all other Perquisites, Privileges, Benefits, Profits, Emoluments, Hereditaments, and Appurtenances whatsoever to the same or any Part thereof belonging or in anywise appertaining, or therewith used, occupied, or enjoyed, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof or of any Part thereof, or as belonging thereunto, to hold the same, with their Appurtenances, unto the said Mayor, Sheriffs, Citizens, and Commonalty, their Successors and Assigns, from the Twenty-ninth Day of *September* then next for and during and unto the full End and Term of Nine hundred and ninety-nine Years, yielding and paying therefore yearly during the said Term unto the said *James Humberston*, his Heirs or Assigns, the clear yearly Rent of Twenty-five Pounds, on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September*, at the Guildhall of the said City, by equal Payments: And whereas by an Indenture of Lease, bearing Date on or about the Eighteenth Day of *September* One thousand seven hundred and forty, and made or expressed to be made between the said Mayor, Sheriffs, Citizens, and Commonalty of the City of *Lincoln* of the one Part, and *Richard Ellison*, then of *Thorne* in the County of *York*, Merchant, since deceased, (herein-after referred to as *Richard Ellison* the Lessee,) of the other Part, the said Mayor, Sheriffs, Citizens, and Commonalty, in consideration of the Rents, Covenants, and Agreements therein-after mentioned and expressed, did demise and to farm let unto the said *Richard Ellison*, his Executors, Administrators, and Assigns, the said Channel of *Fosdyke* and the Navigation thereof, and all the Powers of making new Works, Cuts, Locks, Dams, Pens for Water, Wharfs, Warehouses, Privileges, and Authorities which were granted to the said Mayor, Sheriffs, Citizens, and Commonalty, or were then in them by or by virtue of the said recited Act of Parliament, or by or by virtue of any Assignment, Deed, or Conveyance from the Commissioners or any of them, (and such new Cuts, Dams, Pens for Water, Landing Places, Wharfs, Warehouses, and other

other new Works which should be made or erected upon any of the proper Lands, Grounds, or Wastes belonging to the said Mayor, Sheriffs, Citizens, and Commonalty should be made and erected without making any Satisfaction for the same or the Damage sustained thereby,) and Two Third Parts of all Tolls, Tonnage, Lock Dues, Duties, Profits, and Advantages, of what Nature or Kind soever, to be had or made of or by the said Navigation, and all the Materials, Works, Wharfs, and other Things whatsoever then used or thereafter to be used and employed or belonging to the said Navigation of the said Channel, and all other Profits and Advantages that could or might be made of the said Navigation, or any thing belonging to the same, as fully to all Intents and Purposes as the said Mayor, Sheriffs, Citizens, and Commonalty could or might enjoy the same, to have and to hold the said Channel and Navigation thereof, and all the Powers, Privileges, and Authorities granted to the said Mayor, Sheriffs, Citizens, and Commonalty as aforesaid, and all the Wharfs, Works, and Materials, and all and singular other the Premises thereinbefore mentioned to be thereby demised, with their and every of their Appurtenances, and Two Third Parts of all Tolls, Tonnage, Lock Dues, Duties, Profits, and Advantages, unto the said *Richard Ellison*, his Executors, Administrators, and Assigns, from the Twenty-ninth Day of *September* One thousand seven hundred and forty-one, for, during, and until the full End and Term of Nine hundred and ninety-nine Years from thence next ensuing, and fully to be complete and ended, in as full, large, ample, and beneficial a Manner as the said Mayor, Sheriffs, Citizens, and Commonalty could or might hold, use, or employ the same, yielding and paying therefore unto the said Mayor, Sheriffs, Citizens, and Commonalty, their Successors and Assigns, the annual yearly Rent or Sum of Fifty Pounds of lawful Money of *Great Britain*, at Two equal Payments, to wit, on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September* in each Year: And whereas by an Indenture of Lease, bearing Date on or about the First Day of *August* One thousand seven hundred and forty-one, and made or expressed to be made between the said Mayor, Sheriffs, Citizens, and Commonalty of the City of *Lincoln* of the one Part, and the said *Richard Ellison* the Lessee of the other Part, the said Mayor, Sheriffs, Citizens, and Commonalty, for and in consideration of the Rents, Covenants, and Agreements therein-after mentioned and expressed, did demise, lease, and to farm let unto the said *Richard Ellison*, his Executors, Administrators, and Assigns, the remaining Third Part of the said Channel of *Fosseydyke*, and the Navigation thereof, and all the Powers of making new Works, Cuts, Locks, Dams, Pens for Water, Wharfs, Warehouses, Privileges, and Authorities which were granted to the said Mayor, Sheriffs, Citizens, and Commonalty, or were then in them by or by virtue of the said recited Act of Parliament, or by or by virtue of any Assignment, Deed, or Conveyance from the Commissioners or any of them, or from *James Humberston* Gentleman, (and such new Cuts, Dams, Pens for Water, Landing Places, Wharfs, Warehouses, and other new Works which should be made or erected upon any of the proper Lands, Grounds, or Wastes belonging to the said Mayor, Sheriffs, Citizens, and Commonalty should be made or erected without making any Satisfaction for the same or the Damage sustained thereby,) and the remaining

Indenture of  
Lease, dated  
1st Aug.  
1741.

remaining Third Part of all Tolls, Tonnage, Lock Dues, Duties, Profits, and Advantages, of what Kind or Nature soever, to be had or made of or by the said Navigation, and all the Materials, Walls, Wharfs, and other Things whatsoever then used, or thereafter to be used, employed, or belonging to the said Navigation of the said Channel, and all other Profits and Advantages that could or might be made of the said Navigation, or any thing belonging to the same, as fully and effectually to all Intents and Purposes as the said Mayor, Sheriffs, Citizens, and Commonalty could or might enjoy the same, to have and to hold the said remaining Third Part of the said Channel and Navigation thereof, and all the Powers, Privileges, and Authorities granted to the said Mayor, Sheriffs, Citizens, and Commonalty as aforesaid, and all the Wharfs, Works, and Materials, and all and singular other the Premises therein-before mentioned to be thereby demised, with their and every of their Appurtenances; and the said remaining Third Part of all Tolls, Tonnage, Lock Dues, Duties, Profits, and Advantages unto the said *Richard Ellison*, his Executors, Administrators, and Assigns, from the First Day of *October* next ensuing the Date of these Presents, for and during and unto the full End and Term of Nine hundred and ninety-nine Years from thence next ensuing and fully to be complete and ended, in as full, large, ample, and beneficial Manner as the said Mayor, Sheriffs, Citizens, and Commonalty could or might hold, use, or employ the same, yielding and paying therefore unto the said Mayor, Sheriffs, Citizens, and Commonalty, their Successors and Assigns, the annual or yearly further Rent or Sum of Twenty-five Pounds of lawful Money of *Great Britain*, at Two equal Payments, to wit, on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September* in each Year: And whereas by a Deed Poll, bearing Date on or about the Fourth Day of *August* One thousand seven hundred and forty-one, under the Hands and Seals of *John Durance, Charles Reynolds, John Cook, Thomas Chaplin, William Gilby, John Sobsey, and Robert Obbinson*, therein stated to be Seven of the Commissioners named in the said recited Act of Parliament or duly appointed by virtue thereof, the same Seven Commissioners did, at the Application as well of the said Mayor, Sheriffs, Citizens, and Commonalty as of the said *Richard Ellison* the Lessee, as far as they had Power and Authority by the said recited Act of Parliament, constitute and appoint the said *Richard Ellison* the Lessee and Undertaker of the said Navigation, according to the true Intent and Meaning of the said recited Indenture of the Eighteenth Day of *September* One thousand seven hundred and forty, and of all and every of the Agreements, Covenants, and Provisoes therein contained, as by the said Indenture, relation being thereunto had, might more fully appear, subject to the Provisoes and Restrictions of the said recited Act of Parliament: And whereas the said *Richard Ellison* departed this Life, leaving *Richard Ellison* (herein-after referred to as *Richard Ellison* the Testator) him surviving, who became entitled to the said Navigation, and the Tolls and Profits thereof, as Lessee and Undertaker thereof, under the said recited Indentures of Lease and the said recited Deed Poll of the Fourth Day of *August* One thousand seven hundred and forty-one respectively, and as being the absolute Owner thereof accordingly: And whereas the said *Richard Ellison* the Testator, by his last Will and Testament

Deed Poll,  
dated  
4th Aug.  
1741.

Will of  
*Richard Elli-  
son*, dated  
20th Dec.  
1784.



Testament in Writing, bearing Date on or about the Twentieth Day of *December* One thousand seven hundred and eighty-four, and duly executed and attested as then required for devising Real Estate, gave unto his Wife *Esther Ellison*, and her Assigns for her natural Life, One Annuity of Six hundred Pounds (and which Annuity hath since determined by her Decease), and subject and charged with the Payment of the same Annuity, and of all his just Debts and Funeral Expences, and all the Portions, Charges, and Legacies in and by that his Will given and appointed (and which have since been respectively fully paid and satisfied) as, to, for, and concerning certain Freehold Lands, Tenements, and Hereditaments therein mentioned, and also all and singular other his Freehold, Copyhold, Customary, and Leasehold Manors, Messuages, Farms, Lands, Tenements, Tithes, Tolls, and Hereditaments, and Parts and Shares of Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being in the several Counties of *Lincoln*, *York*, and *Northumberland*, or elsewhere soever, and which he had any Right or Power to devise, appoint, or dispose of (and which included the Leasehold and other Interests under and by virtue of the said recited Leases, and the said recited Deed Poll of the Fourth Day of *August* One thousand seven hundred and forty-one, respectively, of, in, and concerning the said Navigation,) with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, he gave, devised, and bequeathed, directed, limited, and appointed the same unto the said *Esther Ellison* and *Samuel Buck* and *Abraham Ellison*, their Heirs, Executors, Administrators, and Assigns respectively, to hold the same according to the Nature of the same several Estates and Premises, but to, for, and upon the several Uses, Trusts, Intents, and Purposes, and with, under, and subject to the several Limitations, Powers, Provisoes, Conditions, and Restrictions therein-after devised, limited, appointed, and declared of and concerning the same Estates and Premises respectively, and first to the Use of the said *Esther Ellison*, *Samuel Buck*, and *Abraham Ellison*, their Executors, Administrators, and Assigns, for and during the Term of Two hundred Years, to commence and be computed from the Time of the said Testator's Decease, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same Term (and which Trusts have been respectively fully performed and satisfied), and after the Expiration or Determination of the said Term of Two hundred Years (which hath ceased by virtue of a Proviso for Cesser in the same Will contained), and in the meantime subject thereto, as for and concerning all and singular such and so much of the same Freehold, Customary, and Copyhold Estates, Hereditaments, and Premises as were situate, lying, and being in the County of *Lincoln*, except as therein excepted, (and which are herein-after referred to as the first devised Real Estates,) he appointed the same, expectant upon and subject to the said Term of Two hundred Years therein, to the Use of his eldest Son *Richard Ellison* (herein-after referred to as *Richard Ellison* the eldest Son), and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; with Remainder to the Use of *John Brown* and *Robert Obbinson*, and their Heirs, during the natural Life of the said *Richard Ellison* the eldest Son, upon the usual Trust to preserve

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contingent

contingent Remainders; with Remainder to the Use of the First Son of his Body lawfully begotten, and the Heirs Male of the Body of such First Son lawfully issuing, and for default of such Issue to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of his Body lawfully begotten, severally and successively in remainder one after another according as they should be in Seniority of Age and Priority of Birth, and of the Heirs Male of the Body and Bodies of all and every such Son and Sons respectively lawfully issuing, the elder of such Sons and the Heirs Male of his Body to be always preferred and to take before the younger of such Sons and the Heirs Male of his and their Body and Bodies issuing, and for default of such Issue to the Use and Behoof of the said Testator's Second Son *Henry Ellison*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste with Remainder to the Use of the said *John Brown* and *Robert Obbinson*, and their Heirs, during the natural Life of the said *Henry Ellison*, upon the usual Trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son and Sons of his Body lawfully issuing in Tail Male, severally and successively in remainder one after another, in like Manner as was therein-before limited to the First and other Sons in succession of the said *Richard Ellison* the eldest Son, and their respective Issue Male; with divers Remainders over for Default of such Issue; and as for and concerning One undivided Third Part of certain Freehold Hereditaments in *Fenton* in the said County of *Lincoln*, and certain other Hereditaments therein mentioned (and which are herein-after referred to as the secondly-devised Real Estates), the said Testator appointed the same, expectant upon and subject to the said Term of Two hundred Years therein, to the Use of the said *Henry Ellison*, and his Assigns, for his Life, without Impeachment of Waste, with like Remainders to the Use of the said *John Brown* and *Robert Obbinson* and their Heirs during the Life of the said *Henry Ellison*, for supporting contingent Uses, and after his Decease to the Use of the First and other Sons of his Body lawfully issuing, in succession in Tail Male in manner aforesaid, with divers Remainders over; and as for and concerning all and singular such and so much of the aforesaid Leasehold Estates and Premises as were situate, lying, and being in the said County of *Lincoln*, (including the said *Fosdyke* Navigation,) it was the said Testator's Will and Intention, that Two undivided Third Parts thereof, the whole into Three equal Parts to be divided, (save and except a certain Leasehold Mansion therein mentioned, with its Appurtenances) should be preserved in and follow the Course of the Limitations and Disposition therein-before made and declared of and concerning the said first devised Real Estates, and that the other one undivided Third Part thereof, and the Entirety of the same Mansion, with the Appurtenances, should in like Manner be preserved in and follow the Course of the Limitations and Disposition therein-before made and declared of and concerning the said secondly devised Real Estates, and should accordingly go and be enjoyed together therewith, as far as the Nature of the said Estates would admit; and he did therefore appoint and declare the same Leasehold Premises, expectant on and subject to the said Two hundred Years Term, in manner following; that was to say, as to Two undivided Third Parts thereof, the whole into Three equal

Parts to be divided, (the said Mansion, with its Appurtenances, excepted,) in trust for the said *Richard Ellison* the eldest Son, and his Assigns, for and during so many Years of the said Testator's Term and Terms, Estate and Interest therein, as the said *Richard Ellison* the eldest Son should happen to live, and from and immediately after his Decease in trust for the First Son of his Body lawfully begotten, until such First Son should attain his Age of Twenty-one Years, but in case such First Son should happen to die under the Age of Twenty-one Years without lawful Issue Male of his Body, then in trust for the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said *Richard Ellison* the eldest Son lawfully begotten, severally and successively in remainder one after another as they should be in Priority of Birth, until the eldest for the Time being of such Sons should attain his Age of Twenty-one Years, and in case all such Sons should happen to die under the Age of Twenty-one Years without Issue Male of any of their Bodies, then in trust for the said *Henry Ellison* and his Assigns for and during so many Years of the said Testator's Term and Terms, Estate and Interest in the said devised Leasehold Premises, as the said *Henry Ellison* should happen to live, and from and immediately after his Decease in trust for the First and every other the Son and Sons of the Body of the said *Henry Ellison* lawfully issuing, severally and successively in remainder one after another as they should be in Priority of Birth, until the eldest for the Time being of such Sons should attain his Age of Twenty-one Years, with divers ulterior Trusts in case all such Sons should happen to die under the Age of Twenty-one Years without lawful Issue Male of any of their Bodies; and as to the other one undivided Third Part of the same Leasehold Premises (together with the Entirety of the same Mansion and its Appurtenances), expectant and subject as aforesaid, the said Testator appointed and declared the same in like Manner in trust for the said *Henry Ellison* and his Assigns for and during so many Years of the said Testator's Term and Terms, Estate and Interest therein, as the said *Henry Ellison* should happen to live, Remainder in trust for the First and other Sons of his Body lawfully issuing in succession as aforesaid, until the eldest for the Time being of such Sons should attain his Age of Twenty-one Years, with divers ulterior Trusts in case all such Sons should die under that Age without lawful Issue Male of any of their Bodies; and it was the said Testator's Will that the aforesaid first-mentioned Two undivided Third Parts of the said Leasehold Premises in the said County of *Lincoln* (save and except the said Mansion with its Appurtenances as aforesaid), and the whole Residue then to come of his Term and Terms, Estate and Interest therein, expectant and subject as aforesaid, should be by his said Trustees, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, assigned to and the same should absolutely vest and be deemed vested in the first Tenant in Tail Male in possession by virtue of the Limitations aforesaid of the said first devised Real Estates who should attain the Age of Twenty-one Years, or in case of the Death of any Tenant in Tail Male in possession thereof as aforesaid under that Age, leaving lawful Issue Male of his Body, then that the same Two undivided Third Parts of the same Leasehold Premises (except as before excepted) should be so absolutely

Codicil,  
dated  
29th Nov.  
1788.

absolutely assigned to and vested in the Heir Male of his Body ; and also that in like Sort the other one undivided Third Part of the said Leasehold Premises in the said County of *Lincoln*, with the Entirety of the said Mansion and its Appurtenances, and the whole Residue then to come of the said Testator's Term and Terms and Interest therein, expectant and subject as aforesaid, should be assigned to and should absolutely vest and be deemed vested in the first Tenant in Tail Male in possession by virtue of the Limitations aforesaid of the said secondly devised Real Estates who should attain the Age of Twenty-one Years, or in case of the Death of any Tenant in Tail Male in possession thereof as aforesaid under that Age, leaving lawful Issue Male of his Body; then that the same last-mentioned undivided Third Part of the same Leasehold Premises (with the Entirety of the said Mansion) should be so absolutely assigned to and vested in the Heir Male of his Body; and that upon and from the Time of such vesting of the said respective undivided and entire Leasehold Properties, Interests as aforesaid, all and every Limitations over thereof respectively therein-before made should be void and of none Effect, any thing therein contained to the contrary thereof in anywise notwithstanding; and the said Testator thereby made and constituted the said *Esther Ellison*, *Samuel Buck*, and *Abraham Ellison*, and the Survivors and Survivor of them, to be Executors and Executor of that his Will, in trust for the Purposes aforesaid: And whereas the said *Richard Ellison* the Testator, by a Codicil in Writing to his said recited Will, bearing Date on or about the Twenty-ninth Day of *November* One thousand seven hundred and eighty-eight, and duly executed and attested as then required for devising Real Estate, enlarged the said Annuity of Six hundred Pounds which he had by his said recited Will appointed unto and for his said Wife for her Life, and did will, devise, charge, and appoint the same to be the yearly Sum of Seven hundred Pounds (and which enlarged Annuity hath since determined by her Decease): And whereas the said *Richard Ellison* the Testator departed this Life in or about the Year One thousand seven hundred and ninety-two, without having in any Manner revoked or altered his said recited Will as herein-before recited, except by his said recited Codicil as herein-before recited, and without having in any Manner revoked or altered the same Codicil, and leaving the said *Esther Ellison* and *Samuel Buck* his then surviving Executors respectively him surviving: And whereas on or about the Twenty-ninth Day of *November* One thousand seven hundred and ninety-two the said recited Will and Codicil, with Four other Codicils to the same Will, were duly proved by the said *Esther Ellison* and *Samuel Buck*, as such Executors as aforesaid, in the Prerogative Court of *Canterbury*: And whereas on or about the Twenty-first Day of *August* One thousand seven hundred and eighty-three the said *Henry Ellison*, then a Bachelor, intermarried with *Mary Pennyman Berry*: And whereas on or about the Twenty-fifth Day of *March* One thousand seven hundred and eighty-eight the said *Henry Ellison* had Issue by the said *Mary Pennyman* his Wife *Richard Ellison* (herein-after referred to as *Richard Ellison* the Tenant), who was the only Son of the said *Henry Ellison*: And whereas on or about the First Day of *August* One thousand eight hundred and six the said *Samuel Buck* departed this Life, leaving the  
said

said *Esther Ellison*, his Co-executor and Co-trustee of the said recited Will of the said *Richard Ellison* the Testator, him surviving: And whereas under and by virtue of certain Indentures of Lease and Release and Assignment, bearing Date respectively on or about the Ninth and Tenth Days of *February* One thousand eight hundred and ten, the Indenture of Release and Assignment being made or expressed to be made between the said *Esther Ellison* of the First Part, the said *Henry Ellison* and *Mary Pennyman* his Wife of the Second Part, the said *Richard Ellison* (the Tenant) of the Third Part, *John Thomas Bell* of the Fourth Part, *Alexander Macdougall* of the Fifth Part, *Coningsby Waldo Sibthorp* and *Ambrose Cookson* of the Sixth Part, and *George Parker* and *Richard Bethell* of the Seventh Part, and of Two several Common Recoveries respectively duly suffered in or as of *Hilary* Term in the Fiftieth Year of the Reign of His late Majesty King *George* the Third, wherein the said *Alexander Macdougall* was Demandant, the said *John Thomas Bell* was Tenant, and the said *Richard Ellison* (the Tenant) was Vouchee, who duly vouched over the Common Vouchee, the Estate Tail of the said *Richard Ellison* the Tenant then in remainder expectant on the Decease of the said *Henry Ellison* of and in the said secondly devised Real Estates, and all Remainders and Reversions on the same Estate Tail expectant and depending, and all Limitations to take effect in defeasance thereof, were duly barred, and the same Real Estates were limited and assured to such Uses as the said *Henry Ellison* and *Richard Ellison* the Tenant should in manner therein expressed jointly appoint, with divers ulterior Uses in default of such Appointment: And whereas by the said recited Indenture of the Tenth Day of *February* One thousand eight hundred and ten the said *Henry Ellison* and *Richard Ellison* the Tenant did bargain, sell, assign, transfer, and set over unto the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns, all that the undivided Third Part or Share, the whole into Three equal Parts or Shares to be divided, of the said *Henry Ellison* and *Richard Ellison* the Tenant of and in all that the said Channel of *Fosdyke* and the Navigation thereof, and also of and in all that the Powers of making new Works, Cuts, Locks, Dams, Pens for Water, Wharfs, Warehouses, Privileges, and Authorities demised to the said *Richard Ellison* the Lessee by the said several recited Indentures of Lease respectively, with the Appurtenances, to hold the same unto the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns, for and during all the Rest, Residue, and Remainder then to come and unexpired of the said several Terms of Nine hundred and ninety-nine Years and Nine hundred and ninety-nine Years; subject nevertheless to the yearly Rent or Rents payable for or in respect of the same undivided Third Part or Share and Premises, and to the Covenants and Agreements in the said recited Indentures of Lease contained, by and on the Tenants or Lessees Parts and Behalves to be observed and performed in respect thereof, upon trust that the said *George Parker* and *Richard Bethell*, and the Survivors of them, and the Executors, Administrators, and Assigns of such Survivor, did and should transfer and assign the same undivided Third Part or Share and Premises unto such Person and Persons, for such Estate and Estates, with such Remainders over, and

Indentures,  
dated re-  
spectively  
9th and 10th  
Feb. 1810.

[Private.]

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upon

Settlement  
previous to  
the Marriage  
of Richard  
Ellison and  
Elizabeth  
Terrot,  
dated  
21st July  
1814.

upon such Trusts, and for such Intents and Purposes, and charged and chargeable with such Sum and Sums of Money, absolutely or conditionally, and in such Manner, and subject to, and by, with, and under such Powers, Conditions, Provisoes, Limitations, Declarations, and Agreements as the said *Henry Ellison* and *Richard Ellison* the Tenant, by any Deed or Deeds, Instrument or Instruments in Writing, to be by both of them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should at any Time or Times thereafter jointly limit or appoint of or concerning any Part or Parcel thereof, with divers ulterior Trusts in default of such Direction, Limitation, or Appointment: And whereas on or about the Thirtieth Day of *December* One thousand eight hundred and thirteen the said *Esther Ellison*, the then surviving Executor and Trustee of the said recited Will of the said *Richard Ellison* the Testator, departed this Life, having by her last Will and Testament in Writing, bearing Date on or about the Sixteenth Day of *January* One thousand eight hundred and nine, appointed the said *Richard Ellison* the eldest Son sole Executor thereof, by whom the same Will was on or about the Thirtieth Day of *May* One thousand eight hundred and eighteen duly proved in the said Prerogative Court of *Canterbury*: And whereas by an Indenture of Appointment and Assignment, bearing Date on or about the Twenty-first Day of *July* One thousand eight hundred and fourteen, and made or expressed to be made between the said *Henry Ellison* and *Mary Pennyman* his Wife of the First Part, the said *Richard Ellison* the Tenant of the Second Part, *Elizabeth*, now the Wife of the same *Richard Ellison*, then and therein called *Elizabeth Terrot* Spinster, of the Third Part, *Christopher Cookson* and the Reverend *Cayley Illingworth* of the Fourth Part, the said *Coningsby Waldo Sibthorp* and *Ambrose Cookson* of the Fifth Part, the Reverend *Humphry Waldo Sibthorp* and the said *John Thomas Bell* of the Sixth Part, and the said *George Parker* and *Richard Bethell* of the Seventh Part, (being the Settlement made previously to and in contemplation of the Marriage then intended between the said *Richard Ellison* the Tenant and *Elizabeth* his Wife,) the said secondly devised Real Estates were limited and assured, from and immediately after the Solemnization of the said then intended Marriage, subject as therein expressed, to the Use, Intent, and Purpose that the said *Richard Ellison* the Tenant and his Assigns should receive, during the joint Lives of himself and the said *Henry Ellison*, One yearly Rent-charge of Seven hundred Pounds as therein expressed; and subject thereto, and to the Powers and Remedies thereby given for the Recovery thereof, to the Use of the said *Coningsby Waldo Sibthorp* and *Ambrose Cookson*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years thenceforth next ensuing, upon certain Trusts therein-after declared for securing the Payment of the same yearly Rent-charge; and subject to the same Term and the Trusts thereof (which said Term hath ceased by virtue of a Proviso for the Cesser thereof therein-after contained, by reason of the same Trusts having become unnecessary), and also from and immediately after the Decease of the said *Richard Ellison* the Tenant, whenever that Event should happen, whether in the Lifetime of the said *Henry Ellison* or after his Death, to the Use, Intent, and Purpose that the said *Elizabeth Ellison* should receive

receive during her natural Life an annual Rent-charge or yearly Sum of Four hundred Pounds for her Jointure, by equal quarterly Payments, upon the Four most usual Feasts or Days of Payments of Rent in each and every Year, free and clear of and from all Taxes, Charges, and Impositions whatsoever, then already taxed, charged, or imposed, by Act of Parliament or otherwise howsoever, upon the said Premises or any Part or Parts thereof, or upon the said annual Rent-charge or yearly Sum of Four hundred Pounds or any Part thereof, or on the said *Elizabeth Ellison* or her Assigns in respect thereof, (save and except in respect of the Property or Income Tax,) the first Payment thereof to be made on such of the said Feast Days as should first happen after the Decease of the said *Richard Ellison* the Tenant, and with Powers of Distress and Entry, and Perception of Rents and Profits, for securing Payment of the same annual Rent-charge or yearly Sum of Four hundred Pounds, as therein expressed; and subject to the same annual Rent-charge or yearly Sum, and the Powers and Remedies for the Recovery thereof, from and immediately after the Decease of the said *Richard Ellison* the Tenant, whether that Event should happen in the Lifetime of the said *Henry Ellison* or after his Death, to the Use of the said *Humphrey Waldo Sibthorp* and *John Thomas Bell*, their Executors, Administrators, and Assigns, for the Term of One hundred Years thenceforth next ensuing, without Impeachment of or for any manner of Waste, upon the Trusts therein-after declared of and concerning the same Term; and subject to the same Term and the Trust thereof, to the Use of the said *Henry Ellison* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and after his Decease, in case the said *Mary Pennyman* his Wife should survive him (which Event did not happen), to the Use, Intent, and Purpose that she should receive One annual Rent-charge or yearly Sum of Five hundred Pounds, as therein expressed; and subject to the same, and to the Powers and Remedies thereby given for the Recovery thereof, to the Use of the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, upon the Trusts therein-after declared of or concerning the same; and subject thereto and to the Trusts thereof, to the Use of the said *Richard Ellison* the Tenant, and his Assigns, for his natural Life, with divers Remainders over; and it was thereby agreed and declared that the said Term of One hundred Years was so limited to the said *Humphrey Waldo Sibthorp* and *John Thomas Bell* as aforesaid, upon trust, in the first place, for the further and better securing unto the said *Elizabeth Ellison* during her natural Life, in case she should survive her said Husband, the due Payment of the said annual Sum or yearly Rent-charge of Four hundred Pounds, therein-before limited to her for her Life as aforesaid, and for that Purpose that it should be lawful for the said *Humphrey Waldo Sibthorp*, *John Thomas Bell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, in manner therein expressed to levy, raise, and pay the same annual Sum or yearly Rent-charge as therein expressed; and in case the said *Richard Ellison* the Tenant should happen to depart this Life in the Lifetime of the said *Henry Ellison*, leaving One or more Children by the said *Elizabeth* his Wife him surviving (which Event did not happen), then upon trust that the  
said

said *Humphrey Waldo Sibthorp* and *John Thomas Bell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should levy and raise certain other yearly Sums, as therein expressed, for the Maintenance, Education, and Support of such Child or Children during the Lifetime of the said *Henry Ellison*; and it was thereby agreed and declared that the said Term of Two thousand Years was thereby limited to the said *George Parker* and *Richard Bethell* as aforesaid, upon trust, in the first place, for better securing unto the said *Mary Pennyman Ellison* and her Assigns during her natural Life, in case she should survive the said *Henry Ellison* (which Event did not happen), the due Payment of the said annual Sum or yearly Rent-charge of Five hundred Pounds, therein-before limited to her for her Life as aforesaid; and upon further Trust that the said *George Parker* and *Richard Bethell*, and the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, after the Decease of the said *Henry Ellison* or by his Direction, testified as therein expressed in his Lifetime, nevertheless subject and without prejudice to the Payment of the said clear annual Rent-charge or yearly Sum of Five hundred Pounds, and the Limitations, Remedies, and Powers for the Recovery thereof, and the Trusts therein-before declared for securing the Payment thereof, raise and levy, for the Portions of *Esther Ellison* and *Catherine Harriet Ellison*, the Daughters of the said *Henry Ellison* by the said *Mary Pennyman* his Wife, the Sum of Ten thousand Pounds of lawful Money of *Great Britain*, to be paid and divided between them in such Parts, Shares, and Proportions, and at such Ages or Times, and under and subject to such Limitations or Remainders over, such Remainders or Limitations over to be for the Benefit of one or other of the said Daughters, and in such Manner and Form as the said *Henry Ellison*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils, should direct or appoint, and in default of such Direction or Appointment, and as to all or such Part of the said Sum of Ten thousand Pounds whereof there should be no such Direction, Limitation, or Appointment, the same to be paid to and equally divided between the said Two Daughters of the said *Henry Ellison* by the said *Mary Pennyman* his Wife, as the Case might happen, Share and Share alike, at their respective Ages of Twenty-one Years, or on their respectively marrying, which should first happen, if such respective Times appointed for the Payment thereof should happen after the Death of the said *Henry Ellison*, but if in his Lifetime then within Six Calendar Months next after his Death, and not sooner; and upon further Trust that the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the Death of the said *Henry Ellison*, in the meantime and until the Portion of the said Two Daughters of the said *Henry Ellison* by the said *Mary Pennyman* his Wife should become payable, (but subject nevertheless and without prejudice to the said annual Sum or yearly Rent-charge of Five hundred Pounds, and the Powers and Remedies therein-before provided for the Recovery thereof, and the Trusts therein-before declared for securing the



Payment thereof,) levy, raise, and pay such yearly Sum and Sums of Money for the Maintenance and Education of the said Daughters of the said *Henry Ellison* by the said *Mary Pennyman* his Wife as would be equal to the Interest of their respective Portions after the Rate of Five Pounds for the One hundred Pounds for the Year; but in case either of the said Daughters should happen to die under the Age of Twenty-one Years, and unmarried, (which Event did not happen,) then after a less Rate of Interest as therein expressed, and to be paid and applied for the Maintenance of the said respective Daughters until their respective Portions should become payable as aforesaid, by Two equal half-yearly Payments, as therein expressed, without making any Deduction or Abatement thereout for Taxes or on any other Account (except in respect to the Property or Income Tax); and upon further Trust to permit and suffer the said *Richard Ellison* the Tenant and his Assigns during his natural Life from Time to Time to receive and take the Residue and Overplus of the Rents, Issues, and Profits of the Premises comprised in the said Term of Two thousand Years; and upon further Trust that in case there should be any Son or Sons, besides an eldest or only Son, or any Daughter or Daughters of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife begotten, then the said *Humphrey Waldo Sibthorp* and *John Thomas Bell* or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, after the Decease of the said *Richard Ellison* the Tenant, or by his express Direction, testified as therein expressed, in his Lifetime, (but nevertheless subject and without prejudice to the Payment of the said several clear annual Rent-charges or yearly Sums of Four hundred Pounds and Five hundred Pounds, and the said Sum of Ten thousand Pounds, and the Interest which should accrue and become due in respect thereof, and the Remedies and Powers for the Recovery thereof respectively, and the Limitations and Trusts therein-before declared for better securing the same,) raise and levy, for the Portion or Portions of all and every Child and Children of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife to be begotten (except an eldest or only Son), such Sum and Sums of Money as therein-after mentioned; and the said *Henry Ellison* and *Richard Ellison* the Tenant, in execution of the Power in them vested by and under the said recited Indenture of Release and Assignment of the Tenth Day of *February* One thousand eight hundred and ten, as aforesaid, did thereby jointly limit and appoint all that the undivided Third Part or Share, the whole into Three equal Parts or Shares to be divided, of and in the aforesaid Channel of *Fosdyke* and the Navigation thereof, and of and in the Powers of making new Works, Cuts, Locks, Dams, Pens for Water, Wharfs, Warehouses, Privileges, and Authorities, demised as aforesaid, with the Appurtenances, to be held, possessed, and enjoyed by the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, in case the said then intended Marriage should take effect, from and immediately after the Solemnization thereof, upon the Trusts therein-after declared of and concerning the same, and did thereby also bargain, sell, assign, transfer, and set over, ratify, and confirm unto the said *George Parker* and

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Richard

*Richard Bethell*, their Executors, Administrators, and Assigns, the same undivided Third Part or Share and Premises, with the Appurtenances, to hold the same unto the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns, for and during the Rest, Residue, and Remainder then to come and unexpired of the said several Terms of Nine hundred and ninety-nine Years and Nine hundred and ninety-nine Years, subject nevertheless to the yearly Rent or Rents payable for or in respect of the same Part or Share and Premises, and to the Covenants and Agreements in the said recited Indentures of Lease contained, by and on the Tenants or Lessees Parts and Behalves to be observed and performed in respect thereof, after the Solemnization of the said then intended Marriage, subject to the Payment to the said *Richard Ellison* the Tenant and his Assigns, from Time to Time during the joint natural Lives of the said *Richard Ellison* the Tenant and the said *Henry Ellison*, of the said annual Sum or yearly Rent-charge of Seven hundred Pounds therein-before limited and secured to the said *Richard Ellison* (the Tenant) as aforesaid, and subject also to the Payment of the said annual Sum or yearly Rent-charge of Four hundred Pounds from Time to Time unto the said *Elizabeth Ellison* and her Assigns, in case she should happen to survive her said Husband, for and during the Term of her natural Life, and subject likewise to the annual or yearly Sum or Sums which should happen to accrue or become due by virtue of these Presents, under the Limitations therein-before contained, unto any Child or Children of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, in the Event of the Death of the said *Richard Ellison* the Tenant in the Lifetime of the said *Henry Ellison* during the Time such Sum or Sums should continue payable, upon trust that the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should permit and suffer the said *Henry Ellison* and his Assigns to receive and take the clear or improved Rents, Issues, and Profits of the same Part or Share and Premises during the Term of his natural Life, for his and their own Use and Benefit; and from and immediately after the Decease of the said *Henry Ellison*, then, subject to the Payment of the said annual Sum or yearly Rent-charge of Five hundred Pounds unto the said *Mary Pennyman*, the Wife of the said *Henry Ellison*, in case she should happen to survive her said Husband, during the Residue of her natural Life, from and immediately after the Decease of the said *Henry Ellison*, and subject to the levying and raising of the said Sum of Ten thousand Pounds therein-before secured to be levied and raised for the said *Mary Esther Ellison* and *Caroline Harriet Ellison* in the Events therein-before expressed concerning the same, by or under the Trusts of the said Term of Two thousand Years therein-before limited in Use to the said *Humphrey Waldo Sibthorp* and *John Thomas Bell*, their Executors, Administrators, and Assigns, as aforesaid, upon trust that the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should permit and suffer the said *Richard Ellison* the Tenant and his Assigns to receive and take the Rents, Issues, and Profits of the same Part or Share and Premises for and during the Term of his natural Life, for his and their own Use and Benefit; and from and immediately

immediately after the Decease of the Survivor of the said *Henry Ellison* and *Richard Ellison* the Tenant subject to the said several annual Sums of Four hundred Pounds and Five hundred Pounds therein-before secured and made payable to the said *Elizabeth Ellison* and *Mary Pennyman Ellison* as aforesaid, and subject also to the levying and raising of the said Sum of Ten thousand Pounds for the said *Mary Esther Ellison* and *Caroline Harriet Ellison* in the Events therein-before mentioned in that Behalf, and the Portions or Sums for the younger Sons and Daughters of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, therein-before secured to them as aforesaid, in trust for the eldest or only Son for the Time being of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife to be begotten, until such eldest or only Son should attain the Age of Twenty-one Years, or die under that Age without leaving any Issue Male of his Body living at the Time of his Death, or born in due Time afterwards; and in case such eldest or only Son should attain the Age of Twenty-one Years, then upon trust to assign and make over the same Part or Share and Premises, with the Appurtenances, to such eldest or only Son, his Executors, Administrators, and Assigns, for and during all the Rest, Residue, and Remainder of the said several Terms of Nine hundred and ninety-nine Years and Nine hundred and ninety-nine Years which should be therein respectively then to come and unexpired; but if such eldest or only Son should die under the Age of Twenty-one Years, leaving any Issue Male of his Body living at the Time of his Death, or born in due Time afterwards, then in trust for the Executors or Administrators of such eldest or only Son; but if such eldest or only Son should die before he should attain the Age of Twenty-one Years, and without leaving any Issue Male of his Body living at the Time of his Death, or born in due Time after, then in trust for the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and all and every other the Son and Sons of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife to be begotten, severally, successively, and in remainder one after another as they should be in Priority of Birth, in like Manner and for such and the same Estates and Interests as were therein-before limited, mentioned, and declared with regard to the eldest Son of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife to be begotten, the eldest of such Sons being always to be preferred and to take before the younger of them, and so as that in the Event of the Death of the eldest or only Son at the Time of his Decease under the Age of Twenty-one Years, leaving any Issue Male of his Body living at the Time of his Decease, or born in due Time afterwards, the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand possessed of the same Part or Share and Premises upon trust for the Executors and Administrators of such eldest or only Son so dying as last aforesaid; and in case there should not be any Son of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife to be begotten, or, there being One or more such Son or Sons, in case all of them should die before any of them should attain the Age of Twenty-one Years, and without leaving any Issue Male of the Body or Bodies of such Son or Sons living at his or their  
Death,

Death, or born in due Time afterwards, then in trust for all and every the Daughter and Daughters of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, if more than One Share and Share alike, and if but One then wholly for such One, and to be and become a vested Interest or vested Interests in such Daughter or Daughters respectively when and as she or they should attain her or their Age or respective Ages of Twenty-one, or be married, which should first happen, but subject and without prejudice to all and every the antecedent Trusts therein-before expressed and declared of and concerning the same Part or Share and Premises; and in case there should not be any Daughter of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife to be begotten, or, there being One or more such Daughter or Daughters, in case all of them should die before any of them should either attain the Age of Twenty-one Years or be married, and in case the said *Richard Ellison* the Tenant should survive the said *Elizabeth* his Wife and the said *Henry Ellison*, or either of them, which Event happened, then in trust that the said *George Parker* and *Richard Bethell*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should assign and make over or otherwise stand possessed of the same Part or Share and Premises, but subject as aforesaid, unto and for the said *Richard Ellison* the Tenant, his Executors, Administrators, and Assigns, for and during all the then Residue and Remainder of the said several Terms of Nine hundred and ninety-nine Years and Nine hundred and ninety-nine Years; and it was thereby provided, agreed, and declared, that in case the said annual Sum or yearly Rent-charge of Seven hundred Pounds, therein-before limited in Use to the said *Richard Ellison* the Tenant during the joint natural Lives of the said *Henry Ellison* and *Richard Ellison* the Tenant, or any Part or Parts thereof, or the annual Sum or Sums which should happen to become payable to a Child or Children of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, in the Event of his Death during the Lifetime of the said *Henry Ellison*, or the said annual Sum or yearly Rent-charge of Four hundred Pounds of the said *Elizabeth Ellison*, if the same should become payable, or any Part or Parts thereof, or the said annual Sum or yearly Rent-charge of Five hundred Pounds of the said *Mary Pennyman Ellison*, if the same should become payable, or any Part or Parts thereof, should at any Time or Times be behind or unpaid by the Space of Sixty Days next after any of the said Feasts or Days of Payment whereon the same respectively were thereby made payable, or in case the said Sum of Ten thousand Pounds thereby secured to be paid as aforesaid, or the Interest thereof, or any Part or Parts thereof, or the Portion or Portions, Sum or Sums of Money therein-before provided for and secured to the Daughters and younger Sons of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, or the Interest thereof, or any Part or Parts thereof, should remain in arrear and unpaid after the same should respectively become due and payable, it should be lawful for the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, from Time to Time and at all Times, by and out of the Rents, Produce, and Profits of the said undivided Third Part or Share and Premises,

Premises, or by Mortgage or Sale thereof or of a competent Part thereof, or by all or any of the said Ways or Means, or by any other Ways or Means whatsoever, not only to raise and pay all such Arrears of the said several annual Sums or yearly Rent-charges of Seven hundred Pounds and Four hundred Pounds, and the said annual Sum or Sums which should happen to become payable to the Child or Children of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, during the Lifetime of the said *Henry Ellison*, and also the said annual Sum or yearly Rent-charge of Five hundred Pounds, but also, subject and without prejudice to the Payment of the said annual Sum or yearly Rent-charges, the said Sum of Ten thousand Pounds, and the Portion and Portions therein-before provided and secured for and to the Daughters and younger Sons of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, and the Interest thereof respectively, or so much thereof respectively as should accrue and become payable and remain in arrear and unpaid under and by virtue of the several Trusts therein-before declared of and concerning the said several Terms of Ninety-nine Years, One hundred Years, and Two thousand Years, therein-before limited for securing the said several Terms, annual Sums, or yearly Rent-charges, Sum and Sums of Money respectively, over and above and besides all Costs, Charges, and Expences whatsoever which should be sustained or occasioned in and about the levying and raising of such respective Arrears, and in paying and satisfying the same to the Person or respective Persons who should or might be entitled thereto; and the said *Henry Ellison* and *Richard Ellison* the Tenant thereby covenanted with the said *Christopher Cookson* and *Cayley Illingworth*, their Heirs, Executors, Administrators, and Assigns, that from and after the Decease of the said *Richard Ellison* the eldest Son, in default or failure of Issue Male of his Body lawfully begotten, if the said then intended Marriage should take effect, the said *Henry Ellison* and *Richard Ellison* the Tenant would settle the said first devised Real Estates to the Use of Trustees for a Term of Ninety-nine Years, upon trust, in case the said *Richard Ellison* the Tenant should happen to depart this Life in the Lifetime of the said *Henry Ellison*, leaving One or more Child or Children of his Body on the Body of the said *Elizabeth* his Wife begotten (which Event did not happen), to raise and levy, unto and for the Maintenance and Education of such Child or Children during the Lifetime of the said *Henry Ellison*, the annual Sum or several annual Sums therein-after expressed, with Remainder to the Use of the said *Henry Ellison* and his Assigns for his natural Life, with Remainder to the Use and Intent that the said *Mary Pennyman Ellison* and her Assigns, in case she should happen to survive her said Husband, which Event did not happen, should after his Decease receive, take, and enjoy thereout during her natural Life One clear annual Sum or yearly Rent-charge of One hundred Pounds, as therein expressed, with Remainder to Trustees for a Term of Two thousand Years, to commence from the Decease of the Survivor of the said *Richard Ellison* the eldest Son and *Henry Ellison*, upon trust, in the first place, for better securing the same additional yearly Rent-charge or Sum of One hundred Pounds, and then upon trust for raising the additional or further Sum of One thousand Pounds apiece unto and for the said *Mary Esther Ellison*

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and *Caroline Harriet Ellison*, over and above the Sum which would become raisable for them as aforesaid, and to be and become vested Interests on their respectively attaining the Age of Twenty-one Years, or marrying with the Consent in Writing of the said *Henry Ellison* during his Lifetime, or with the Consent in Writing of the said *Mary Pennyman Ellison* after the Decease of her said Husband, whichever should first happen, but to be postponed in Payment until after the Decease of the said *Henry Ellison*, and upon further Trust, in case there should be any Son or Sons besides an eldest or only Son, or any Daughter or Daughters, of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife begotten, upon trust after the Decease of the said *Henry Ellison*, and also after the Decease of the said *Richard Ellison* the Tenant, or by his express Direction, testified as therein expressed, in his Lifetime, to raise and levy, for the additional or further Portion or Portions of all and every the Child and Children of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife to be begotten (except an eldest or only Son), which Sum and Sums of Money, over and above the Portion or Portions therein-before secured to him and them, as therein-after mentioned, and subject to the said Term of Two thousand Years, and the Trusts thereof, as far as the same should require to be exercised during his Lifetime, to the Use of the said *Richard Ellison* the Tenant and his Assigns for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, with Remainder to Trustees and their Heirs during the natural Life of the said *Richard Ellison* the Tenant, in trust to preserve contingent Remainders, with Remainder, subject to a Power for the said *Richard Ellison* the Tenant to raise Four thousand Pounds for his Use, when in actual Possession thereof, to the Use of the First and other Son and Sons of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife lawfully to be begotten, severally and successively, and in remainder one after another according to Seniority in Tail Male, with Remainder to the Use of the said *Richard Ellison* the Tenant thereto, and the Heirs Male of his Body lawfully issuing, with Remainder to such Uses as the said *Henry Ellison* should by Deed or Will direct, limit, and appoint, and subject thereto to the Use of the right Heirs of the said *Richard Ellison* the Testator; and also that the said *Henry Ellison* and *Richard Ellison* the Tenant would, after the Decease of the said *Richard Ellison* the eldest Son, and in default of or Failure of Issue Male of his Body lawfully begotten, assign and settle all and singular the said Leasehold Premises by the said recited Will of the said *Richard Ellison* the Testator first bequeathed to or for the said *Richard Ellison* the eldest Son for Life as aforesaid, for, and during all the Residue and Remainder of the said several Terms of Years by the said several recited Indentures of Lease respectively granted thereof as aforesaid, subject to the Rents, Covenants, and Agreements in the same Indentures respectively contained, upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Provisoos and Agreements as would best and nearest correspond with the Uses, Trusts, Provisoos, Declarations, and Agreements therein-before agreed to be limited, expressed, and declared of and concerning the

the said first devised Real Estates, as far as the Nature of the said Leasehold Premises would admit: And whereas by a Memorandum in Writing under the Hands of the said *Henry Ellison* and *Richard Ellison* the Tenant, and *Elizabeth* his Wife, then *Elizabeth Terrot* Spinster, which was indorsed on the said recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and fourteen previously to the Execution thereof, and was signed by them at the Time of the Execution thereof, and of which same Indenture the same Memorandum was intended and was expressed to be a Part, after [reciting, amongst other things, that by the same Indenture One undivided Third Part or Share, the whole into Three equal Parts or Shares to be divided, of and in the said Channel of *Fosdyke* and the Navigation thereof, and of and in all other the Leasehold Premises in the same Indenture mentioned, and thereby first appointed and assigned, as therein-before and herein-before recited, were settled, subject to the Trusts in the same Indenture expressed for the Issue Male of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, upon trust for all and every the Daughter and Daughters of the said *Richard Ellison* the Tenant by the said *Elizabeth Terrot* his Wife, as in the same Indenture mentioned, with Trusts over; and that in and by the same Indenture, in default of Issue Male of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife begotten, the said first devised Real Estates were covenanted to be settled to the Use of and upon trust for the Heirs Male of the Body of the said *Richard Ellison* the Tenant, with Remainders over, as herein-before recited; and that by the same Indenture all and singular the Leasehold Premises therein mentioned, then in the Possession of the said *Richard Ellison* the eldest Son, his Tenants or Assigns, were covenanted and agreed to be settled upon such Trusts, and for such Intents and Purposes, and under and subject to such Provisoos, Declarations, and Agreements, as would best and nearest correspond with the Limitations agreed to be expressed and declared of and concerning the said first devised Real Estates, it was agreed and declared by and between all and every the Parties to the same Indenture, previously to and at the Time of their severally signing, sealing, and delivering the same, that the Limitation in the same Indenture contained, to the Use of the said *Richard Ellison* the Tenant and the Heirs Male of his Body, was contrary to the Intention of the said Parties, and not meant to arise or take effect in anywise; and that in case there should not be any Son of the Body of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, who should either live to attain the Age of Twenty-one Years, or die under that Age leaving Issue Male of his Body living at his Death, or born in due Time afterwards, then and in that Case, in default of such Issue Male as last mentioned, the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand possessed of the said Leasehold Premises in the same Indenture mentioned, and thereby first appointed, as herein-before recited, upon such Trusts and for such Intents and Purposes in all respects, for the Benefit of the eldest or only Son for the Time being of the said *Richard Ellison* the Tenant by any Wife or Wives he should happen to marry after the Decease of the said *Elizabeth* his Wife, living at the Time of his

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said recited  
Indenture,  
same Date.

his Death, or born in due Time afterwards, and every other Son and Sons of the Body of the said *Richard Ellison* the Tenant by any such Wife or Wives, severally and successively according to Seniority, and also for the Executors and Administrators of any Son who should die under the Age of Twenty-one Years leaving Issue Male of his Body him surviving, as in and by the same Indenture were expressed and declared, and are herein-before recited of and concerning the same Leasehold Premises, for the Benefit of the eldest or only Son for the Time being, and of all and every other Son and Sons of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, and the Executors and Administrators of any such Son dying under Twenty-one leaving Issue Male of his Body him surviving; and in case there should not be any Son of the Body of the said *Richard Ellison* the Tenant who should either live to attain the Age of Twenty-one Years, or die under that Age leaving Issue Male of his Body him surviving, or born in due Time after his Decease, then upon such Trusts, and for such Intents and Purposes, and under and subject to such Powers, Provisoës, Declarations, and Agreements, as were in and by the same Indenture mentioned, expressed, and declared of and concerning the same Leasehold Premises then subsisting or capable of taking effect; and also that in default of Issue Male of the Body of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, the said first devised Real Estates should be settled to the Use of and upon trust for the First and other Son and Sons of the Body of the said *Richard Ellison* the Tenant by any Wife or Wives he should happen to marry after the Decease of the said *Elizabeth* his Wife, severally and successively according to Seniority in Tail Male; subject thereto, to such Uses, and upon such Trusts, and other than and except the Limitation of Trust to the said *Richard Ellison* the Tenant, and the Heirs Male of his Body, as were in and by the same Indenture agreed to be limited, expressed, and declared thereof, or such of them as should be then subsisting or capable of taking effect; and also that in case there should not be any Son of the Body of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife who should either live to attain the Age of Twenty-one Years, or die under that Age leaving Issue Male of his Body living at his Death, or born in due Time afterwards, then and in that Case all and singular the said Leasehold Premises in the same Indenture mentioned, in the Possession of the said *Richard Ellison* the eldest Son, the Testator, his Tenants or Assigns, should be settled upon like Trusts for the Benefit of the eldest or only Son and other Son and Sons of the said *Richard Ellison* the Tenant by any Wife or Wives he should happen to have after the Decease of the said *Elizabeth* his Wife, severally and successively according to Seniority, and the Executors and Administrators of any such Son as should die under the Age of Twenty-one Years leaving Issue Male of his Body him surviving, or born in due Time after his Death, as were agreed to be expressed and declared thereof for the Benefit of the eldest or only Son and other Son and Sons of the *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, and the Executors and Administrators of any such Son as should die under the Age of Twenty-one Years leaving Issue Male of his Body him surviving, or born in due Time afterwards; and subject thereto,



upon such Trusts, and for such Intents and Purposes, and under and subject to such Powers, Provisoos, Declarations, and Agreements, as were by the same Indenture agreed to be declared of the same Leasehold Premises then subsisting or capable of taking effect: And whereas on or about the Twenty-sixth Day of *July* One thousand eight hundred and fourteen the Marriage between the said *Richard Ellison* the Tenant and the said *Elizabeth Terrot*, now *Elizabeth* his Wife, was duly had and solemnized, and they are both still living, but there hath been no Issue of the same Marriage: And whereas on or about the Seventeenth Day of *March* One thousand eight hundred and eighteen the said *John Thomas Bell* departed this Life, leaving the said *Humphrey Waldo Sibthorp* his Co-trustee, as herein-before appearing, him surviving: And whereas by an Indenture of Settlement, bearing Date on or about the Sixth Day of *January* One thousand eight hundred and eighteen, and made or expressed to be made between the said *Henry Ellison* of the First Part, the said *Humphrey Waldo Sibthorp* of the Second Part, the said *Mary Esther Ellison* of the Third Part, and the said *Coningsby Waldo Sibthorp* and the said *Richard Ellison* the Tenant of the Fourth Part (being the Settlement made previously to and in contemplation of the Marriage then intended between the said *Humphrey Waldo Sibthorp* and *Mary Esther Ellison*), in exercise of the Power contained in the said recited Indenture of the Tenth Day of *February* One thousand eight hundred and ten, and by virtue thereof, the said *Henry Ellison* did direct, that in case the said then intended Marriage should take place the said *George Parker* and *Richard Bethell*, and the Survivor of them, or the Executors, Administrators, and Assigns of such Survivor, should, immediately after the Decease of the said *Henry Ellison*, raise, by the Ways and Means in the same recited Indenture mentioned, the Sum of Five thousand Pounds, Part of the said Sum of Ten thousand Pounds, as and for the Share and Proportion of the said *Mary Esther Ellison* of and in the said Sum of Ten thousand Pounds; and the said *Henry Ellison*, at the Request and by the Direction of the said *Mary Esther Ellison*, and with the Consent and Approbation of the said *Humphrey Waldo Sibthorp*, did direct and appoint that the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, when and so soon as the said Sum of Five thousand Pounds should have been raised as aforesaid, pay the same Sum, as and for the Part, Share, and Proportion of the said *Mary Esther Ellison* of and in the said Sum of Ten thousand Pounds, unto the said *Coningsby Waldo Sibthorp* and *Richard Ellison* the Tenant, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, upon certain Trusts therein declared, for the Benefit of the said *Humphrey Waldo Sibthorp* and his Assigns, for the Term of his natural Life, and after his Decease for the Benefit of the said *Mary Esther Ellison* and her Assigns, for and during the Term of her natural Life, and after the Decease of the Survivor of them for the Benefit of the Children of the said *Humphrey Waldo Sibthorp* by the said *Mary Esther Ellison*, as the Survivor of the said *Humphrey Waldo Sibthorp* and *Mary Esther Ellison* should in manner therein expressed appoint, and in default of such Appointment for the Benefit of the Child or Children of the said *Humphrey Waldo Sib-*

Settlement  
previous to  
the Marriage  
of H. W.  
Sibthorp  
and Mary  
Esther  
Ellison,  
dated  
6th Jan.  
1818.

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*thorp* and *Mary Esther Ellison*, as therein expressed; and if the said *Mary Esther Ellison* should die in the Lifetime of the said *Humphrey Waldo Sibthorp* without leaving any Child or Children, or if leaving any such Child or Children they should die under Age or before Marriage, then for the Benefit of the said *Humphrey Waldo Sibthorp*, his Executors, Administrators, or Assigns, and if the said *Humphrey Waldo Sibthorp* should die in the Lifetime of the said *Mary Esther Ellison* without leaving any Child or Children, or leaving such Child or Children they should die as aforesaid, then for the Benefit of the Executors, Administrators, and Assigns of the said *Humphrey Waldo Sibthorp*: And whereas on or about the Seventh Day of *January* One thousand eight hundred and eighteen the said *Humphrey Waldo Sibthorp* intermarried with the said *Mary Esther Ellison*, and they are still living, and there is Issue of their Marriage One Child only, a Daughter, to wit, *Mary Elizabeth Sibthorp*, who is now an Infant of the Age of Fourteen Years or thereabouts, and unmarried: And whereas on or about the Ninth Day of *March* One thousand eight hundred and twenty-two the said *Coningsby Waldo Sibthorp* departed this Life, leaving the said *Richard Ellison* the Tenant, his Copartner of the said recited Indenture of the Sixth Day of *January* One thousand eight hundred and eighteen, him surviving: And whereas by an Indenture endorsed on the Second Skin of the said recited Indenture of Settlement of the Sixth Day of *January* One thousand eight hundred and eighteen, and bearing Date on or about the Twenty-fifth Day of *July* One thousand eight hundred and twenty-five, and made or expressed to be made between the said *Humphrey Waldo Sibthorp* of the First Part, the said *Richard Ellison* the Tenant of the Second Part, *Thomas Howe* of the Third Part, and *Richard Waldo Sibthorp* of the Fourth Part, in pursuance of a Power in that Behalf in the said recited Indenture of the Sixth Day of *January* One thousand eight hundred and eighteen contained, the said *Richard Waldo Sibthorp* was appointed to be a Trustee, to act, together with the said *Richard Ellison* the Tenant, in the Performance of the Trusts contained in the same recited Indenture, in the Place of the said *Coningsby Waldo Sibthorp* deceased; and the said *Richard Ellison* the Tenant did bargain, sell, assign, transfer, and set over unto the said *Thomas Howe*, his Executors, Administrators, and Assigns, all that the said Sum of Five thousand Pounds by the said recited Indenture directed to be raised and paid after the Decease of the said *Henry Ellison*, and the said *Coningsby Waldo Sibthorp* and *Richard Ellison* the Tenant, as aforesaid, to hold the same unto the said *Thomas Howe*, his Executors, Administrators, and Assigns, upon trust to re-assign and re-transfer the same with all convenient Speed unto the said *Richard Ellison* the Tenant and *Richard Waldo Sibthorp*, their Executors, Administrators, and Assigns, upon the same Trusts, and with, under, and subject to the same Powers, Provisoes, Declarations, and Agreements as were mentioned and comprised in the same recited Indenture; And whereas by an Indenture endorsed on the Third Skin of the said recited Indenture of the Sixth Day of *January* One thousand eight hundred and eighteen, and bearing Date on or about the Twenty-seventh Day of *July* One thousand eight hundred and twenty-five, and made or expressed to be made between the said *Thomas Howe* of the one Part, and the said *Richard Ellison* the Tenant

Indenture,  
dated  
25th July  
1825.

Indenture,  
dated  
27th July  
1825.

Tenant and *Richard Waldo Sibthorp* of the other Part, the said *Thomas Howe* did bargain, sell, assign, transfer, and set over unto the said *Richard Ellison* the Tenant and *Richard Waldo Sibthorp*, their Executors, Administrators, and Assigns; all that the said lastly herein-before mentioned Sum of Five thousand Pounds, to hold the same unto the said *Richard Ellison* the Tenant and *Richard Waldo Sibthorp*, their Executors, Administrators, and Assigns, upon the same Trusts, and with, under, and subject to the same Powers, Provisoos, and Agreements concerning the same, as were in the said recited Indenture of the Sixth Day of *January* One thousand eight hundred and eighteen expressed and declared concerning the same: And whereas no Part of the said lastly herein-before mentioned Sum of Five thousand Pounds hath yet been raised or paid: And whereas by an Indenture of Settlement, bearing Date on or about the Twelfth Day of *February* One thousand eight hundred and twenty-five, and made or expressed to be made between the said *Henry Ellison* of the First Part, the said *Richard Ellison* the Tenant of the Second Part, *Thomas Marten* of the Third Part, *William Elliot* and *Mary* his Wife of the Fourth Part, the said *Caroline Harriet Ellison* of the Fifth Part, and the said *Humphrey Waldo Sibthorp* and *William Sandey* of the Sixth Part, (being the Settlement made previously to and in contemplation of the Marriage then intended between the said *Thomas Marten* and *Caroline Harriet Ellison*,) in pursuance of the Power given or reserved to him by the said recited Indenture of the Tenth Day of *February* One thousand eight hundred and ten, the said *Henry Ellison* did direct, that in case the said then intended Marriage should take effect the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, immediately after the Decease of the said *Henry Ellison*, raise and levy, by all and every or any of the Ways and Means for that Purpose mentioned in the same recited Indenture, the Sum of Five thousand Pounds, Residue of the said Sum of Ten thousand Pounds, in the same Indenture mentioned, for the Share of the said *Caroline Harriet Ellison* of and in the said Sum of Ten thousand Pounds; and the said *Henry Ellison* did, at the Request of the said *Caroline Harriet Ellison*, and with the Approbation of the said *Thomas Marten*, direct and appoint that the said *George Parker* and *Richard Bethell*, and the Survivor of them, and the Executors and Administrators of such Survivor, should, as soon as the said Sum of Five thousand Pounds should have been raised in manner aforesaid, pay the same Sum, as the Part, Share, and Proportion of the said *Caroline Harriet Ellison* of and in the said Sum of Ten thousand Pounds, unto the said *Humphrey Waldo Sibthorp* and *William Sandey*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, upon certain Trusts therein declared for the Benefit of the said *Thomas Marten* and his Assigns for his natural Life, and after his Decease for the Benefit of the said *Caroline Harriet Ellison* and her Assigns for her natural Life, and after the Decease of the Survivor of the said *Thomas Marten* and *Caroline Harriet Ellison* for the Benefit of the Child and Children of the said *Thomas Marten* by the said *Caroline Harriet Ellison*, as the said *Thomas Marten* and *Caroline Harriet Ellison*, or the Survivor of them, should in manner therein expressed appoint, and in default

Settlement  
previous to  
the Marriage  
of *Thomas  
Marten* and  
*Caroline  
Harriet  
Ellison*,  
dated  
12th Feb.  
1829.

of such Appointment, for the Benefit of all and every the Child and Children of the said *Thomas Marten* by the said *Caroline Harriet Ellison*, as therein expressed, and if there should not be any Child or Children of the said then intended Marriage, or being such all of them should die before any of them, being a Son or Sons, should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain the like Age or be married, then for the Benefit of the said *Thomas Marten*, his Executors, Administrators, and Assigns: And whereas on or about the Seventeenth Day of *February* One thousand eight hundred and twenty-five the said *Thomas Marten* intermarried with the said *Caroline Harriet Ellison*, and they are still living, but there hath been no Issue of their Marriage: And whereas on or about the Twenty-eighth Day of *June* One thousand eight hundred and thirty-two the said *William Sandey* departed this Life, leaving the said *Humphrey Waldo Sibthorp*, his Co-trustee of the said recited Indenture of the Twelfth Day of *January* One thousand eight hundred and twenty-five, him surviving: And whereas by a Deed Poll endorsed on the said recited Indenture of the Twelfth Day of *January* One thousand eight hundred and twenty-five, and bearing Date on or about the Twentieth Day of *August* One thousand eight hundred and thirty-two, under the Hands and Seals of the said *Thomas Marten* and *Caroline Harriet* his Wife, and *John North*, in pursuance of a Power in the same recited Indenture contained, the said *John North* was appointed to be a Trustee in the Place of the said *William Sandey* deceased, for the Purposes and Trusts of the same recited Indenture, or such of them as were then still unfulfilled: And whereas no Part of the said lastly herein-before mentioned Sum of Five thousand Pounds hath yet been raised or paid: And whereas on or about the Third Day of *October* One thousand eight hundred and twenty-six the said *Mary Pennyman Ellison* departed this Life: And whereas on or about the Seventh Day of *July* One thousand eight hundred and twenty-seven the said *Richard Ellison* the eldest Son departed this Life without ever having had any Issue Male of his Body lawfully begotten, having by his last Will and Testament in Writing, bearing Date on or about the Eighteenth Day of *March* One thousand eight hundred and twenty-five, appointed the said *Christopher Cookson* and *John Keyworth* and *Richard Ellison* (herein-after referred to as *Richard Ellison* the Executor) Executors thereof, by whom the same Will was, on or about the Twelfth Day of *September* One thousand eight hundred and twenty-seven, duly proved in the Prerogative Court of *Canterbury*: And whereas on or about the Sixteenth Day of *May* One thousand eight hundred and thirty-two the said *Christopher Cookson* departed this Life, leaving the said *John Keyworth* and the said *Richard Ellison* the Executor, his said Co-executors respectively, him surviving: And whereas on or about the Twenty-eighth Day of *February* One thousand eight hundred and forty-three the said *John Keyworth* departed this Life, leaving the said *Richard Ellison* the Executor, his said Co-executor, him surviving, and he thereupon became the sole legal personal Representative of the said *Esther Ellison*, who was the last surviving Executor and Trustee of the said recited Will of the said *Richard Ellison* the Testator, as aforesaid: And whereas under and by virtue of certain Indentures of Lease and of Release and Assignment,

Deed Poll,  
dated  
20th Aug.  
1832.

Indentures,  
dated 27th  
and 28th  
Oct. 1828.

ment, bearing Date respectively on or about the Twenty-seventh and Twenty-eighth Days of *October* One thousand eight hundred and twenty-eight, the Indenture of Release and Assignment being made or expressed to be made between the said *Henry Ellison* of the First Part, the said *Richard Ellison* the Tenant and *Elizabeth* his Wife of the Second Part, the said *Alexander Macdougall* of the Third Part, *William Bainbrigg* of the Fourth Part, the said *Christopher Cookson* and *Robert Cracroft* of the Fifth Part, the said *Humphrey Waldo Sibthorpe* and *Henry William Hutton* of the Sixth Part, and the said *George Parker* and *Richard Bethell* of the Seventh Part, and of a Common Recovery duly suffered in or as of *Michaelmas* Term in the Ninth Year of the Reign of His late Majesty King *George* the Fourth, wherein the said *Alexander Macdougall* was Tenant, the said *William Bainbrigg* was Demandant, and the said *Richard Ellison* the Tenant was Vouchee, who duly vouched over the Common Vouchee, the Estate Tail of the said *Richard Ellison* the Tenant, and all other Estates Tail, and all Remainders, Limitations, Reversions, Estates, Charges, and Contingencies thereupon respectively expectant or depending of and in the said first devised Real Estates, were barred, and the same Estates were, in pursuance of the said recited Covenant in the said recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and fourteen in that Behalf contained, limited and settled to the Use of the said *Humphrey Waldo Sibthorp* and *Henry William Hutton*, their Executors, Administrators, and Assigns, from the Day next before the Day of the Date of the Indentures now in recital, for and during and unto the full End and Term of Ninety-nine Years thenceforth next ensuing and fully to be complete and ended, without Impeachment of or for any manner of Waste, upon and for the Trusts, Intents, and Purposes, and with and subject to the Powers and Provisoes therein-after declared and contained of and concerning the same; and immediately from and after the Expiration or sooner Determination of the same Term, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Henry Ellison* and his Assigns during his Life, without Impeachment of or for any manner of Waste, with Remainder to the Use of the said *Christopher Cookson* and *Robert Cracroft*, their Heirs and Assigns, during the Life of the said *Henry Ellison*, upon the usual Trusts to support contingent Remainders, with Remainder to the Use of the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns, from the Day of the Death of the said *Henry Ellison* for and during and unto the full End and Term of Two thousand Years thenceforth next ensuing and fully to be complete and ended, without Impeachment of or for any manner of Waste, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers and Provisoes therein-after declared and contained of and concerning the same; and immediately from and after the Expiration or sooner Determination of the same Term, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Richard Ellison* the Tenant and his Assigns during his Life, without Impeachment of or for any manner of Waste, with Remainder to the Use of the said *Christopher Cookson* and *Robert Cracroft*, their Heirs and Assigns, during the Life of the said *Richard Ellison* the Tenant, upon the usual Trust to support contingent

[Private.]

Remainders, with Remainder to the Use of the First Son of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife lawfully begotten or to be begotten, and the Heirs Male of the Body of such First Son issuing; and for Want of such Issue to the Use of the Second and every other Son of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife lawfully begotten or to be begotten, severally, successively, and in remainder one after another in Order and Course as such Sons should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such Son and Sons issuing, every elder of such Sons, and the Heirs Male of his and their Body and respective Bodies issuing, being always to take before and be preferred to every younger of such Sons, and the Heirs Male of his and their Body and respective Bodies issuing; and for Want of such Issue to the Use of the First Son of the Body of the said *Richard Ellison* the Tenant on the Body or Bodies of any Wife or Wives with whom he might intermarry after the Decease of the said *Elizabeth* his Wife lawfully to be begotten, and the Heirs Male of such First Son issuing; and for Want of such Issue to the Use of the Second and every other Son of the Body of the said *Richard Ellison* the Tenant on the Body or Bodies of any Wife or Wives with whom he might intermarry after the Decease of the said *Elizabeth* his Wife lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as such Sons should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such Son and Sons issuing, every elder of such Sons, and the Heirs Male of his and their Body and respective Bodies issuing, being always to take before and be preferred to every younger of such Sons, and the Heirs Male of his and their Body and respective Bodies issuing; and for Want of such Issue to the Use of such Person or Persons, and for such Estates and Interests, either absolutely or conditionally, and charged and chargeable with such yearly or other Sum or Sums of Money, and for such Intents and Purposes, and in such Parts, Shares, and Proportions, Manner and Form, as the said *Henry Ellison* at any Time or Times, by any Deed or Deeds, Writings or Writing, with or without Power of Revocation, to be by him sealed and delivered in the Presence of Two or more Witnesses, or by his last Will and Testament in Writing, or any Writing or Writings in the Nature of his last Will and Testament, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of Three or more Witnesses, should from Time to Time direct, limit, or appoint; and for Default of and until such Direction, Limitation, or Appointment, and so far as the same, if incomplete, should not extend, to the Use of the right Heirs of the said *Richard Ellison* the Testator for ever; and the Trusts of the said Term of Ninety-nine Years were thereby declared for raising certain Sums as therein expressed, in the Event (which did not happen) of the said *Richard Ellison* the Tenant dying in the Lifetime of the said *Henry Ellison*, leaving One or more Child or Children of his Body, on the Body of the said *Elizabeth* his Wife begotten, him surviving; and the same Term hath absolutely ceased under a Proviso in that Behalf in the same Indenture contained; and the Trusts of the said Term of Two thousand Years were thereby

declared, that the said *George Parker* and *Richard Bethell*, or the Survivor of them, their or his Executors, Administrators, or Assigns, should in manner therein expressed, after the Decease of the said *Henry Ellison*, or in his Lifetime by his Direction in Writing, levy and raise the Sum of Two thousand Pounds of lawful *British Money*, and pay the same unto the said *Mary Esther Sibthorp* and *Caroline Harriet Marten*, in equal Shares and Proportions as Tenants in Common, and their respective Executors, Administrators, and Assigns, in addition to and over and above the Sum which would become raisable for them, and out of the Hereditaments comprised in the said recited Indentures of the Twentieth and Twenty-first Days of *July* One thousand eight hundred and fourteen, as aforesaid; and upon further Trust that if there should be any Child or Children of the said *Richard Ellison* the Tenant by the said *Elizabeth* his Wife, other than and besides an eldest or only Son, who should by virtue of or under the Limitations therein-before contained be for the Time being entitled to the said first devised Real Estates for an Estate in Tail Male in possession, or in remainder or reversion immediately expectant on the Decease of the said *Henry Ellison* and *Richard Ellison* the Tenant, or either of them, then and in such Case the said *George Parker* and *Richard Bethell*, and the Survivor of them, their or his Executors, Administrators, and Assigns, should, after the Decease of the said *Henry Ellison*, and also after the Decease of the said *Richard Ellison* the Tenant, or in his Lifetime by his Direction, levy and raise certain Portions and Sums for Maintenance, Education, and Advancement, as therein expressed, for the Child and Children of the Body of the said *Richard Ellison* the Tenant on the Body of the said *Elizabeth* his Wife begotten or to be begotten (except an eldest or only Son for the Time being entitled as aforesaid); and by the same Indenture of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight the said *Henry Ellison* and *Richard Ellison* the Tenant did, in further pursuance of the same Covenant, bargain, sell, assign, and set over unto the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns, all those Two undivided Third Parts or Shares, or Two equal Third Parts or Shares (if the whole were into Two equal Parts or Shares divided), and all other the Parts, Shares, and Interests whatsoever by the said Will of the said *Richard Ellison* the Testator given to or for the Benefit of the said *Richard Ellison* the eldest Son for his Life, with Dispositions over, as aforesaid, of and in all that the said Channel of *Fossdylke* and the Navigation thereof, and also of and in all the Powers of making new Works, Cuts, Locks, Dams, Pens for Water, Wharfs, Warehouses, Privileges, and Authorities, and other Premises demised to the said *Richard Ellison* the Lessee in and by the said several recited Indentures of Lease, with the Appurtenances, to hold the same unto the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns, for and during all the respective Residues then to come and unexpired of the said Terms of Nine hundred and ninety-nine Years and Nine hundred and ninety-nine Years, subject nevertheless to a proportionate Part of the yearly Rents payable for or in respect of the said Leasehold Premises, and to the Performance and Observance of the Covenants, Provisoos, and Agreements in the said recited Indentures of Lease contained by and on the

Will of  
Henry Elli-  
son, dated  
26th Feb.  
1831.

the Part of the Tenants or Lessees to be observed and performed in respect thereof, and, so subject, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Agreements, as would best and nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, Declarations, and Agreements therein-before declared and contained of and concerning the said first devised Real Estates, as far as the Nature of the said Leasehold Premises would admit: And whereas no Part of the said lastly herein-before mentioned Sum of Two thousand Pounds hath yet been raised or paid: And whereas the said *Henry Ellison* duly made and published his last Will and Testament in Writing, bearing Date on or about the Twenty-sixth Day of *February* One thousand eight hundred and thirty-one, and pursuant to and by virtue and in exercise and execution of the several Powers and Authorities to him given, limited, and reserved by the said recited Indentures of the Twenty-first Day of *July* One thousand eight hundred and fourteen and the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight respectively, and of all and every Power and Powers, Authority and Authorities to him given, limited, or reserved, or in him vested, or in anywise enabling him in that Behalf, did by that his Will, duly signed, published, and attested in conformity to such Powers or any of them, direct, limit, and appoint all and every the Messuages, Cottages, Lands, Tenements, River *Dun* Shares, Tolls, undivided Parts or Shares, Hereditaments, and Premises in and by the same Indentures or either of them mentioned and comprised, and respectively settled or intended so to be, subject to such Uses, Trusts, Estates, and Interests therein, or in any Part or Parts thereof respectively, as in and by the same Indentures or either of them were limited, expressed, and declared precedent or prior to the testamentary or other Powers of Appointment thereby respectively given, limited, or reserved to him as aforesaid in, upon, and over the same Premises, or any Part or Parts thereof, and also subject and without Prejudice to any Appointment or Appointments then already made, as therein expressed, of and concerning certain Estates in the County of *York*, unto and to the Use of the said *Richard Ellison* the Tenant, his Heirs, Executors, Administrators, and Assigns for ever, according to the respective Natures thereof; and the said Testator thereby gave and appointed all other his Real and Leasehold Estates whatsoever and wheresoever, of or over which he had any testamentary Power or Powers of Appointment, unto and to the Use of the said *Richard Ellison* the Tenant, his Heirs, Executors, Administrators, and Assigns respectively; and the said Testator thereby also gave and devised all his Freehold, Copyhold, and Leasehold Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever and wheresoever, not therein by him specifically or otherwise given or disposed of, unto and to the Use of the said *Richard Ellison* the Tenant, his Heirs and Assigns for ever; and the said Testator thereby appointed the said *Richard Ellison* the Tenant sole Executor thereof: And whereas the said *Henry Ellison* departed this Life on or about the Eleventh Day of *July* One thousand eight hundred and thirty-six, without having in any Manner revoked or altered his said recited Will, except by a Codicil thereto, but which did not in any Manner alter or affect his said recited Will, so far as the same is herein-before  
recited,



recited, and the same Will and Codicil were proved by the said *Richard Ellison* the Tenant, on or about the Twentieth Day of *December* One thousand eight hundred and thirty-six, in the said Prerogative Court of *Canterbury*: And whereas the several Parties for the Time being interested under the said recited Will of the said *Richard Ellison* the Testator have been in the Possession of the said Navigation, and in the Receipt of the Rents and Profits thereof, as Lessees and Undertakers thereof, under the said recited Indenture of Lease and the said recited Deed Poll of the Fourth Day of *August* One thousand seven hundred and forty-one respectively, and the said *Richard Ellison* the Tenant is now in such Possession and Receipt accordingly: And whereas on or about the Fifth Day of *August* One thousand eight hundred and thirty-nine the said *George Parker* departed this Life, leaving the said *Richard Bethell*, his Co-trustee, as herein-before appearing, him surviving: And whereas by an Indenture, bearing Date on or about the Twenty-ninth Day of *September* One thousand eight hundred and forty-one, and made or expressed to be made between the said *Richard Ellison* the Tenant of the one Part, and the said *Humphrey Waldo Sibthorp* of the other Part, in consideration of Ten thousand three hundred and forty-one Pounds Ten Shillings paid by said *Humphrey Waldo Sibthorp* to the said *Richard Ellison* the Tenant, he did bargain, sell, assign, and transfer unto the said *Humphrey Waldo Sibthorp*, his Executors, Administrators, and Assigns, all that One undivided Sixth Part or Share (the whole into Six equal Parts or Shares to be divided,) of and in all the said Channel of *Fossdyke* and the Navigation thereof, and all the said Powers, Privileges, and Authorities, Wharfs, Works, and Materials, and all and singular other the Tenements and Premises demised by the said recited Indentures of Lease respectively, with their Appurtenances, and of and in all Tolls, Tonnage, Lock Dues, Duties, Profits, Emoluments, and Advantages whatsoever to arise or become payable or recoverable from or in respect of the said Navigation and Premises, with the Appurtenances, to hold the same unto the said *Humphrey Waldo Sibthorp*, his Executors, Administrators, and Assigns, for the respective Residues then unexpired of the said Two several Terms of Nine hundred and ninety-nine and Nine hundred and ninety-nine Years, granted by the said recited Indentures of Lease respectively, subject to a Proviso therein contained for Redemption of the same on Repayment by the said *Richard Ellison* the Tenant, his Heirs, Executors, or Administrators, unto the said *Humphrey Waldo Sibthorp*, his Executors, Administrators, or Assigns, of the said Principal Sum of Ten thousand three hundred and forty-one Pounds Ten Shillings, with Interest for the same, as therein expressed: And whereas the said Principal Sum of Ten thousand three hundred and forty-one Pounds Ten Shillings is still remaining on the Mortgage Security created by the said lastly herein-before recited Indenture: And whereas by an Indenture, bearing Date on or about the Fifth Day of *December* One thousand eight hundred and forty-three, and made or expressed to be made between the said *Richard Ellison* the Tenant of the one Part, and the said *Richard Waldo Sibthorp* of the other Part, in consideration of the Sum of Twelve thousand Pounds paid by the said *Richard Waldo Sibthorp* to the said *Richard Ellison* the Tenant, he did bargain, sell, assign, transfer, and set over

Indenture,  
dated  
29th Sept.  
1841.

Indenture  
dated  
5th Dec.  
1843.

[Private.]

6 0

unto

unto the said *Richard Waldo Sibthorp*, his Executors, Administrators, and Assigns, all that One other equal undivided Sixth Part or Share the whole into Six equal Parts or Shares to be divided, of and in all the said Channel of *Fosdyke*, and the Navigation thereof, and all the said Powers, Privileges, and Authorities, Wharfs, Works, and Materials, and all and singular other the Tenements and Premises demised by the said recited Indentures of Lease respectively, with the Appurtenances, and of and in all Tolls, Tonnages, Lock Dues, Duties, Profits, Emoluments, and Advantages whatsoever to arise or become payable or receivable from or in respect of the said Navigation and Premises, with the Appurtenances, to hold the same unto the said *Richard Waldo Sibthorp*, his Executors, Administrators, and Assigns, from thenceforth during all the respective Residues and Remainders then to come and unexpired of the said Two several Terms of Nine hundred and ninety-nine Years and Nine hundred and ninety-nine Years by the said Two several recited Indentures of Lease therein respectively demised as aforesaid, subject to a Proviso therein contained for the Redemption of the same on Repayment by the said *Richard Ellison* the Tenant, his Heirs, Executors, or Administrators, unto the said *Richard Waldo Sibthorp*, his Executors, Administrators, or Assigns, of the said Principal Sum of Twelve thousand Pounds, with Interest for the same, as therein expressed: And whereas the said Principal Sum of Twelve thousand Pounds is still remaining on the Mortgage Security created by the said lastly herein-before recited Indenture: And whereas by an Indenture, bearing Date on or about the Twenty-ninth Day of *October* One thousand eight hundred and forty-four, and made or expressed to be made between the said *Richard Ellison* the Tenant of the one Part, and the Reverend *Frederick George Burnaby* of the other Part, in consideration of Fifteen thousand Pounds to the said *Richard Ellison* the Tenant paid by the said *Frederick George Burnaby*, the said *Richard Ellison* the Tenant did bargain, sell, assign, transfer, and set over unto the said *Frederick George Burnaby*, his Executors, Administrators, and Assigns, all that One other equal undivided Fourth Part or Share (the whole into Four equal Parts or Shares to be divided) of and in all and singular the said Channel of *Fosdyke* and the Navigation thereof, and all the said Powers, Privileges, and Authorities, Wharfs, Works, and Materials, and all and singular other the Tenements and Premises demised by the said recited Indentures of Lease respectively, with the Appurtenances, and of and in all Tolls, Tonnage, Lock Dues, Duties, Profits, Emoluments, and Advantages whatsoever to arise or become payable or receivable from or in respect of the said Navigation and Premises, with the Appurtenances, to hold the same unto the said *Frederick George Burnaby*, his Executors, Administrators, and Assigns, from thenceforth during all the respective Residue and Remainders then to come and unexpired of the said Two several Terms of Nine hundred and ninety-nine Years and Nine hundred and ninety-nine Years by the said Two several recited Indentures of Lease therein respectively demised as aforesaid, subject to a Proviso therein contained for the Redemption of the same upon Repayment by the said *Richard Ellison* the Tenant, his Heirs, Executors, Administrators, or Assigns, unto the said *Frederick George Burnaby*, his Executors, Administrators, or Assigns,

Indenture,  
dated  
29th Oct.  
1844.

of the said Principal Sum of Fifteen thousand Pounds, with Interest for the same, as therein expressed: And whereas the said Principal Sum of Fifteen thousand Pounds is still remaining on the Mortgage Security created by the said lastly herein-before recited Indenture: And whereas the said several Principal Sums of Ten thousand three hundred and forty-one Pounds Ten Shillings, Twelve thousand Pounds, and Fifteen thousand Pounds, making up the total Principal Sum of Thirty-seven thousand three hundred and forty-one Pounds Ten Shillings, were respectively borrowed and taken up by the said *Richard Ellison* the Tenant upon the several Mortgage Securities created by the said recited Indentures of the Twenty-ninth Day of *September* One thousand eight hundred and forty-one, the Third Day of *December* One thousand eight hundred and forty-three, and the Twenty-ninth Day of *October* One thousand eight hundred and forty-four, respectively, as aforesaid, for the Purpose of enabling him to defray the Charge of making the said Channel of *Fosdyke* navigable by Vessels of greater Draught and Burden than had theretofore been able to pass along the same, and he duly expended the Sum of Thirty-five thousand Pounds, Part of the same total Principal Sum, in deepening, widening, and improving the said Channel, so as to ensure Five Feet and upwards in Depth of Water in all Parts thereof, in all Seasons, and hath thereby much increased the Value of the said Navigation: And whereas by an Indenture endorsed on the Sixth Skin of the said recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and fourteen, and bearing Date on or about the Twenty-eighth Day of *March* One thousand eight hundred and forty-five, and made or expressed to be made between the said *Richard Ellison* the Executor of the First Part, the said *Richard Ellison* the Tenant of the Second Part, and the said *Richard Bethell* of the Third Part, the said *Richard Ellison* the Executor, at the Request of the said *Richard Ellison* the Tenant, did bargain, sell, assign, transfer, and set over unto the said *Richard Bethell*, his Executors, Administrators, and Assigns, all and singular the Term and Terms of Years, Right, Title, Interest, Property, Possibility, Expectancy, Claim, and Demand whatsoever of the said *Richard Ellison* the Executor, as such sole legal personal Representative, of, into, out of, upon, and concerning all that the said One undivided Third Part or Share by the said recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and fourteen, appointed and assigned unto the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns as aforesaid, of and in all that the said Channel of *Fosdyke* and the Navigation thereof, Powers, Tolls, Profits, and other Tenements, by the said recited Indentures of Lease respectively demised as aforesaid, with the Appurtenances, to hold the same unto the said *Richard Bethell*, his Executors, Administrators, and Assigns, upon and for the several Trusts, Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Declarations, and Agreements, in and by the said recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and fourteen declared, expressed, and contained of and concerning the same, or such and so many of them as were then subsisting undetermined and capable of taking effect: And whereas

by

Indenture,  
endorsed on  
Sixth Skin  
of said In-  
denture,  
dated 28th  
March 1845.

Indenture,  
endorsed on  
Second Skin,  
dated 28th  
March 1845.

by an Indenture endorsed on the Second Skin of the said recited Indenture of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight, and bearing Date on or about the Twenty-eighth Day of *March* One thousand eight hundred and forty-five, and made or expressed to be made between the said *Richard Ellison* the Executor of the First Part, the said *Richard Ellison* the Tenant of the Second Part, and the said *Richard Bethell* of the Third Part, the said *Richard Ellison* the Executor, at the Request of the said *Richard Ellison* the Tenant, did bargain, sell, assign, transfer, and set over unto the said *Richard Bethell*, his Executors, Administrators, and Assigns, all and singular the Term and Terms of Years, Right, Title, Interest, Property, Possibility, Expectancy, Claim, and Demand whatsoever of the said *Richard Ellison* the Executor, as such sole legal personal Representative as aforesaid, of, into, out of, upon, and concerning all those the said Two undivided Third Parts or Shares, and all other the Parts, Shares, and Interests whatsoever, by the said recited Indenture of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight assigned unto the said *George Parker* and *Richard Bethell*, their Executors, Administrators, and Assigns as aforesaid, of and in all that the said Channel of *Fosdyke* and the Navigation thereof, Powers, Tolls, Profits, and other Tenements by the said recited Indentures of Lease respectively demised as aforesaid, with the Appurtenances, to hold the same unto the said *Richard Bethell*, his Executors, Administrators, and Assigns, upon and for the several Trusts, Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Declarations, and Agreements, in and by the said recited Indenture of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight declared, expressed, and contained of and concerning the same, or such and so many of them as were then subsisting undetermined and capable of taking effect: And whereas neither of the said recited Indentures of the Twenty-first Day of *July* One thousand eight hundred and fourteen and the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight contains any Power to make any Sub-lease of any Part of the said Navigation for a longer Period than Twenty-one Years, and it would be of advantage to the Person and Persons for the Time being beneficially interested in the said Navigation if the said *Richard Ellison* the Tenant, during his Life, and after his Decease the Trustee and Trustees for the Time being of the same Indentures respectively, were enabled to grant Sub-leases of said Navigation for longer Periods than Twenty-one Years: And whereas by reason of the said *Richard Ellison* the Tenant having borrowed and taken up the said total Principal Sum of Thirty-seven thousand three hundred and forty-one Pounds Ten Shillings in manner herein-before appearing, and of his Interest in the said Navigation being less than the entire legal and beneficial Interest under the said recited Indentures of Lease and the said recited Deed Poll of the Fourth Day of *August* One thousand seven hundred and forty-one respectively therein, and of the whole of the same Sum not having been expended on the Improvement of the said Navigation; and Doubts are entertained whether the said Sum of Thirty-five thousand Pounds, Part of the said total Principal Sum of  
Thirty-

Thirty-seven thousand three hundred and forty-one Pounds Ten Shillings, is charged at Law as well as in Equity on the said Navigation, in pursuance of the said recited Provisoos in that Behalf in the said recited Act of Parliament contained; and it is desirable and proper that such Doubts should be set at rest: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Richard Ellison* the Tenant and *Elizabeth* his Wife, the said *Humphrey Waldo Sibthorp* and *Mary Esther* his Wife, on behalf of themselves and of the said *Mary Elizabeth Sibthorp* their said unmarried infant Daughter, and the said *Thomas Marten* and *Caroline Harriet* his Wife, *Richard Waldo Sibthorp*, *Frederick George Burnaby*, *Richard Bethell*, and *John North*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *Richard Ellison* the Tenant during his Life, and after his Decease for the said *Richard Bethell* and other the Trustee and Trustees for the Time being of the said recited Indentures of the Twenty-first Day of *July* One thousand eight hundred and fourteen and the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight respectively, from Time to Time, by Indenture or Indentures, to be respectively sealed and delivered in the Presence of and to be attested by Two or more Witnesses, to sub-lease, and concur with any Person or Persons in sub-leasing, all and every or any Part or Share or Parts or Shares of and in the said Navigation in the Schedule to this Act mentioned, unto any Person or Persons, Company or Companies, Body or Bodies Politic or Corporate, for the Time being respectively legally capable of taking a Sub-lease thereof respectively, for any Term or Terms or Number of Years whatsoever, to take effect in possession as from a Day not more than Six Calendar Months before the making thereof respectively, or within Twelve Calendar Months next after the making thereof respectively, and not otherwise in reversion or by way of future Interest, upon such Terms and Conditions, and with such Exceptions and Reservations, as the said *Richard Ellison* the Tenant and such Trustee and Trustees respectively shall for the Time being think fit: Provided always, that in every such Sub-lease of the whole of the said Navigation, or of any Part or Share or Parts or Shares of and in the same, there shall be reserved and made payable, yearly or oftener, during the Continuance thereof, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best or most approved yearly Rent in Money, of either a fixed or fluctuating Amount, that can at the Time of the making of such Sub-lease be reasonably obtained in respect of the same; provided also, that such Sub-leases respectively shall be made without taking for or in respect of the same any Fine, Premium, or Foregift; provided also, that in such Sub-leases respectively there shall be contained proper Covenants by the Sub-lessee or Sub-lessees for the Payment of the yearly Rent to be reserved as aforesaid, and for the Payment, Observance,

Power for  
Richard Elli-  
son, &c. to  
grant Sub-  
leases of the  
Navigation.

[*Private.*]

6 p

and

and Performance of all the Rents, Covenants, and Provisoes in and by the said recited Indentures of Lease respectively reserved and contained (but as to such Covenants and Provisoes respectively, so far only as the same respectively shall be capable of being and ought to be on the Part of such Sub-lessee or Sub-lessees, and with respect to the Terms of the Agreement or Agreements for his or their Sub-leases respectively, observed and performed); provided also, that such Sub-leases respectively shall contain sufficient Powers for the Person or Persons for the Time being entitled to the Rents to be thereby respectively reserved, in the event of any Nonpayment, Nonperformance, and Nonobservance by the Sub-lessee or Sub-lessees respectively of the Rents, Covenants, and Provisoes to be by him and them respectively paid, observed, and performed, to enter and distrain, and to hold and work the said Navigation, and to receive and take the Proceeds thereof, until thereby or otherwise full Payment, Satisfaction, and Indemnity shall have been obtained or effected; provided also, that such Sub-lessees respectively shall execute Counterparts of their respective Sub-leases; provided also, that in case and as often as any such Sub-lease of the said Navigation, or of any Part or Share, Parts or Shares of and in the same, shall be made on such Terms as that the Profits of any other Property to be therein referred to shall be made liable to the Payment of the Rent to be by such Sub-lease reserved, it shall be lawful for such Sub-lease to be made with and subject to a Proviso that in case and as often as the Profits of the said Navigation, or of the Part or Share, Parts or Shares of and in the same thereby sub-leased, and of such other Property together, shall in any One Year of the Term granted by such Sub-lease fall short of the Amount of such Rent payable during such Year the Payment to the Person or Persons for the Time being entitled to such Rent, in respect of such Rent falling due during such Year, of the total Amount of such Profits, shall be a full Satisfaction to him or them of such Rent for such Year.

Certificate to be Evidence of Counterpart having been executed.

II. And be it enacted, That the Certificate in Writing, signed by the Person or Persons for the Time being executing any Sub-lease, to be made pursuant to this Act, and tested by Two or more Witnesses, acknowledging that he or they hath or have received a Counterpart of such Sub-lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Power to confirm Sub-leases, to accept Surrenders, and to grant new Sub-leases.

III. And be it enacted, That it shall be lawful for the Person and Persons herein-before authorized to grant Sub-leases from Time to Time to confirm any Sub-lease or Sub-leases which shall have been or which shall purport to have been made in pursuance of this Act, in any Case in which for some technical Error in granting or executing the same such Sub-lease or Sub-leases shall be or be apprehended to be void or voidable, and also from Time to Time to accept the Surrender of any Sub-lease or Sub-leases which shall have been or which shall purport to have been made in pursuance of this Act; and such Surrenders respectively shall be valid and effectual to all Intents and Purposes, notwithstanding the Person or Persons for the Time being accepting the same as aforesaid shall not be entitled to

the Remainder or Reversion immediately expectant on the Determination of such Sub-lease or Sub-leases, and also from Time to Time to grant any such Sub-lease and Sub-leases as is and are herein-before authorized to be made of the said Navigation, or any Part or Share, Parts or Shares of and in the same, which shall have been comprised in any prior Sub-lease or Sub-leases which by reason of the Avoidance, Surrender, or Expiration thereof shall have determined: Provided always, that no Fine, Premium, or Foregift, or any thing in the Nature thereof respectively, shall be taken or had for or in respect of any such Confirmation or Surrender.

IV. And be it enacted, That every Covenant which shall be entered into by any Sub-lessee or Sub-lessees of the said Navigation, or any Part or Share, Parts or Shares thereof, comprised in any Sub-lease granted in pursuance of this Act, shall on the one hand be deemed to run and shall run with the Premises comprised in such Sub-lease to such Sub-lessee or Sub-lessees, and shall bind him or them, and his or their Successors, Executors, Administrators, and Assigns, accordingly, and shall on the other hand be deemed to run and shall run with the Remainder or Reversion of such Premises, so as that the Person or Persons for the Time being entitled to the Remainder or Reversion immediately expectant on the Determination of such Sub-lease shall have the full Benefit of such Covenant, and be able to maintain Actions of Covenant thereon accordingly.

Covenant by  
Sub-lessees  
to run with  
the Land,  
&c.

V. And be it enacted, That from and after the passing of this Act it shall be lawful for the said *Richard Ellison* the Tenant during his Life, and after his Decease for the said *Richard Bethell* and other the Trustee and Trustees for the Time being of the said recited Indentures of the Twenty-first Day of *July* One thousand eight hundred and fourteen and the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight respectively, from Time to Time, by Indenture or Indentures, to be respectively sealed and delivered in the Presence and to be attested by Two or more Witnesses, to declare such Part or Parts of the said total Principal Sum of Thirty-seven thousand three hundred and forty-one Pounds Ten Shillings, not exceeding in the whole the total Principal Sum of Thirty-five thousand Pounds, as he and they respectively shall think fit, with lawful Interest thereon, to be charged on the said Navigation, in pursuance of the said recited Provision in that Behalf in the said recited Act of Parliament contained, but without prejudice to any other of the said recited Incumbrances thereon; and from and after the Execution of any such Indenture the Principal Sum or Sums of Money therein declared to be so charged, with such Interest thereon as shall be therein expressed, shall be and be deemed to be duly charged on the said Navigation, in pursuance of the same Provision: Provided always, that no such Indenture shall give to any Part of the said total Principal Sum of Thirty-seven thousand three hundred and forty-one Pounds and Ten Shillings any Preference or Priority of Charge to or over any other Part thereof, unless the Person or Persons who at the Time of the Execution of the same Indenture shall be entitled to the Residue of the same total Principal Sum shall, by the

Power for  
Richard Elli-  
son, &c. to  
declare such  
Parts of the  
total Princi-  
pal Sum of  
37,341*l.* 10*s.*,  
not exceed-  
ing 35,000*l.*,  
as thought  
fit, charged  
on the Navi-  
gation.

same

same or some other Indenture or Indentures, to be respectively sealed and delivered in the Presence of and attested by Two or more Witnesses, express his or their Consent to such Preference or Priority being so given; provided also, that no such Indenture shall, as against any Person to claim under the said recited Limitations in favour of the Children and Issue of the said *Richard Ellison* the Tenant, in the said recited Indentures of the Twenty-first Day of *July* One thousand eight hundred and fourteen and the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight respectively contained, have by virtue of this Act any Effect, unless during the Life of the said *Richard Ellison* the Tenant, or until he, and any of such Child or Children or Issue who shall become absolutely entitled to the Navigation, who shall lawfully agree to the contrary, the said Navigation shall be maintained of not less than its present Depth and Width and State of Improvement.

Power for  
Richard Elli-  
son, &c. to  
charge the  
Navigation  
with Ex-  
pences of  
obtaining  
this Act.

VI. And be it enacted, That it shall be lawful for the said *Richard Ellison* the Tenant, his Executors and Administrators, from Time to Time, but without prejudice to any Sub-lease or Sub-leases to be granted under the Authority of this Act, or to the said recited Mortgage Securities respectively, by Indenture, sealed and delivered in the Presence of and attested by Two or more Witnesses, to charge the said Navigation with the Repayment to him or them, or his or their Executors, Administrators, or Assigns, of the Amounts of all the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, and incident thereto respectively, and also of all such Sums of Money as the said *Richard Ellison* the Tenant, his Executors or Administrators, shall be reasonably expended for the Purpose of enabling any such Sub-lease as aforesaid to be granted or taken on Terms beneficial to the Person or Persons for the Time being entitled to the Rent to be by such Sub-lease reserved, with lawful Interest on such Amounts respectively from the Time or respective Times of the Payment of the same respectively.

General  
Saving.

VII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Body and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns (other than and except the said *Richard Ellison* the Tenant and *Elizabeth* his Wife, *Humphrey Waldo Sibthorp* and *Mary Esther* his Wife, *Mary Elizabeth Sibthorpe*, *Thomas Marten* and *Caroline Harriet* his Wife, *Richard Waldo Sibthorp*, *Frederick George Burnaby*, *Richard Bethell*, and *John North*, and their respective Executors, Administrators, and Assigns, and the Issue of the said *Richard Ellison* the Tenant, *Mary Esther Sibthorp*, and *Caroline Harriet Marten* respectively, and other the Person and Persons to whom any Estate or Interest shall have been given, or have devolved or shall devolve, under or by virtue of the said recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and fourteen, the said recited Memorandum of even Date therewith, the said recited Indentures of the Sixth Day of *January* One thousand eight hundred and eighteen, the Twenty-fifth Day of *July* One thousand eight hundred and twenty-five, the Twenty-seventh Day of *July* One



One thousand eight hundred and twenty-five, and the Twelfth Day of *January* One thousand eight hundred and twenty-five, the said recited Deed Poll of the Twentieth Day of *August* One thousand eight hundred and thirty-two, the said recited Indenture of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight, the said recited Will of the said *Henry Ellison*, the said recited Indentures of the Twenty-ninth Day of *September* One thousand eight hundred and forty-one, the Fifth Day of *December* One thousand eight hundred and forty-three, the Twenty-ninth Day of *October* One thousand eight hundred and forty-four, the Twenty-eighth Day of *March* One thousand eight hundred and forty-five, and the Twenty-eighth Day of *March* One thousand eight hundred and forty-five respectively, or by, from, through, under, or in respect of the several Persons and Issue aforesaid respectively, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Navigation or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed).

VIII. And be it enacted, That, except where such Meaning is incompatible with the Context, the Word "Navigation" in this Act and in the said Schedule hereto shall mean the said Channel of *Fosdyke* and the Navigation thereof, and the several Powers, Authorities, Privileges, Rights, Remedies, Interests, Tolls, Tonnage, Lock Dues, Duties, Materials, Wharfs, and other Things, Profits, Advantages, and Premises respectively demised by the said recited Indentures of Lease respectively, and granted, conferred, or accruing under or by virtue of the said recited Deed Poll of the Fourth Day of *August* One thousand seven hundred and forty-one respectively, and which for the Time being may, under or by virtue of the same Indentures and Deed Poll respectively, be had, used, exercised, taken, and enjoyed in pursuance of the said recited Act of Parliament.

Interpreta-  
of the Word  
"Navigation."

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

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

The SCHEDULE to which the foregoing Act refers.

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The Fossdyke Navigation in the County of Lincoln and the City of Lincoln and County of the same City.

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LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1845.