



ANNO QUARTO

GULIELMI IV. REGIS.

Cap. 8.

An Act for vesting Estates belonging to *Eleanora Anne Julia Hunt Grubbe* Spinster, an Infant, in Trustees for Sale, and for laying out the Money arising from such Sale, under the Direction of the High Court of Chancery, in the Purchase of other Estates, and for granting Leases of the Estates to be purchased; and for other Purposes.
[16th June 1834.]

WHEREAS by an Order of the High Court of Chancery bearing Date the Twenty-fifth Day of *February* One thousand eight hundred and thirty-four, and made in a Cause depending in the said Court wherein *Eleanora Anne Julia Hunt Grubbe* (an Infant), by *Thomas Hunt Grubbe* her Uncle and next Friend, was Plaintiff, and the Reverend *James Andrew Hunt Grubbe* Clerk, and *Henry Palliser Costobadie*, were Defendants, upon the Petition of the said infant Plaintiff it was ordered, that it should be referred to the Master to whom this Cause was referred to enquire and certify whether it would be fit and proper and for the Benefit of the Petitioner that Application should be forthwith made to Parliament for Leave to bring in a Bill to enable the Sale of the several Estates, Tithes, and Premises to which the Petitioner is intitled as

Recital of Order of Reference to the Master in a Cause in Chancery, *Grubbe* versus *Grubbe*, 25th Feb. 1834.

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the

Recital of
the Master's
Report,
dated
7th March
1834.

the Heiress at Law and Customary Heir and as the next of Kin of *Thomas Milnes* the Intestate, in the Decree in this Cause named, and also as the Heiress at Law of her Mother *Charlotte Elizabeth Grubbe* deceased, or otherwise, and to enable and authorize the laying out the Purchase Monies to arise therefrom, and also the Sum of Twelve thousand six hundred Pounds in the Petition mentioned, in the Purchase of an Estate or Estates to be conveyed under the Direction of this Court to Trustees for the Petitioner, with such Powers as may be usual and proper with regard to granting Leases thereof, and otherwise; and after the said Master should have made his Report such further Order should be made as should be just: And whereas in obedience to the said Order the said Master made his Report bearing Date the Seventh Day of *March* One thousand eight hundred and thirty-four, and thereby certified that he had been attended by the Solicitor for the said Petitioner the infant Plaintiff, who was likewise the Solicitor for the Defendant *James Andrew Hunt Grubbe*, and had proceeded upon the Inquiries by such Order directed to be made, and a Pedigree, various Extracts from the Registers of Baptisms, Marriages, and Burials, and several Affidavits deposing to the Authenticity of such Extracts, had been laid before him, which he had investigated and considered, and he thereby found, that the said Intestate *Thomas Milnes* married *Eleanor Gery*, and died on the Ninth Day of *January* One thousand eight hundred and thirty-three, and that he had Two Children only by such Marriage, one of whom (that is to say), *Charlotte Elizabeth Milnes*, lived to be married, and that she married the Defendant *James Andrew Hunt Grubbe*, and died on the Twenty-sixth Day of *August* One thousand eight hundred and twenty-six, in the Lifetime of the Intestate, leaving One Child only her surviving (that is to say), the infant Plaintiff *Eleanora Anne Julia Hunt Grubbe*, and the said Master found that such infant Plaintiff was the sole Heiress at Law and only next of Kin of the said Intestate, and also the sole Heiress at Law of her Mother the said *Charlotte Elizabeth Grubbe*; and in order to enable him to form an Opinion whether such an Application to bring in a Bill to Parliament as stated in the said Order would be for the Benefit of the said infant Plaintiff, he had found it necessary to enquire of what Real and Copyhold Estates the said Infant was possessed, and what Estate and Interest she had therein, and the said Master found that by Indentures of Lease and Release, bearing Date respectively the Nineteenth and Twentieth Days of *September* One thousand seven hundred and ninety-six, the Release being of Four Parts, and made and duly executed by and between *William Gery*, therein described of *Bushmead Priory*, Esquire, since deceased, of the First Part; *Eleanor Gery* since deceased, and who was One of Three Daughters and Co-heiresses of the said *William Gery*, of the Second Part; the said *Thomas Milnes*, the Intestate in the said Indenture of Release described as of *Newark upon Trent* in the County of *Nottingham*, Clerk, (being the Grandfather of the infant Plaintiff,) of the Third Part; and *Francis Rix* and *Jacob Costobadie* (both since deceased) of the Fourth Part; and which Indentures of Lease and Release were made in contemplation of a Marriage afterwards duly had and solemnized by and between the said *Thomas Milnes* and *Eleanor Gery*, the Grandfather and Grandmother respectively

tively of the infant Plaintiff, it was witnessed, that in consideration, amongst other Things, of the said intended Marriage, the said *William Gery* did grant, bargain, sell, alien, release, and confirm unto the said *Francis Rix* and *Jacob Costobadie*, their Heirs and Assigns, all that One undivided Third Part, the Whole into Three equal Parts to be divided, of and in all that Capital Messuage or Manor House called *Bushmead Hall* otherwise *Bushmead Priory*, or by whatsoever other Name or Names the same was or had been called or known theretofore, newly erected by *William Gery*, Father of the said *William Gery*, Party thereto, situate, lying, and being in the Parish of *Eaton Socon* in the County of *Bedford*, then in the Occupation of the said *William Gery*, Party thereto, and also of and in all other the Lands, Tenements, and Hereditaments of the said *William Gery*, Party thereto, situate in *Bushmead* aforesaid; and also all that One undivided Third Part, the Whole in Three equal Parts to be divided, of and in all that Messuage, Tenement, or Farm House, and also of and in all and every the Lands, Closes, Tenements, Hereditaments, and Premises in the Parishes of *Bolnhurst* otherwise *Bolnest Keysoe* and *Perten Hall* in the said County of *Bedford*, or any or either of them, and also all that Cottage or Tenement situate in the said Parish of *Bolnhurst* otherwise *Bolnest*, and also of and in all other the Messuages, Lands, Tenements, and Hereditaments in the said Parishes of *Bolnhurst* otherwise *Bolnest Keysoe* and *Perten Hall* in the County of *Bedford* aforesaid, whereof or wherein the said *William Gery*, Party thereto, and *Charles Gery*, therein mentioned, or either of them, or any other Person or Persons in Trust for them or either of them, at any Time before the Intermarriage of the said *William Gery* with *Mary Bell* the younger, had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder, or Expectancy, and also of and in certain Closes, Grounds, and Premises situate in the Parish of *Eaton Socon* aforesaid, in the same Indentures particularly described; and also all that undivided Third Part, the Whole into Three equal Parts to be divided, of and in all that the Manor or reputed Manor of *Bushmead* otherwise *Bushymead* otherwise *Bismead*, in the Counties of *Bedford* and *Huntingdon*, or One of them, and also of and in all those Messuages or Tenements, Closes, and Parcels of Land and Premises situate in the Parishes of *Eaton Socon* and *Little Haughton*, or One of them, therein more particularly described, and also of and in all that Messuage or Tenement, and Closes of Land and Premises, situate in *Great Haughton* in the said County of *Huntingdon*, therein also more particularly described, and also of and in all the Great Tithes of Corn, Grain, Hay, and Grass yearly arising, increasing, or renewing in or upon the said last-mentioned Estate, and also of and in all other the Lands, Tenements, and Hereditaments of the said *William Gery*, Party thereto, in *Great Haughton* aforesaid, except the *Haughton Moor* Estate in the same Indentures particularly described; the Entirety of all which said Manor, Messuages, Lands, Tenements, Tithes, and Hereditaments, One Third Part whereof was by the said Indentures intended to be granted and released by the said *William Gery*, together with the Entirety of the Hereditaments in the same Indentures and herein-after mentioned, and whereof One undivided Third Part was intended to be granted and released by the said *William Gery* and *Eleanor Gery* afterwards *Eleanor Milnes*, were collectively

tively of the clear Annual or Yearly Value of One thousand Pounds or thereabouts; to hold unto the said *Francis Rix* and *Jacob Costobadie*, their Heirs and Assigns, for the several Uses and for the several Intents and Purposes, upon the several Trusts, and subject to, by, and with the several Powers, Conditions, and Agreements in the said Indenture of Release declared and contained and herein-after stated and set forth; and by the said Indenture of Release it was further witnessed, that, for the Considerations therein mentioned, she the said *Eleanor Gery* afterwards *Eleanor Milnes* did direct, limit, and appoint, and the said *William Gery* and *Eleanor Gery* afterwards *Eleanor Milnes* did grant, bargain, sell, alien, release, and confirm unto the said *Francis Rix* and *Jacob Costobadie*, their Heirs and Assigns, all that One undivided Third Part, the Whole in Three equal Parts to be divided, of and in all that the Manor of *Blackburn* otherwise *Blackbull Hall* in the Parish of *Thurleigh* in the County of *Bedford*, and of and in divers other Messuages, Tenements, Lands, and Hereditaments situate in *Thurleigh*, *Colnworth*, *Ravensdon*, and *Milton Ernest*, or in any of them, in the said County of *Bedford*, therein particularly mentioned, and theretofore the Estate of *Mary* the late Wife of the said *William Gery*, Party thereto, and also all that Messuage, Farm House, Lands, and Hereditaments situate in the several Parishes of *Saint Cuthbert*, *Saint Peter*, and *Saint Paul*, in the said Towns of *Bedford*, *Coldington*, and *Clapham*, and therein particularly mentioned, to hold unto the said *Francis Rix* and *Jacob Costobadie*, their Heirs and Assigns, for the several Uses, upon the several Trusts, and subject to the Powers in the said Indenture of Release stated and set forth; and by the said Indenture of Release it was further witnessed, that, for the Considerations therein mentioned, he the said *Thomas Milnes* the Intestate did grant, bargain, sell, alien, release, and confirm unto the said *Francis Rix* and *Jacob Costobadie*, their Heirs and Assigns, all that Messuage, Farm House, or Tenement, with the Malkiln, Dovecote, Yards, Garden, Homestead, and Appurtenances to the same belonging, and also all that Orchard commonly called or known by the Name of *Hall Orchard*, and also all that Close or Piece of inclosed Ground called the *Hall Close*, with the Appurtenances, which said Orchard and Hall Close contain together by Estimation Six Acres One Rood and Thirty-seven Perches, more or less; and also all that Close or Piece or Parcel of inclosed Ground commonly called or known by the Name of the *Lady's Close*; and also all those several Plots, Pieces, or Parcels of Arable Land, Lay, Meadow, Pasture, Grass Ground, Furze and Gorze Ground, theretofore in the Tenure or Occupation of *John Berridge*, and theretofore set out and allotted to *John Bass* by the Commissioners appointed by a certain Act of Parliament in the said Indenture of Release mentioned; (*videlicet*,) One Piece, Plot, or Parcel of Land in the Field called *Rotherby Field*, including the said Close called the *Lady's Close*, bounded by the *Rotherby Road* on the South East, the Allotment of *John Jesson* the younger on the South West, by the respective Allotments of *Thomas Hurst* and the said *John Bass* North West, and by the respective Allotments of the said *Thomas Hurst*, *Joseph Peal*, *George Henton*, and *Thomas Porter* and *George Henton*, as Trustees of the Children of *William Porter*, on the North East, containing Ten Acres and Four Perches, or there-

thereabouts; One other Piece or Parcel of Land in the said *Nether Meadow*, bounded by the said last-mentioned Allotment of the said *John Bass* on the South East, by the respective Allotments of the said *Thomas Hurst* and of *Catherine Fane* on Part of the West, by *Ashfordsby* Lordship on the River *Wreak* on the Remainder of the West, on the North, and on Part of the North East, and by the Allotment of the said *Thomas Hurst* on the Remainder of the North East, containing Fourteen Acres and Thirteen Perches or thereabouts; One other Piece or Parcel of Land, being a Field Close, called the *Lammas Close*, bounded by a *Lammas Close* belonging to the Right Honourable Lord *Scarsdale* on the South East, by a Lane called the *Little Lane* on the South West, by the *Great Lane* North West, and by *Milton Road* on the North East, containing One Acre and Fourteen Perches or thereabouts; One other Piece, Plot, or Parcel of Land in the Common Field called the *Middle Field*, bounded by the Road leading from *Milton* and *Leicester* on the South, by the Allotment of the said *Joseph Peal* on the West, by *Rotherby Road*, the Allotment of the said *Nathaniel Lord Scarsdale*, the said Close called the *Hall Close*, and the Allotment to Mister *William Reeve* in his own Right, on the North, and by the respective Allotments of the said *Nathaniel Lord Scarsdale* and *William Reeve* on the East, containing Twenty-five Acres and Seven Perches or thereabouts; the other Piece or Parcel of Land in the said Field called the *Middle Field*, bounded by the respective Allotments of *Henry Wood*, *John Brown*, and *Elizabeth* his Wife, Trustees for *Mary Brokehurst* and *Robert Garton*, on the South East, by the respective Allotments of the said *Robert Garton*, *Joseph Peal*, and *Thomas Hewson* on the West, the Allotments of the said *Thomas Hurst*, *Joseph Peal*, and the last Allotment of the said *John Bass*, on the North, *Houghton Church Land* on the North West, and by the respective Allotments of *Thomas Sharp*, *Houghton Church Land* aforesaid, and *Robert Simpson* on the North East, containing Sixty-five Acres and Twenty-four Perches or thereabouts, including *Leicester Road*, and a private Drift and Carriage Road through that Allotment; One other Piece or Plot of Land in the said *Middle Field* and Common Pasture, bounded by Part of *Gadsby* Lordship on the South, the Allotment of the said *Nathaniel Lord Scarsdale* West, the Allotments of the said *Thomas Porter* and *George Henton*, Trustees as aforesaid, and *Elizabeth Henton*, on the North, and by the respective Allotments of *Nicholas Fisher*, *John Seagrave*, and *William Brecknock Wragg* on the East, containing Forty-four Acres Three Roods and Fourteen Perches or thereabouts; all which said Premises, with the Appurtenances, were situate and being in *Frisby on the Wreak* in the County of *Leicester*, and theretofore in the Tenure or Occupation of the said *John Berridge*, his Undertenants or Assigns; and also all that Close or small Piece of Ground, with the Appurtenances, situate, lying, and being near adjoining to the Town Side of *Frisby* aforesaid, commonly called or known by the Name of the *Lammas Close*, and containing by Estimation One Acre and Thirteen Perches, more or less; and also all that other Close called also the *Lady's Close*; and also all those Pieces or Parcels of Land and Meadow Ground theretofore in the Tenure or Occupation of *John Rawlins* and *James Simpson*, and set out and allotted also by the said Commissioners to

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the said *John Bass*, and which in and by the said Award were mentioned and described in the Manner in the now stating Indenture and herein-after mentioned; (*videlicet*,) One Piece, Plot, or Parcel of Land in the *Upper Meadow* and *Kirby Field*, including the said last-mentioned Close called the *Lady's Close*, bounded by Part of *Kirby Lordship* on the East, the Allotments of the said *Nathaniel Lord Scarsdale* on the South and Part of the North and West, the Allotment of *Francis Hollingshead* on the other Part of the West, and *Ashfordsby Lordship* on the remaining Part of the North and on the North West, containing Thirty-six Acres One Rood and Two Perches or thereabouts; all which Premises last mentioned were situate and being in *Frisby on the Wreak* aforesaid; and also all that Cottage or Tenement in *Frisby on the Wreak* aforesaid, theretofore in the Tenure or Occupation of *James Paling*, his Undertenants or Assigns; and also all that other Cottage or Tenement in *Frisby on the Wreak* aforesaid, theretofore in the Tenure or Occupation of *Mary Black* Widow; and also all that Spinney or Spring Wood in the Lordship or Liberty of *Frisby* aforesaid called *Little Wales*; and also all that Close or Pringle of Meadow or Pasture Ground situate in *Frisby on the Wreak* aforesaid, theretofore in the Tenure or Occupation of *John Chester*, containing by Admeasurement One Acre and Thirty-seven Perches, abutting as therein mentioned; and also all other the Messuages, Cottages, Closes, Lands, Tenements, and Hereditaments whatsoever of him the said *Thomas Milnes* in *Frisby on the Wreak* aforesaid, or within the Lordship or Liberties thereof; and also all that the Reversion or Remainder in Fee Simple expectant on the Death of *James Andrew Milnes* Clerk, Doctor of Laws, (since deceased,) Father of the said *Thomas Milnes*, of and in all that Messuage, House, or Tenement, with the Appurtenances thereunto belonging, situate in *Newark upon Trent* aforesaid, in a certain Street or Place there called or known by the Name of *Fodnor Street*; and also of and in all the Stables and Buildings to the said Messuage, House, or Tenement belonging or appertaining, situate in the Yards belonging thereto; and also of and in all that One Messuage or Tenement situate, standing, and being in *Newark upon Trent* aforesaid, in a certain Street or Place there called *Potterdike*, then used as Offices to the Messuage in the Tenure of the said *James Andrew Milnes*; and also all those Two Closes or Pieces or Parcels of Arable, Meadow, or Pasture Land lying together in the Parish of *Newark upon Trent* aforesaid, called the *Townend Closes*, containing in the Whole by Estimation Seven Acres (more or less), then also in the Tenure of the said *James Andrew Milnes* or his Assigns; and also of and in all other the Messuages, Closes, Lands, Tenements, and Hereditaments whatsoever of him the said *Thomas Milnes*, situate, lying, and being in *Newark upon Trent* aforesaid; to hold unto the said *Francis Rix* and *Jacob Costobadie*, their Heirs and Assigns, for the several Uses, and for the several Intents and Purposes, and upon the several Trusts, and subject to the several Powers, Conditions, and Agreements, in the said Indenture of Release set forth and herein-after stated; (that is to say,) from and after the Marriage of the said *Thomas Milnes* and *Eleanor Gery*, as to the said Third Part of the said several Manors, Messuages, Lands, and Premises conveyed by the said *William Gery* alone, and by the said *William Gery* and

Eleanor Gery jointly as aforesaid, to the Use of the said *William Gery* for Life; and as to the Messuages, Lands, Hereditaments, and Premises in *Newark* and *Frisby* aforesaid, conveyed by the said *Thomas Milnes*, and as to the said undivided Third Part of the said Manor and Capital Messuage called *Bushmead Hall*, and other the Messuages, Lands, Tenements, Hereditaments, and Premises conveyed by the said *William Gery* alone, and the Third Part of the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises conveyed by the said *William Gery* and *Eleanor Gery* jointly, subject to the said Estate for Life of the said *William Gery*, to the Use of the said *Thomas Milnes* the Intestate for Life; Remainder to the Use of the said *Francis Rix* and *Jacob Costobadie* and their Heirs during the Life of the said *Thomas Milnes* the Intestate, in Trust to preserve contingent Remainders; Remainder to the Use of the said *Eleanor Gery* for Life; Remainder to the Use and Behoof of all and every, or such One or more of the Child or Children of them the said *Thomas Milnes* the Intestate and *Eleanor* his intended Wife, between them Two lawfully to be begotten, for such Estate and Estates, and in such Shares and Proportions, and subject to such Charges, Powers, and Limitations as the said *Thomas Milnes* the Intestate and the said *Eleanor Gery* his intended Wife should in manner in the same Indenture mentioned limit or appoint; and in default of such joint Appointments, as to the said Messuages, Closes, Lands, Tenements, and Hereditaments conveyed by the said *Thomas Milnes* the Intestate, in case he should survive his said intended Wife, to the Use and Behoof of all and every such One or more of the Child or Children of the Marriage, and in such Shares and Proportions and subject to such Limitations as the said *Thomas Milnes* the Intestate should by Deed or Will, to be executed in manner therein stated, direct, limit, or appoint; and in default of all Appointment, as well of the said Estates and Premises conveyed by the said *Thomas Milnes* the Intestate as also the Third Part of the said Manor of *Bushmead Priory* otherwise *Bushmead Hall*, and the Estates, Hereditaments, and Premises conveyed by the said *William Gery*, as also of the said Manor, Lands, Hereditaments, and Premises conveyed by the said *William Gery* and *Eleanor Gery* jointly, to the Use and Behoof of all and every the Child and Children of the said *Thomas Milnes* the Intestate and *Eleanor Gery* equally, if more than One, Share and Share alike, and to the respective Heirs of such Child or Children for ever, to take severally (if more than One) as Tenants in Common and not as Joint Tenants; and in default of such Issue with divers Remainders over; and it was provided by the same Indenture that the said *Francis Rix* and *Jacob Costobadie*, the Trustees of the said Indenture, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, might, during the joint Lives of the said *Thomas Milnes* the Intestate and *Eleanor* his Wife, or the Life of the Survivor, in manner therein mentioned, sell the said undivided Third Part of the said Estates and Hereditaments conveyed by the said *William Gery* and *Eleanor Gery*, or either of them, to the Reverend *Hugh Wade Gery*, for One Third Part of such Price as the Entirety of the same Hereditaments should in manner therein stated be valued at, or in case the said *Hugh Wade Gery* should refuse to become the Purchaser thereof, then to any other Person or
Persons;

Persons; and it was thereby agreed that the Monies to arise by such Sale should be invested in the Purchase of other Messuages, Lands, Tenements, and Hereditaments, as well Freehold as Copyhold, to be settled to the same Uses as were thereby expressed and declared of and concerning the said undivided Third Part of the said Hereditaments and Premises thereby made saleable, and in the meantime to be placed in the Public Funds or invested in Real Securities, and the Dividends or Interest applied in the same Manner as the Rents and Profits of the said Estates to be purchased would be applied under the said Indenture of Release; and the said Master found that the said *Francis Rix*, One of the Trustees of the said last-mentioned Indenture, died many Years since, leaving the said *Jacob Costobadie* his Co-trustee, him surviving, and that the said *Jacob Costobadie* died in the Year One thousand eight hundred and twenty-eight, leaving the Defendant *Henry Palliser Costobadie*, his eldest Son and Heir at Law, him surviving; and the said Master found that the said undivided Third Part of the Estates, Hereditaments, and Premises conveyed by the said *William Gery* and *Eleanor Gery*, or either of them as aforesaid, had been sold to *William Hugh Wade Gery*, the eldest Son of the said *Hugh Wade Gery*, for the Sum of Twelve thousand six hundred Pounds; and that, for the Purpose of securing the Payment of the said Twelve thousand six hundred Pounds, with Interest for the same at the Rate of Four Pounds *per Cent.* a certain Term of One thousand Years was created in the said last-mentioned Estates, Hereditaments, and Premises; and that by an Indenture of Assignment and Mortgage bearing Date on or about the Ninth Day of *August* One thousand eight hundred and thirty-one, and made or expressed to be made between *Joseph Rix* and the Reverend *John Tomlinson Day*, therein respectively described, of the First Part, the said *William Hugh Wade Gery* of the Second Part, *Thomas Milnes* the Intestate of the Third Part, and the said *Henry Palliser Costobadie* of the Fourth Part, the said undivided Third Part or Share of the last-mentioned Estates and Hereditaments comprised in the said Term of One thousand Years, was assigned by the Parties and in the Manner in the said Indenture particularly mentioned, unto the said *Henry Palliser Costobadie*, his Executors, Administrators, or Assigns, with a Proviso for the Redemption of the said Mortgage and Interest in the Manner and at the Times in the same Indenture particularly stated; and the said Master found that by Indentures of Lease and Release bearing Date respectively the Twenty-fifth and Twenty-sixth Days of *May* One thousand eight hundred and three, the Release being made and duly executed by and between *Robert Montague*, therein described, of the First Part, the said *Thomas Milnes* of the Second Part, and *Nathaniel Highmore*, therein described, of the Third Part, in consideration of the Sum of Two thousand Pounds, all that Capital Messuage or Tenement called *Ashtons*, situate, standing, and being in *Brampton* in the said County of *Huntingdon*, abutting South or Southwards upon the common Street there, with a Dovehouse thereto adjoining and belonging; and also all that inclosed Piece or Parcel of Pasture Ground thereto adjoining and belonging, situate at *Brampton* aforesaid, called the *Grove Close*, containing by Estimation Two Acres and a Half, be the same more or less, with the Spinney therein;

therein; and also all that Holt or Close of Pasture thereto adjoining, containing by Estimation One Acre, be the same more or less, situate and being in *Brampton* aforesaid, and adjoining and belonging thereto, or by whatsoever other Name or Names or howsoever otherwise the same several Premises, or any Part or Parcel thereof, were or had been called or known, situate, lying, or being, abutted, bounded, distinguished, or described, which Premises were formerly the Estate and Inheritance of *James Lovesey*, afterwards of *Richard Lovesey*, and then or late in the Occupation of the said *Robert Montague*, together with the Appurtenances, were conveyed unto the said *Thomas Milnes*, his Heirs and Assigns for ever; and that by Indentures of Lease and Release bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and eight, and made or expressed to be made between *William Cooper*, therein described, of the one Part, and the said *Thomas Milnes* of the other Part, in consideration of the Sum of Two hundred Pounds, all that Piece of Ground whereon a Messuage or Tenement theretofore stood, situate, lying, and being in *Frisby on the Wreak* in the said County of *Leicester*, together with the Yard, Garden, Backside, and Appurtenances thereunto belonging, theretofore in the Tenure or Occupation of *William Black* or his Assigns or Undertenants, and then or late of *Matthew Berridge* or his Assigns, and also all that Homestead or Home Close to the said Piece of Ground adjoining and belonging, containing by Estimation One Acre Two Roods and Twelve Perches or thereabouts, be the same more or less, theretofore in the Tenure or Occupation of the said *William Black* or his Assigns or Undertenants, and then or late of the said *Matthew Berridge* or his Assigns, were granted and released unto the said *Thomas Milnes*, his Heirs and Assigns for ever, free from the Land Tax, which had been redeemed; and the said Master found that by Indentures of Lease and Release bearing Date respectively the Fifteenth and Sixteenth Days of *September* One thousand eight hundred and twenty-four, the Release being duly made and executed by and between *John Godby*, therein described, of the First Part, *Edward Edwards*, therein described, of the Second Part, *Henry Godby*, *Edward John Godby*, *Robert Vincent Godby*, and *Anne Godby*, therein respectively described, of the Third Part, *George Frederick Maule*, therein described, of the Fourth Part, the said *Thomas Milnes* of the Fifth Part, and *William Day*, therein described, of the Sixth Part, in consideration of the Sum of Seven hundred and five Pounds Eleven Shillings and Nine-pence to the said *Edward Edwards* paid by the said *Thomas Milnes*, all that Allotment or Plot or Parcel of Land or Ground situate, lying, and being in *Brampton* in the said County of *Huntingdon*, containing by Admeasurement Six Acres Three Roods and Thirteen Perches, more or less, with the Coppice or Spinney growing therein, bounded on the East by a certain old Inclosure belonging to the said *Robert Godby* in the Town of *Brampton* aforesaid, on a small Part of the South by the public Street of *Brampton* aforesaid, on the remaining Part of the South by an old Inclosure belonging to the said *Thomas Milnes* in the said Town of *Brampton*, on the West by an Allotment awarded on the Inclosure of *Brampton* aforesaid to *Andrew Barnaby*, and afterwards exchanged to Sir *Robert Barnard*, and on the North by the Turn-

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pike Road leading from *Huntingdon* to *Thrapston*, and which said Allotment, Plot, or Parcel of Land was then in the Tenure or Occupation of the Reverend *Robert Booth*, and also all that Cow Common or Right of Pasturage for One Cow, and Three Sheep Commons or Right of Pasturage for Three Sheep, and Five Eighths of a Sheep Common, in, upon, and over a certain Meadow in *Brampton* aforesaid called *Portholme Meadow*, which, upon the Inclosure of *Brampton* aforesaid, were awarded to the said *Robert Godby* deceased, in lieu of Rights of Common belonging or appertaining to all his Freehold Cottages, Lands, and Premises in *Brampton*, together with the Appurtenances, were conveyed unto and to the Use of the said *Thomas Milnes*, his Heirs and Assigns for ever; and the said Master found that by Indentures of Lease and Release bearing Date respectively the Twenty-fifth and Twenty-sixth Days of *May* One thousand eight hundred and twenty-nine, the Release being made between the Reverend *Thomas Hayes* of the First Part, *Robert Piper* of the Second Part, *Robert Lakeland* and *Charlotte* his Wife of the Third Part, *George Strickland*, *Paul Beilby Thompson*, and *George Lowther Thompson* of the Fourth Part, *Robert Kitching* of the Fifth Part, *John Kearsly* of the Sixth Part, *John Watson* of the Seventh Part, *Joseph Wardell* of the Eighth Part, *John Newton* of the Ninth Part, *Thomas Steele* and *Harriet* his Wife of the Tenth Part, *Thomas Mitchelson* and *Robert Shepherd* of the Eleventh Part, *Thomas Charter* of the Twelfth Part, the said *Thomas Milnes* of the Thirteenth Part, and *Marmaduke Prickett* the younger, therein respectively described, of the Fourteenth Part, in consideration of several Sums, making together the Sum of Four thousand eight hundred and thirty Pounds, paid as therein mentioned, all that Messuage, Tenement, or Farm House, with the Buildings and Farmstead thereunto belonging, commonly called or known by the Name of *Wythe Syke Farm* otherwise *Mill Field Farm*, situate in the Parish of *Middleton* in the County of *York*, and also all those several Fields, Closes, Pieces or Parcels of Land in the Parish of *Middleton* aforesaid, or One of them, occupied with the same Messuage, Tenement, and Farm, and called by the respective Names and containing by a recent Survey and Admeasurement the respective Quantities therein-after mentioned; (that is to say,) One Close, Piece, or Parcel of Land then called *Farr Ings*, commonly called *Middle Carr Close*, containing Twelve Acres and Twenty-five Perches; One other Close, Piece, or Parcel of Land, then called *Near Ings*, formerly called *Lyth Ings Close*, containing Nine Acres and Three Roods; One other Close, Piece, or Parcel of Land called *Farr Carr*, containing Four Acres One Rood and Fourteen Perches; One other Piece or Parcel of Land called *Middle Carr*, containing Seven Acres One Rood and Five Perches; One other Close, Piece, or Parcel of Land called *First Carr*, containing Six Acres and Thirty-eight Perches; One other Close, Piece, or Parcel of Land called *Little Carr*, containing Two Acres Three Roods and Eleven Perches; One other Close, Piece, or Parcel of Pasture Land called *Old Cow Pasture*, containing Seven Acres Two Roods and Thirty-one Perches; One other Close, Piece, or Parcel of Land called *Nursery Close*, containing Six Acres Two Roods and Twenty-nine Perches; One other Close, Piece, or Parcel of Land called *Seven Acres*, containing Seven Acres One Rood and Twenty

Perches; One other Close, Piece, or Parcel of Land called *House End Close*, containing Seven Acres and Twenty-seven Perches; One other Close, Piece, or Parcel of Land called the *Paddock*, containing Six Acres Two Roods and Nineteen Perches; One other Close, Piece, or Parcel of Land called the *Homestead Orchard and Stack Yard*, containing together Three Roods and Thirty Perches; One other Close, Piece, or Parcel of Pasture Land called *Cow Pasture*, containing Five Acres and Nineteen Perches; One other Close, Piece, or Parcel of Land called *Orchard End Close*, containing Four Acres Two Roods and Twenty-five Perches; One other Close, Piece, or Parcel of Land called *Four Acre Close*, containing Five Acres One Rood and Six Perches; One other Close, Piece, or Parcel of Land called *Potatoe Field*, containing Two Acres Two Roods and Twelve Perches; One other Close, Piece, or Parcel of Land, then called *Long Close*, formerly called *Carr Crofts*, containing Three Acres Three Roods and Thirty-two Perches; One other Close, Piece, or Parcel of Land called *West Street Field*, containing Four Acres Three Roods and Eighteen Perches; One other Close, Piece, or Parcel of Land called *East Street Field*, containing Three Acres One Rood and Ten Perches; all which said several Closes, Pieces, or Parcels of Land, containing together One hundred and eight Acres Three Roods and Eleven Perches, be the same several Dimensions more or less, and which said Messuage, Tenement, and Farm-house, Closes, Pieces, and Parcels of Land, and Hereditaments, were then late in the Occupation of *Thomas Clifford*, and then in the Occupation of *Thomas Foster* as Tenant thereof; and also all and all Manner of Tithes and Tenths, as well great as small, yearly arising, growing, renewing, issuing, or payable in, from, or out of the Whole and Entirety of the said Messuage, Tenement, or Farm-house, with the Buildings, Farmstead, Closes, Pieces or Parcels of Land, and Hereditaments therein before described and appointed and released, with their Appurtenances; together with their Appurtenances subject to the Payment of a certain annual Fee Farm Rent not exceeding Two Shillings and Sixpence, payable to *Richard Hill* Esquire, of *Thornton*, in Fee, were conveyed to the said *Thomas Milnes*, his Heirs and Assigns, for ever; and the said Master found that by Indentures of Lease and Release bearing Date respectively the Fifth and Sixth Days of *April* One thousand eight hundred and thirty, the Release being made or expressed to be made between *John Cuthbert Watson*, therein described, of the First Part, *Robert Scales Watson*, therein described, of the Second Part, the Reverend *Anthony Watson* and the Reverend *Robert Stephen Thompson*, therein respectively described, of the Third Part, the said *Thomas Milnes* of the Fourth Part, and *Paul Prickett*, therein described, of the Fifth Part, in consideration of the Sum of Three thousand Pounds by the said *Thomas Milnes* paid as the Purchase Money thereof, all that Messuage or Dwelling House and Farm Hold, with the Barns, Stables, and other Outbuildings thereto belonging, and the several Closes or Parcels of Ground therewith occupied, called or known by the several Names and containing by Estimation the several Quantities hereinafter mentioned; (that is to say,) the *Brewster West Ten Acre*, containing Nine Acres and Twenty-nine Perches, the *Brewster Ten Acre*, containing Eight Acres Three Roods and Twenty-four Perches, the *Hard Ing*, containing
Thirteen

Thirteen Acres One Rood and Nineteen Perches, the *Close* late *Green's*, containing Eight Acres Two Roods and Thirty Perches, the *Low Close*, containing Seven Acres One Rood and Eighteen Perches, the *Lane*, containing One Acre and Four Perches, the *Carr Close*, containing Twenty-one Acres Two Roods and Twenty Perches, the *Back of House Close*, containing Five Acres One Rood and Eighteen Perches, the *South of House Close*, containing Five Acres One Rood and Twenty-four Perches, the *Little Ing*, containing Eight Acres One Rood and Thirty Perches, the *Share Hagg*, containing Seven Acres and Eleven Perches, the *Potter Hagg*, containing Six Acres and Twenty-four Perches, the *Todd Hagg*, containing Five Acres Two Roods and Six Perches, the *Pasture Hagg*, containing Six Acres Two Roods and Fourteen Perches, and the *Little Cliff Close*, containing Five Acres One Rood and Thirty-four Perches, the *Beck House Hagg* and *Grones Hagg*, then in One, and containing together Seven Acres and Thirty-eight Perches, the *Sparw Hagg*, containing Four Acres Two Roods and Five Perches, and the *Suggets Hagg*, containing Four Acres and Four Perches; and also all and all Manner of Tithes whatsoever, as well great as small, yearly arising, issuing, renewing, coming, or growing in, upon, out of, or from the same Premises, or any Part thereof; all which said Messuages, Closes, Lands, Tithes, Hereditaments, and Premises thereby released were situate in the several Towns, Townships, Precincts, or Territories of *Middleton*, *Aislaby*, *Cropton*, and *Wrelton*, or some or One of them, and in the Parish of *Middleton* in the County of *York*, and were then in the Occupation of *Robert Sherwood* as Tenant thereof, were conveyed to the Use of the said *Thomas Milnes*, his Heirs and Assigns, for ever; and the said Master found that by Indentures of Lease and Release and Assignment bearing Date respectively the Nineteenth and Twentieth Days of *July* One thousand eight hundred and thirty, the Release being made or expressed to be made between *Thomas Charter* of the First Part, the Reverend *George Smith* of the Second Part, *Marmaduke Prickett* of the Third Part, *Christopher Boyes* of the Fourth Part, *William Boyes* of the Fifth Part, *William Brecon* of the Sixth Part, *Thomas Garbutt* and *Isaac Garbutt* of the Seventh Part, *Margaret Strickland* of the Eighth Part, *John Priest* of the Ninth Part, and the said *Thomas Milnes* of the Tenth Part; in consideration of several Sums, making together the Sum of Six thousand six hundred Pounds, by the said *Thomas Milnes* paid as the Purchase Money thereof in manner therein mentioned, all that Capital Messuage or Mansion House, with the Barns, Stables, Granaries, and other Outbuildings thereunto belonging, and the Homestead and Garths thereunto adjoining, containing Four Acres One Rood and Five Perches; and also the several Closes or Parcels of Ground then occupied therewith; (that is to say,) the *Stump Cross Close*, containing Seven Acres and Twenty-four Perches; Two Closes or Parcels of Ground called *Ratton Row Heads*, one containing Four Acres and Twenty-one Perches, the other Three Acres and Thirty-eight Perches; a Close or Parcel of Ground called *Ratten Row Bottoms*, containing Seven Acres One Rood and Thirty Perches; Nine Closes or Parcels of Ground called *Stump Cross Closes*, one containing Three Acres Three Roods and Eight Perches, another containing Two Acres Three Roods and Thirty-five Perches, another containing Three Acres

Acres and Twenty-nine Perches, another containing Three Acres Three Roods and Eighteen Perches, another containing Nine Acres Two Roods and Six Perches, another containing Six Acres and Thirteen Perches, another containing Six Acres One Rood and Nine Perches, another containing Three Acres Three Roods and Twelve Perches, and the other containing Three Acres One Rood and Nineteen Perches; Two other Closes or Parcels of Ground called the *High West Field* and the *Low West Field*, one containing Four Acres Three Roods and Twenty-six Perches, and the other Five Acres and Twenty-eight Perches; all which said Hereditaments and Premises were situate, lying, and being in *Sparwnton* aforesaid, and were then in the Occupation of the said *Thomas Charter*; and also all those Five several Closes or Parcels of Ground called *Righill Fields*, one containing Three Acres and Twenty-five Perches, another containing Three Acres and Twenty-seven Perches, another containing Eight Acres One Rood and Six Perches, another containing Four Acres and Twenty-one Perches, and the other containing Three Acres and Twenty-eight Perches, situate and being in the Township of *Hutton-in-the-Hole* in the Parish of *Lastingham* aforesaid, and then in the Occupation of the said *Thomas Charter*; and all those Four Closes or Parcels of Ground adjoining one upon another, commonly called or known by the Name of the *West Fields*, containing together by Estimation Twelve Acres, situate at *Sparwnton* aforesaid, and then in the Occupation of the said *Thomas Charter*; and all those Two Closes or Parcels of Ground adjoining upon each other, commonly called or known by the Name of *Linegate Closes*, containing Nine Acres Two Roods and Twenty-two Perches, more or less, situate at *Sparwnton* aforesaid; and also all that Messuage or Farm House, with the Outbuildings thereto belonging, then lately erected by the said *Thomas Charter* on Part of the said Premises at *Sparwnton* aforesaid, being near to the first-mentioned Messuage; together with the Appurtenances, were conveyed unto and to the Use of the said *Thomas Milnes*, his Heirs and Assigns for ever; subject nevertheless to certain Rights of Way in the said Indenture of Release mentioned; and by the same Indenture all that Close or Parcel of Ground called *Righill Field Close*, containing by Estimation Five Acres Three Roods and Ten Perches, and all those Two Closes or Parcels of Ground called *Righill Field Closes*, containing together by Estimation Seven Acres, situate at *Hutton* aforesaid, with their Appurtenances, were assigned unto the said *Thomas Milnes*, his Executors, Administrators, and Assigns, for the Residue of Two several Terms of One thousand Years and One thousand Years; and the said Master found that by Indentures of Lease and Release bearing Date respectively the Seventh and Eighth Days of *July* One thousand eight hundred and thirty-one, the Release being made or expressed to be made between *Thomas Charter* of the First Part, *Thomas Blakelock* of the Second Part, *David Holroyd* of the Third Part, and the said *Thomas Milnes* of the Fourth Part, in consideration of the Sum of Twenty Pounds to the said *David Holroyd* paid by the said *Thomas Milnes* as the Purchase Money thereof, all that small Piece of Ground whereon a Blacksmith's Shop had been then lately built, Parcel of a Close then lately belonging to the said *Thomas Charter*, and then to the said

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Thomas

Thomas Milnes, called the *Garths*, situate, lying, and being at *Spawnton* in the said County of *York*, extending in Length from North to South Ten Yards, and in Breadth Six Yards, bounded by the Town Street of *Spawnton* aforesaid on or towards the East, and by the Lands then late of the said *Thomas Charter*, and then of the said *Thomas Milnes*, on or towards the West, North, and South, together with the Appurtenances, were conveyed unto and to the Use of the said *Thomas Milnes*, his Heirs and Assigns for ever; and the said Master found that by Indentures of Lease and Release bearing Date respectively the Seventeenth and Eighteenth Days of *September* One thousand eight hundred and thirty-two, the Release being made or expressed to be made by and between *George Dixon* and *Theresa* his Wife of the First Part, *William Kay* of the Second Part, the said *Thomas Milnes* of the Third Part, and *William Smith* of the Fourth Part, in consideration of the Sum of Six thousand eight hundred and fifty Pounds by the said *Thomas Milnes* to the said *George Dixon* paid as the Purchase Money thereof, all that Messuage or Tenement and Farm House, with the Barns, Stables, Hovels, Buildings, and Homestead thereunto belonging, situate at *Foston* aforesaid, containing together Two Acres and Two Roods; also all those several Closes, Pieces, or Parcels of Land to the said Farm belonging, situate, lying, and being within the said Parish of *Foston* aforesaid, in that Part commonly called the *Lordship of Foston*; (that is to say,) the *Pasture Close*, containing Fifteen Acres and Thirty-four Perches, (then divided into Two Closes,) the *Cow Pasture*, containing Twenty-nine Acres and One Rood, (then divided into Three Closes,) and the *Sink*, containing Four Acres Two Roods and Seventeen Perches, more or less; all which said Premises are bounded towards the North by Lands in the Lordship of *Gembling*, towards the South by the Church Yard of the Parish Church of *Foston* aforesaid, the Town Street, and Lands of the Heirs or Devisees of *Ralph Creyke* Esquire, deceased, towards the East by Lands then late of *Francis Peake* but then of *Reaston Denton*, Lands then late of *Edward Harvey* Esquire but then of the said *George Dixon*, and thereby intended to be conveyed, and therein-after described, and Lands of Mister *Nettleton*, and towards the West by Lands of the Heirs or Devisees of the said *Ralph Creyke* deceased; also all those other Closes, Pieces, or Parcels of Land called *Salvidge Close*, containing Twenty-two Acres Two Roods and Eight Perches, (then divided into Two Closes,) and the *Far Hull Side Close*, containing Nine Acres and Sixteen Perches, more or less, which said last-mentioned Closes, (that is to say), *Salvidge Close* and *Farr Hull Side Close*, where bounded towards the North by Lands of *William Dixon*, towards the South and West by Lands of *Charles Rickaby* Esquire, and towards the East by the old River *Howe*; and all which Messuage, Homestead, and several Closes or Parcels of Land and Premises were then in the Occupation of the said *George Dixon*, or by whatsoever other Name or Names, Quantities or Number of Acres, Qualities or other Descriptions, the said Hereditaments and Premises, or any Part thereof, then or theretofore were or was called, known, or distinguished, bounded or described; and also all those yearly Sums of Money which by the Award made in pursuance of an Act of Parliament passed in the Seventeenth Year of the Reign of His Majesty *George* the Third, intituled *An Act for dividing and inclosing*

inclosing the open Arable Lands, Fields, Meadows, Pastures, Carrs, and other open Lands and Grounds within the Township of Foston in the East Riding of the County of York, were charged on the several Inclosures which in the Year One thousand seven hundred and eighty belonged to *Flinton Medforth*, *John Pickering*, and *Henry Stork*, and made payable to the Impropiator of the Rectory of *Foston* aforesaid; (that is to say,) Four Shillings for the Close of Ground containing One Acre Three Roods and Thirty-five Perches late belonging to the said *Flinton Medforth*, but now to the Heirs or Devisees of the said *Ralph Creyke* deceased, Four-pence for the Cottage and Croft containing Fifteen Perches then late belonging to the said *John Pickering* but then to *Jonathan Dunn*, and Eight-pence for the Cottage and Croft containing Nineteen Perches then late belonging to the said *Henry Stork* but then to *Matthew Stork*; and which said Messuage, Homestead, and several Closes or Parcels of Land and Premises were subject and liable to the Payment of Ten Shillings and Four-pence to the Archbishop of *York* and his Successors for ever, to the yearly Sum or Stipend of Eight Pounds to the Vicar of *Foston* aforesaid and his Successors for ever, and to the yearly Sums of Three Shillings and Four-pence to the Parish Clerk of *Foston* aforesaid for the Time being for ever, and also to a Moiety of the Expence of the perpetual Repairs of the Chancel of the Parish Church of *Foston* aforesaid, and also to the Payment of a Moiety of a Drainage Tax charged upon the said Premises, and upon other Premises late belonging to the said *William Wright* deceased, and by him devised to his Grandson *William Dixon*, which Moiety then amounted to the Sum of One Pound Five Shillings and Seven-pence Halfpenny or thereabouts; all those several Closes, Pieces, or Parcels of Arable, Meadow, or Pasture Ground situate, lying, and being in the Parish of *Foston* aforesaid, commonly called or known by the several Names and containing by Estimation the respective Quantities thereafter mentioned; (that is to say,) the *House Close*, Nine Acres Two Roods and Twenty-five Perches, the *Next to the House Close*, Eight Acres Two Roods and Thirty-eight Perches, the *Turker Close*, Eight Acres One Rood and Thirty-eight Perches, the *Far Turker Close*, Eight Acres Two Roods and Eleven Perches, the *Moor Close*, Five Acres Three Roods and Twenty-six Perches; which said Closes called the *House Close*, the *Next to the House Close*, the *Turker Close*, and *Far Turker Close*, were bounded towards the North by the Lordship of *Gembling*, towards the South by Lands of *Reaston Denton*, Lands of *Matthew Stork*, Lands of *William Dixon*, and the therein-after described Close called the *Moor Close*, towards the East by Lands of *Sir Thomas Ashton*, and Lands of the Heirs or Devisees of *Ralph Creyke* Esquire, deceased, and towards the West by Lands therein-before described; and which said Close called the *Moor Close* was bounded towards the North by the thereinbefore mentioned and described Close called the *Far Turker Close*, towards the South and East by the Lands of the Heirs or Devisees of *Ralph Creyke* Esquire, deceased, and towards the West by Lands of *Sir Thomas Ashton*; all which said several Closes or Parcels of Land and Premises were then in the Occupation of the said *George Dixon*, or by whatsoever other Name or Names, Quantities or Number of Acres, Qualities, or other Descriptions the said Hereditaments and Premises or any Part thereof

thereof then or theretofore were or was called, known, or distinguished, bounded or described; and also all and all Manner of Tithes of Corn, Hay, Flax, and Hemp, and all other Tithes, whether great or small, yearly growing, renewing, or arising in, out of, or upon the said Closes or Parcels of Land, Hereditaments, and Premises, therein-before particularly mentioned and described, or any Part or Parts thereof; all which said Closes or Parcels of Land and Premises were subject to the annual Fee Farm or King's Rent of Three Pounds Eleven Shillings and One Penny, and to the Land Tax charged thereon; were conveyed unto and to the Use of the said *Thomas Milnes*, his Heirs and Assigns, for ever; and the said Master found that, at a Special Court held for the Manor of *Brampton* in the County of *Huntingdon* on the Fifth Day of *July* One thousand eight hundred and three, the said *Thomas Milnes* was admitted Tenant, on the Surrender of *Robert Osborn* and *Henry Hanger*, to all that Plot, Piece, or Parcel of Ground, containing by Estimation Two Acres and Thirty-nine Perches, more or less, lying in *Green End* in *Brampton*, and the Appurtenances, to hold unto the said *Thomas Milnes*, his Heirs and Assigns, according to the Custom of the said Manor; and that at a General Court held for the said Manor on the Eighteenth Day of *November* One thousand eight hundred and three the said *Thomas Milnes* was admitted Tenant, on the Surrender of *Robert Montague*, to all that the Site of a certain Cottage or Tenement, with the Appurtenances, situate, lying, and being in *Green End* in *Brampton* aforesaid, then laid into and forming a Part of the said *Robert Montague's* Garden, which Cottage and Tenement was theretofore in the Occupation of *William Rawbottom*, and afterwards of *John Suter*, to hold unto the said *Thomas Milnes* and his Heirs, according to the Custom of the said Manor; and the said Master found that, at a General Court held for the said Manor on the Twentieth Day of *November* One thousand eight hundred and four, the said *Thomas Milnes* was admitted Tenant, on the Surrender of the said *Robert Montague*, to all that Plot or Parcel of Land or Ground containing by Statute Measure Two Acres Two Roods and Thirty-eight Perches, bounded on the East by an Allotment to *Nathaniel Beale*, on the South by the Second Allotment to *Edward Chandler*, on the West by an Allotment to *Robert Burridge*, on Part of the North by an Allotment to *Ann Ross*, on the remaining Part of the North by an Allotment to *Alice Baines*, together with the Right of stocking *Portholme Meadow* with Two Cows and Two Sheep, which said Plot or Parcel of Land or Ground and Right of stocking was set out and allotted to and for *Thomas Sculthorpe* by the Award of the Commissioners on the Inclosure of the said Parish of *Brampton* bearing Date the Nineteenth Day of *January* One thousand seven hundred and seventy-five, together with the Appurtenances, to hold unto the said *Thomas Milnes*, his Heirs and Assigns for ever, according to the Custom of the said Manor; and that at a General Court held for the said Manor on the said Twentieth Day of *November* One thousand eight hundred and four the said *Thomas Milnes* was admitted Tenant, on the Surrender of the said *Robert Montague*, to all that Plot or Parcel of Arable Land or Ground containing by Statute Measure Three Acres and Thirty Perches, bounded on the East by an Allotment to *Robert Burridge*,
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on the South and West by the Second Allotment to *Edward Chandler*, and on the North West and North by an Allotment to *Francis Ellington*, which said Plot or Parcel of Land or Ground was set out and allotted to and for *Thomas Jarvis* by the said Award for the Inclosure of the said Parish of *Brampton* bearing Date the said Nineteenth Day of *January* One thousand seven hundred and seventy-five, together with the Appurtenances, to hold unto the said *Thomas Milnes*, his Heirs and Assigns for ever, according to the Custom of the said Manor; and the said Master found that at a General Court held for the said Manor on the said Twentieth Day of *November* One thousand eight hundred and four the said *Thomas Milnes* was admitted Tenant, on the Surrender of the said *Robert Montague*, to all that Plot or Parcel of Land or Ground containing by Statute Measure Three Acres One Rood and Twenty-eight Perches, bounded on the East by an Allotment to *John Lawson*, on the South and West by an Allotment to *Mary Munday*, and on the North by the Second Copyhold Allotment to *Robert Godby*, together with the Right of stocking *Portholme Meadow* with One Cow and One Eighth and One Fourth of a Sheep, which said Plot or Parcel of Land or Ground and Right of stocking as aforesaid was set out and allotted to and for the said *Thomas Barlow* by the said Award for the Inclosure of the said Parish of *Brampton*, together with the Appurtenances, to hold unto the said *Thomas Milnes*, his Heirs and Assigns, according to the Custom of the said Manor; and from the several Deeds and Instruments therein-before stated the said Master found that the said infant Plaintiff *Eleanora Anne Julia Hunt Grubbe* was entitled, as Heiress at Law to her Mother the said *Charlotte Elizabeth Grubbe*, to the Messuages, Tenements, Lands, Hereditaments, and Premises situate at *Frisby on the Wreak* in the County of *Leicester*, and at *Newark upon Trent* in the County of *Nottingham*, being all the Hereditaments and Premises comprised in and conveyed by the therein-before recited Indentures of Lease and Release and Settlement of the Nineteenth and Twentieth Days of *September* One thousand seven hundred and ninety-six (except the undivided Third Part of the Hereditaments conveyed by the said *William Gery* and *Eleanor Gery* afterwards *Eleanor Milnes*, or either of them, and which were conveyed to the said *William Hugh Wade Gery*, as was therein-before particularly stated), and that as such Heiress at Law to her said Mother she was likewise entitled to the said Sum of Twelve thousand six hundred Pounds, the Purchase Money for the Third Part of the Hereditaments purchased by the said *William Hugh Wade Gery*, and which was secured by the therein-before mentioned Mortgage of the Ninth Day of *August* One thousand eight hundred and thirty-one, such Purchase Money being by the said Indentures of Settlement directed to be laid out in the Purchase of other Real Estate, to be settled to the same Uses as were in such Settlement declared concerning such undivided Third Part, and in the meantime invested in the Funds or on Real Security, and the Dividends and Interest thereof applied in such Manner as the Rents and Profits of the said Estates so to be purchased would be applied under the said Indenture of Settlement; and the said Master found that the said infant Plaintiff, as the Heiress at Law of her Grandfather the said Intestate

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Thomas

Thomas Milnes, was entitled to the several Messuages, Tenements, Pieces or Parcels of Land, Hereditaments, and Premises purchased by the said Intestate, and conveyed to him, his Heirs and Assigns, by the therein-before stated Indentures of Lease and Release of the Twenty-fifth and Twenty-sixth Days of *May* One thousand eight hundred and three, the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and eight, the Fifteenth and Sixteenth Days of *September* One thousand eight hundred and twenty-four, the Twenty-fifth and Twenty-sixth Days of *May* One thousand eight hundred and twenty-nine, the Fifth and Sixth Days of *April* One thousand eight hundred and thirty, the Nineteenth and Twentieth Days of *July* One thousand eight hundred and thirty, the Seventh and Eighth Days of *July* One thousand eight hundred and thirty-one, and the Seventeenth and Eighteenth Days of *September* One thousand eight hundred and thirty-two, and that she was entitled, as the Heiress at Law of the said Intestate, to the great and small Tithes yearly arising and growing out of the Land, Hereditaments, and Premises conveyed by the therein-before stated Indentures of the Twenty-sixth Day of *May* One thousand eight hundred and twenty-nine, the Sixth Day of *April* One thousand eight hundred and thirty, and the Eighteenth Day of *September* One thousand eight hundred and thirty-two, and that she was likewise entitled, as the Customary Heiress at Law of the said Intestate, to the several Copyhold Plots, Pieces, or Parcels of Land and Premises holden of the said Manor of *Brampton* in the said County of *Huntingdon*, comprised in the herein-before stated Admissions of the Fifth Day of *July* One thousand eight hundred and three, the Eighteenth Day of *November* One thousand eight hundred and three, and the Three several Admissions dated the Twentieth Day of *November* One thousand eight hundred and four; and the said Master found that by the Decree made on the Hearing of the said Cause, and dated the Thirteenth Day of *July* One thousand eight hundred and thirty-three, the said Defendant *Henry Palliser Costobadie* was directed to get in the said Mortgage Debt of Twelve thousand six hundred Pounds, and the Interest due thereon, and pay the same into the Bank, with the Privity of the Accountant General of this Court, in Trust in the said Cause, to an Account to be entitled "The Account of the Real Estate," and the same, when so paid, was directed to be laid out in the Purchase of Stock, as in the said Decree was particularly mentioned, but such Mortgage Debt had not then been called in, and was still due and owing, with a considerable Arrear of Interest thereon; and the said Master found that, in obedience to the Directions of an Order made in the said Cause on the Twenty-second Day of *May* One thousand eight hundred and thirty-three, the Sum of Nine thousand and seventy-eight Pounds Fourteen Shillings and Fourpence Three Pounds *per Cent.* Reduced Annuities standing in the Name of the said Intestate in the Books of the Governor and Company of the Bank of *England* was transferred into and was then standing in the Name of the Accountant General of this Court, in Trust in the said Cause, and by the said Decree it was referred to the said Master to take an Account of the Personal Estate of the said Intestate received by the said Defendant *James Andrew Hunt Grubbe* (who

(who was his Administrator), and of his Debts and Funeral Expences, but no such Accounts had been taken, and therefore it did not appear to him what Personal Estate the said infant Plaintiff was entitled to as the sole next of Kin of the said Intestate, further than it was stated before him on her Behalf that she would be entitled to the said Sum of Nine thousand and seventy-eight Pounds Fourteen Shillings and Four-pence Three Pounds *per Cent.* Reduced Bank Annuities; and the said Master found that, by another Order in the said Cause on the Eleventh Day of *July* One thousand eight hundred and thirty-three, the Sum of Nine hundred Pounds *per Annum* had been allowed for the Maintenance and Education of the said infant Plaintiff, during her Minority, to be paid out of Two hundred and seventy-two Pounds Seven Shillings, the annual Dividends of such Nine thousand and seventy-eight Pounds Fourteen Shillings and Four-pence Three Pounds *per Cent.* Reduced Annuities, so far as the same would extend, and the Remainder thereof, being Six hundred and twenty-seven Pounds Thirteen Shillings, out of the Rents and Profits of the Estates which descended to the said infant Plaintiff as the Heiress at Law of her said Grandfather the Intestate; and an Affidavit, sworn in the said Cause by the said Defendant *James Andrew Hunt Grubbe* on the Twenty-fourth Day of *February* One thousand eight hundred and thirty-four, had been laid before the said Master, wherein he stated that the said Infant Plaintiff was in the Tenth Year of her Age, and that the said Freehold Messuage, Farm, and Lands situate in the Parish of *Frisby on the Wreak* in the said County of *Leicester*, comprised in the said Indenture of Settlement, and containing about Two hundred Acres, were let to *John Berridge*, together with the said Piece of Land at *Frisby* aforesaid containing One Acre Two Roods and Twelve Perches, purchased by the said Intestate at the Rent of Three hundred and forty Pounds *per Annum*; and that the said Freehold Messuage, Outbuildings, and Two Closes of Land situate at *Newark upon Trent* aforesaid, also comprised in the said Indenture of Settlement, were let to *Joseph Withers* at the Rent of Ninety Pounds *per Annum*; and that the said Mansion called *Ashtons*, situate at *Bramptom*, was then untenanted; and that the said Freehold Messuage, Farm House, and Lands called *Wythe Syke Farm*, situate in the Parish of *Middleton* aforesaid, containing One hundred and eight Acres Three Roods and Eleven Perches, together with the great and small Tithes thereof, were let to *Stockton Gowland* at the annual Rent of One hundred and fifty Pounds *per Annum*; and that the said other Freehold Messuage or Dwelling House, Farm, and Lands situate in the Parish of *Middleton* aforesaid, containing One hundred and thirty-six Acres, together with the great and small Tithes thereof, were let to *Richard Humble* at the Rent of One hundred and fifty Pounds *per Annum*; and that the Freehold Messuage, Farm, and Lands situate at *Spawnton* and *Hutton in the Hole* in the Parish of *Lastingham* aforesaid, containing One hundred and twenty-two Acres, together with the Three Leasehold Closes, containing together Twelve Acres Three Roods and Ten Perches, situate at *Hutton in the Hole* aforesaid, were let to *Jonah Bulmer* at the Rent of One hundred and fifty Pounds *per Annum*; and that the said Freehold Messuage or Tenement, Farm, and Lands situate at *Foston* aforesaid,

said, containing One hundred and twenty-four Acres, together with the great and small Tithes thereof, were let to *George Dixon* at the Rent of Two hundred and seventeen Pounds *per Annum*; and that the said several Pieces of Copyhold Land held of the Manor of *Brampton* aforesaid were let at annual Rents amounting together to Forty Pounds or thereabouts; and in such Affidavit it was likewise stated, that the said several Estates to which the said Plaintiff was so entitled as aforesaid were situate in the respective Counties of *Leicester*, *Nottingham*, and *Huntingdon*, and in the East Riding of the County of *York*, and very far distant from each other, and neither of the said Estates consisting of more than Two hundred Acres of Land, or thereabouts, the Expence attending the Care and Management of them would considerably exceed that which would attend the Care of One compact Estate; and in consequence of the Smallness of the respective Estates the said Defendant *James Andrew Hunt Grubbe* found it difficult to meet with Persons of Experience and Respectability residing near to the said Estates willing to bestow upon them, for the Remuneration usually given, the Time and Attention which was required for a proper Superintendence of them; and that the Residence of the Defendant the infant Plaintiff's Father was distant upwards of One hundred Miles from *Brampton* in the County of *Huntingdon*, where the Estate nearest to his Residence was situate, and was upwards of Three hundred Miles from *Middleton* in the East Riding of the County of *York*; and the Three Estates in the County of *York* being many Miles separated from each other, and in a cross Country, where no public Conveyance could be met with, it was impracticable for the Plaintiff's said Father, without great Expence, to visit the said Estates, and that he was apprehensive that considerable Loss and Injury might arise to the Property of his Daughter the said Plaintiff by reason of the said Estates and Farms not being properly attended to and cultivated, and the Repairs of the Buildings thereon neglected, and also by reason of no one being on the Spot to collect the Rents when in arrear, whereby further Loss might arise, the Plaintiff's said Father having been already obliged to distrain upon the Farm in the County of *York* in the Occupation of *Jonah Bulmer* for One Year's Rent in arrear, and that the Mansion House on the said Estate at *Brampton* remained untenanted, and the Repairs thereof were attended with considerable Expence; and upon Consideration of the several Circumstances set forth in the said Affidavit, and likewise of the Age of the said infant Plaintiff, and of the Advantage to be derived by the concentrating of her Property in One Estate, and for that Purpose selling or exchanging the Parts thereof which were situated far apart from each other, the said Master certified that he was of opinion that it would be fit and proper and for the Benefit of the said infant Plaintiff that Application should be forthwith made to Parliament for Leave to bring in a Bill to enable the Sale of the before-mentioned Estates to which the said Infant was entitled as Heiress at Law and Customary Heir and as the next of Kin of the said Intestate *Thomas Milnes*, and also as the Heiress at Law of her Mother the said *Charlotte Elizabeth Grubbe*, or otherwise; and to enable and authorize the laying out of the Purchase Monies to arise therefrom, and also the said Sum of Twelve thousand six hundred Pounds, in the

Purchase of an Estate or Estates, to be conveyed, under the Direction of the said Court, to Trustees for the Petitioner, with such Powers as might be usual and proper with regard to granting Leases thereof, and otherwise, and that such Bill should contain proper Clauses to provide for the Maintenance and Education of the said infant Plaintiff, and Power to make Exchanges of the said Estates for other Real Estates, as well as to sell: And whereas by an Order of the said Court made in the said Cause, bearing Date the Eleventh Day of *March* One thousand eight hundred and thirty-four, it was ordered that the said Master's Report bearing Date the said Seventh Day of *March* One thousand eight hundred and thirty-four should be confirmed, and it was thereby ordered that the Defendant *James Andrew Hunt Grubbe*, as the Father and Guardian of the said Petitioner *Eleanora Anne Julia Hunt Grubbe*, the infant Plaintiff, should be at liberty to apply to Parliament for Leave to bring in a Bill for carrying into effect the Objects in the said Master's Report mentioned, and to obtain such Bill to be passed into a Law: And whereas the said several Estates to which the said infant *Eleanora Anne Julia Hunt Grubbe* is entitled, as in the said Master's Report mentioned, being respectively situate in the several Counties of *Leicester, Nottingham, Huntingdon*, and in Three different Parts of the County of *York*, and being very far distant from each other, and the largest of them consisting of little more than Two hundred Acres, the Expence attending the Care and Management of them would considerably exceed that which would attend the Care of One compact Estate, and it would therefore be for the Benefit of the said Infant that the Purposes mentioned in the said Master's Report should be carried into effect: And whereas the said several Estates and Premises set forth in the Schedule hereunto annexed are the several Estates mentioned and described in the respective Deeds and Admissions recited and set forth in the said Master's Report; and the said Intestate *Thomas Milnes* was also entitled to the Plot of Freehold Ground situate in *Brook Lane End* at *Brampton* aforesaid, containing One Acre One Rood and Nine Perches, described in the same Schedule: Therefore Your Majesty's most dutiful and loyal Subject the said *James Andrew Hunt Grubbe*, as the Father and Guardian of the said *Eleanora Anne Julia Hunt Grubbe*, the said Infant, in compliance with the said Order of the said High Court of Chancery bearing Date the Eleventh Day of *March* One thousand eight hundred and thirty-four, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the several Messuages, Lands, Tenements, Tithes, Hereditaments, and Estates particularly mentioned in the Schedule to this Act annexed, and all other the Freehold and Copyhold Hereditaments (if any) of or to which the said *Eleanora Anne Julia Hunt Grubbe* is now seised, possessed, or entitled, as Heiress at Law and Customary Heir of the said Intestate *Thomas Milnes*, and also as Heiress at Law of her Mother the said *Charlotte Elizabeth Grubbe*, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of all and singular the said Hereditaments

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Recital of Order, dated 11th March 1834, confirming the Master's Report.

Estates mentioned in the Schedule, and all other Estates of the Infant, and a Sum of 12,600*l.*, mentioned in the Master's Report, vested in Trustees, upon Trust to sell the

Estates, under the Direction of the Court of Chancery.

ments and Estates, and also the said Sum of Twelve thousand six hundred Pounds in the said Master's said Report mentioned, and the Security or Securities on which the same Sum of Twelve thousand six hundred Pounds is now invested, shall, from and immediately after the passing of this Act, be and the same are hereby absolutely vested in *Thomas Hunt Grubbe* of *Eastwell* in the Parish of *Potterne* in the County of *Wilts*, Esquire (being the said *Thomas Hunt Grubbe* named in the said Proceedings in Chancery as the next Friend of the said Infant,) and *Thomas Henry Sutton Bucknall Estcourt* of *New Park* in the said County of *Wilts*, Esquire, their Heirs, Executors, Administrators, and Assigns for ever, according to the Nature and Quality of the same Estates and Premises respectively, upon Trust that they the said *Thomas Hunt Grubbe* and *Thomas Henry Sutton Bucknall Estcourt*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, do and shall, as soon as conveniently may be, (with the Approbation and under the Direction of the High Court of Chancery, which Directions the said Court is hereby authorized to give upon Application from Time to Time in a summary Way by Petition by or on the Behalf of the said *Thomas Hunt Grubbe* and of *Thomas Henry Sutton Bucknall Estcourt*, or of the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, or by or on the Behalf of the Guardian or Guardians for the Time being of the said *Eleanora Anne Julia Hunt Grubbe* during her Minority, and such Direction may be given either by any general Order or Orders, or by such particular Order or Orders as the said Court shall think fit,) with all convenient Speed after the passing of this Act, absolutely sell and dispose of all the said Messuages, Lands, Tenements, Tithes, Hereditaments, and Estates by this Act vested in them the said *Thomas Hunt Grubbe* and *Thomas Henry Sutton Bucknall Estcourt*, either altogether or in Lots or Parcels, to any Person or Persons whomsoever, either by public Auction or private Contract, for the best Price or Prices that can be reasonably gotten for the same, with Liberty to buy in the same Hereditaments and Premises, and to re-sell the same without being answerable for any Loss which may happen in consequence of the Diminution of the Price upon the Re-sale; and do and shall convey the said Hereditaments to be so sold as aforesaid unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs, Executors, Administrators, and Assigns, or as he, she, or they shall direct or appoint.

Power to exchange.

II. And be it further enacted, That it shall be lawful for the said *Thomas Hunt Grubbe* and *Thomas Henry Sutton Bucknall Estcourt*, and the Survivor of them, and the Heirs and Assigns of such Survivor, (with the Approbation and under the Direction of the said Court of Chancery, which Direction the said Court is hereby authorized to give upon Application in a summary Way by Petition, as hereinbefore is mentioned and provided,) to dispose of and convey any Part of the Hereditaments and Estate hereby vested in them as aforesaid to any Person or Persons whomsoever in exchange for Freehold Estates of Inheritance in Fee Simple in Possession, to be situate in *England*, and either with or without any Customary or Copyhold Estates, not exceeding together One Sixth Part in Value of the Freehold Estates to be comprised in any One Exchange, which shall

be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances (except Chief or Quit Rents and Services and Leases at improved Rents); and also upon any such Exchange to accept or give any Sum or Sums of Money by way of Equality of Exchange.

III. And be it further enacted, That the Monies which shall arise from Sales or Exchanges made under the Provisions of this Act, and also the said Sum of Twelve thousand six hundred Pounds now invested on Mortgage as aforesaid, or so much thereof as shall from Time to Time be called in and received, shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*ex parte* the Purchasers of the Estates of *Eleanora Anne Julia Hunt Grubbe* an Infant," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates to be given by the said Accountant General, together with the Receipt or Receipts of the Cashier of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of such Monies as aforesaid, shall from Time to Time and at all Times hereafter be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to the Person or Persons paying the same, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for the Monies for which such Certificate or Certificates and Receipt or Receipts shall respectively be given; and that after filing such Certificate or Certificates and Receipt or Receipts, such Person or Persons, and his, her, and their Heirs, Executors, Administrators, and Assigns, shall be, and he, she, and they is and are hereby absolutely acquitted and discharged of and from the same Monies and every Part thereof, and he, she, and they shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Monies, or any Part thereof.

Purchase Monies to be paid into the Bank of England.

IV. And be it further enacted, That out of the Monies so to be paid into the Bank as aforesaid the Costs, Charges, and Expences attending the Sales and Exchanges hereby directed and authorized of the said Estates comprised in the Schedule to this Act, and the Execution of the Trusts of this Act, shall, in the first place, be paid and satisfied, and the Residue and Surplus of such Monies, and also the said Sum of Twelve thousand six hundred Pounds in the said Master's Report mentioned as aforesaid, shall with all convenient Speed, with the Consent of the Guardian or Guardians for the Time being of the said *Eleanora Anne Julia Hunt Grubbe* the Infant, be laid out and invested, under and subject to the Direction of His Majesty's High Court of Chancery, in pursuance of an Order or Orders for that Purpose to be obtained upon Motion or Petition in a summary Way, in the Purchase or Purchases of Freehold Estates of Inheritance in Fee Simple in Possession to be situate in some Part of *England*,

After Payment of Costs, Residue of the Monies to be laid out in the Purchase of other Estates to be conveyed to the Use of the Infant.

England, and either with or without any Customary or Copyhold Estates, not exceeding together One Sixth Part in Value of the Freehold Estates to be comprised in any One Purchase, as shall be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances, except Chief and Quit Rents and Services, and Leases at improved Rents; and all which said Estates so to be purchased as last mentioned, and also all Estates to be received in Exchange under the Powers and Authorities of this Act, shall be conveyed, settled, and assured under the Direction of the said Court, to the Use of or in Trust for the said *Eleanora Anne Julia Hunt Grubbe*, her Heirs and Assigns for ever.

Power to
grant
Leases.

V. Provided always, and be it further enacted, That after any such Purchase or Purchases, Exchange or Exchanges shall be made as aforesaid, it shall be lawful for the Trustees or Trustee for the Time being acting in the Execution of this Act, by and with the Direction of the said Court of Chancery, to be made on the Petition of the Guardian or Guardians for the Time being of the said *Eleanora Anne Julia Hunt Grubbe*, by any Indenture legally executed, to demise or lease all or any Part or Parts of the Hereditaments so to be purchased or received in Exchange, with the Appurtenances, to any Person or Persons, for any Term or Number of Years absolute, not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, so as there shall be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as there be contained in every such Demise or Lease a Condition of Re-entry for Nonpayment of the Rent or Rents thereby to be respectively reserved, and so as the Lessee or Lessees do execute a Counterpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not, by any Clause or Words therein to be contained, made punishable for Waste, or exempted from Punishment for committing Waste.

Power for
the Court of
Chancery to
make Orders
for the Im-
provement
of the Es-
tates.

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time, on the Petition of the Guardian or Guardians for the Time being of the said *Eleanora Anne Julia Hunt Grubbe* the said Infant, during her Minority, to make any Order or Orders for the Improvement of all or any Part of the present or future Estates of the said Infant, and for the Payment of the Expences of such Improvements out of the Income of any of the Property of the said Infant which shall be for the Time being under the Order and Direction of the said Court.

Until Pur-
chases shall
be made,
Money to be
laid out in
Navy or

VII. And be it further enacted, That in the meantime and until the Money to arise from such Sale or Sales, or so to be received for Equality of Exchange as aforesaid, and which shall not be applied in Payment of such Costs and Charges as aforesaid, shall be invested in such Purchase or Purchases as herein-before mentioned, the same shall

shall from Time to Time be laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy or Victualling Bills or Exchequer Bills (subject to the Enactment in that Behalf hereinafter contained), and the Money to be received for the said Bills as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling or Exchequer Bills; provided always, that it shall be lawful for the said Court of Chancery to make such general Order or Orders, or special Order or Orders, if necessary, as to the said Court shall seem fit, that whenever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in Exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Case the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; and all the said Navy or Victualling or Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon a Petition to be preferred to the said Court in a summary Way by or on the Behalf of the Guardian or Guardians for the Time being of the said *Eleanora Anne Julia Hunt Grubbe* during her Minority, or by or on behalf of the Trustees acting in the Execution of this Act, be ordered to be sold by the said Accountant General for the completing such Purchase or Purchases, Exchange or Exchanges hereby authorized to be made as aforesaid, in such Manner as the said Court shall direct; and if the Money arising by the Sale of any such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to the Rents and Profits of the Hereditaments directed to be purchased in case the same had not been actually purchased in pursuance of this Act, or to the Representative of such Person or Persons, as Part of his, her, or their Personal Estates.

Victualling
Bills, or
Exchequer
Bills.

VIII. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Orders as the said Court shall think expedient or reasonable, for allowing, taxing, or settling all Costs, Charges, and Expences incident to and attending the applying for and obtaining this Act, and preparatory thereto and in making the several Applications to the said Court in pursuance thereof, and in making and completing the Sale and Purchases hereby authorized to be made, or otherwise in carrying into execution the Trusts and Purposes of this Act; and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from any Sale or Sales of any Messuages, Lands, Tenements, Tithes, or Hereditaments under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Monise

Court of
Chancery
may make
Orders for
taxing and
paying
Costs.

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arising

arising by the Sale of the said Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Provision for Maintenance of the Infant.

IX. Provided always, and be it further enacted, That notwithstanding any thing herein-before contained it shall be lawful for the said Court of Chancery, from Time to Time after any such Sale or Sales shall be so made, and in the meantime and until such Purchases can be made and completed as aforesaid, in a summary Way, upon Petition by or on behalf of the Guardian or Guardians for the Time being of the said *Eleanora Anne Julia Hunt Grubbe* during her Minority, to order the Accountant General of the said Court to apply such Part or Parts as the said Court shall think fit of the Interest or Dividends which shall from Time to Time arise from the Monies to be so laid out in Navy, Victualling, or Exchequer Bills as aforesaid, and together with any Part of the Rents of the unsold Estates, and the Interest of the said Sum of Twelve thousand six hundred Pounds, or so much thereof as shall remain uninvested in the Purchase of Land as aforesaid, in Payment of the annual Sum already ordered and allowed, and of any Sum or Sums hereafter to be allowed by the said Court, for the Use, Maintenance, or Education of the said Infant *Eleanora Anne Julia Hunt Grubbe*, in such Manner as the said Court shall approve of.

Until Sale, Rents to be applied as if this Act had not passed.

X. And be it further enacted, That in the meantime and until the said Messuages, Lands, Tithes, Hereditaments, Estates, and Premises hereby authorized to be sold or exchanged as aforesaid shall be sold and disposed of by virtue of this Act, the Rents, Issues, and Profits thereof shall go to the same Persons, and be payable and applicable unto and for the same Intents and Purposes, as the same would have gone to or been payable or applicable unto and for in case this Act had not been passed.

Power for Appointment of new Trustees.

XI. And be it further enacted, That if the said *Thomas Hunt Grubbe* and *Thomas Henry Sutton Bucknall Estcourt*, or either of them, or the Trustees or Trustee to be from Time to Time nominated in their or his Stead, as herein-after directed, shall die, or desire to relinquish or to be discharged from, or shall neglect, decline, or refuse or become incapable to act in the Trusts hereby created, or shall go to reside beyond Seas before the same Trusts shall be completed and performed, then, and so often as any Event shall so occur, new Trustees or a new Trustee, as the Case may require, shall be nominated, substituted, or appointed by Order of the High Court of Chancery, to be made in a summary Way, upon Petition, pursuant to the Method prescribed by the Act of the Sixth Year of the Reign of His late Majesty King *George* the Fourth, Chapter Seventy-four, in the Stead of the Person or Persons so dying, or desiring to relinquish or to be discharged from, or neglecting, declining, or refusing or becoming incapable to act in the Trusts hereby created, or going to reside beyond Seas as aforesaid; and that after every such Nomination, Substitution, or Appointment shall have been so made, all and singular the said Trust Estates, Hereditaments, and Premises hereby vested in Trustees, or so much thereof as shall then remain undisposed of or unappointed and unapplied, shall, by a like Order, to be in like Manner

Manner obtained, be forthwith conveyed, transferred, and assured in such Manner that the same shall be and become legally and effectually vested in such new or substituted Trustees or Trustee, either alone or jointly with the continuing Trustee or Trustees, as the Circumstances may require, upon and for the Trusts, Intents, and Purposes hereby declared, or such of them as shall be then existing undetermined and capable of taking effect.

XII. And be it further enacted, That the Trustees or Trustee for the Time being acting under the Provisions of this Act, or their respective Heirs, Executors, or Administrators, shall not be charged or chargeable with or accountable for any more Money than they or he shall respectively actually receive by virtue of the Trusts hereby in them or him reposed, notwithstanding their or his joining in any Act for Conformity, and that neither of them shall be accountable for the Acts or Defaults of the other of them, nor for any Loss which may happen to the said Trust Estates, Hereditaments, and Premises, or any Part thereof, in the Execution of the Trusts hereby created, so as such Loss shall not happen through their, his, or her wilful Neglect or Default.

Indemnity to Trustees.

XIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Successors, Heirs, Executors, Administrators, and Assigns, (other than and except the said *Eleanora Anne Julia Hunt Grubbe*, her Heirs and Assigns, and all Persons claiming by, from, or under or in Trust for her or them,) all such Estates, Rights, Titles, Interests, Property, Claims, and Demands whatsoever, in or to the said Hereditaments by this Act authorized to be sold or disposed of as aforesaid, or any Part or Parts thereof, as they or any of them had before the passing of this Act, or could or might have had, enjoyed, or been entitled to if this Act had not been passed.

General Saving.

XIV. And be it further enacted, That this Act shall be printed by the several Printers to the King'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 to be printed by the King's Printers.

The SCHEDULE to which this Act refers.

Premises in the Parish of Frisby on the Wreak in the County of Leicester.

Premises.	State.	Quantity.		
		A.	R.	P.
JOHN BERRIDGE, Tenant.				
A Brick-built House, Barn, Stables, Malt House, Cow House, Cart Shed, and other Outbuildings, Orchard, Garden, &c.	- -	1	3	9
Cottage and Garden	- -	0	0	32
Leys Close (opposite House)	Grass	0	2	20
Ditto (adjoining, now in One,)	Ditto	1	2	18
Lady's Close (formerly part of Rotherby Field)	Ditto	9	3	38
Soft Meadow (including Roads)	Ditto	7	0	13
Dork Holme	Ditto	4	0	0
Spinney Ash Plantation	- -	0	2	33
The last-mentioned Three Parcels formerly formed Part of a Piece of Land in the Neither Meadow.				
Spinney Ash Plantation	- -	1	1	3
Hall Orchard and Close (now in One)	Grass	7	3	36
Banlands (formerly Part of the Common Field called Middle Field)	Ditto	25	1	30
Road to Ditto	Ditto	0	0	18
Great Close (including Roads)	Ditto	43	3	16
Little Beck	Ditto	21	2	32
The last-mentioned Two Closes formerly formed One Piece of Land, Part of the said Middle Field.				
Great Gorse	Grass	16	0	24
Stack Yard, Brick Stable, and an old Barn	- -	0	1	32
Far Gorse	Arable	10	1	32
Far Middle Gorse	Ditto	11	1	12
Near Middle Gorse	Ditto	9	0	10
The last-mentioned Five Parcels formerly formed Part of the said Middle Field, a Close called Lammas Close being added thereto.				
Old Lady's Close (near Appleby)	Grass	7	0	13
Iron Furlong	Ditto	21	1	26
Meadow	Ditto	7	0	0
The last-mentioned Three Parcels formerly formed One Piece of Land in the Upper Meadow and Kirby Field.				
Total Acres		-	-	209 1 7
The foregoing Premises are comprised in the Indenture of Settlement bearing Date the 20th of September 1796, excepting the Parcels thirdly and fourthly described, which were purchased by the said Intestate Thomas Milnes, and conveyed to him by the Indenture of the 20th of September 1808.				

At Newark upon Trent in the County of Nottingham.

Premises.	State.	Quantity.		
		A.	R.	P.
JOHN WITHERS, Tenant.				
A Messuage or Tenement, with Yard, Garden, Two Stall Stable, Shed, and Outbuildings in Stodman Street, formerly Fodnor Street - - - - }				
Another Messuage or Tenement, with Stables, Coach House, and Cart Shed, in Lombard (formerly Potterdike) Street, formerly used as Offices with the foregoing Messuage, now underlet to Thorpe - - - - }				
Two Closes of Arable and Pasture Ground called the Town End Closes, with a Brick-built Stable thereon - - - }	Meadow Arable	3 3	1 3	24 32
Total - - - -	- - -	7	1	16
The foregoing Premises are also described in the said Indenture of Settlement bearing Date the 20th of September 1796.				
<i>At Brampton in the County of Huntingdon.</i>				
A Capital Messuage or Tenement, formerly called Ashtons, with Stable and Outbuildings, Garden and Pleasure Ground, now untenanted - - - - }	- - -	1	3	32
Orchard - - - - - }	- - -	0	3	24
Home Close (formerly Grove Close and Spinney) - - - - }	Grass	2	1	10
The last-mentioned Premises were purchased by the said Thomas Milnes, and conveyed to him on the 24th May 1803.				
An Allotment, or Plot or Parcel of Ground, with a Coppice or Spinney growing thereon - - - - }	Grass	6	3	13
Cow Common, or Right of Pasturage, in a Meadow in Brampton called Portholme Meadow, for One Cow and Three Sheep; Commons, or Right of Pasturage, for Three Sheep and Five Eighths of a Sheep - - - - }				
The last-mentioned Premises were purchased by the said Intestate, and conveyed to him by Indenture dated the 16th of September 1824.				
A Piece of Copyhold Ground, held of the Manor of Brampton, lying in Green End (late Green's, now in the Tenure of Bird) - - - - - }	Grass	2	1	2
The last-mentioned Premises were purchased by the said Intestate, and he was admitted thereto on the 5th of July 1803.				
A Plot of Copyhold Ground, held of the said Manor (late Sculthorpes, now in the Tenure of Whitehead) }	Ditto	2	2	38
The Right of Pasturage on Portholme Meadow for Two Cows and Two Sheep.				
A Plot of Copyhold Ground, held of the said Manor (late Jervis, now in the Tenure of Allen) - - - - }	Ditto	3	0	30
A Plot of Copyhold Ground, held of the said Manor, situate in Marsh Lane (late Barton, now in the Tenure of Whitehead) - - - - - }	Ditto	3	1	28

[Private.]

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At Brampton in the County of Huntingdon—continued.

Premises.	State.	Quantity.		
		A.	R.	P.
The Right of Pasturage on Portholme Meadow for One Cow and One Eighth, and One Quarter of a Sheep. The Three last-mentioned Plots, &c. were purchased by the said Intestate, and he was admitted Tenant thereto on the 20th of November 1804, by Three separate Admissions.				
A Plot of Freehold Ground, situate in Brook End Lane } (late Baines, now in the Tenure of Bird) - }	Grass	1	1	9
Total -	Acres	24	3	26
<i>Estates in the County of York.</i>				
A Messuage, Tenement, or Farm House, with the Buildings and Farmstead thereto adjoining, called Wythe Syke Farm, otherwise Mill Field Farm, in the Parish of Middleton. Stockton Gowland, Tenant -				
Far Ings Close (formerly called Middle Carr Close) -	Arable	12	0	25
Near Ings Close (formerly called Lyth Ings Close) -	Ditto	9	3	0
Far Carr Close -	Ditto	4	1	14
Middle Carr Close -	Ditto	7	1	5
First Carr Close -	Ditto	6	0	38
Little Carr Close -	Ditto	2	3	11
Old Cow Pasture -	Ditto	7	2	31
Nursery Close -	Ditto	6	2	29
Seven Acres -	Ditto	7	1	20
House End Close -	Ditto	7	0	27
The Paddock -	Grass	6	2	19
Homestead, Orchard, and Stack Yard -	-	0	3	30
Cow Pasture -	Grass	5	0	19
Orchard End Close -	Arable	4	2	25
Four Acre Close -	Ditto	5	1	6
Potatoe Field -	Ditto	2	2	12
Long Close (formerly called Carr Crofts) -	Ditto	3	3	32
West Street Field -	Ditto	4	3	18
East Street Field -	Ditto	3	1	10
The great and small Tithes of the last described Premises.		108	3	11
The last-mentioned Premises were purchased by the said Intestate, and conveyed to him by Indenture bearing Date the 26th of May 1829, subject to the Payment of an annual Fee Farm Rent of 2s. 6d.				
<i>In the Towns, Townships, Precincts, and Territories of Middleton, Aislaby, Cropton, and Wrelton, or some or One of them, and in the Parish of Middleton, in the said County of York.</i>				
RICHARD HUMBLE, Tenant.				
A Messuage or Dwelling House and Farmhold, with the Barn, Stables, and other Outbuildings thereto belonging.				

In the Towns of Middleton, Aislaby, Cropton, and Wrelton — continued.

Premises.	State.	Quantity.		
		A.	R.	P.
The following Closes; viz.				
The Brewster West Ten Acre	Arable	9	0	29
The Brewster Ten Acre	Ditto	8	3	24
The Hard Ing	Ditto	13	1	19
The Close, late Green's	Ditto	8	2	30
The Low Close	Ditto	7	1	18
The Lane		1	0	4
The Carr Close	Arable	21	2	20
The Back of House Close	Grass	5	1	18
The South of House Close	Ditto	5	1	24
The Little Ing	Arable	8	1	30
The Share Hagg	Grass	7	0	11
The Potter Hagg	Ditto	6	0	24
The Todd Hagg	Ditto	5	2	6
The Pasture Hagg	Ditto	6	2	14
The Little Cliff Close	Arable	4	0	0
The Beck House Hagg and Grove's Hagg (now in One)	Ditto	7	0	38
The Spaw Hagg	Ditto	4	2	5
The Suggett Hagg	Ditto	4	0	4
		134	1	38
The great and small Tithes of the last-described Premises.				
The last-mentioned Premises were purchased by the said Intestate, and conveyed to him by Indenture, dated the 6th of April 1830.				
<i>At Spawnton and Hutton-in-the-Hole in the Parish of Lastingham in the said County of York.</i>				
JONAH BULMER, Tenant.				
A Messuage or Mansion House, with the Barns, Stables, Granaries, and other Outbuildings thereto belonging, and the Homestead and Garths thereunto adjoining, containing				4 1 5
The Stump Cross Close	Arable	7	0	24
Two Closes, called Ratten Row Heads;				
One containing	Grass	4	0	21
The other	Arable	3	0	38
Ratten Row Bottoms	Ditto	7	1	30
Seven Closes or Parcels of Ground, called Stump Cross Closes,				
One containing	Ditto	6	3	3
Another containing	Ditto	7	0	7
Another containing	Ditto	9	2	6
Another containing	Ditto	6	0	13
Another containing	Ditto	6	1	9
Another containing	Ditto	3	3	12
And the other containing	Ditto	3	1	19
The above Seven Closes were formerly Nine Closes.				

At Spawnton and Hutton-in-the-Hole in the County of York — continued.

Premises.	State.	Quantity.		
		A.	R.	P.
The High West Field - - - - -	Arable	4	3	26
The Low West Field - - - - -	Ditto	5	0	28
The foregoing Premises are situate at Spawnton.				
Five several Closes or Parcels of Ground called Righill Fields,				
One containing - - - - -	Ditto	3	0	25
Another containing - - - - -	Ditto	3	0	27
Another containing - - - - -	Ditto	8	1	6
Another containing - - - - -	Ditto	4	0	21
And the other containing - - - - -	Ditto	3	0	28
These Five Closes are situate at Hutton-in-the-Hole.				
Three Closes (formerly Four Closes), adjoining one upon } another, called West Fields, situate at Spawnton, con- } taining together - - - - -	Arable	12	0	0
Two Closes, adjoining upon each other, called Linegate } Closes, situate at Spawnton, containing together - - } - - - - -	Ditto	9	2	22
A Messuage or Farm House, with the Outbuildings erected on the Premises at Spawnton, near to the first-mentioned Messuage or Mansion House.				
		122	3	10
The foregoing Premises were purchased by the said Intestate, and conveyed to him by Indenture dated the 20th of July 1830.				
A Close of Ground called Righill Field Close - - - - -	Ditto	5	3	10
Two Closes or Parcels of Ground called Righill Fields, con- } taining together - - - - -	Ditto	7	0	0
		12	3	10
The said Three Closes, containing 12 A. 3 R. 10 P., are situate at Hutton-in-the-Hole, and are Leasehold for the Residue of Two several Terms of 1000 Years and 1000 Years; and were purchased by the said Intestate, and assigned to him by the said Indenture dated the 20th Day of July 1830.				
A small Piece of Ground, whereon a Blacksmith's Shop has lately been built; Parcel of a Close called the Garths, situate in Spawnton aforesaid, extending in Length from North to South Ten Yards, and in Breadth Six Yards, purchased by the said Intestate, and conveyed to him by Indenture dated the 8th Day of July 1831.				
<i>In the Parish of Foston in the said County of York.</i>				
ANN WALKER, Tenant.				
A Messuage or Tenement, and Farm House, with Barns, } Stables, Hovels, Buildings, Garden, Orchard, and Home- } stead thereunto belonging, containing together - - - }	- - -	2	2	0
The Pasture Close (divided into Two Closes) - - - - -	Grass	15	0	34

In the Parish of Foston in the County of York — continued.

Premises.	State.	Quantity.		
		A.	R.	P.
The Cow Pasture (divided into Three Closes)	} Grass Arable	19	2	0
The Sink		9	3	0
The Salvidge Close (divided into Two Closes)	} Grass Arable	4	2	17
The Far Hull Side Close		22	2	8
	} Ditto	9	0	16
The foregoing Premises were purchased, subject to the Payment of 10s. 4d. to the Archbishop of York and his Successors for ever, to the yearly Sum or Stipend of 8l. to the Vicar of Foston aforesaid and his Successors for ever, and to the yearly Sum of 3s. 4d. to the Parish Clerk of Foston aforesaid for the Time being for ever, and to a Moiety of the Expence of the perpetual Repairs of the Chancel to the Parish Church of Foston aforesaid, and to a Drainage Tax then amounting to £1 5s. 7½d. or thereabouts.				
The House Close	Ditto	9	2	25
The next to House Close	Ditto	8	2	38
The Turker Close	Ditto	8	1	38
The Far Turker Close	Ditto	8	2	11
The Moor Close	Ditto	5	3	26
The great and small Tithes on all the said Premises.				
Total		-	-	124 2 13

The last-described Premises were purchased by the said Intestate, and conveyed to him by Indenture dated the 18th of September 1832, subject to an annual Fee Farm Rent of £3 11s. 1d.; and by the same Indenture Three several yearly Sums of 4s., 4d., and 8d., charged upon certain Premises, as therein mentioned, were also conveyed to the said Intestate.

SUMMARY.

An Estate at Frisby-on-the-Wreak in the County of Leicester, let to John Berridge		209	1	7
An Estate at Newark-upon-Trent in the County of Nottingham, let to Joseph Withers		7	1	16
An Estate at Brampton in the County of Huntingdon:	A. R. P.			
The Mansion (at present untenanted), Garden, &c.	- - 11 3 39			
Lands, let to Bird, Whitehead, and Allen	- - 12 3 27			
		24	3	26

Estates in the County of York.

Wythe Syke Farm in the Parish of Middleton, let to Stockton } Gowland		108	3	11
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[Private.]

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Premises.	Quantity.		
	A.	R.	P.
An Estate in the Towns, Townships, Precincts, and Territories of Middleton, Aislaby, Cropton, and Wrelton, or some or one of them, and in the Parish of Middleton, let to Richard Humble	134	1	38
An Estate at Spawnton and Hutton-in-the-Hole, in the Parish of Lastingham, let to Jonah Bulmer			
	Freehold	122	3 10
	Leasehold	12	3 10
		135	2 20
An Estate in the Parish of Foston, let to Ann Walker		124	2 13
		745	0 11

Ja^s Savage Surveyor.

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