ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. 11.

An Act for enabling Sales to be made of Estates at *Manningham* in the Parish of *Bradford* and at *Idle* in the Parish of *Calverley*, both in the West Riding of the County of *York*, devised by the Will of *William Snell*; and for other Purposes.

[24th *July* 1854.

Will of William Snell dated 23d July 1812.

WHEREAS *William Snell*, late of *Otley* in the County of *York*, Gentleman, by his Will, dated on or about the Twenty-third Day of *July* One thousand eight hundred and twelve, duly signed and published as the Law then required for rendering valid the Devise of Freehold Estates, after bequeathing a pecuniary and several specific Legacies, left to his Servant *Elizabeth Gill*, then living with him, if she should continue to live with him until or at the Time of his Death, Ten Pounds a Year during her Life, payable as therein mentioned, and charged all his Estates, Real and Personal, with the Payment of the same; and the said Testator gave a like yearly Sum of Ten Pounds unto *Susannah Berry* of *Idle* in the said County of *York*, during her Life, payable as therein mentioned, with the Payment whereof he charged his Estates, Real and Personal; and the said Testator gave a like yearly Sum of Ten Pounds to

Elizabeth Fairbank of *Otley* aforesaid, Spinster, during her Life, to be paid as thererein mentioned, with the Payment whereof he charged all his Estates, both Real and Personal; and, subject to and charged as above, the said Testator gave One Half of his Real Estates (which Real Estates are the Messuages, Lands, and Hereditaments specified in the Schedule to this Act) unto his Sister *Dorothy Snell*, and to her Heirs and Assigns, for ever; and the said Testator gave unto the Reverend *James Landon* of *Aymestry* in the County of *Hereford*, Clerk, and the said *Dorothy Snell*, and to their Heirs, the other Half of his Real Estates, charged as above, upon trust, in the first place, to receive the Rents and Profits of his Real Estates from Time to Time during the Life of *Timothy Bainbridge* of *Aberford* in the said County of *York*, Land Surveyor, upon certain Trusts (which never took effect, by reason of the Death of the said *Timothy Bainbridge* in the Lifetime of the said Testator); and upon the Death of the said *Timothy Bainbridge* the said Testator willed that they should pay the Rents of the said Half of his Real Estates devised on trust, and from thenceforth to become due, unto his Sister *Mary Bainbridge* (then Wife of the said *Timothy Bainbridge*) during her Life; but if his said Sister *Mary* should die in the Lifetime of her said Husband, then the said Testator willed that upon the Death of the said *Timothy Bainbridge* they should pay the Rents above left to her his said Sister *Mary* unto the Testator's Niece *Anne Landon*, then the Wife of the said *James Landon*, from the Time of the Death of the said *Timothy Bainbridge*, as they should become due during her Life; and in like Manner the said Testator gave her the same upon the Death of his said Sister *Mary*, in case his said Sister *Mary* survived her Husband; and upon the Deaths of the Survivor of them his said Sister *Mary* and *Anne Landon*, the said Testator gave his said Real Estate devised in trust equally between and amongst all the Children of the said *Anne Landon*, to hold his Real Estates to them, their Heirs and Assigns, for ever, as Tenants in Common, unless she the said *Anne Landon* should otherwise dispose of the same or any Part thereof by Will in favour of One or more of her own Children by her then present or any future Husband, which he thereby empowered her to do, if she should think proper, notwithstanding her then present or any future Coverture; but in case she should die leaving no Child or Children her surviving, then he thereby empowered her to devise the same to whom and as she should think proper, either in Fee or otherwise; but if she should make no Disposal thereof, then the said Testator gave the said Half Part of his Property devised in trust to his own right Heirs for ever; and the said Testator appointed the said *James Landon* and *Dorothy Snell* Executor and Executrix and joint Trustees of that his Will: And whereas the said *Timothy Bainbridge* departed this Life on or about the Thirty-first Day of *May* One thousand eight hundred and sixteen, and was buried at *Aberford* aforesaid: And whereas the said

said *William Snell* the Testator departed this Life in the Month of *October* in the Year One thousand eight hundred and sixteen, and was buried at *Otley* aforesaid on or about the Seventh Day of the same Month, leaving the said *Dorothy Snell* and *Mary Bainbridge* his only Sisters and Co-heirs at Law, and without having altered or revoked in any Manner his said Will, which was duly proved in the Prerogative Court of the Archbishop of *Canterbury* on the Third Day of *March* One thousand eight hundred and seventeen by the said *James Landon* and *Dorothy Snell:* And whereas the said *Elizabeth Gill* hath departed this Life, and was buried at *Otley* aforesaid on the Twenty-fifth Day of *March* One thousand eight hundred and twenty-one, and the said *Susannah Berry* hath also departed this Life, and was buried at *Idle* aforesaid on the Fourteenth Day of *February* One thousand eight hundred and thirty, and the said *Elizabeth Fairbank* hath also departed this Life, and was buried at *Otley* aforesaid on the Fourteenth Day of *May* One thousand eight hundred and twenty-four: And whereas by an Indenture of Release, dated on or about the Twenty-ninth Day of *July* One thousand eight hundred and eighteen (grounded upon a Lease for a Year), and expressed to be made between the said *Dorothy Snell*, therein described as of *Aberford* aforesaid, Spinster, of the one Part, and *Thomas Bainbridge* of the City of *London*, Esquire, and *John Lamplugh Raper* of the City of *York*, Esquire, of the other Part, it was witnessed, that for the Considerations therein mentioned she the said *Dorothy Snell* did grant, bargain, sell, alien, release, and convey unto the said *Thomas Bainbridge* and *John Lamplugh Raper*, and to their Heirs and Assigns, all and singular the Messuages, Cottages, Dwelling Houses, or Tenements, Closes, Pieces, or Parcels of Land, Hereditaments, and Real Estate, situated, lying, and being in the said County of *York* or elsewhere, whereof, wherein, or whereunto she the said *Dorothy Snell* had any Estate, Right, Title, or Interest, in possession, reversion, remainder, or expectancy, or otherwise howsoever, (which included One Moiety or equal Half Part of the Messuages, Lands, Tenements, and Hereditaments comprised in the Schedule to this Act,) with the Appurtenances, to hold the same unto and to the Use of them, the said *Thomas Bainbridge* and *John Lamplugh Raper* and their Heirs and Assigns for ever, upon the Trusts, and for the Ends, Intents, and Purposes, and subject to the Powers, Provisoes, Declarations, and Agreements therein-after mentioned, expressed, and declared concerning the same; and it was by the Indenture now in recital further witnessed, that for the Considerations aforesaid she the said *Dorothy Snell* did assign certain Personal Estate and Effects unto the said *Thomas Bainbridge* and *John Lamplugh Raper*, their Executors and Administrators, upon the Trusts and to and for the Ends, Intents, and Purposes therein-after expressed and declared concerning the same; and it was by the Indenture now in recital declared and agreed, that the said Real and Personal Estate and Effects, and all other

Indenture dated 29th July 1818.

other the Premises thereby granted, released, and assigned respectively, were so granted, released, and assigned unto the said *Thomas Bainbridge* and *John Lamplugh Raper*, their Heirs, Executors, and Administrators, upon trust to permit and suffer the said *Dorothy Snell* and her Assigns to receive and take the Rents, Issues, and Profits of the said Real Estate, and also to have, use, and enjoy the said Personal Estate for her Life, and from and after her Decease then upon trust to pay the Rents, Issues, and Profits of the said Real Estate, and the Income of the Monies arising from the said Personal Estate, when and as received, unto the said *Mary Bainbridge* or her Assigns during her Life, and from and after her Decease upon trust to pay the same Rents, Profits, and Income unto the said *James Landon* and *Anne* his Wife during their joint natural Lives, and to the Survivor of them during his or her Life, to be by them, him, or her applied in their Maintenance, and in the Maintenance, Education, and bringing up of the Children of the said *Anne Landon* by the said *James Landon*, and from and after the Decease of the Survivor of them the said *James Landon* and *Anne* his Wife, then upon trust that they the said *Thomas Bainbridge* and *John Lamplugh Raper*, and the Survivor of them, or the Heirs, Executors, or Administrators of such Survivors, should convey, assign, and transfer all the said Real and Personal Estate unto and equally amongst such of the Children of the said *Anne Landon* by her said Husband as should be living at the Decease of the Survivor of them the said *James Landon* and *Anne* his Wife, and the lawful Children of such of them as should be then dead, and to their respective Heirs, Executors, and Administrators, Share and Share alike, as Tenants in Common; and it was by the Indenture now in recital provided, that the Children of any deceased Child or Children, and their Heirs, Executors, and Administrators, should take no greater Share or Interest in the said Real and Personal Estate than their deceased Parent or Parents would have taken if living; and it was by the Indenture now in recital also provided, that in case any of the said Children of the said *Anne Landon*, or the Children of any deceased Child, should not have attained the Age of Twenty-one Years at the Death of the Survivor of them the said *James Landon* and *Anne* his Wife, then upon trust, that they the said *Thomas Bainbridge* and *John Lamplugh Raper*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should pay and apply the Rents of the Share or respective Shares of such Children as should be so under Age in their respective Maintenance and Education during their respective Minority; and it was by the Indenture now in recital further provided, that in case any of the said Children of the said *Anne Landon*, or the Children of any deceased Child so being under the Age of Twenty-one Years at the Death of the Survivor of them the said *James Landon* and *Anne* his Wife, should happen to die before he or they should attain the said Age of Twenty-one Years,

Years, leaving lawful Issue, then upon trust that they the said *Thomas Bainbridge* and *John Lamplugh Raper*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should release, assign, and transfer the Share or Shares of such Child or Children, or the Children of any deceased Child so happening to die, unto and equally between and amongst such Issue, and their Heirs, Executors, and Administrators, as Tenants in Common, but if any such Child or Children of the said *Anne Landon*, or the Children of any deceased Child, should happen to die as last aforesaid without leaving lawful Issue, then upon trust to release, assign, and transfer the Share or Shares of such Child or Children so dying unto and equally amongst the Survivors of such Children of the said *Anne Landon* as should be then living, and the lawful Children of such of them as should be then dead, and their respective Heirs, Executors, and Administrators, as Tenants in Common, but so as the Children of any deceased Child, and their Heirs, Executors, and Administrators, should take no greater Share of any deceased Child's Share than his or her deceased Parent or Parents would have taken if living, and so as the surviving Children of any deceased Child of the said *Anne Landon* should take the whole of his, her, or their deceased Brother or Sister's Share; and it was by the Indenture now in recital further provided, that in case the said *Anne Landon* should depart this Life without leaving any such Child or Children, or Issue of any deceased Child or Children, or leaving such, and they should all die under the said Age of Twenty-one Years, and without Issue, then upon trust that they the said *Thomas Bainbridge* and *John Lamplugh Raper*, or the Survivor of them, his Heirs, Executors, and Administrators, should release and convey and assign all the said Real and Personal Estate to such Person or Persons, for such Estate and Estates, and to and for such Ends, Intents, and Purposes, and subject to such Powers, Provisoes, Declarations, and Agreements, as the said *Anne Landon*, whether covert or sole, and notwithstanding her Coverture, should by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Codicil thereto, to be by her signed and published in the Presence of Three or more such Witnesses, direct, limit, or appoint, give, devise, or bequeath the same, and in default of such Direction, Limitation, Appointment, Gift, Devise, or Bequest, then upon trust to release and convey all the said Real Estate unto such Person or Persons as should be the Heir or Heirs at Law of the said *Anne Landon*, and their Heirs; and it was by the Indenture now in recital also provided, that if the said Trustees thereby nominated and appointed, or their Heirs, Executors, and Administrators, or any future Trustee or Trustees to be appointed in the Stead or Place of them or any of them, as therein-after mentioned, should die, or be

desirous of being discharged from or refuse or decline or be incapable to act in the Trusts thereby in them respectively reposed as aforesaid, before the said Trusts or any of them should be fully executed or discharged, then and in such Case, and when and so often as the same should happen, it should be lawful for the said *Dorothy Snell* during her Lifetime, and after her Decease for such Person as should be then entitled to the Benefit of the said Trust Estates, Monies, and Premises, during such Time as such Person respectively should be of full Age, and for their respective Guardians during their respective Minorities, by any Writing or Writings under their, his, or her Hands and Seals or Hand and Seal, and to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and that when and so often as any new Trustee or Trustees should be nominated or appointed as aforesaid, all the Trust Estates, Monies, and Premises should be thereupon with all convenient Speed conveyed, assigned, and transferred in such Manner and so as that the same might be legally vested in the surviving or continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises respectively, and such new or other Trustee and Trustees, or if there should be no continuing Trustee or Trustees, then in such new Trustee or Trustees only, upon the same Trusts as were thereinbefore declared, or such of them as should be then subsisting undetermined or capable of taking effect, and that every such new Trustee and Trustees might in all things act and assist in the Execution of the Trusts to which they should be so appointed (in conjunction with the then surviving or continuing Trustee or Trustees of the same Trust Estates and Premises, if there should be any such continuing Trustee or Trustees thereof, if not then by themselves), as fully and effectually as if he or they had been originally in and by the Indenture now in recital nominated a Trustee or Trustees: And whereas the said *Dorothy Snell* died in or about the Month of *September* One thousand eight hundred and thirty-one, and was buried at *Otley* aforesaid, leaving the said *Mary Bainbridge* her Heir-at-Law: And whereas by an Indenture of Appointment and Release, dated on or about the Eighteenth Day of *December* One thousand eight hundred and thirty-two, (grounded, so far as the same operated as a Release, on a Lease for a Year,) and expressed to be made between the said *Thomas Bainbridge* of the First Part, the said *Mary Bainbridge* of the Second Part, and *John Leathley Armitage* of *Brackenborough* near *Thirsk* in the said County of *York*, Esquire and the Reverend *William Taylor* of the said City of *York*, Clerk of the Third Part, after reciting, amongst other things, that the said *John Lamplugh Raper* had departed this Life, leaving the said *Thomas*

Indenture dated 18th Dec. 1832.

Thomas Bainbridge, his Co-Trustee, him surviving, and that the said *Thomas Bainbridge* was desirous of being discharged from the Performance of the Trusts of the herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and eighteen, it was by the Indenture now in recital witnessed, that in pursuance and exercise of the Authority, Power, and Direction in and by the herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and eighteen given to and then vested in the said *Mary Bainbridge*, she the said *Mary Bainbridge* did appoint the said *John Leathley Armitage* and *William Taylor* to be Trustees in the Stead or Place of the said *Thomas Bainbridge*. and *John Lamplugh Raper*, to perform the Trusts of the said Indenture; and it was by the Indenture now in recital also witnessed, that he the said *Thomas Bainbridge*, at the Request and by the Direction of the said *Mary Bainbridge* (testified as therein mentioned), did bargain, sell, and release unto the said *John Leathley Armitage* and *William Taylor*, and to their Heirs and Assigns, all and singular the Messuages, Cottages, Dwelling Houses, or Tenements, Closes, Pieces, or Parcels of Land, Hereditaments, and Real Estate, situaté, lying, and being in the said County of *York*, or elsewhere, then late belonging to the said *Dorothy Snell* deceased, and which were conveyed to the said *Thomas Bainbridge* and *John Lamplugh Raper* by the herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and eighteen, and became vested in the said *Thomas Bainbridge* by Survivorship as aforesaid, with the Appurtenances, to hold the same unto and to the Use of the said *John Leathley Armitage* and *William Taylor*, their Heirs and Assigns, for ever, upon such and the same Trusts, nevertheless, and to and for such and the same Intents and Purposes, and under and subject to such and the same Powers, Provisoes, Declarations, and Agreements, as were in and by the said Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and eighteen mentioned, expressed, declared, and contained, and were then subsisting, of or concerning the same Premises: And whereas, upon Investigation, it appears that the said *John Lamplugh Raper*, who has assumed the additional Name of *Lamplugh*, and is now called *John Lamplugh Lamplugh Raper*, is still living, and the Recital of his Death contained in the lastly herein-before recited Indenture is incorrect: And whereas the said *John Lamplugh Lamplugh Raper* never executed the before-recited Indenture of Settlement, or the Lease for a Year on which the same is grounded, and never acted in the Trusts thereof, and always refused so to do: And whereas by a Deed Poll under the Hand and Seal of the said *John Lamplugh Lamplugh Raper*, dated on or about the Thirty-first Day of *May* One thousand eight hundred and fifty-four, the said *John Lamplugh Lamplugh Raper* absolutely and irrevocably disclaimed and renounced all the Real and Personal Estates and Effects whatsoever

Deed Poll dated 31st May 1854.

soever by the herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and eighteen conveyed and assigned unto and to the Use of the said *Thomas Bainbridge* and *John Lamplugh Lamplugh Raper*, their Heirs, Executors, Administrators, and Assigns respectively, or expressed and intended so to be, and all the Trusts, Powers, and Authorities thereby given to or vested in the said *Thomas Bainbridge* and *John Lamplugh Lamplugh Raper*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, and all Rights and Privileges thereunto relating or thereunto in anywise belonging or annexed: And whereas the said *Mary Bainbridge* by her Will dated on or about the Eighteenth Day of *October* One thousand eight hundred and twenty-eight, duly signed and published as the Law then required for rendering valid Devises of Freehold Estates, after directing her just Debts, Funeral and Testamentary Expenses, to be paid out of her Personal Estate, gave, devised, and appointed all and every her Messuages, Cottages, Lands, Tenements, and Premises, and Parts and Shares of Messuages, Cottages, Lands, Tenements, and Premises, situate and being in the several Parishes of *Sherburn*, *Berwick*, and *Otley*, or elsewhere in the said County of *York*, whether Freehold, Leasehold, or Copyhold, and whether in possession, reversion, remainder, or expectancy, (and which comprised the Messuages, Lands, and Hereditaments specified in the Schedule to this Act to which she was entitled as one of the Coheirs of the said *William Snell*, and as Heir-at-Law of the said *Dorothy Snell*, in the event of the Death of the said *Anne Landon* leaving no Child or Children her surviving, and without disposing of the said Messuages, Lands, and Hereditaments,) unto and to the Use of the said *James Landon* and *Anne* his Wife, for the Term of their joint Lives, and the Life of the longest Liver of them, without Impeachment of Waste; and from and after the Decease of the Survivor of them the said Testatrix gave and devised and appointed the same Tenements unto and to the Use of all and every the Child and Children of the said *James Landon* and *Anne* his Wife who should be then living, or who, if dead, should have left any Issue of his, her, or their Body or Bodies living at the Decease of the Survivor of them the said *James Landon* and *Anne* his Wife, to be equally divided between or amongst such Children, their several and respective Heirs, Executors, Administrators, and Assigns, for ever; and the said Testatrix appointed the said *James Landon* and *Anne* his Wife Executor and Executrix of that her Will: And whereas the said Testatrix departed this Life on or about the Twenty-seventh Day of *April* One thousand eight hundred and thirty-nine, and was buried at *Aberford* aforesaid, without having in any Manner altered or revoked her said Will, which was duly proved in the Perogative Court of *Canterbury* on the Twenty-sixth Day of *June* One thousand eight hundred and forty by the said *James Landon* and *Anne* his Wife: And whereas the said *Mary Bainbridge*

Will of Mary Bainbridge, dated 18th Oct. 1828.

Bainbridge left the said *Anne Landon* her only Child and Heir-at-law: And whereas by Articles of Agreement made and entered into the First Day of *April* One thousand eight hundred and thirty-three between the said *James Landon* of the one Part and *Robert Stables Ackroyd* of *Field Head* in *Horton* in the Parish of *Bradford* aforesaid, Worsted Stuff Manufacturer, of the other Part, the said *James Landon* agreed to sell and the said *Robert Stables Ackroyd* agreed to purchase a Piece of Land containing One Acre Nineteen Perches and Twenty-eight Yards, situate at *Manningham* aforesaid, and specified in the Schedule to this Act, for the Sum of Five hundred and sixty-two Pounds Five Shillings and Fourpence: And whereas the said *James Landon* died on or about the Third Day of *March* One thousand eight hundred and fifty, without having by his Will disposed of the Estates vested in him as Trustee, leaving *James Timothy Bainbridge Landon*, his only Son, his Heir-at-Law: And whereas the said *Anne Landon* was a Spinster when she intermarried with the said *James Landon*, and hath not been married since his Decease: And whereas the said *Anne Landon* hath had Issue by the said *James Landon* her Husband Nine Children, and no more, all of whom are now living, and have attained the Age of Twenty-one years, (namely,) *Anne Landon*, *Mary Elizabeth Landon*, *Caroline Landon*, *Lucy Landon*, *Dorothy Snell Landon*, *James Timothy Bainbridge Landon*, *Barbara Landon*, *Julia Landon*, and *Isabella Jane Landon*: And whereas on the Seventeenth Day of *May* One thousand eight hundred and thirty-one the said *Anne Landon* the Daughter intermarried with the Reverend *Charles Medhurst* Clerk, (who hath since duly assumed and taken the Surname of *Wheler* in lieu of that of *Medhurst*,) and is now his Wife, and hath Issue Seven Children, and no more, (that is to say,) *Annie Maria Wheler*, who hath attained her Age of Twenty-one Years, and *Elizabeth Hastings Wheler*, *Caroline Wheler*, *Charles Wheler Wheler*, *Catherine Sibylla Wheler*, *Julia Fanny Wheler*, and *Flora Hastings Wheler*, who are respectively Infants under the Age of Twenty-one Years: And whereas on the Nineteenth Day of *July* One thousand eight hundred and forty-two, the said *Mary Elizabeth Landon* intermarried with and is now the Wife of *George Pyemont Smith* M.D., and hath Issue Three Children, and no more. (namely,) *Georgina Lucy Smith*, *Walter Landon Smith*, and *Mary Isabella Elizabeth Smith*, who are respectively Infants under the Age of Twenty-one Years: And whereas on the Seventh Day of *October* One thousand eight hundred and thirty-four the said *Caroline Landon* intermarried with and is now the Wife of *Richard Atkinson* Esquire, but she hath had no Issue: And whereas on the Nineteenth Day of *June* One thousand eight hundred and thirty-eight the said *Lucy Landon* intermarried with and is now the Wife of the Reverend *George Henry Whitaker* Clerk, and hath Issue Five Children, and no more, (namely,) *George Henry Whitaker*, *James Arthur Whitaker*, *John Landon Whitaker*,

Articles of Agreement for Sale of Piece of Land at Manningham, dated 1st April 1833.

Whitaker, *Lucy Eleanor Whitaker*, and *Herbert William Whitaker*, who are respectively Infants under the Age of Twenty-one Years: And whereas on the Nineteenth Day of *June* One thousand eight hundred and thirty-eight the said *Dorothy Snell Landon* intermarried with and is now the Wife of *Francis Watt* Esquire, and hath Issue Six Children and no more, (namely,) *Francis James Watt*, *James Landon Watt*, *John Charles Watt*, *Edmund William Watt*, *Annie Sarah Watt*, and *Arthur Reginald Watt*, who are respectively Infants under the Age of Twenty-one Years: And whereas on the Thirteenth Day of *July* One thousand eight hundred and forty-seven the said *James Timothy Bainbridge Landon* intermarried with *Sarah Watt*, and hath Issue Two Children, and no more, (namely,) *James Mark Landon* and *Charles Whittington Landon*, who are respectively Infants under the Age of Twenty-one Years: And whereas on the Sixteenth Day of *May* One thousand eight hundred and forty-four the said *Barbara Landon* intermarried with and is now the Wife of *Thomas Daniel Fearon Tatham* Esquire, but hath no Issue: And whereas on the Tenth Day of *June* One thousand eight hundred and fifty-one, the said *Julia Landon* intermarried with and is now the Wife of the Reverend *Richard Gregory Chalk* Clerk, and hath Issue Two Children, (namely,) *William James Chalk* and *Charles Gregory Chalk*, who are respectively Infants under the Age of Twenty-one Years: And whereas on the Sixteenth Day of *November* One thousand eight hundred and fifty-two the said *Isabella Jane Landon* intermarried with and is now the Wife of the Reverend *Charles Page Eden* Clerk, and hath Issue One Child, (namely,) *Charles Page Eden*, an Infant under the Age of Twenty-one Years: And whereas the Messuages, Lands, and Hereditaments specified in the Schedule to this Act, late the Estate of the said *William Snell*, are situate in the Township of *Manningham* in the Parish of *Bradford*, and in *Idle* in the Parish of *Calverley*, both in the West Riding of the said County of *York*, and are conveniently situate for the Purpose of building, and may be sold at great Advantage, and it would improve the Value of the same Estates, and be greatly for the Interest of the several Persons who now are and the several Persons who may hereafter become interested under the herein-before recited Will of *William Snell*, and the herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and eighteen, and the herein-before-recited Will of the said *Mary Bainbridge*, in the said Trust Estates or the Produce thereof, if the same Estates were vested in Trustees, absolutely discharged from the Trusts and Provisions of the same several recited Wills and Indenture respectively, but upon such Trusts and with such Powers and Provisions as might enable the said Agreement so entered into with the said *Robert Stables Ackroyd* for the Sale to him of the said Piece of Ground to be carried into effect, and effectual Sales of the same Estates

Estates to be made, and if the Money received on such Sales were settled upon such Trusts as the Estates sold are respectively subject to: And whereas, by reason of the several Trusts contained in the said herein-before recited Wills and Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and eighteen respectively, the several Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Anne Landon*, the said *Charles Wheler* (on behalf of himself and the said *Elizabeth Hastings Wheler*, *Caroline Wheler*, *Charles Wheler Wheler*, *Catherine Sibylla Wheler*, *Julia Fanny Wheler*, *and Flora Hastings Wheler*, his Infant Children), and the said *Anne Wheler* the Wife of the said *Charles Wheler*, and *Annie Maria Wheler*, and the said *George Pyemont Smith* (on behalf of himself and the said *Georgina Lucy Smith*, *Walter Landon Smith*, and *Mary Isabella Elizabeth Smith*, his Infant Children), and the said *Mary Elizabeth* the Wife of the said *George Pyemont Smith*, and the said *Richard Atkinson* and *Caroline* his Wife, and the said *George Whitaker* (on behalf of himself and the said *George Henry Whitaker*, *James Arthur Whitaker*, *John Landon Whitaker*, *Lucy Eleanor Whitaker*, and *Herbert William Whitaker*, his Infant Children), and the said *Lucy* the Wife of the said *George Whitaker*, and the said *Francis Watt* (on behalf of himself and the said *Francis James Watt*, *James Landon Watt*, *John Charles Watt*, *Edmund William Watt*, *Annie Sarah Watt*, and *Arthur Reginald Watt*, his Infant Children), and the said *Dorothy Snell* the Wife of the said *Francis Watt*, and the said *James Timothy Bainbridge Landon* (on behalf of himself and the said *James Mark Landon* and *Charles Whittington Landon*, his Infant Children), and the said *Thomas Daniel Fearon Tatham* and *Barbara* his Wife, and the said *Richard Gregory Chalk* (on behalf of himself and the said *William James Chalk* and *Charles Gregory Chalk*, his Infant Children), and the said *Julia* the Wife of the said *Richard Gregory Chalk*, and the said *Charles Page Eden* (on behalf of himself and the said *Charles Page Eden* his Infant Child), and *Isabella Jane* the Wife of the said *Charles Page Eden* the Father, and the said *John Leathley Armitage* and *William Taylor*, do most humbly beseech your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Property in Schedule vested in Trustees for Purposes of Sale, &c.

I. That from and after the passing of this Act all and singular the several Lands and Hereditaments respectively mentioned in the Schedule to this Act annexed, with the respective Rights, Members, and Appurtenances, shall be and the same are hereby vested in *John Thomas Wharton* of *Aberford* aforesaid, Esquire, and *Chistopher Paver* of *Peckfield* in the said County of *York*, Esquire, their Heirs and Assigns, for ever, freed and for ever discharged from all Estates, Limitations,

tations, Uses, Trusts, Powers, Provisoes, Conditions, Claims, and Demands whatsoever, which in and by or by virtue of or under the said several Wills, Indentures, Acts, Events, and Things respectively herein-before recited, are or shall be expressed or declared of or concerning or do or shall affect the same, or any of them, or any Part or Interest or Parts or Interests of or in the same, and shall be held by the said *John Thomas Wharton* and *Christopher Paver*, their Heirs and Assigns, upon trust that they the said *John Thomas Wharton* and *Christopher Paver*, and the Survivor of them, and the Heirs of such Survivor, and their or his Assigns, and who are herein-after referred to as "the Trustees and Trustee," shall forthwith, with all convenient Speed, convey to the said *Robert Stables Ackroyd*, his Heirs and Assigns, or as he or they shall direct or appoint, the Piece of Land containing One Acre Nineteen Perches and Twenty-eight Yards so agreed to be sold to him as aforesaid, with the Appurtenances, for the Sum of Five hundred and sixty-two Pounds Five Shillings and Fourpence, in pursuance of the Agreement herein-before mentioned, and shall forthwith, with all convenient Speed, without the Consent of any other Person or Persons whomsoever, absolutely sell the Residue of the Lands and Hereditaments by this Act vested in the said Trustees, either entirely and altogether or in Parcels, and either by Public Auction or Private Sale, to any Person or Persons, for the best Price or Prices in Money which can be reasonably obtained for the same, with full Power to buy in the said Premises or any Part thereof at any Sale or Sales by Auction, and to rescind, abandon, or vary any Contract for Sale, and to resell the Premises which shall be so bought in, or the Contracts for the Sale whereof shall be so recinded or abandoned as aforesaid, and also with full Power to insert any such special or other Clauses or Stipulations in any Contracts for or Conditions of Sale, either as to Title or otherwise, as the said Trustees or Trustee shall think fit, and to enter into all such other Arrangements as the said Trustees or Trustee shall in their or his Discretion think fit in relation to any Sale or Sales of the said Premises, and upon further trust that the said Trustees or Trustee shall upon Payment into the Bank of *England* in manner herein-after mentioned of the Monies for which the same Premises shall be respectively sold, convey the same to the Purchaser or Purchaser thereof, his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint.

Power to appropriate the Lands for Building Purposes.

II. That the said Trustees and Trustee may from Time to Time appropriate the said Lands and Hereditaments, or any Part or Parts thereof, for Building or other Purposes, and in order thereto may lay out any Parts thereof as Squares or other open Spaces, Roads, Ways, Drains, and Watercourses, and any other Parts thereof as Lots for Building, or in such other Manner in all respects as the said Trustees and Trustee deem most advantageous for the Purposes of this Act,

and

and may from Time to Time repair, alter, and improve any open Spaces, Roads, Ways, Drains, and Watercourses in or upon the said Lands and Hereditaments.

Payment of Monies received on Sales into the Bank.

III. That when any Money shall be payable as the Purchase Money for any Part of the said Lands and Hereditaments, incl ding the Sum of Five hundred and sixty-two Pounds Five Shillings and Fourpence, the Purchase Money for the Piece of Land so sold to the said *Robert Stables Ackroyd* as aforesaid, the same shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant-General of the Court of Chancery, to be placed to his Account there, "*Ex parte* the Trustees of *William Snell*'s Estate," 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 such 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.

Certificates and Receipts to be good Discharges.

IV. That the Certificate of such Accountant General of the Payment into the Bank of any Monies hereby directed to be so paid, with the Receipt of One of the Cashiers of the Bank to be thereunto annexed, and therewith filed in the Register Office of such Court, shall from Time to Time be good and effectual Discharges for the Monies hereby directed to be so paid, or so much thereof as in such Certificates or Receipts respectively shall be expressed to be so paid; and the Persons respectively paying such Monies and taking such Certificates and Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof respectively.

Application of Monies paid into Bank.

V. That the Monies which shall be paid into the Bank as directed by this Act shall from Time to Time be laid out by the said Accountant General in the Purchase of Bank Three Pounds *per Centum* Consolidated or Reduced Annuities or Government Securities, in the Name of the said Accountant General, to be placed to the like Account, and shall be considered and treated as if such Monies, Stocks, Funds, and Securities were Estates in Fee Simple in possession, and shall be subject to all the Estates, Limitations, Uses, Trusts, Powers, Provisoes, Conditions, Claims, and Demands whatsoever which by or by virtue of or under the said several Wills, Indentures, Acts, Events, and Things respectively herein-before recited, or any of them, the Lands and Hereditaments by this Act directed to be sold would have been subject to in case this Act had not passed; and it shall be

lawful for the Court of Chancery, upon Petition to be preferred to the said Court in a summary Way by the said *Anne Landon* during her Life, and after her Decease by the Person or Persons who would for the Time being have been beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Lands and Hereditaments by this Act directed to be sold, in case this Act had not passed, or the Guardian or Guardians of such Person or Persons, if he, she, or they shall be under the Age of Twenty-one Years, from Time to Time to order and direct that the Dividends and annual Proceeds of such Monies, and of the Stocks, Funds, and Securities in or upon which the same shall be invested as aforesaid, shall be paid to the said *Anne Landon* and her Assigns during her Life, and after her Decease to the Person or Persons who would for the Time being have been beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Lands and Hereditaments by this Act directed to be sold, in case this Act had not passed.

Transfer of Funds to Tenants in Fee Simple absolute when of Age.

VI. That whenever any Person or Persons who by or by virtue of or under the said several Wills, Indentures, Acts, Events, and Things respectively herein-before recited, or any of them, would, as Tenant or Tenants in Fee Simple absolute, have been entitled to the Possession or the Receipt of the Rents and Profits of any of the Lands or Hereditaments by this Act directed to be sold in case this Act had not passed, shall have attained the Age of Twenty-one Years, such Court, may upon Petition to be presented in a summary Way by or for any such Person or Persons, order the Share of such Monies, or of the Stocks, Funds, and Securities in or upon which the same shall be for the Time being invested, which shall represent the Lands and Hereditaments by this Act directed to be sold, or the Part or Share thereof to the Possession or the Receipt of the Rents and Profits whereof such Person or Persons would, if such Lands and Hereditaments or Part or Share had not been sold, be entitled as Tenant or Tenants in Fee Simple absolute, be paid or transferred to such Person or Persons for his, her, or their absolute Use and Benefit, or in such Manner as he, she, or they shall direct, and such Court may thereupon make such Order for the Sale or Transfer of such Stocks, Funds, and Securities, or any of them, and the Application of the Monies to be produced by any such Sale, as such Court shall think just.

Rents to be received by Trustees.

VII. That in the meantime and until all the said Lands and Hereditaments by this Act directed to be sold shall be sold, the yearly Rents and Profits of such Lands and Hereditaments, or of the unsold Part thereof for the Time being, shall from Time to Time be received by the said Trustees and Trustee, and the Receipts in Writing for the same of the said Trustees and Trustee shall from Time to Time be

be sufficient Discharges for the Rents and Profits thereby respectively acknowledged to be received.

Application of Rents received.

VIII. That the said Trustees and Trustee shall from Time to Time pay the Rents and Profits received by them and him unto the Persons or Person who would for the Time being have been beneficially entitled to the Rents of the said Lands and Hereditaments in case this Act had not been passed.

Power to Trustees until Sale to grant Leases for Twenty-one Years.

IX. That it shall be lawful for the said Trustees or Trustee, before all the said Lands and Hereditaments by this Act directed to be sold shall be sold, to demise or lease all or any of the same Lands and Hereditaments for any Term or Terms of Years not exceeding Twenty-one Years to take effect in possession; and so as there be reserved upon every such Demise or Lease the best yearly Rent or Rents, to be incident to the immediate Reversion, that can be reasonably gotten, without taking anything in the Nature of a Fine, Premium, or Foregift; and so as there be contained in every Demise or Lease to be granted a Condition of Re-entry for Nonpayment of the Rent or Rents thereby reserved; and so as the Lessees or Lessee do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent or Rents thereby reserved, and be not thereby made dispunishable for Waste.

Court of Chancery to make Orders for Payment of Costs of passing Act, and carrying it into execution.

X. That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Orders as the said Court shall think just and expedient for allowing, taxing, and settling the Costs, Charges, and Expenses of obtaining this Act or preparatory thereto, and all the Costs, Charges, and Expenses which shall be from Time to Time incurred in carrying the Trusts and Purposes of this Act into execution, or in anywise incident thereto, and also from Time to Time to make such Orders as the said Court of Chancery shall think just and expedient, for the Payment of all such Costs, Charges, and Expenses as aforesaid, out of the Monies to be paid into the Bank of *England*, or out of the Monies to arise from the Sale of the Stocks, Funds, and Securities in which the Monies to be paid into the Bank shall be invested.

On any Trustee dying, &c., new Trustee may be appointed.

XI. That in case the said *John Thomas Wharton* and *Christopher Paver*, or either of them, or any Trustees or Trustee to be appointed as hereafter is mentioned, or to be appointed by any Court or Courts of competent Jurisdiction, or under any Act or Acts of Parliament, shall die, or go to reside beyond the Seas, or be desirous of being discharged from or refuse or decline or become incapable to act in the Trusts and Powers by this Act in them respectively reposed as aforesaid,

said, before the said Trusts and Powers shall be fully executed or at an end, then, and as often as the same shall happen, it shall and may be lawful to and for the said *Anne Landon* during her Life, and after her Decease for the surviving or continuing Trustees or Trustee for the Time being, or if there shall be no such Trustee then for the retiring Trustees or Trustee for the Time being, or if there shall be no retiring Trustee then for the Executors or Administrators of the last surviving Trustee for the Time being, by any Deed or Deeds from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or going to reside beyond Seas, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and as often as any new Trustee or Trustees shall be appointed as aforesaid all the Lands and Hereditaments which shall then be subject to the Trusts and Powers of this Act shall be thereupon, with all convenient Speed, conveyed and assured in such Manner and so that the same shall and may be legally and effectually vested in the Person or Persons so to be appointed as aforesaid, either solely, or jointly with the surviving or continuing Trustee or Trustees, as Occasion shall require, upon and for the Trusts, Intents, and Purposes by this Act declared and contained of and concerning the same Lands and Hereditaments, or such of the said Trusts, Intents, and Purposes as shall be then subsisting undetermined and capable of taking effect; and every Person so to be appointed as aforesaid, as well before as after such Lands and Hereditaments or any Part or Parts thereof shall be so vested as aforesaid, shall have all the Powers and Authorities of the Trustee in whose Room he shall be substituted.

Provision for the Indemnity of Trustees.

XII. That any of the said Trustees, whether present or future, shall not be answerable or accountable for any other or others of them, or for involuntary Losses, and they and he respectively may, by and out of any Monies which shall come to their and his Hands by virtue of this Act, retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expenses, not herein particularly provided for, which they and he respectively may incur or sustain in or about carrying this Act into execution.

General Saving.

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Anne Landon*, *Charles Wheler* and *Anne* his Wife, *Annie Maria Wheler*, *Elizabeth Hastings Wheler*, *Caroline Wheler*, *Charles Wheler Wheler*, *Catherine Sibylla Wheler*, *Julia Fanny Wheler*, and *Flora Hastings Wheler*, *George Pyemont Smith* and *Mary Elizabeth* his Wife, *Georgina Lucy Smith*, *Walter*

Walter Landon Smith, and *Mary Isabella Elizabeth Smith*, *Richard Atkinson* and *Caroline* his Wife, *George Henry Whitaker* and *Lucy* his Wife, *George Henry Whitaker* the Son, *James Arthur Whitaker* *John Landon Whitaker*, *Lucy Eleanor Whitaker*, and *Herbert William Whitaker*, *Francis Watt* and *Dorothy Snell* his Wife, *Francis James Watt*, *James Landon Watt*, *John Charles Watt*, *Edmund William Watt*, *Annie Sarah Watt*, and *Arthur Reginald Watt*, *James Timothy Bainbridge Landon*, *James Mark Landon*, *Charles Whittington Landon*, *Thomas Daniel Fearon Tatham* and *Barbara* his Wife, *Richard Gregory Chalk* and *Julia* his Wife, *William James Chalk*, *Charles Gregory Chalk*, *Charles Page Eden* and *Isabella Jane* his Wife, *Charles Page Eden* the Son, and their respective Issue, Heirs, Executors, and Administrators, and the said *John Leathley Armitage* and *William Taylor* (as such Trustees as aforesaid), and their respective Heirs, Executors, and Administrators, and all and every Persons and Person to or upon whom any Estate, Right, Title, or Interest, at Law or in Equity, or to or upon whom any Charge, Claim, or Demand of in, to, out of, upon, or affecting the Lands and Hereditaments mentioned in the Schedule to this Act annexed, or any Part or Share of or in the same respectively, is or hath been limited, devised, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue of or under the recited Deeds and Wills or any of them respectively, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, and upon the said several Lands and Hereditaments respectively mentioned in the said Schedule to this Act annexed, or any of them, or any Part or Share of or in the same respectively, as they, every or any of them, had before the passing of this Act, or could or might have enjoyed in case this Act had not been passed.

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

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

The SCHEDULE to which the foregoing Act refers.

	Occupiers.	Description.	Quantity in each Parcel.	Total Quantity.	Present Rent per Annum.
		In Manningham.	A. R. P.	A. R. P.	£ s. d.
1	Alice Peacock -	Meadow Land with Cow-house thereon.	1 2 1		
2	„	Meadow Land - -	4 1 4¾		26 0 0
3	„	Pasture Land - -	5 1 25½		
4	Robert Stables Ackroyd or his Undertenants.	Vacant Land with Shed thereon.	1 0 19	12 1 10¼	22 10 0
		In Idle.			
1	Richard Garnett or his Undertenants.	House, Cottage, Outbuildings, Stackyard, and Road.	0 1 14½		
2	„	Garden - - -	0 0 26½		
3	„	Pasture Land - -	1 2 15½		
4	„	Pasture Land - -	3 0 29¼		
5	„	Arable Land - -	3 3 34½		
6	„	Pasture Land - -	1 3 5		
7	„	Pasture Land - -	0 3 13½		
8	„	Occupation Road -	0 0 6		64 0 0
9	„	Cottage - -	0 0 4¾		
10	„	Garden - - -	0 0 15		
11	„	Barn, Sheds, and Footpath	0 0 18½		
12	„	Cottages - -	0 0 5		
13	„	Meadow Land - -	1 2 39½		
14	„	Meadow Land - -	0 2 34½		
15	„	Arable and Meadow Land	1 2 24		
16	„	Arable Land - -	1 2 18	17 3 24	
				30 0 34¼	112 10 0

William Ellison.
Rich^d Ridehalgh.

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