ANNO QUADRAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 100.

An Act for vesting Part of the settled Estates of *Richard Langley* Esquire, in Trustees, to be sold, subject to the Approbation of the Court of Chancery, and for applying Part of the Purchase Monies in paying off Incumbrances, and in reimbursing to him the Expences of Improvements already made; and also in reimbursing to him the Expences of future Improvements when the Amount shall have been ascertained, under the Direction of the said Court; and for laying out the Residue of the Purchase Monies, under the Direction of that Court, in the Purchase of other Estates, to be settled to the former Uses. [24th *June* 1803.]

WHEREAS *Richard Langley*, late of *Wykeham Abbey* in the County of *York*, Esquire, deceased, duly made and published his last Will and Testament in Writing, dated the Ninth Day of *March* One thousand seven hundred and fifty-four, and thereby (among other Things) gave to each of his Daughters an Annuity of Fifty Pounds,

to be payable for their Lives, and thereby charged all the Lands, Tenements, Tythes, and Hereditaments of which he ſhould die ſeiſed, with the Payment thereof: And the ſaid Teſtator alſo gave to his Son *Matthew* Two thouſand Pounds, and to his Son *William* Two thouſand Pounds, to be payable to each of them at his Age of Twenty-one Years: And the ſaid Teſtator alſo gave the Sum of Two thouſand Pounds to be equally divided amongſt ſuch of his Daughters as ſhould be living at his Deceaſe; and he declared, that the Annuities and Sums of Money, bequeathed to his Daughters and younger Sons ſeverally as therein before mentioned, ſhould be in Satisfaction of the Sums of One thouſand Pounds, and Four thouſand Pounds ſecured for their Portions as therein mentioned: And the ſaid Teſtator gave and deviſed all his Lands, Tenements, Tythes, and Hereditaments, within the Townſhips of *Wykeham* and *Ruſton*, *Brompton*, and *Sherburn*, or elſewhere, within the County of *York*, unto his Son *Boynton* for his Life; Remainder to Truſtees during the Life of the ſaid *Boynton*, to preſerve contingent Remainders; with Remainder to the Firſt and other Sons of the ſaid *Boynton Langley* ſucceſſively in Tail Male, with divers Remainders over: And the ſaid Teſtator gave his Wife Five hundred Pounds over and above what he owed her, which ſhould appear by any Receipt under his Hand; and he thereby ſubjected all his Real and Perſonal Eſtates, firſt to the Payment of his Debts, and then to make good the ſaid Annuities and Legacies; and the ſaid Teſtator alſo gave and bequeathed all the Reſidue of his Real and Perſonal Eſtates to his ſaid Son *Boynton*, and conſtituted his Wife ſole Executrix of his Will: And whereas the ſaid *Richard Langley* duly made and publiſhed a Codicil to his ſaid Will, which Codicil bears Date the Twenty-eighth Day of *November* One thouſand ſeven hundred and fifty-five, whereby he revoked the ſaid Annuity given to his eldeſt Daughter *Elizabeth*, and alſo the Share of a Sum of Money which he had thereby given her, and inſtead thereof he gave unto his ſaid Daughter *Elizabeth*, the Sum of Two thouſand Pounds, and did charge his Real Eſtate with the Payment thereof: And whereas the ſaid *Richard Langley* died after making his ſaid Will, leaving his Wife the ſaid *Elizabeth Langley* and Nine Children, namely, the ſaid *Boynton Langley* his eldeſt Son and Heir at Law, the ſaid *Matthew Langley* and *William Langley* his two younger Sons, the ſaid *Elizabeth Langley* his eldeſt Daughter, all in his ſaid Will and Codicil named, and *Catherine*, *Jane*, *Ann*, *Frances*, and *Judith* his younger Daughters him ſurviving; and the ſaid *Elizabeth Langley* Widow, ſoon after the Death of the ſaid Teſtator, proved his ſaid Will and Codicil in the Prerogative Court of the Archbiſhop of *York*: And whereas the ſaid *Elizabeth Langley* Widow made her laſt Will and Teſtament, in Writing, dated the Fifteenth Day of *June* One thouſand ſeven hundred and fifty-ſeven, and thereby deſired her Son *Boynton Langley* would let Two thouſand Pounds, then owing to her as a Debt upon his Eſtate, remain in his Hands at Intereſt until the Principal became payable according to her ſaid Will, and ſhe thereby gave the Intereſt thereof to and amongſt her four youngeſt Daughters *Ann*, *Frances*, *Jane*, and *Catherine*, for their Lives; but directed, when any of them ſhould marry, the Daughter marrying ſhould receive Five hundred Pounds, Part of the ſaid Principal Sum, and then that from that Time Intereſt thereon ſhould ceaſe; and the ſaid Teſtatrix of her ſaid Will appointed her Daughter *Elizabeth* Executrix, who, after the Death of the ſaid Teſtatrix, proved her ſaid Will in the Prerogative Court of the Archbiſhop of

of *York*: And whereas the ſaid *Elizabeth*, the eldeſt Daughter of the ſaid *Richard Langley*, married *John Dealtry* Eſquire, and the ſaid *Catherine Langley* married *John Cayley* Eſquire, and the ſaid *Jane Langley* married *Ralph Creyke* Eſquire: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Tenth and Twelfth Days of *May* One thouſand ſeven hundred and ſixty, the Releaſe being of Six Parts, and made between the ſaid *Elizabeth Langley* Widow and Relict of the ſaid *Richard Langley* deceaſed, and the ſaid *Boynton Langley*, eldeſt Son and Heir of the ſaid *Richard Langley*, of the Firſt Part; *Mary Foulis* Spinſter, of the Second Part; *Robert Dynely* Gentleman, of the Third Part; *George Skepper*, of the Fourth Part; the Right Honourable *Henry* Lord Viſcount *Downe* and *Richard Frank* Eſquire, of the Fifth Part; and the Honourable *Chriſtopher Dawnay* Eſquire and *John Dealtry* Doctor in Phyſick, of the Sixth Part; and by a Recovery ſuffered in purſuance thereof, wherein the ſaid *Boynton Langley* was vouched, being the Settlement made prior to and in Conſideration of a Marriage then intended between the ſaid *Boynton Langley* and *Mary Foulis*, the Manors of *North Grimſton*, *Sherburn*, *Weſt Heſlerton*, *Fimber*, *Driffield*, and *Leavening*, and a Moiety of a Moiety of the Manor of *Croſsby Coat* and *Croſsby Grainge*, all in the ſaid County of *York*; and ſeveral Meſſuages, Cottages, Mills, Farms, Lands, Tenements, and Hereditaments, of him the ſaid *Boynton Langley*, therein particularly deſcribed, ſituate, lying, and being in *North Grimſton*, *Sherburn*, *Weſt Heſlerton*, *Fimber*, *Great Driffield*, *Little Driffield*, *Leavening*, *Croſsby*, *Croſsby Coat*, and *Croſsby Grainge*; and in the ſeveral Pariſhes, Towns, Villages, or Hamlets of *Skerne*, *Hutton*, *Hutton Cranſwick*, *Seltrington*, *Berrithorpe*, *Weaventhorpe*, *Helperthorpe*, *Duggleby*, *Scagglethorpe*, and *Sheriff Hutton*; and all other the Manors and Hereditaments of him the ſaid *Boynton Langley*, ſituate, lying, or being in the Places therein-before mentioned, or elſewhere, in the ſaid County of *York*, which were formerly the Eſtate and Inheritance of *Thomas Langley* deceaſed, were granted and releaſed, conveyed, ſettled, and aſſured, from and after the Solemnization of the ſaid then intended Marriage, to the Uſes and for the Intents and Purpoſes therein and in Part herein-after mentioned; (that is to ſay), as to, for, and concerning all the Manor of *North Grimſton* aforeſaid, with the Rights, Royalties, Members, and Appurtenances thereof, and all the therein-before mentioned ſeveral Meſſuages, Farms, Demeſne Lands, Lands, Grounds, Meadows, Paſtures, Tenements, and Hereditaments, ſituate, lying, and being in *North Grimſton* aforeſaid; and alſo all the Manor of *Weſt Heſlerton* aforeſaid; with all the Rights, Royalties, Members, and Appurtenances thereof; and all the therein-before mentioned ſeveral Meſſuages, Farms, Demeſne Lands, Lands, Grounds, Paſtures, Tenements, and Hereditaments, ſituate, lying, and being in *Weſt Heſlerton* aforeſaid; and alſo all the Manor of *Leavening*, with the Rights, Royalties, Members, and Appurtenances thereof; and all the therein-before mentioned ſeveral Meſſuages, Farms, Demeſne Lands, Grounds, Meadows, Paſtures, Tenements, and Hereditaments, ſituate, lying, and being in *Leavening* and *Berrithorpe* aforeſaid, with the Appurtenances, ſubject to a yearly Rent of Five hundred Pounds, thereby limited in Uſe to the ſaid *Elizabeth Langley* Widow, for her Life; and alſo as, for, and concerning all that the Manor of *Sherburn* aforeſaid, with the Rights, Royalties, Members, and Appurtenances thereof, and all the therein-before mentioned ſeveral Meſſuages, Farms, Mills, Demeſne Lands, Lands, Grounds, Meadows, Paſtures, Tenements, and Hereditaments, ſituate, lying, and being in *Sherburn* aforeſaid; and all that the

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Manor of *Driffield* aforesaid, with the Rights, Royalties, Members, and Appurtenances thereof, and all the therein-before mentioned several Messuages, Farms, Mill, Demesne Lands, Lands, Grounds, Meadows, Pastures, Tenements, and Hereditaments, situate, lying, and being in *Great Driffield*, *Little Driffield*, *Skern*, *Hutton*, and *Hutton Cranswick* aforesaid, with the Appurtenances, to the Use of the said *Boynton Langley*, and his Assigns for his Life, without Impeachment of Waste; Remainder to the Use of Trustees during his Life, to preserve contingent Remainders; with Remainder as, for, and concerning the said Manors and other Hereditaments charged with the said yearly Rent of Five hundred Pounds, to the said *Elizabeth Langley* Widow, to the Use of the said Lord Viscount *Downe* and *Richard Frank*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon the Trusts therein-after declared; and as, for, and concerning the Residue of the said Manors and Hereditaments therein-before limited to the said *Boynton Langley*, for his Life as aforesaid, and not charged with the said yearly Rent of Five hundred Pounds, to the said *Elizabeth Langley* Widow, to the Use that the said *Mary Fowlis*, in case she should survive the said *Boynton Langley*, might during her Life receive for her Jointure, and in lieu of Dower, One yearly Rent of Five hundred Pounds, to be paid Half-yearly, with Powers of Entry and Distress in case of Non-payment thereof; and as, for, and concerning all that the Manor of *Fimber* aforesaid, with the Rights, Royalties, and Appurtenances thereof, and all the therein-before mentioned several Manors, Farms, Demesne Lands, Lands, Grounds, Meadows, Pastures, Tenements, and Hereditaments, situate, lying, and being in the several Parishes, Towns, Villages, or Hamlets of *Settrington*, *Weaverthorpe*, *Helperthorpe*, *Duggleby*, *Scagglethorpe*, and *Sheriff Hutton* aforesaid, with the Appurtenances; and also all that the Moiety of a Moiety of the Manor of *Crosby Coat* and *Crosby Grainge* aforesaid, with all the Rights, Royalties, Members, and Appurtenances thereof; and also the therein-before mentioned Moiety of several Messuages, Farms, Lands, Grounds, Meadows, Pastures, Tenements, and Hereditaments, situate, lying, and being in *Crosby*, *Crosby Coat*, and *Crosby Grainge* aforesaid, with the Appurtenances, and all other the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises thereby released, whereof no Use is therein-before limited or declared, from and immediately after the Solemnization of the said then intended Marriage, to the Use of the said *Christopher Dawnay* and *John Dealtry*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste, upon the Trusts therein-after declared; with Remainder to the Use of the said *Boynton Langley* and his Assigns, for his Life, without Impeachment of Waste; Remainder to the Use of Trustees during the Life of the said *Boynton Langley*, in Trust to preserve contingent Remainders; with Remainder as, for, and concerning the said Manors, Messuages, Cottages, Lands, Tenements, and Hereditamehts last above-mentioned, from and immediately after the Decease of the said *Boynton Langley*; and also all and every other the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises therein-before mentioned, to be thereby granted and released, from and immediately after the End and Expiration, or other sooner Determination, of the several and respective Uses and Estates therein-before thereof respectively limited, and as the same should respectively determine, charged and chargeable nevertheless respectively with the said several Annuities or yearly Rents, and such Remedies for the same as aforesaid, to the Use and Behoof of the First and other Sons of the

the ſaid then intended Marriage, ſucceſſively in Tail Male, with divers Remainders over; and the Truſts of the ſaid Term of One thouſand Years are thereby declared to be for raiſing by Demiſe, Sale, or Mortgage of the Premiſes therein comprized, for the Portions of the younger Children of the ſaid *Boynton Langley*, in caſe of there being only Two, who being Sons ſhould attain the Age of Twenty-one Years, or being Daughters ſhould attain the Age of Eighteen Years, or marry; and in Default of Appointment by the ſaid *Boynton Langley* of the Sum of Seven thouſand Pounds, to be equally divided between them; and the Truſts of the ſaid Term of Five hundred Years are thereby declared to be that the Truſtees ſhould, with all convenient Speed, by Demiſe, Sale, or Mortgage raiſe ſuch Sum and Sums of Money as ſhould be ſufficient to pay the Debts owing by the ſaid *Richard Langley*, at the Time of his Deceaſe, and then unpaid, ſo that the Real Eſtate of the ſaid *Richard Langley*, by his Will charged therewith, might be thereof exonerated; and after reciting in the ſaid Indenture of Releaſe, that the ſaid *Richard Langley* by his Will did give to each of his Daughters (except his Daughter *Elizabeth*, whoſe Annuity he afterwards by Codicil revoked), One Annuity of Fifty Pounds payable to each of them for her Life, ſubject to a Proviſo or Condition that each of them ſhould releaſe his Heir and Executor from the ſeveral Sums of One thouſand Pounds, and Four thouſand Pounds, in the ſaid Will mentioned; and alſo reciting, that the ſaid *Richard Langley* left *Judith*, *Ann*, *Frances*, *Jane*, and *Catherine*, his Daughters, living at the Time of his Deceaſe, but the ſaid *Judith* was then dead, and the ſaid *Ann*, *Frances*, *Jane*, and *Catherine*, by virtue of the ſaid Will, were ſeverally entitled to the ſaid Annuity of Fifty Pounds a Piece, ſubject to the Proviſo above mentioned; it was therefore declared by the ſaid Parties thereto, that the ſaid Term of Five hundred Years was limited to the ſaid *Chriſtopher Dawnay* and *John Dealtry*, their Executors, Adminiſtrators, and Aſſigns, upon further Truſt, that in caſe any of them the ſaid *Ann*, *Frances*, *Jane*, or *Catherine*, having duly releaſed the Heirs, Deviſees, and Executors of the ſaid *Richard Langley* their Father, from the ſaid Sums of One thouſand Pounds and Four thouſand Pounds in the ſaid Will mentioned, and thereby being entitled to the ſaid Annuity of Fifty Pounds during her Life as aforeſaid, ſhould live to be married, and ſhould at the Time of her Marriage be willing to accept One thouſand Pounds in Satisfaction of the ſaid Annuity of Fifty Pounds, and in Conſideration thereof to releaſe and diſcharge the ſaid *Boynton Langley*, his Heirs and Aſſigns, and all the Lands, Tenements, and Hereditaments whereof the ſaid *Richard Langley* died ſeiſed, from the ſame Annuity; then the ſaid *Chriſtopher Downay* and *John Dealtry*, their Executors, Adminiſtrators, and Aſſigns, ſhould and might, by Demiſe, Sale, or Mortgage of their ſaid Term of Five hundred Years of and in the ſaid Premiſes, raiſe or take up at Intereſt the Sum of One thouſand Pounds for each of ſuch Daughters: And whereas the Marriage between the ſaid *Boynton Langley* and *Mary Fowlis* took Effect, and there was Iſſue thereof Four Children, namely, *Richard Langley* the eldeſt Son, *William Langley* the younger Son, and *Mary Langley* and *Elizabeth Langley*, Two Daughters; and the ſaid *Mary Langley* married *Robert Royds* Eſquire; and the ſaid *Elizabeth Langley*, the Daughter of the ſaid *Boynton Langley*, died under the Age of Eighteen Years: And whereas by a Deed Poll under the Hands and Seals of the ſaid *Ralph Creyke* and *Jane* his Wife, dated the Firſt Day of *June* One thouſand ſeven hundred and ſeventy-two, after reciting the ſaid Will of the ſaid *Richard*

Langley the Grandfather; they the ſaid *Ralph Creyke* and *Jane* his Wife, did releaſe unto the ſaid *Richard Langley* the Grandſon, and alſo to the Deviſees and perſonal Repreſentatives of the ſaid *Richard Langley* the Grandfather, all the Share and Intereſt of the ſaid *Ralph Creyke* and *Jane* his Wife, in the aforeſaid Sums of One thouſand Pounds and Four thouſand Pounds, mentioned in the ſaid Will of the ſaid *Richard Langley* the Grandfather: And whereas by Indenture, dated the Third Day of *June* One thouſand ſeven hundred and ſeventy-two, made between the aforeſaid *Chriſtopher Dawnay* and *John Dealtry*, the Truſtees of the aforeſaid Term of Five hundred Years, created by the aforeſaid recited Indenture, of the Twelfth Day of *May* One thouſand ſeven hundred and ſixty, of the Firſt Part; the ſaid *Ralph Creyke* and *Jane* his Wife, of the Second Part; and *Peter Johnſon* of the City of *York* Eſquire, of the Third Part, reciting (among other Things), the ſaid Will of the ſaid *Richard Langley* the Grandfather, and that at the Time of his Death he was indebted to his ſaid Wife *Elizabeth*, in the Sum of One thouſand five hundred Pounds, over and above the Sum of Five hundred Pounds, given to her by his ſaid Will; and alſo that no Part of either of the ſaid Sums was paid to the ſaid *Elizabeth* in her Life-time, but that the ſame remained a Charge upon the Real Eſtates of which the ſaid *Richard Langley* the Grandfather died ſeiſed; and alſo reciting the ſaid Will of the ſaid *Elizabeth Langley* Widow; and alſo the ſaid Indentures of the Tenth and Twelfth Days of *May* One thouſand ſeven hundred and ſixty, to the Effect herein-before recited; and alſo reciting, that the ſaid *Elizabeth*, the eldeſt Daughter of the ſaid *Richard Langley* deceaſed, then the Wife of the ſaid *John Dealtry*, as well as the ſaid other Five Daughters of the ſame *Richard Langley*, became at the Death of their ſaid Father, entitled by virtue of his ſaid Will to the Sum of Three hundred and thirty-three Pounds Six Shillings and Eight-pence, as their reſpective Shares of the ſaid Legacy of Two thouſand Pounds, ſo bequeathed to them as aforeſaid; and the ſaid *Judith* being ſince dead inteſtate, and without having received her Share of the ſaid Legacy, the ſame became diſtributable amongſt her Three Brothers *Boynton*, *Matthew*, and *William*, and her Five ſurviving Siſters, the ſaid *Elizabeth*, *Ann*, *Frances*, *Jane*, and *Catherine*, as her next of Kin and perſonal Repreſentatives, whereby they reſpectively acquired the additional Sum of Forty-one Pounds Thirteen Shillings and Four-pence a piece; alſo reciting the Death of the ſaid *Boynton Langley*, leaving the ſaid *Mary Langley* his Widow, and *Richard Langley* an Infant, under the Age of Twenty-one Years, his eldeſt Son and Heir at Law; and further reciting the Marriage of the ſaid *Jane*, One of the Daughters of the ſaid *Richard Langley* with the ſaid *Ralph Creyke*, and the ſaid Deed Poll of the Firſt Day of *June* One thouſand ſeven hundred and ſeventy-two; and alſo reciting that the ſaid *Ralph Creyke* and *Jane* his Wife, in Right of the ſaid *Jane*, were entitled to the ſeveral Sums following, due and payable out of the Real Eſtates of the ſaid *Richard Langley* the Infant; (that is to ſay), One thouſand Pounds in lieu of the ſaid Annuity of Fifty Pounds, releaſed and given up as aforeſaid, the Sum of Five hundred Pounds, being the Fourth Part of the ſaid Sum of Two thouſand Pounds, directed by the Will of the ſaid *Elizabeth Langley*, to be paid to her Four youngeſt Daughters, Three hundred and thirty-three Pounds Six Shillings and Eight-pence, being the ſaid *Jane*'s Sixth Part of the ſaid Sum of Two thouſand Pounds given by the Will of the ſaid *Richard Langley* deceaſed, and Forty-one Pounds Thirteen Shillings and Four-pence, being the ſaid

Jane's

Jane's Eighth Part of the ſaid *Judith*'s Sixth Part of the ſaid laſt mentioned Sum of Two thouſand Pounds, which ſeveral Sums, making together the Sum of One thouſand eight hundred and ſeventy-five Pounds, were then charged upon the Eſtate and Inheritance of the ſaid *Richard Langley* the Infant, and liable to be raiſed thereout, or out of ſo much thereof, as is comprehended in the ſaid Term of Five hundred Years; and alſo reciting that the ſaid *Ralph Creyke* had requeſted the ſaid *Chriſtopher Dawnay* and *John Dealtry* to raiſe the ſaid Sum in Part Performance of the Truſts repoſed in them by the ſaid recited Indenture of Releaſe of the Twelfth Day of *May* One thouſand ſeven hundred and ſixty: It is witneſſed, that the ſaid *Chriſtopher Dawnay* and *John Dealtry*, in Conſideration of One thouſand eight hundred and ſeventy-five Pounds, then paid to the ſaid *Ralph Creyke* and *Jane* his Wife by the ſaid *Peter Johnſon*, did bargain, ſell, and demiſe unto the ſaid *Peter Johnſon*, the Manor of *Fimber* aforeſaid, and the Meſſuages, Farms, and Lands there and in *Helperthorpe*, *Duggleby*, and *Scagglethorpe* aforeſaid, comprized in the ſaid recited Indentures of the Tenth and Twelfth Days of *May* One thouſand ſeven hundred and ſixty, to hold the ſame to the ſaid *Peter Johnſon*, his Executors, Adminiſtrators, and Aſſigns, for the Remainder of the ſaid Term of Five hundred Years, created by the ſaid Indenture of the Twelfth Day of *May* One thouſand ſeven hundred and ſixty; but ſubject to a Proviſo for making the ſaid Indenture now in Recital void, on Payment to the ſaid *Peter Johnſon*, his Executors, Adminiſtrators, or Aſſigns, of the Sum of One thouſand eight hundred and ſeventy-five Pounds, with Intereſt at the Time therein mentioned; and the ſaid *Ralph Creyke* and *Jane* his Wife, for the Conſideration aforeſaid, did thereby remiſe and releaſe unto the ſaid *Richard Langley* the Infant, his Heirs, Executors, Adminiſtrators, and Aſſigns, the ſaid Annuity of Fifty Pounds of the ſaid *Jane Creyke*, and all Arrears thereof: And whereas by Indorſement on the ſaid laſt recited Indenture, dated the ſaid Third Day of *June* One thouſand ſeven hundred and ſeventy-two, the ſaid *Peter Johnſon* declared, that the ſaid Sum of One thouſand eight hundred and ſeventy-five Pounds in that Indenture mentioned was the proper Money of the ſaid *John Dealtry*: And whereas the ſaid *John Dealtry* died inteſtate: And whereas by a Deed Poll, dated the Ninth Day of *April* One thouſand ſeven hundred and eighty-three, under the Hand and Seal of the aforeſaid *John Cayley*, reciting the ſaid Wills of the ſaid *Richard Langley* the Grandfather and *Elizabeth Langley* Widow; and alſo reciting the Marriage of the ſaid *John Cayley* with the ſaid *Catherine*, One of the Daughters of the ſaid *Richard Langley* the Grandfather deceaſed; and that in conſequence of ſuch Marriage he the ſaid *John Cayley* was intitled to the ſeveral Sums following: to wit, Five hundred Pounds, being the Fourth Part of the ſaid Sum of Two thouſand Pounds bequeathed by the ſaid *Elizabeth Langley* as aforeſaid; the Sum of Three hundred and Thirty-three Pounds Six Shillings and Eight-pence, being the Sixth Part of the Sum of Two thouſand Pounds bequeathed by the ſaid *Richard Langley* the Grandfather as aforeſaid; and the Sum of Forty-one Pounds Thirteen Shillings and Four-pence, being the ſaid *Catherine*'s Eighth Part of the ſaid *Judith*'s Sixth Part of the ſaid laſt mentioned Sum of Two thouſand Pounds, which Sums making together the Sum of Eight hundred and ſeventy-five Pounds, were then charged upon the Eſtate and Inheritance of the ſaid *Richard Langley* the Grandſon; it is witneſſed that the ſaid *John Cayley*, in Conſideration of Two hundred and twenty-five Pounds before paid to him by the ſame *Richard Langley*, and of Six hundred and fifty-nine Pounds

Seven

Seven Shillings and Ten-pence then paid him by the ſame *Richard Langley*, in full Diſcharge of the ſaid Sum of Eight hundred and ſeventy-five Pounds, with the Intereſt thereof, did releaſe unto the ſaid *Richard Langley* the Grandſon and Heir at Law of the ſaid *Richard Langley* deceaſed, the ſaid Sum of Eight hundred and ſeventy-five Pounds ſo due and owing to him the ſaid *John Cayley* as aforeſaid; and alſo all his Share, Right, Title, Intereſt, Claim, and Demand of, in, or to the ſaid Sums of One thouſand Pounds and Four thouſand Pounds in the ſaid Will mentioned to be ſecured by the ſaid *Richard Langley* deceaſed, for the further Portions of his Daughters and younger Children, and all Intereſt in reſpect thereof: And whereas by Indenture Tripartite, bearing Date the Fourteenth Day of *July* One thouſand ſeven hundred and eighty three, and made between the aforeſaid *Peter Johnſon* of the Firſt Part, the aforeſaid *Elizabeth Dealtry* Widow and Relict and Adminiſtratrix of the ſaid *John Dealtry* of the Second Part, and the aforeſaid *Richard Langley* the Grandſon of the Third Part, reciting the ſaid Indenture of the Third Day of *June* One thouſand ſeven hundred and ſeventy-two, and the ſaid Indorſement thereon, and the Death of the ſaid *John Dealtry*, and that the ſaid *Elizabeth Dealtry* had obtained Letters of Adminiſtration of his Effects; and alſo reciting that the Principal and Intereſt had been paid by the ſaid *Richard Langley* the Grandſon to the ſaid *Elizabeth Dealtry*; it is witneſſed, that for the Conſideration therein-before mentioned the ſaid *Peter Johnſon*, at the Requeſt of the ſame *Richard Langley*, and by the Direction of the ſaid *Elizabeth Dealtry*, did ſurrender unto the ſaid *Richard Langley*, his Heirs and Aſſigns, the ſaid Manor, Lands, and Hereditaments comprized in the ſaid abſtracted Indenture of the Third Day of *June* One thouſand ſeven hundred and ſeventy-two, with the Appurtenances: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Thirteenth and Fourteenth Days of *July* One thouſand ſeven hundred and eighty-three, the Releaſe being of Three Parts, and made between the ſaid *Richard Langley* the Grandſon, eldeſt Son and Heir at Law of the ſaid *Boynton Langley* deceaſed by *Mary* his Wife, theretofore *Mary Foulis* Spinſter of the Firſt Part, *Henry Bell* Gentleman of the Second Part, and *John Tindall* Gentleman of the Third Part; and by a common Recovery ſuffered in Purſuance thereof, wherein the ſaid *Richard Langley* the Grandſon was vouched, the Entail and Remainders over then ſubſiſting of and in the aforeſaid Manors and Hereditaments comprized in and reſpectively deviſed and conveyed by the aforeſaid recited Will of the ſaid *Richard Langley* the Grandfather, and the ſaid Indentures of Leaſe and Releaſe and Settlement of the Twelfth Day of *May* One thouſand ſeven hundred and ſixty; and alſo of and in all other the Manors and Hereditaments of him the ſaid *Richard Langley* the Grandſon, in the ſaid County of *York*, were barred and deſtroyed, and all the ſame Manors and Hereditaments were thereupon limited and aſſured (ſubject as to the ſaid Hereditaments comprized in the ſaid Indenture of Releaſe of the Twelfth Day of *May* One thouſand ſeven hundred and ſixty, and thereby charged with the Payment of the ſaid yearly Rent of Five hundred Pounds to the ſaid *Mary Langley*, for the Confirmation of the ſame yearly Rent; and alſo ſubject to the ſaid Terms of Five hundred and One thouſand Years as to the Premiſes therein comprized) to the Uſe of the ſaid *Richard Langley* the Grandſon and his Heirs and Aſſigns for ever: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Sixteenth and Seventeenth Days of *November* in the Year of our Lord One thouſand ſeven hundred and eighty-four,

four, the Release being of Six Parts, and made between the aforesaid *Richard Langley* the Grandson therein described, of *Wykeham Abbey* in the County of *York* Esquire, of the First Part; the Right Honourable *Henry* Lord *Middleton* Baron of *Middleton* in the County of *Warwick*, of the Second Part; the Honourable *Dorothy Willoughby* eldest Daughter of the said Lord *Middleton*, of the Third Part; the Honourable *Henry Willoughby*, the only Son and Heir Apparent of the said Lord *Middleton*, and Sir *John Legard* Baronet, of the Fourth Part; Sir *William Foulis* Baronet and *Peregrine Dealtry* Esquire, of the Fifth Part; and *Digby Willoughby* Esquire and *John Foulis* Esquire, of the Sixth Part, in Consideration of the Marriage then intended between the said *Richard Langley* the Grandson and *Dorothy Willoughby*, the several Manors of *North Grimston*, *Sherborne*, *West Heslerton*, *Fimber*, *Driffield*, *Leavening*, and *Wykeham*, in the said County of *York*, the Moety of the Manor of *Brompton* otherwise *Swine Brompton* in the same County, the capital Messuage or Mansion House called *Wykeham Abbey*, and all the Messuages, Cottages, Mills, Farms, Rectories, Tythes, Lands, Tenements, and Hereditaments whatsoever, of him the said *Richard Langley* the Grandson, or of any Person in Trust for him, situate, lying, and being in *North Grimston*, *Sherborne*, *Fimber*, *Great Driffield*, *Little Driffield*, *Leavening*, *West Heslerton*, *Wykeham*, and *Brompton* aforesaid, and in *Stagglethorpe*, *Settrington*, *Berrithorpe*, *Birdsall*, *Duggleby*, *Weaverthorpe*, *Helperthorpe*, *Sherne*, *Hutton*, and *Hutton Cranswick*, *Ruston*, *Salden*, and *Marton*, or elsewhere within the said County of *York*, whereof the said *Richard Langley* was seised in Possession or Reversion, being his Estates of Inheritance, were settled and limited from and after the Solemnization of the said then intended Marriage, to the Use of the said *Richard Langley* the Grandson and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Henry Willoughby* and Sir *John Legard*, and their Heirs during the Life of the said *Richard Langley* the Grandson, upon Trust to preserve contingent Remainders; with Remainder as for and concerning the said Manors of *North Grimston*, *Leavening*, and *Wykeham*, and the Messuages, Lands, Tenements, and Hereditaments in *North Grimston*, *Leavening*, *Berrithorpe*, and *Wykeham* aforesaid, and in *Ruston*, *Brompton*, *Salden*, and *Marton* aforesaid, and every of them, to the Use and Intent that the said *Dorothy Willoughby* and her Assigns (in case she should survive the said *Richard Langley* the Grandson), should receive and take in the Name of her Jointure, and in lieu of Dower, a yearly Rent Charge of One thousand two hundred Pounds, to be issuing out of the said last mentioned Manors, Hereditaments, and Premises to be paid to her or her Assigns, during her Life, at the Times in the said Indenture mentioned, with Power of Entry and Distress, in case of Non-payment of the said Annuity; with Remainder, as to the Premises last mentioned, to the Use of the said *Digby Willoughby* and *John Foulis*, their Executors, Administrators, and Assigns for the Term of Ninety-nine Years, in case the said *Dorothy Willoughby* should so long live, upon Trust for better securing the Payment of the said Rent Charge of One thousand two hundred Pounds; with Remainder as to the said Premises, comprized in the said Term of Ninety-nine Years, and also as to all other the Manors, Messuages, Lands, Tenements, and Hereditaments herein-before mentioned and comprized in the same Indentures, to the Use of the said Sir *William Foulis* and *Peregrine Dealtry*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Death of the said *Richard Langley* the Grandson, upon Trust for raising by Demise, Sale, or Mortgage thereof, or of a competent Part thereof the Sums of Money therein

mentioned for the Portions of the Daughters and younger Sons of the said then intended Marriage, not exceeding in any Case the Sum of Twelve thousand Pounds in the Whole; with Remainder to the Use of the First and other Sons of the same Marriage in Tail Male successively; with Remainder to the Use of the First and other Sons of the said *Richard Langley* the Grandson, by any other Woman whom, after the Decease of the said *Dorothy*, he might marry in Tail Male successively; with Remainder to the Use of the aforesaid *William Langley*, the younger Brother of the said *Richard Langley* the Grandson, for his Life without Impeachment of Waste; with Remainder to Trustees during the Life of the same *William Langley*, upon Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the same *William Langley*, in Tail Male successively; with the ultimate Remainder to the Use of the said *Richard Langley* the Grandson, his Heirs and Assigns for ever. And in and by the same Indenture of Release the Tythes of Corn and Grain of *North Grimston* aforesaid, and divers Lands and Tenements there, being Part and Parcel of the Prebend in the Cathedral Church of *Saint Peter* in *York*, and held by Lease for Lives under the Prebendary of the said Prebend; also a Messuage and Lands in *North Grimston* aforesaid, held by Lease for Lives under the Vicars Choral of the said Cathedral Church; and also the Mansion or Parsonage House of *Acklam* in the said County of *York*, and divers Lands in *Acklam* aforesaid, and in *Leavening* aforesaid, in the Parish of *Acklam*, and in *Barthorp*, in the said County of *York*, and the Tythes of Corn, Hay, Wool, and Lamb yearly renewing, within the Fields and Territories of *Acklam*, *Leavening*, and *Barthorp* aforesaid, belonging to the Parsonage of *Acklam* aforesaid, held by Lease for Lives under the Chancellor of the said Cathedral and Metropolitical Church, were settled and limited to the Use of the said *Henry Willoughby* and Sir *John Legard*, and their Heirs in Trust, in the First Place to levy thereout such Sums of Money as should be requisite for the Renewal of the said Leases, when necessary, and subject thereto, upon Trust for the said *Richard Langley* the Grandson, and his Assigns, for his Life; with Remainder in Trust for such of the Sons of the said then intended Marriage as should first attain his Age of Twenty-one Years, and the Heirs and Assigns of such Son; and in Default of such Son, then in Trust for such of the Sons of the said *Richard Langley* by any other Woman whom he might marry, after the Decease of the said *Dorothy Willoughby*, as should first attain his Age of Twenty-one Years, and the Heirs and Assigns of such Son; and in Default of such Son, then in Trust for the said *William Langley* the Brother of the said *Richard Langley* the Grandson, and his Assigns for his Life; with Remainder in Trust for such of the Sons of the same *William Langley*, as should first attain the Age of Twenty-one Years, and the Heirs and Assigns of such Son; and in Default of such Son, then in Trust for the said *Richard Langley* the Grandson, his Heirs and Assigns; and in and by the said Indenture of Release now in Recital, a Power was given to the said *Richard Langley* at any Time during his Life, either absolutely to sell or to exchange for other Hereditaments of equal Value (with the Approbation and Consent of the said *Henry Willoughby*, Sir *John Legard*, Sir *William Foulis*, and *Peregrine Dealtry*, or the acting Trustees substituted in lieu of them respectively, by virtue of the Power therein contained, testified by Writing under their Hands), all or any of the therein-before mentioned Manors, Tenements, Hereditaments, and Premises, not charged with the said Annuity, or Sum of One thousand two hundred Pounds, so as the Money (in case of an absolute Sale), which might be raised thereby, should be paid to them the

said

said *Henry Willoughby*, Sir *John Legard*, Sir *William Foulis*, and *Peregrine Dealtry*, or such acting Trustee as aforesaid, and be *bonâ fide* applied for and towards the Payment of the Portions, provided for the younger Children of the aforesaid *Boynton Langley*, Father of the said *Richard Langley* the Grandson, by the Settlement made previous to his Marriage with the aforesaid *Mary Foulis* Spinster, or so much of the same Portions as should then remain unsatisfied, or so as other Hereditaments being of the Nature of Fee Simple or Copyhold of Inheritance, and equal in Value to such other Hereditaments so sold or exchanged, should be, by the Persons by whom such other Hereditaments should be sold or otherwise disposed of as soon as might be, conveyed and assured, to and for the like Uses, Intents, and Purposes as are therein-before declared, concerning the Hereditaments which should be sold or given in Exchange; and a Declaration is therein contained, that the Receipts of the said *Henry Willoughby*, Sir *John Legard*, Sir *William Foulis*, and *Peregrine Dealtry*, or the acting Trustees, should be a sufficient Discharge to any Purchaser; and in the same Indenture of Release is contained a Proviso and Agreement, that in case any One of the said *Henry Willoughby*, Sir *John Legard*, Sir *William Foulis*, and *Peregrine Dealtry*, should, during the Continuance of any of the Trusts reposed in them, happen to die or refuse or neglect to act (being requested so to do by the others of them), or should become incapable to act in any of the Trusts thereby in them respectively reposed; then that the Survivors of them should with the Consent of the said *Richard Langley* and *Dorothy Willoughby*, nominate some other Person to be a Trustee in the Place of the Person so dying, refusing, or neglecting, or becoming incapable as aforesaid; and all the Powers and Trusts which were vested in the Person or Persons in whose room such new Trustee or Trustees should be nominated, should from thenceforth be vested by all proper and legal Means in the Survivors, in Conjunction with such new Trustee; and until the same could be effectually done, all such respective Trusts and Powers should be executed by the Survivors or their Heirs, Executors, or Administrators from Time to Time: And whereas the Marriage between the said *Richard Langley* the Grandson and *Dorothy Willoughby* was solemnized soon after the Date of the said last recited Indentures of Lease and Release: And whereas by a Deed Poll, dated the Seventh Day of *December* One thousand seven hundred and eighty-four, under the Hands and Seals of the aforesaid *Elizabeth Dealtry* Widow, the aforesaid *Matthew Langley*, therein called *Matthew Boynton*, Administrator of the Goods and Chattels of the aforesaid *William Langley* his late Brother deceased, the aforesaid *Ann Langley* and *Frances Langley* Spinsters, the aforesaid *Ralph Creyke* and *Jane* his Wife, and the aforesaid *John Cayley* and *Catherine* his Wife, which said *Elizabeth Dealtry*, *Matthew Boynton*, *William Langley* deceased, *Ann Langley*, *Frances Langley*, *Jane* the Wife of the said *Ralph Creyke*, and *Catherine* the Wife of the said *John Cayley*, were the younger Children of the said *Richard Langley* the Grandfather, by *Elizabeth* his Wife also deceased, reciting the aforesaid recited Will of the said *Richard Langley* deceased, and that the Annuities and Legacies thereby given to them the said *Elizabeth Dealtry*, *Matthew Boynton*, *William Langley* deceased, *Ann Langley*, *Frances Langley*, *Jane* the Wife of the said *Ralph Creyke*, and *Catherine* the Wife of the said *John Cayley*, were to be in lieu and Satisfaction of the said Sums of One thousand Pounds, and Four thousand Pounds secured for their Portions; also reciting the Death of the aforesaid *Boynton Langley* the eldest Son of the said *Richard Langley*, leaving the said *Richard Langley* the Grandson, his eldest Son and Heir at Law; and also reciting the Death of the said *William*

liam Langley Brother of the said *Boynton Langley* intestate, and that before his Death, he had received the aforesaid Legacy of Two thousand Pounds bequeathed to him by the said Will of the said *Richard Langley* deceased, and had duly released the said *Richard Langley* the Grandson, and all the Lands and Hereditaments of which he the said *Richard Langley* deceased, died seised from the Payment thereof; and that the said *Matthew Boynton* had obtained Letters of Administration to the Effects of the said *William Langley* deceased: It is witnessed, that in Compliance with the Will of the said *Richard Langley* deceased; and that they the said *Elizabeth Dealtry*, *Matthew Boynton*, *William Langley*, *Anne Langley*, *Frances Langley*, *Ralph Creyke*, and *Jane* his Wife, and *John Cayley* and *Catherine* his Wife, might be entitled to the Annuities and Legacies given to them by his said Will, they the said *Elizabeth Dealtry*, *Matthew Boynton*, *Anne Langley*, *Frances Langley*, *Ralph Creyke* and *Jane* his Wife, and *John Cayley* and *Catherine* his Wife, having received their several Annuities, and having accepted of their Legacies given to them by the said Will, in Satisfaction of their Shares of the said One thousand Pounds and Four thousand Pounds, did thereby remise, release, and for ever quit Claim unto the said *Richard Langley* the Grandson and Heir at Law of the said *Richard Langley* deceased, and also to the Devisees and Personal Representatives of the said *Richard Langley*, all their and each of their Right, Interest, Claim, and Demand of, in, and to the said Sums of One thousand Pounds and Four thousand Pounds in the said Will mentioned, to be secured for the Portion of his Daughters and younger Children, so that all the Real and Personal Estates of the said *Richard Langley* deceased, should be wholly freed and discharged therefrom: And whereas by a Deed Poll bearing Date the Sixteenth Day of *May* One thousand seven hundred and eighty-five, under the Hand and Seal of the aforesaid *William Langley* One of the younger Children of the said *Boynton Langley* deceased by *Mary* his Wife, and then his Widow, who, before her Marriage, was called *Mary Foulis* Spinster, reciting the said Indenture of Release of the Twelfth Day of *May* One thousand seven hundred and sixty; and also reciting that the said *Boynton Langley* left Three younger Children at the Time of his Death, namely, the said *William Langley*, *Mary Langley*, and *Elizabeth Langley*; that the said *Elizabeth* died before she attained the Age of Eighteen Years and unmarried; that the said *William Langley* had attained his Age of Twenty-one Years; that the said *Mary Langley* had attained the Age of Eighteen Years; that the said *Boynton Langley* died without making any Direction or Appointment of the said Sum to be raised by virtue of the said Settlement; and that therefore the Sum of Seven thousand Pounds had become payable equally between the said *William Langley* and *Mary Langley* his Sister; it is by the same Indenture witnessed, that, in Consideration of Three thousand five hundred Pounds then paid by the said *Richard Langley* the Grandson to the said *William Langley*, he the said *William Langley* did thereby remise, release, and for ever quit Claim unto the said *Richard Langley* the eldest Son and Heir at Law of the said *Boynton Langley* by the said *Mary* his Wife, the said Sum of Three thousand five hundred Pounds due and owing to him the said *William Langley* as aforesaid; and also all the Right and Title which the said *William Langley* had in or upon all or any Part of the Estate and Inheritance of the said *Richard Langley* the Grandson: And whereas by a Deed Poll bearing Date the Twentieth Day of *December* One thousand seven hundred and ninety-six, under the Hand and Seal of the said *Ralph Creyke*, who was the sole Executor of the last Will and Testament of the aforesaid *Matthew Boynton* formerly *Langley* deceased, who was One

of

of the younger Children of the aforesaid *Richard Langley* the Grandfather, reciting the Will of the said *Richard Langley* the Grandfather; and also that the said *Richard Langley* the Grandson was Heir at Law of the said *Richard Langley* deceased, and as such seised of the Freehold and Inheritance of all and singular the Lands, Tenements, Tythes, and Hereditaments, of which the said *Richard Langley* deceased died seised; also that the said *Matthew Langley* afterwards *Boynton* had attained his Age of Twenty-one Years; and thereupon the said Legacy of Two thousand Pounds became due and payable; and also reciting the Death of the said *Matthew Boynton* having first made his last Will and Testament duly executed and attested; and appointed the said *Ralph Creyke* sole Executor thereof, who had duly proved the said Will; and also reciting that the said *Matthew Boynton* had in his Life-time received of the said *Richard Langley* the Grandson the Sum of One thousand five hundred Pounds in Part of the said Legacy of Two thousand Pounds; and that there then remained due to the said *Ralph Creyke*, as sole Executor of the said *Matthew* the Sum of Five hundred Pounds for the Remainder of the said Legacy; and also Thirty-two Pounds Three Shillings and Ten-pence for Interest; it is witnessed, that in Consideration of the said Sum of One thousand five hundred Pounds, which the said *Ralph Creyke* did thereby admit to have been paid to the said *Matthew* by the said *Richard Langley* the Grandson; and also of Five hundred and thirty-two Pounds Three Shillings and Ten-pence then paid to the said *Ralph Creyke* by the same *Richard Langley* in Discharge of the said Legacy, and all Interest for the same, he the said *Ralph Creyke* did absolutely release unto the same *Richard Langley* the Grandson and Heir at Law of the said *Richard Langley* deceased, and also to the Devisees and personal Representatives of the said *Richard Langley* deceased, the said Sum of Two thousand Pounds so given and bequeathed to the said *Matthew Langley* afterwards *Boynton*, in and by the said Will of the said *Richard Langley* deceased, and also the Share and Interest at Law and in Equity of him the said *Ralph Creyke*, as Executor as aforesaid of and in the said several Sums of One thousand Pounds and Four thousand Pounds, charged and secured by the said *Richard Langley* deceased for the Portions of his younger Children in Manner herein-before mentioned: And whereas by Indenture of Three Parts, bearing Date the Twenty-sixth Day of *July* One thousand eight hundred and two, and made between the aforesaid *Elizabeth Dealtry*, the Widow and Relict of the aforesaid *John Dealtry* deceased, before her Marriage with him called *Elizabeth Langley*, One of the younger Children of the said *Richard Langley* deceased, by *Elizabeth* his Wife, also deceased, of the First Part; the said *Richard Langley* the Grandson, of the Second Part; and *Digby Legard* Esquire, a Trustee, nominated and appointed by and on the Part and Behalf of the said *Richard Langley* the Grandson, of the Third Part, reciting the said Will of the said *Richard Langley* the Grandfather, and his said Codicil thereto; and also reciting that the said *Elizabeth Dealtry* had released all her Right and Interest in and to the said Sums of One thousand Pounds and Four thousand Pounds, pursuant to the Directions of the said Will and Codicils of her said Father; but that the said Legacy or Sum of Two thousand Pounds still remained unpaid, all Interest for the same having been discharged; also reciting that the said *Richard Langley* the Grandson had agreed to pay to the said *Elizabeth Dealtry* the Sum of Two thousand Pounds on having her said Legacy of Two thousand Pounds assigned to the said *Digby Legard*, in Trust for him the said *Richard Langley*; it is witnessed that, in Consideration of the Sum of Two thousand Pounds, by the said *Richard Langley* the Grandson,

to the ſaid *Elizabeth Dealtry* paid, ſhe the ſaid *Elizabeth Dealtry*, at the Requeſt and by the Direction of the ſame *Richard Langley*, did bargain, ſell, aſſign, transfer, and ſet over unto the ſaid *Digby Legard* the ſaid Legacy of Two thouſand Pounds, ſo given to her the ſaid *Elizabeth Dealtry* by the ſaid Codicil to the ſaid Will of the ſaid *Richard Longley*, as therein-before mentioned, and all Intereſt to become due for the ſame, to hold, receive, and take the ſaid Legacy of Two thouſand Pounds and the Intereſt thereof unto the ſaid *Digby Legard*, his Executors, Adminiſtrators, and Aſſigns, in Truſt for the ſaid *Richard Langley* the Grandſon, his Executors, Adminiſtrators, and Aſſigns, to the Intent that the ſame might go and be applied and diſpoſed of as Part of his Perſonal Eſtate: And whereas by Indenture, dated the Twenty-firſt Day of *February* One thouſand eight hundred and three, indorſed upon the aforeſaid Deed Poll of the Ninth Day of *April* One thouſand ſeven hundred and eighty-three, the ſaid *John Cayley* and *Catherine* his Wife, in Conſideration of One thouſand Pounds, therein expreſſed to have been paid the ſaid *John Cayley*, in full Satisfaction of the aforeſaid Annuity of Fifty Pounds in the ſame Deed Poll mentioned, did releaſe unto the ſaid *Richard Langley* the Grandſon, his Heirs, Executors, Adminiſtrators, and Aſſigns the ſame Annuity of Fifty Pounds, and all their Eſtate and Intereſt of and in the Manors and other Hereditaments of which the ſaid *Richard Langley* the Grandfather died ſeiſed, or which the ſaid *Richard Langley* the Grandſon had been or was ſeiſed of or intereſted in by virtue of the ſeveral Wills and Indentures in the ſame Deed Poll mentioned: And whereas the ſaid *William Langley* the Brother of the ſaid *Richard Langley* the Grandſon died in the Year One thouſand ſeven hundred and ninety-one, a Bachelor: And whereas the ſaid *Richard Langley* the Grandſon, with the Conſent and Approbation of the ſaid *Henry Willoughby*, now the Right Honourable Lord *Middleton*, Sir *John Legard*, Sir *William Foulis*, and *Peregrine Dealtry*, did, under the Power contained in the ſaid recited Indenture of Settlement of the Seventeenth Day of *November* One thouſand ſeven hundred and eighty-four, convey and diſpoſe of the ſaid Manor of *Fimber* and all his Lands and Tenements there to Sir *Chriſtopher Sykes* Baronet, in Exchange for divers Lands and Tenements at *Sherborne* aforeſaid, more convenient to the ſaid *Richard Langley*; and the Lands and Tenements ſo taken in Exchange by the ſaid *Richard Langley* were, in the Month of *April* One thouſand eight hundred, conveyed and aſſured to the like Uſes, Intents, and Purpoſes as are in the ſaid Indenture of Releaſe and Settlement of the Seventeenth Day of *November* One thouſand ſeven hundred and eighty-four, declared concerning the ſaid Premiſes at *Fimber* aforeſaid; and the ſaid *Richard Langley* did out of his own Money pay to the ſaid Sir *Chriſtopher Sykes* the Sum of One thouſand two hundred and ninety-two Pounds Nine Shillings and Tenpence, for the Difference in Value between the Lands and Premiſes taken by the ſaid *Richard Langley* and thoſe given by him to the ſaid Sir *Chriſtopher Sykes* in Exchange: And whereas the ſaid Sir *William Foulis* died in the Year One thouſand eight hundred and two, but no Truſtee hath been appointed in his Place or Stead: And whereas by a Deed Poll dated the Seventeenth Day of *March* One thouſand eight hundred and three, and endorſed on the aforeſaid recited Indenture of Settlement of the Seventeenth Day of *November* One thouſand ſeven hundred and eighty-four, and being under the Hands and Seals of the ſaid Sir *John Legard*, *Peregrine Dealtry*, *Henry* Lord *Middleton*, *Richard Langley* the Grandſon, and *Dorothy* his Wife, and *Digby Legard* of *Ganton* in the County

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of *York* Esquire, reciting that the said *Henry* Lord *Middleton* had been requested by the said Sir *John Legard* and *Peregrine Dealtry* to act in the Trusts and Powers contained in the said Indenture of Settlement of the Seventeenth Day of *November* One thousand seven hundred and eighty-four, and had thereupon refused to act in the same Trusts and Powers; it is witnessed that the said Sir *John Legard* and *Peregrine Dealtry* the Survivors of the said Trustees of the same Indenture of Release and Settlement did, with the Consent of the said *Richard Langley* the Grandson and *Dorothy* his Wife, nominate the said *Digby Legard* to be a Trustee in the room of the said *Henry* Lord *Middleton* so refusing to act as aforesaid: And whereas the several Legacies and Portions so as aforesaid charged upon the said settled Estates of the said *Richard Langley*, and which have been so as aforesaid paid by him since the making of his said Marriage Settlement of the Seventeenth Day of *November* One thousand seven hundred and eighty-four, amount together to the Sum of Eight thousand five hundred Pounds, and the Residue of the said several Legacies and Portions charged upon the said settled Estates, and which now remain unpaid, amount together to the Sum of Seven thousand two hundred and fifty Pounds; which said Legacies so paid by the said *Richard Langley* the Grandson, and remaining unpaid are particularised in the First Schedule to this Act: And whereas the said *Richard Langley* the Grandson hath laid out and expended in the Redemption of the Land Tax charged upon Part of the said settled Estates the Sum of Three thousand one hundred and thirty-six Pounds Fifteen Shillings and Ten-pence; and in purchasing a perpetual yearly Tythe Rent of Twenty-five Pounds Three Shillings and Four-pence Halfpenny, payable out of Part of the aforesaid settled Estates at *Brompton* and *Salden* the Sum of Five hundred Pounds: And whereas the said *Richard Langley* the Grandson hath also laid out and expended in draining, fencing, and inclosing some Parts of the said settled Estates under the Authority of Parliament, the Sum of Twelve thousand nine hundred and eighty-eight Pounds and Two-pence; a Particular of which is contained in the Second Schedule to this Act: And whereas it seems expedient to lay out in lasting and necessary Improvements of the same Estates the further Sum of Fifteen thousand six hundred and eighteen Pounds Eleven Shillings and Eleven-pence, a Statement and Estimate of which are set forth in the Third Schedule to this Act: And whereas the said settled Estates of the said *Richard Langley* were at and since the Date of the said Indentures of Lease and Release and Settlement of the Sixteenth and Seventeenth Days of *November* One thousand seven hundred and eighty-four, of the yearly Rent of Four thousand eight hundred and fifty-eight Pounds Nine Shillings and One Penny, and no more; but the same, chiefly from the Improvements made therein by the said *Richard Langley* the Grandson as aforesaid, and by erecting Farm Houses and other necessary Buildings thereon, are now of the yearly Rent of Eleven thousand and nine Pounds Sixteen Shillings, being an Increase of the yearly Rent of such Estates by the Sum of Six thousand one hundred and fifty-one Pounds Six Shillings and Eleven-pence: And whereas the Hereditaments and Premises at *Wykeham*, *Ruston*, *Brompton*, *Salden*, and *Marton* aforesaid, Part of the Estates limited for the Jointure of the said *Dorothy Langley* are now of the yearly Rent of Two thousand four hundred and seventy-six Pounds, and capable of Improvement: And whereas the said *Richard Langley* the Grandson, the Tenant for Life in Possession of the said settled Estates, having paid such Sums as aforesaid for Equality of Exchange, and in Discharge of Incumbrances,

brances, and for the Redemption of Land Tax, and for purchasing in the said perpetual Tythe Rent, which Sums make together the Sum of Thirteen thousand four hundred and twenty-nine Pounds Five Shillings and Eight-pence; it is conceived to be reasonable that he should be repaid the same by Sale of Part of the said settled Estates; and on Account of the Benefit and Advantage which will arise to his Issue Male (in case he should have any), by Means of the above Improvements, in which the Sum of Twelve thousand nine hundred and eighty-eight Pounds and Two-pence hath been so as aforesaid expended by the said *Richard Langley*, it is also conceived to be reasonable that he should be repaid that Sum by Sale of a further Part of the said settled Estates: And whereas the said *Richard Langley* proposes to lay out the Sum of fifteen thousand six hundred and eighteen Pounds Eleven Shillings and Eleven-pence, at least, in further Improvements of his said settled Estates which shall not be sold for the Purposes aforesaid; and the said *Richard Langley* conceives it to be reasonable that a further Part of the said settled Estates may be sold for the Purpose of reimbursing to him the Amount of such Sums as he shall hereafter expend in the erecting of Farm Houses on his said settled Estates which shall remain unsold, and in draining, inclosing, and planting the same, and in other lasting and necessary Improvements, such Sums not to exceed in the Whole the said Sum of Fifteen thousand six hundred and eighteen Pounds Eleven Shillings and Eleven-pence, and to be allowed by the High Court of Chancery, if signified by an Order made upon the Master's Report in a summary Way: And whereas the said Manors of *North Grimston* and *Leavening*, and the Freehold and Leasehold Messuages, Lands, Tythes, and Hereditaments at *North Grimston*, *Leavening*, *Acklam*, and *Barthorp* aforesaid lie at an inconvenient Distance from the Mansion House and the Rest of the settled Estates of the said *Richard Langley*, and are not capable of much Improvement; and the said *Richard Langley* and *Dorothy* his Wife, conceiving it to be just and reasonable, are therefore desirous that the same Estates may be vested in Trustees to be sold, and that the clear Purchase Monies be applied in Payment of the said Sums so paid by the said *Richard Langley* for Equality of Exchange, and in Discharge of Incumbrances, and in Purchase of Land Tax, and of the said perpetual Tythe Rent, and in making Improvements as aforesaid, and also for Payment of the said Legacies and Portions now remaining unpaid, and also for Payment (after the same shall be ascertained under the Direction of the said Court of Chancery as aforesaid), of the Sums which shall be so expended by the said *Richard Langley* in future Improvements; and that the Surplus of the Purchase Monies (if any), shall be laid out, under the Direction of the said Court of Chancery, in the Purchase of other Real Estates to be settled in lieu of the said Estates which shall be so sold, and to the same Uses; but inasmuch as by reason of the Limitations contained in the said Settlement of the Seventeenth Day of *November* One thousand seven hundred and eighty-four, the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Richard Langley* the Grandson and *Dorothy* his Wife, do 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 those the said Manors of *North Grimston* and *Leavening* aforesaid, and all and singu-

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lar the Freehold and Leasehold Messuages, Lands, Tenements, Tythes, and Hereditaments of him the said *Richard Langley* the Grandson, situate, lying, and being in the Townships, Precincts, or Territories of *North Grimston*, *Leavening*, *Acklam*, and *Barthorp* aforesaid, Parcel of the Premises comprized in the said Indentures of Lease and Release and Settlement of the Sixteenth and Seventeenth Days of *November* One thousand seven hundred and eighty-four, and which are particularly mentioned and described in the Fourth Schedule to this Act, and are of the clear annual Rent of One thousand eight hundred and seventy-six Pounds Eleven Shillings and Two-pence or thereabouts, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, and of every Part and Parcel thereof, shall, from and after the passing of this Act, be settled upon and vested in *Digby Legard* of *Ganton*, in the said County of *York*, Esquire, and *John Lockwood* of *Beverley*, in the same County, Gentleman, and their Heirs, as to such Parts thereof as are Freeholds of Inheritance, to the Use of them the said *Digby Legard* and *John Lockwood*, their Heirs and Assigns for ever; and as to such Parts thereof as are holden by Leases for Lives, to the Use of them the said *Digby Legard* and *John Lockwood*, and their Heirs and Assigns for and during the Lives of the *Cestui que vies* named in the several Leases under which the same are so holden, freed and absolutely acquitted, exonerated, exempted, and discharged of and from all and every the Uses, Trusts, Estates, Term of Years, Powers, Provisoes, Limitations, and Agreements in and by the said recited Indentures of Lease and Release and Settlement of the Sixteenth and Seventeenth Days of *November* One thousand seven hundred and eighty-four, limited, expressed, or declared of or concerning the same (save and except the Leases or Agreements for Leases to the Tenants or Occupiers of the said Messuages, Lands, Tenements, Tythes, and Hereditaments, or any Part thereof, made pursuant to the Powers in that Behalf contained in the same Settlement); but nevertheless upon the several Trusts, and to and for the several Ends, Intents, and Purposes herein-after expressed and declared of and concerning the same Premises respectively; (that is to say), upon Trust that they the said *Digby Legard* and *John Lockwood*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do, with all convenient Speed, sell and dispose of the said Manors, Messuages, Lands, Tenements, Tythes, and Hereditaments so hereby vested in them as aforesaid, with their and every of their Rights, Members, and Appurtenances, and of the Fee Simple thereof, or other Estate therein hereby vested in the said Trustees of this Act, either together or in Parcels, making such Sale or Sales under the Directions 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 *Richard Langley*, or his Executors, Administrators, or Assigns; and such Directions may be given either by any general Order or Orders, or by such particular Order or Orders as the said Court of Chancery shall think fit to make, from Time to Time; and, upon Payment of the Monies for which such Manors, Messuages, Lands, Tenements, Tythes, and Hereditaments, or any Part or Parts thereof, shall be sold in Manner hereinafter mentioned, shall and do convey and assure the same unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint, freed and discharged, and acquitted, exempted, and exonerated as aforesaid.

The Premises herein described vested in Trustees for the Purposes herein mentioned.

Appropriation of the Purchaſe Money.

II. And it is hereby further enacted, That any Perſon or Perſons to whom the ſaid *Digby Legard* and *John Lockwood*, or the Survivor of them, or the Heirs of ſuch Survivor, ſhall by virtue of this Act, make any Sale or Sales of any of the Hereditaments and Premiſes hereby veſted in Truſt, to be ſold as aforeſaid, ſhall on the Requeſt of the ſaid *Digby Legard* and *John Lockwood*, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, pay the whole or any Part or Parts of his or their Purchaſe Money or Purchaſe Monies, in or towards ſatisfying and diſcharging the ſaid ſeveral Principal Sums of Thirteen thouſand four hundred and twenty-nine Pounds Five Shilings and Eight-pence, and Twelve thouſand nine hundred and eighty-eight Pounds and Two-pence, or either of them, to the ſaid *Richard Langley*, his Executors, Adminiſtrators, or Aſſigns, and the ſaid Sum of Seven thouſand two hundred and fifty Pounds, or any Part thereof, to the Perſon or Perſons who for the Time being ſhall be entitled to the ſame; and the Receipt or Receipts of the ſaid *Richard Langley*, his Executors, Adminiſtrators, or Aſſigns, or of the other Perſon or Perſons who ſhall be ſo entitled to the ſame Principal Monies reſpectively, ſhall be a ſufficient Diſcharge to the Purchaſers or Perſons making any ſuch Payment.

Overplus of the Purchaſe Money to be paid into the Bank.

III. And be it further enacted, That all and every the Sum and Sums of Money which ſhall ariſe from any Sale or Sales made in purſuance of this Act, and ſhall not be applied in or towards ſatisfying and diſcharging the ſaid ſeveral Principal Sums of Thirteen thouſand four hundred and twenty-nine Pounds Five Shillings and Eight-pence, Twelve thouſand nine hundred and eighty-eight Pounds and Two-pence, and Seven thouſand two hundred and fifty Pounds, ſhall be paid by the Perſon or Perſons to whom ſuch Sale or Sales ſhall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Purchaſers of the ſettled Eſtates of *Richard Langley* Eſquire, purſuant to the Method preſcribed by the Act of the Twelfth Year of the Reign of King *George* the Firſt, Chapter Thirty-ſecond, and the General Orders of the ſaid Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-fourth.

Court of Chancery on Application, to enquire into what Improvements ſhall have been made on the ſettled Eſtates not herein directed to be ſold, &c.

IV. And be it further enacted, That it ſhall and may be lawful to and for the High Court of Chancery, from Time to Time, in a ſummary Way, upon Petition by the ſaid *Richard Langley*, his Executors, Adminiſtrators, or Aſſigns, to order it to be referred to a Maſter of that Court, to enquire what laſting and ſubſtantial Improvements ſhall have been made, after the paſſing of this Act, upon the ſaid ſettled Eſtates not herein-before directed to be ſold, or any Part thereof, by him the ſaid *Richard Langley*, by building and making proper and neceſſary Erections, by draining, incloſing, and fencing, and by planting Foreſt Trees, and nurſing and protecting the ſame, and what Coſts, Expences, and Diſburſements he the ſaid *Richard Langley* ſhall hereafter expend or be put to on that Account, and on Account of making Plans and Eſtimates of ſuch Improvements thereon; and alſo to tax the Coſts, Charges, and Expences of all Applications to and Proceedings in the ſaid Court of Chancery, in purſuance thereof; the Maſter in ſuch Enquiry attending to the Eſtimate contained in the ſaid Third Schedule; and to order the ſaid Maſter to ſtate the Reſult of his Enquiry, with his Opinion thereon, together with the Amount of the taxed Coſts to the Court; and after the ſaid Maſter ſhall have made his Report, and the ſame ſhall have been

been confirmed by the Court, then to order that the Amount of all such Costs, Charges, and Expences which shall have been found by the said Master to have been so expended as aforesaid; and also the Amount of the said taxed Costs, or any Part or Parts thereof, but not exceeding in the Whole the said Sum of Fifteen thousand six hundred and eighteen Pounds Eleven Shillings and Eleven-pence, shall be paid to the said *Richard Langley* his Executors, Administrators, or Assigns, by and out of the said Monies which shall be so paid into the Bank as aforesaid.

Surplus of Purchase Money to be laid out in the Purchase of Premises.

V. And be it further enacted, That all the Surplus (if any), which shall remain of the Money to arise from such Sale or Sales as aforesaid, after Payment and Satisfaction of the said several Sums of Thirteen thousand four hundred and twenty-nine Pounds Five Shillings and Eight-pence, Twenty-one thousand eight hundred and sixteen Pounds Three Shillings and Eight-pence, and Seven thousand two hundred and fifty Pounds; and also of the Sums which the said Court of Chancery shall order to be paid to the said *Richard Langley*, his Executors, Administrators, or Assigns, for the Costs and Expences of future Improvements, and for taxed Costs as aforesaid, shall upon Petition to the said Court of Chancery in a summary Way, by the said *Richard Langley*, or the Heirs Male of his Body, be laid out and invested in the Purchase or Purchases of other Freehold or Copyhold Lands, Tenements, Tythes, or Hereditaments of Inheritance as shall be contiguous to or convenient to be holden or enjoyed with the said settled Estates not hereinbefore directed to be sold as aforesaid, and as shall be approved by the said Court of Chancery, and from and immediately after the making of such Purchase or Purchases, the Lands, Tenements, Tythes, or Hereditaments so to be purchased, shall be conveyed, settled, and assured to, upon, and for such and so many of the Uses, Trusts, Intents, and Purposes, and under and subject to such and so many of the Provisoes, Limitations, and Restrictions, in and by the said Indenture of Release and Settlement of the Seventeenth Day of *November* One thousand seven hundred and eighty-four, limited and declared of and concerning the aforesaid Manor of, and other Hereditaments in *North Grimston* aforesaid thereby settled, as shall be then subsisting and capable of taking Effect.

Money when paid into the Bank, how to be applied in the mean Time.

VI. And be it further enacted, That all Sums of Money which shall be paid into the Bank, in the Name of the said Accountant General, in the Manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery, to be applied in the Payment of Costs and Expences according to the Provisions herein-after contained, shall in the mean Time and until the same Monies shall be respectively paid for, reimbursing the Expences of lasting Improvements, or invested in Purchases as aforesaid, be from Time to Time laid out by the said Accountant General, in the Purchase of Navy or Victualling or Transport Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy or Victualling or Transport Bills or Exchequer Bills, and the Money received for the same, as they shall respectively be 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 Transport Bills, or Exchequer Bills; all which said Navy and Victualling Bills, and Transport and Exchequer Bills, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall upon Petition to be preferred in a summary Way by the said *Richard Langley*, his Executors, Administrators, o Assigns, or by the Heirs

Heirs Male of his Body, be ordered to be sold by the Accountant General, for reimbursing the Expences of such future Improvements, or for the completing any Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and meet; and if the Money arising by the Sale of any such Navy, Victualling, Transport, or Exchequer Bills, which shall have been purchased as aforesaid, shall exceed the Amount of the original Purchase Money so laid out as aforesaid; then and in that Case only, the Surplus which shall remain, shall be paid to such Person or Persons respectively, as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representative of such Person or Persons.

Expences, how to be settled.

VII. And be it further enacted, That it shall be lawful for the Court of Chancery, from Time to Time, to make such Order as to the said Court shall think fit, for taxing or settling all Costs, Charges, and Expences, which shall have been incurred in soliciting and applying for and obtaining and passing this Act, and in making of the several Applications to the said Court of Chancery, in pursuance hereof, and in making and completing the Sales of the Hereditaments hereby made saleable, and in investing all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Lands and Hereditaments according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into Execution; and also, from Time to Time, to make an Order for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from the Sale or Sales of any Lands or Hereditaments under this Act, and shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the Navy, Victualling, Transport, or Exchequer Bills, to be purchased as aforesaid.

What shall be deemed a Discharge to the Purchaser for having paid the Purchase Money.

VIII. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank, 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*, by the Purchaser or Purchasers of any of the Hereditaments hereby authorized to be sold of his or their Purchase Monies respectively, or of any Part or Parts thereof, shall, from Time to Time, be a good and effectual Discharge to such Purchaser or Purchasers, and to his or their respective Heirs, Executors, Administrators, and Assigns, for the said Purchase Monies, or so much thereof for which such Certificates and Receipts shall be respectively given; and after filing such Certificates and Receipts as aforesaid, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the said Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Till Sale is made, Rents to be applied as heretofore.

IX. And be it further enacted, That in the mean Time and until such Sales shall be made as aforesaid of the Hereditaments hereby authorized to be sold, they the said *Digby Legard* and *John Lockwood* and the Survivor of them and his Heirs, shall permit and suffer the Rents and Profits of the same Hereditaments, to be had, received, and taken by such Person or Persons as would respectively have been entitled to have, hold, receive, and enjoy the same, in case this Act had not been made.

X. Provided

X. Provided always, and it is hereby further enacted and declared, That if the ſaid *Richard Langley* ſhall die before the Whole of the Money to be paid into the Bank in Manner aforeſaid ſhall have been laid out, either in reimburſing the Expences of laſting Improvements upon the ſaid ſettled Eſtates, or in the Purchaſe of other Eſtates in the Manner herein-before directed, and without leaving any Iſſue Male of his Body, then and in ſuch Caſe the Surplus of the Money ſo paid into the Bank as aforeſaid, and not then laid out as herein-before directed, ſhall belong to the Executors, Adminiſtrators, or Aſſigns of the ſaid *Richard Langley*; and then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid Court of Chancery in a ſummary Way, upon Petition by the Executors, Adminiſtrators, or Aſſigns of the ſaid *Richard Langley*, to order ſuch Surplus to be paid to the Executors, Adminiſtrators, or Aſſigns of him the ſaid *Richard Langley*.

In caſe of the Death of Mr. *Langley*, before the Purchaſe Money is applied, it ſhall belong to his Executors, &c.

XI. Provided always, and be it further enacted, That, in order to entitle him the ſaid *Richard Langley* to receive out of the Monies ſo to be paid into the Bank a Sum or Sums not exceeding the Sum of Fifteen thouſand ſix hundred and eighteen Pounds Eleven Shillings and Eleven-pence as aforeſaid, he the ſaid *Richard Langley* ſhall be obliged yearly, from and after the paſſing of this Act, during his Life, in caſe he ſhall live for a Period ſufficient in that Behalf to lay out and expend in ſubſtantial and laſting Improvements of the ſaid ſettled Eſtates, not hereby authorized to be ſold, a Sum not leſs than One thouſand Pounds, until the Sum or Sums which the Court of Chancery is hereby authorized to order to be paid to him the ſaid *Richard Langley*, in reſpect of ſuch Improvements, ſhall be made up by the Amount of ſuch yearly Expenditures; and he the ſaid *Richard Langley* ſhall alſo, within Six Calendar Months after the Expiration of every ſuch Year, apply to the ſaid Court of Chancery for an Order, confirming the Expenditure made in the preceding Year, which Order the ſaid Court is hereby authorized, from Time to Time, to make upon a Petition in a ſummary Way.

A yearly Sum to be laid out in laſting Improvements.

XII. Provided alſo, and it is hereby further enacted, That in caſe it ſhall be made appear to the Satisfaction of the ſaid Court of Chancery, that it will be for the Benefit of the Perſons intereſted in the ſaid Eſtates, that any Variation or Variations ſhall be made in the Proportions of the Expences of the Articles of Improvement contained in the ſaid Third Schedule, then and in ſuch Caſe, it ſhall be lawful to and for the ſaid Court of Chancery, from Time to Time, by an Order made upon Petition in a ſummary Way, to authorize ſuch Variation or Variations in the ſaid Articles of Improvement as the ſaid Court ſhall think proper; and the Maſter to whom ſuch Reference ſhall from Time to Time be made by the ſaid Court as aforeſaid, is to regulate his Enquiry reſpecting the Matters to him referred accordingly, and the ſaid Court of Chancery is hereby authorized from Time to Time to make an Order, in like Manner, for confirming any Variation or Variations in the Proportions of the Expences of the ſaid Articles of Improvement, where any ſuch Expences ſhall have been incurred by the ſaid *Richard Langley*, previouſly to the Application to the Court for confirming ſuch Variation and Variations.

Chancery may authorize Variations in the Articles of Improvement.

XIII. And be it further enacted, That he the ſaid *Richard Langley*, ſhall, at all Times during his Life, by and out of the annual Rents

Buildings, Fences, and Improvements to be kept in Repair.

Rents of the ſaid ſettled Eſtates remaining unſold, preſerve, maintain, and keep in good and ſubſtantial Repair and Condition the Buildings, Fences, and Improvements upon the ſaid Eſtates, in reſpect of which he ſhall claim or be allowed a Sum or Sums not exceeding Fifteen thouſand ſix hundred and eighteen Pounds Eleven Shillings and Eleven-pence as aforeſaid, and upon any Application being made to the ſaid Court of Chancery from Time to Time, for an Order for Payment to the ſaid *Richard Langley*, of any Sum or Sums of Money, or for any other Purpoſes by virtue of this Act, the ſaid Court of Chancery is hereby authorized to order it to be referred to a Maſter of that Court, to enquire and ſtate to the Court, or the ſaid Court may enquire as it ſhall think fit, whether the ſame Buildings, Fences, and Improvements have been preſerved, maintained, and kept in ſuch ſubſtantial Repair and Condition, and the ſaid Court is alſo hereby authorized upon any ſuch Application from Time to Time, to make ſuch Order or Orders upon the ſaid *Richard Langley*, as ſhall appear to the ſaid Court to be neceſſary for the Purpoſe of requiring him to have and keep the ſame ſo maintained and preſerved in good Repair and Condition, and the ſaid Court is hereby empowered to enforce the Obſervance of every ſuch Order by the ſaid *Richard Langley*, in ſuch Manner, and by ſuch Proceſs, as it ſhall judge expedient.

New Truſtees to be appointed.

XIV. Provided always, and it is hereby further enacted, That if both or either of them the ſaid *Digby Legard* and *John Lockwood*, or any future Truſtee or Truſtees, who ſhall ſucceed or be appointed in the Stead or Place of them, or either of them, as herein-after mentioned, ſhall die or deſire to relinquiſh the Truſt hereby in them or him repoſed, or ſhall refuſe or decline to act, or become incapable to act in the ſaid Truſts, or ſhall go out of *Great Britain* before the ſaid Truſts ſhall be fully performed and executed; then and ſo often as any ſuch Caſe ſhall happen, it ſhall be lawful for the ſaid *Richard Langley*, or ſuch other Perſon as for the Time being would be beneficially entitled in Poſſeſſion, according to the Uſes limited by the Settlement herein-before recited, to the Hereditaments hereby made ſaleable, or if ſuch Perſon ſhall be an Infant, then for his Guardian or Guardians, by any Writing or Writings under his or their Hand or Hands, and to be atteſted by Two or more credible Witneſſes, from Time to Time to nominate, ſubſtitute, and appoint any Perſon or Perſons to be a Truſtee or Truſtees, in the Place or Stead of the Truſtee or Truſtees ſo dying or deſiring to be diſcharged, or going out of *Great Britain*, or refuſing, declining, or becoming incapable to act as aforeſaid; and that when and ſo ſoon, and as often as any new Truſtee or Truſtees ſhall be nominated and appointed as aforeſaid, and ſuch Nomination and Appointment ſhall have been approved of by an Order of the ſaid Court of Chancery, in a ſummary Way, on a Petition by the Perſon or Perſons making ſuch Nomination or Appointment, or any Perſon beneficially intereſted, all the Truſt Eſtates and Premiſes which ſhall then be veſted in the Truſtee or Truſtees ſo dying, or deſirous of being diſcharged, or refuſing, declining, or becoming incapable to act, or going out of *Great Britain* as aforeſaid, either ſolely or jointly, with the other Truſtee or Truſtees, ſhall thereupon, with all convenient Speed, be conveyed and transferred in ſuch Sort and Manner, and ſo that the ſame Truſt Eſtates and Premiſes ſhall and may be legally and effectually veſted in the ſurviving or continuing Truſtee or Truſtees thereof and ſuch new or other Truſtee or Truſtees, or if there

ſhall

ſhall be no continuing Truſtee or Truſtees, then in ſuch new Truſtees only, upon the ſame Truſts and for the ſame Intents and Purpoſes as are herein-before declared of and concerning the ſaid Truſt Eſtate and Premiſes, or ſuch and ſo many of the ſame Truſts as ſhall or may be then ſubſiſting and capable of taking Effect; and that ſuch new Truſtee or Truſtees ſhall and may in all Things act in the Management, carrying on, and executing of the Truſts aforeſaid, as fully and effectually, and with all the ſame Powers and Authorities, to all Intents and Purpoſes whatſoever, as if he or they had been originally in and by this Act appointed a Truſtee or Truſtees for the Purpoſes aforeſaid.

Jointure of Mrs. *Langley* not affected.

'XV. Provided always, and it is hereby further enacted, That, notwithſtanding Part of the Hereditaments originally ſubjected to the ſaid yearly Rent Charge of One thouſand two hundred Pounds, which was ſo as aforeſaid limited in Uſe to the ſaid *Dorothy Langley*, for her Jointure, is, by the Operation of this Act, freed and diſcharged of and from the ſame yearly Rent Charge, and all Powers, Authorities, and Remedies for compelling the Payment thereof; yet nevertheleſs the ſame Rent Charge ſhall, in caſe of the ſaid *Dorothy Langley* ſurviving the ſaid *Richard Langley*, her Huſband, be, and remain, and continue to be iſſuing and payable out of the Reſidue of the Manors and other Hereditaments originally charged therewith, and not hereby veſted in Truſt to be ſold as aforeſaid, with all Powers, Authorities, and Remedies to the ſaid *Dorothy Langley* and her Aſſigns, for recovering and compelling Payment of the ſame from and out of ſuch Reſidue of the ſame Manors and other Hereditaments, in ſuch and the ſame Manner as if the ſaid Reſidue of the ſaid Manors and other Hereditaments had been originally the only Premiſes ſubject to the Payment of the ſame Rent Charge.

Certain Rights herein mentioned not affected.

XVI. Provided always, and be it further enacted, That nothing in this Act contained ſhall extend to defeat, leſſen, or alter the Right, Title, or Intereſt which the ſaid *Ann Langley* Spinſter hath to or in the aforeſaid Sum of One thouſand eight hundred and ſeventy-five Pounds ſo as aforeſaid ſecured, and due and owing to her, and the Intereſt thereon; or the Right, Title, or Intereſt which the ſaid *Frances Langley* Spinſter hath to or in the like Sum of One thouſand eight hundred and ſeventy-five Pounds ſo as aforeſaid ſecured, and due and owing to her, and the Intereſt thereon; or the Right, Title, or Intereſt which the ſaid *Robert Royds* and *Mary* his Wife, or either of them, in Right of her the ſaid *Mary*, have or hath in the Sum of Three thouſand five hundred Pounds ſo as aforeſaid ſecured, and due and owing to them, or either of them, and the Intereſt thereon; but that they the ſaid *Ann Langley*, *Frances Langley*, and *Robert Royds* and *Mary* his Wife, reſpectively, and their reſpective Executors, Adminiſtrators, and Aſſigns, ſhall and may, notwithſtanding the paſſing of this Act, have and enjoy, and be entitled to exerciſe ſuch and the ſame Remedies, Powers, and Authorities for recovering and compelling Payment of the ſame principal Sums ſo due and owing, and ſecured to them reſpectively, and the Intereſt in reſpect thereof, as they reſpectively would have had and enjoyed, or been entitled to in caſe this Act had not been made.

Certain Premiſes not affected.

XVII. Provided alſo, and it is hereby further enacted, That all and ſingular the Eſtates, Rights, and Intereſts, Powers and Truſts, Privileges and Authorities, which, in virtue of the ſaid recited Indenture of Releaſe

Releaſe of the Seventeenth Day of *November* One thouſand ſeven hundred and eighty-four, were veſted in the ſaid *Henry* Lord *Middleton* and Sir *John Legard* and their Heirs and Aſſigns, ſhall, from henceforth, as to, for, and concerning ſuch and ſo many of the Manors, Lands, and other Hereditaments comprized in the ſame Indenture, as are not hereby veſted in Truſt as aforeſaid, be and remain and continue veſted in the ſaid Sir *John Legard* a Truſtee, Party to the ſame Indenture of Releaſe, and in the ſaid *Digby Legard*, who hath been appointed a Truſtee in the room of the ſaid *Henry* Lord *Middleton*, in and by the ſaid recited Deed Poll of the Seventeenth Day of *March* One thouſand eight hundred and three, and in the Heirs and Aſſigns of them the ſaid Sir *John Legard* and *Digby Legard*, and ſuch of the ſame Manors as the Caſe would have been if the ſaid *Digby Legard* had been named the Co-Truſtee with the ſaid Sir *John Legard* in the ſame Indenture of Releaſe inſtead of the ſaid *Henry* Lord *Middleton* and the Name of him the ſaid *Digby Legard* had been uſed inſtead of the Name of the ſaid *Henry* Lord *Middleton* jointly with the Name of the ſaid Sir *John Legard*, in the ſeveral Limitations of Uſes and Declarations of Truſt, and in the ſeveral Powers, Privileges, and Authorities, in the ſame Indenture contained, where any ſuch Uſe, Truſt, Power, Privilege, or Authority, is thereby limited or given to the ſaid Sir *John Legard* and *Henry* Lord *Middleton* and their Heirs and Aſſigns only, or jointly with others; any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

General Saving.

XVIII. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (other than and except the ſaid *Richard Langley* and *Dorothy* his Wife, and their Iſſue Male, and their Daughters and younger Sons, and the Iſſue Male of the ſaid *Richard Langley* by any after-taken Wife, and the ſeveral Truſtees named in and appointed purſuant to the ſaid recited Indenture of Releaſe and Settlement of the Seventeenth Day of *November* One thouſand ſeven hundred and eighty-four, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns), all ſuch Eſtate, Right, Title, Intereſt, Claims, and Demands whatſoever of, into, or out of the ſaid Manors, Meſſuages, Lands, Tenements, Tythes, and Hereditaments hereby veſted in Truſt to be ſold as aforeſaid, or any Part thereof as they, every, or any of them had before the paſſing of this Act, or could or might have had, held, or enjoyed in caſe this Act had not been made.

Act when printed to be Evidence.

XIX. And be it further enacted, That this Act ſhall be printed by the Printer to the King's moſt Excellent Majeſty; and may be given in Evidence in all Courts of Juſtice, and before all Judges and Juſtices, who ſhall take judicial Notice thereof, in like Manner as if the ſame had been declared to be a publick Act.

THE

THE FIRST SCHEDULE

To which the foregoing Act refers.

Legacies and Portions charged upon the settled Estates by the Will and Codicil of Richard Langley Esquire, the Grandfather; and the Settlement of Boynton Langley Esquire, the Father of the present Richard Langley Esquire.

PAID by Richard Langley the Grandson, since his Marriage Settlement of One thousand seven hundred and eighty-four, due under the Will and Codicil:

	£.	s.	d.	£.	s.	d.
To Matthew Boynton Esquire (late Matthew Langley), One of the younger Sons of Richard Langley the Grandfather, and to Ralph Creyke Esquire, his Executor -	2,000	0	0			
To John Cayley Esquire, and Catherine his Wife, One of the Daughters of Richard Langley the Grandfather, for the Remainder of her Portion (Eight hundred and seventy-five Pounds being paid before the making of the Settlement in 1784)	1,000	0	0			
To Elizabeth Dealtry Widow, another of the Daughters of Richard Langley the Grandfather -	2,000	0	0			
				5,000	0	0
TO BE PAID						
To Ann Langley Spinster, another of the Daughters of Richard Langley the Grandfather - -	1,875	0	0			
To Frances Langley Spinster, another of such Daughters - -	1,875	0	0			
				3,750	0	0

PAID by Richard Langley the Grandson, under the Settlement of his Father, Boynton Langley:

	£. s. d.
To William Langley Esquire, One of the Two surviving younger Children - - -	3,500 0 0
TO BE paid to Robert Royds Esquire, in Right of Mary his Wife, the other of such Two younger Children - - - -	3,500 0 0
Total of Sums paid and to be paid -	15,750 0 0

Sums paid	5,000 0 0	Sums to be paid -	3,750 0 0
	3,500 0 0		3,500 0 0
In all -	8,500 0 0	In all -	7,250 0 0

DIGBY LEGARD.
JOHN LOCKWOOD.

THE SECOND SCHEDULE

to which the foregoing Act refers.

	£.	s.	d.
Paid under the Act of Parliament, which paſſed in the Fortieth George the Third, for draining, embanking, and improving divers Tracts of Land, within (inter alia), the Townſhips of Sherburn, Weſt Heſlerton, and Wykeham, in the Eaſt and North Ridings of the County of York - -	2,618	11	11
Paid under the Act of Parliament, which paſſed Forty-firſt George the Third, for dividing and incloſing the ſeveral Open Common Fields, Lands, Paſtures, Leys, Commons, and other Waſte Lands and Grounds in the Townſhips of Helperthorpe, Weaverthorpe, and Eaſt and Weſt Lutton, in the Eaſt Riding of the County of York - -	5,315	8	3
Paid for dividing and incloſing the ſeveral Common Paſtures, Commons, or Waſte Grounds, within the Townſhips of Wykeham and Ruſton, in the Manor of Wykeham, under an Act which paſſed in the Twenty-fifth George the Third - -	2,000	0	0
Paid for incloſing the Open Fields and Grounds within the Townſhip of North Grimſton, under an Act which paſſed the Thirty-ſecond George the Third - - - - - -	1,054	0	0
Paid for incloſing the Common Fields, Common Paſtures, and other unincloſed Grounds, within the Townſhip of Weſt Heſlerton, and Pariſh of Yeddingham, under an Act of Parliament, paſſed the Tenth George the Third - - -	2,000	0	0
£	12,988	0	2

DIGBY LEGARD.
JOHN LOCKWOOD.

THE THIRD SCHEDULE

to which the foregoing Act refers.

STATEMENT of Improvements intended to be made on the Settled Estates, with the computed Expence.

	£.	s.	d.
Building Five Farm Houses, with Barns and other Out-buildings, and sub-dividing and planting 200 Acres of Land at Wykeham - - - - -	4,000	0	0
Building One Farm House, with Cottages, Barns, and Out-houses, at West Heslerton - - - -	1,000	0	0
Building Two Farm Houses, with Barns and Out-houses, and further sub-dividing 2,800 Acres of Land in the Parish of Weaverthorpe, and planting 200 Acres thereof - - - - - -	8,000	0	0
Defraying the further Charges of the Commissioners under the Drainage Act, for Lands at West Heslerton, Sherborne, and Wykeham - - - - -	2,618	11	11
	£ 15,618	11	11

DIGBY LEGARD.

THE FOURTH SCHEDULE

to which the foregoing Act refers.

In the Township of NORTH GRIMSTON.

FREEHOLD.

The Manor of NORTH GRIMSTON.

	Quantity. A.	R.	P.	Yearly Rent. £.	s.	d.
Lands in the Occupation of George Simpkin	184	3	12	133	13	6
A Meſſuage and Lands in the Occupation of John Marſhall	63	1	1	78	19	8
A Meſſuage and Lands in the Occupation of J. Beilby	151	0	9	138	16	0
Lands in the Occupation of Joſeph Wardale	229	3	3	179	10	0
A Meſſuage and Lands in the Occupation of John Dale	210	2	2	156	6	0
Ditto, Ditto of Thomas Wilſon	195	2	32	147	2	0
A Cottage and Lands of Francis Arnitt	4	2	0	4	3	0
Ditto, of William Carr	3	0	16	5	12	0
Ditto, George Richmond	2	0	24	4	12	0
Ditto, Samuel Mitchell	3	0	16	5	18	0
Ditto, Thomas Arnitt	0	0	32	1	1	0
Ditto, Richard Bielby	1	3	36	5	18	0
Ditto, John Peckſtone	2	0	28	8	18	0
Ditto, John Gibſon	2	1	39	6	8	0
Ditto, William Neſhaw	2	2	13	5	16	0
Lands, William Robinſon	1	0	0	2	11	0

	Quantity. A. R. P.	Yearly Rent. £. s. d.
A Cottage and Lands, John Waller -	2 2 13	5 16 0
Ditto, James Marſhall - -	2 2 13	5 16 0
Ditto, Francis Seller - -	2 2 31	5 16 0
Ditto, Richard Raiſin - -	2 2 30	5 16 0
A Cottage and Garth in the Occupation of Thomas Waller - -	0 0 0	1 1 0
Ditto, Thomas Dunn - - -	0 0 0	1 1 0
Ditto, Thomas Wright - -	0 0 0	1 0 0
A Summer Paſture for Cottagers, included in the above Rents - -	24 1 32	0 0 0
Land in Plantations - -	12 2 12	0 0 0

LEASEHOLD FOR LIVES.

Meſſuage and Lands in the Occupation of George Simpkin - - -	65 3 19	46 6 6
Lands, John Marſhall - -	93 2 32	69 18 4
Ditto, Francis Arnett - -	11 2 0	9 4 0
Ditto, John Marſhall - -	11 3 20	9 10 0
Tythe Rents fixed by Authority of Parliament - - - -	0 0 0	0 14 11
	1,288 3 29	1,046 13 11

DEDUCTIONS.

Reſerved Rents, and Fee Farm Rents - -	20 6 3	
Land Tax upon the Leaſehold Eſtate - -	4 3 3	
		24 9 6
		£. 1,022 4 5

In the Townſhip of LEAVENING.

The Manor of LEAVENING.

	Quantity. A.	R.	P.	Yearly Rent. £.	s.	d.
A Meſſuage and Lands in the Occupation of Thomas Layton - - -	69	1	6	57	10	0
Ditto, Thomas Seller junior -	35	1	38	33	10	0
Ditto, Thomas Seller ſenior -	73	1	35	67	10	0
Ditto, Samuel Mitchell - -	59	2	17	63	0	0
Ditto, Chriſtopher Hopper -	93	2	28	100	0	0
Ditto, Thomas Jennings - -	43	0	22	45	18	0
Ditto, Thomas Warwick -	44	1	12	50	0	0
Ditto, J. and R. Seller - -	143	1	20	123	0	0
A Cottage and Lands, Elizabeth Addiſon	17	3	3	22	0	0
Ditto, Thomas Bing - -	4	1	4	5	5	9
Land, William Kirby - -	3	2	14	3	3	0
A Cottage and Lands, John Braffender	3	2	15	3	3	0
A Cottage Houſe, Thomas Gilliard -	0	0	0	0	10	0
Plantation - - - -	5	0	10	0	0	0
Tythes now let for - - -	0	0	0	42	15	6
	596	2	24	617	4	6

DEDUCTIONS.

Fee Farm Rents - - -			0	18	1
			£616	6	5

In the Townſhip of ACKLAM.

LEASEHOLD FOR LIVES.

	Quantity. A.	R.	P.	Annual Rent. £.	s.	d.
A Meſſuage, Two Cottages, and Lands in the Occupation of Thomas Craven	132	0	0	130	0	0
Fixed Money Payments - - -	0	0	0	21	13	0
Alſo - - - -	0	0	0	5	15	0
	132	0	0	157	8	0

DEDUCTIONS.

Reſerved Rents to the Chancellor of York, and the Vicar of Acklam -				19	9	
				£138		

In the Townſhip of BARTHORPE.

	Quantity. A.	R.	P.	Yearly Rent. £.	s.	d.
The Tythes of Corn, Hay, Wool, and Lamb, now let to Clement Seller and others for - - -	0	0	0	100	0	0

Clear Rent for North Grimſton -	1,022	4	5	
Leavening - -	616	6	5	
Acklam - -	138	0	4	
Barthorpe - -	100	0	0	
				1,876 11 2

DIGBY LEGARD.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1803.

ANNO QUADRAGESIMO TERTIO

GEORGII III. REGIS.

Cap. CI.

An Act for dividing and incloſing the Common Fields, Common Ings, Commons, and Waſte Grounds, within the Manor of *Allerton Bywater*, in the Pariſh of *Kippax*, in the Weſt Riding of the County of *York*. [24th *June* 1803.]

WHEREAS there are within the Manor of *Allerton Bywater*, in the Pariſh of *Kippax*, in the Weſt Riding of the County of *York*, ſeveral Open Arable Fields, Common Stinted Paſtures, Ings, Commons, and Waſte Grounds, containing by Eſtimation Eight hundred and ninety Acres or thereabouts: And whereas *James Fox* Eſquire, is Lord of the ſaid Manor of *Allerton Bywater*, and Owner of the Soil of all the ſaid Commons and Waſte Grounds, and intitled to all the Royalties belonging to the ſaid Manor: And whereas the Right Honourable *John* Earl *Mexborough*, is Owner and Impropriator of all the Tythes of Corn, Grain, and Hay over the whole of the ſaid Manor, ſave and except the Tythes of certain Lands in the *Weſt Field* and *Letchmere Field*, and other Lands of the ſaid *James Fox*, Two Third Parts of which Tythes belong to *Thomas Bland Daviſon Bland* Eſquire; and alſo ſave and except the Tythes of the old Incloſures of the ſaid *Thomas Bland Daviſon*

Lord of the Manor.

Impropriator.

Daviſon Bland, called *Brigſhaw Farm*, and certain Parcels of Land, called the *Park-out-caſts*, and ſo much of *Kippax Park* as lies within the Townſhip of *Allerton Bywater*; the ſame or certain Parts thereof being free from the ſaid Tythes, or ſome or One of them: And whereas the King's moſt Excellent Majeſty, in Right of His Crown, is Patron of the Vicarage of *Kippax* aforeſaid, and the Reverend *Miles Atkinſon* Clerk, as Vicar thereof, is entitled to the Tythes of Flax, Hemp, Rape, Turnips, Potatoes, and other Small Tythes and *Eaſter* Offerings within the ſaid Manor and Townſhip, ſave and except the Tythe of Wool and Lamb, to which *John Tate* of *Cowick*, in the Pariſh of *Snaith*, in the ſaid County, Miller, is entitled over the Whole of the ſaid Townſhip, except over the old Incloſures of the ſaid *Thomas Bland Daviſon Bland*, which are claimed by him as free from the ſaid Tythe: And whereas the ſaid *James Fox*, *John* Earl *Mexborough*, *John Lowther* Eſquire, the ſaid *Thomas Bland Daviſon Bland*, *William Stables*, Gentleman, and ſeveral other Perſons are Owners and Proprietors of Meſſuages and Cottages, or Scites of Meſſuages and Cottages, Lands and Grounds within the ſaid Manor of *Allerton Bywater*, and entitled to Right of Common upon the ſaid Commons and Waſte Grounds, and to Right of Average in the ſaid Fields, Common Stinted Paſtures, and Ings, or ſome Part thereof: And whereas an Act was paſſed in the Forty-firſt Year of the Reign of His preſent Majeſty, intituled, *An Act for conſolidating in One Act certain Proviſions uſually inſerted in Acts of Incloſure; and for facilitating the Mode of proving the ſeveral Facts uſually required on the paſſing of ſuch Acts:* And whereas the Lands and Grounds of the ſaid Proprietors within the ſaid Fields and Ings, lie intermixed and diſperſed in ſmall Parcels, and in their preſent State are incapable of any conſiderable Improvement, and it would be of great Advantage to all Perſons intereſted in the ſaid Open Fields, Common Stinted Paſtures, Ings, Commons, and Waſte Grounds, and alſo of publick Utility, if the ſaid Open Fields, Common Stinted Paſtures, Ings, Commons, and Waſte Grounds, were divided and incloſed, and a Compenſation made in lieu of all Tythes, as well Great as Small, ariſing within ſaid Manor of *Allerton Bywater* aforeſaid, or the titheable Places thereof, and ſpecifick Allotments made to the ſeveral Proprietors, according to their reſpective Rights and Intereſts in the ſame Open Fields, Common Stinted Paſtures, Ings, Commons, and Waſte Grounds; but as the ſame cannot be effected without the Aid and Authority of Parliament: May it therefore pleaſe 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 *William Shipton* of *Green Hammerton*, in the ſaid County of *York*, Gentleman, or his Succeſſor, to be elected in Manner herein-after mentioned, ſhall be and he is hereby appointed ſole Commiſſioner for dividing, allotting, and incloſing the ſaid Open Fields, Common Stinted Paſtures, Ings, Commons, and Waſte Grounds, and for carrying this Act, and the ſaid recited Act into Execution, ſubject to the Rules, Orders, and Directions herein-after contained.

Patron.

Proprietors.

Act 41 Geo. 3.

Inconveniencies.

Appointment of Commiſſioner.

Appointment of Commiſſioner in caſe of Vacancy.

II. And be it further enacted, That if the ſaid *William Shipton*, or any other Commiſſioner to be appointed in Manner herein-after mentioned, ſhall die, or ſhall neglect, refuſe, or become incapable of acting, or carrying this Act into Execution, that then it ſhall and may be lawful to

to and for the Lord of the said Manor for the Time being, and the Chancellor of the Duchy of *Lancaster* for the Time being, or the Clerk of the Council of the said Duchy for the Time being, or his Deputy, and the major Part in Value of the other Proprietors or Persons interested in the said Open Fields, Commons, Stinted Pastures, Ings, Commons, and Waste Grounds, by themselves, or their Agents or Attorneys lawfully authorized, who shall be present at a publick Meeting to be held for that Purpose, at some convenient Place in or near the Township of *Allerton Bywater* aforesaid, in pursuance of a Notice to be given in the *Leeds Intelligencer*, or other weekly Paper printed in the Neighbourhood; and also in the Parish Church of *Kippax* aforesaid, immediately after Divine Service, or by Writing to be affixed on the Front Door of the said Church, at least Ten Days before such Meeting, (which Notice any Proprietor of or Person interested in the said Open Fields, Common Stinted Pastures, Ings, Commons, or Waste Grounds is hereby authorized to give by Writing under his or her Hand, or the Hand of his, her, or their Agent), to elect and appoint some other fit and proper Person not interested in the said Division or Inclosure, to be a Commissioner in the Place of the said *William Shipton*, and so from Time to Time as often as any Commissioner to be appointed as aforesaid, shall die, or neglect, or refuse to act in the Execution hereof; and every Commissioner so to be appointed as aforesaid, shall have the like Powers and Authorities for putting this Act into Execution, as the said *William Shipton* is hereby invested with in all Respects whatsoever, until the said Division and Allotment of the said Open Fields, Common Stinted Pastures, Ings, Commons, and Waste Grounds, and the Powers and Authorities given by this Act and the said recited Act shall be completely effected and carried into Execution.

Notice to be given by Commissioner before his beginning to act.

III. And be it further enacted, That the said Commissioner shall and he is hereby required to cause Notice to be published in the Parish Church of *Kippax* aforesaid, upon some *Sunday* immediately after Divine Service, and by Writing to be affixed on the Front Door of the said Church; and also to be published Once at least in the *Leeds Intelligencer*, or other weekly Paper to be printed in the Neighbourhood, of the Time and Place of his beginning to put this Act into Execution; and also of such other Day or Days as he shall appoint for receiving the Claims of any Person or Persons, or Bodies Politick, or Corporate, to any Share, Right, or Interest in the said Open Fields, Common Stinted Pastures, and Ings, or any Average therein, or any Right of Common upon the said Commons and Waste Grounds hereby directed to be divided and inclosed; so as the Place of Attendance to be mentioned in every such Notice be within Five Miles of the Town of *Allerton Bywater*, and so as every such Notice be given Ten Days at least before the First Day so to be appointed; and the said Commissioner shall and may afterwards proceed in the Execution of this Act, and from Time to Time adjourn to such Time and Place as he shall think proper: Provided always, that all other Notices requisite or necessary to be made and given by the said Commissioner shall be so made and given by Advertisement in the said Newspaper, or in case the said Newspaper shall not then be published, then in some other Newspaper printed or circulated in the Neighbourhood.

Other Notices how to be given.

IV. And

Commiſſioner to ſettle Diſputes.

IV. And be it further enacted, That if any Diſpute or Difference ſhall ariſe between any of the Parties intereſted or claiming to be intereſted in the ſaid Diviſion and Allotments touching or concerning any Claim or Claims to the ſaid Lands and Grounds, or any Part or Parts thereof, or touching or concerning their reſpective Rights and Intereſts which they or any of them ſhall have or claim to have in the ſame, or touching or concerning any other Matter or Thing relating to the ſaid Diviſion and Allotments, it ſhall be lawful for the ſaid Commiſſioner, and he is hereby authorized and empowered to examine into, hear, and determine the ſame: Provided always, that nothing in this Act contained ſhall authorize or empower the ſaid Commiſſioner to determine the Title to any Meſſuages, Cottages, Lands, or Hereditaments whatſoever.

Power to aſſeſs Coſts.

V. And be it further enacted, That in caſe the ſaid Commiſſioner ſhall, upon the Hearing and Determination of any Claim or Claims, Objection or Objections to be delivered to him in purſuance of this or the ſaid recited Act, ſee Cauſe to award any Coſts, it ſhall be lawful for the ſaid Commiſſioner, and he is hereby empowered upon Application made to him for that Purpoſe, to ſettle, aſſeſs, and award ſuch Coſts and Charges as he ſhall think reaſonable, to be paid to the Party or Parties in whoſe Favour any Determination ſhall be made, by the Perſon or Perſons whoſe Claim or Claims, Objection or Objections, ſhall be thereby diſallowed or over-ruled; and in caſe the Perſon or Perſons, who ſhall be liable to pay ſuch Coſts and Charges, ſhall neglect or refuſe to pay the ſame on Demand, then and in ſuch Caſe, it ſhall be lawful for the ſaid Commiſſioner, and he is hereby authorized and required, by Warrant under his Hand, directed to any Perſon or Perſons whomſoever, to cauſe ſuch Coſts and Charges to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo neglecting or refuſing to pay the ſame, rendering the Overplus (if any) upon Demand, to the Perſon or Perſons whoſe Goods and Chattels ſhall have been ſo diſtrained and ſold, after deducting the Coſts and Charges attending ſuch Diſtreſs and Sale.

Allowing Parties to try their Rights by an Iſſue at Law.

VI. Provided always, and be it enacted, That in caſe any Perſon or Perſons, Body or Bodies Politick, Corporate, or Collegiate, intereſted or claiming to be intereſted in the ſaid intended Diviſion and Allotments, ſhall be diſſatisfied with any Determination of the ſaid Commiſſioner, touching or concerning any Claim or Claims to the ſaid Lands and Grounds, or any Rights or Intereſts therein as aforeſaid, it ſhall and may be lawful to and for the Perſon or Perſons ſo diſſatisfied, to proceed to a Trial at Law of the Matter ſo determined by the ſaid Commiſſioner at the then next or at the following Aſſizes to be holden for the Weſt Riding of the ſaid County of *York*; and for that Purpoſe the Perſon or Perſons who ſhall be diſſatisfied with the Determination of the ſaid Commiſſioner, ſhall cauſe an Action to be brought upon a feigned Iſſue againſt the Perſon or Perſons in whoſe Favour ſuch Determination ſhall have been made, within Two Calendar Months next after ſuch Determination of the ſaid Commiſſioner; and the Defendant or Defendants in ſuch Action or Actions ſhall, and he, ſhe, or they is and are hereby required to name an Attorney or Attornies who ſhall appear thereto, or file Common Bail, and accept One or more Iſſue or Iſſues, whereby ſuch Claim or Claims, and the Right or Rights thereby inſiſted on, may be tried and determined,

(ſuch

(ſuch Iſſue or Iſſues to be ſettled by the proper Officer of the Court in which the ſaid Action or Actions ſhall be commenced, in caſe the Parties ſhall differ about the ſame), and the Verdict or Verdicts which ſhall be given in ſuch Action or Actions ſhall be final, binding, and concluſive upon all and every Perſon and Perſons whomſoever, Body and Bodies Politick, Corporate, or Collegiate, unleſs the Court where ſuch Action or Actions ſhall be brought, ſhall ſet aſide ſuch Verdict or Verdicts, and order a new Trial to be had therein, which it ſhall be lawful for the Court to do as is uſual in other Caſes; and that after ſuch Verdict or Verdicts ſhall be obtained, and not ſet aſide by the Court, the ſaid Commiſſioner ſhall and he is hereby required to act in Conformity thereto, and to allow or diſallow the Claim or Claims thereby determined, according to the Event of ſuch Trial or Trials.

If any of the Parties die, Proceedings not to abate.

VII. And be it further enacted, That if any of the Parties in any Action to be brought in purſuance of this Act ſhall die pending the ſame, ſuch Action ſhall not abate by reaſon thereof, but ſhall be proceeded in as if no ſuch Event had happened.

Mr. *Eland*'s preſent Road from *Kippax Park* over *Allerton Weſt Field*, not to be altered without his Conſent.

VIII. And be it further enacted, That the ſaid Commiſſioner ſhall not ſet out, award, or make any Road or Way, either publick or private, or any new Drain or Watercourſe in or through the Park of the ſaid *Thomas Bland Daviſon Bland*, called *Kippax Park*, nor ſtop up or alter the Direction of the preſent Road, leading from *Kippax Park*, over the *Weſt Field* to the Town of *Allerton Bywater* aforeſaid, without the Conſent of the ſaid *Thomas Bland Daviſon Bland*, his Heirs and Aſſigns, had and obtained for that Purpoſe; any Thing herein contained to the contrary notwithſtanding.

Allotment for Watering Places, &c.

IX. And be it further enacted, That the ſaid Commiſſioner ſhall and may, and he is hereby authorized to ſet out, award, and allot, ſuch Part or Parts of the Lands and Grounds hereby directed to be divided and incloſed, as he ſhall judge moſt fit and proper for Watering Places for Cattle, and for Common Pits for getting Stones, Gravel, Sand, or other Materials for repairing the Highways within the ſaid Manor of *Allerton Bywater*, and for ſuch other Purpoſes as the ſaid Commiſſioner ſhall award and direct, not exceeding Three Acres; and that the ſame ſhall remain for the Uſe of the Inhabitants thereof, for the Time being, for ever, for the Purpoſes aforeſaid; and that the Herbage growing thereon, and alſo the Herbage of the publick Carriage Roads within the ſaid Manor, after the Expiration of Seven Years from making the Award of the Commiſſioner herein-after directed, ſhall be and are hereby veſted in the Surveyors of the Highways of the ſaid Manor of *Allerton Bywater* for the Time being, in Truſt to let the ſame for the beſt Rent or Rents that can be gotten, and to apply ſuch Rents in repairing the publick Highways and Roads within the ſaid Manor, they the ſaid Surveyors accounting with the Inhabitants thereof, touching the Application of ſuch Rents, at the Time of ſettling their annual Accounts.

Allotment to the Lord of the Manor for his Right of Soil.

X. And be it further enacted, That after the ſaid Commiſſioner ſhall have adjuſted and ſettled all Claims and Diſputes, and ſet out Common Pits and Watering Places, and publick and private Roads, Ways, Watercourſes, Drains, and other Requiſites, he the ſaid Commiſſioner ſhall and he is

is hereby authorized and required to set out, allot, and award, previous to any other Allotment, in One or more Plot or Plots, Parcel or Parcels of Ground, unto the said *James Fox*, as Lord of the Manor of *Allerton Bywater* aforesaid, his Heirs and Assigns, as a Compensation for his and their Right and Interest in and to the Soil of the Commons and Waste Grounds within the said Manor of *Allerton Bywater*, and for his Consent to the Division and Inclosure thereof, One full Sixteenth Part, (Quantity, Quality, and Situation considered), of the Residue of the said Commons and Waste Grounds; over and above and exclusive of such Shares, Proportions, and Allotments of the said Commons and Waste Grounds herein-after directed to be allotted to him the said *James Fox*, in respect of the Messuages and Cottages, and Scites thereof, Lands and Hereditaments in Right whereof he shall in like Manner as other Proprietors, be entitled to Allotments in and upon the said Commons and Waste Grounds.

Allotments in lieu of Tithes.

XI. And be it further enacted, That the said Commissioner shall and he is authorized and required in the next Place to set out in One or more Plot or Plots, Parcel or Parcels of Ground, such Part, Share, and Proportion of the Residue of the same Open Fields, Common Stinted Pastures, Ings, Commons, and Waste Grounds hereby directed to be divided and inclosed, as (Quantity, Quality, and Situation considered), shall be equal in Value to One full Seventh Part of all the titheable Lands in the said Open Fields, Common Stinted Pastures, Ings, Commons, Waste Grounds, and ancient Inclosures within the said Manor, (he the said Commissioner first making such Allowance thereout to the said *Thomas Bland Davison Bland*, his Heirs and Assigns, for such of his Lands as are free from Tythe, as in the Judgement of the said Commissioner shall be just and equitable, for and in lieu of and as a Compensation for all and all Manner of Tythes, as well Great as Small, and all other Ecclesiastical Dues and *Easter* Offerings issuing, arising, or renewing out of all and every the Messuages and Cottages, Open Fields, Common Stinted Pastures, Ings, Commons, and Waste Grounds, and ancient Inclosures within the said Manor of *Allerton Bywater*, or the titheable Places thereof; which said last mentioned Allotment shall be taken and deducted from and out of the respective Shares of the said Open Fields, Common Stinted Pastures, Ings, or Commons, or Waste Grounds belonging to the several Persons whose Messuages, Cottages, and Lands shall be exonerated from the said Tythes, in such Manner as herein-after mentioned; (that is to say), such Allotment or Allotments as shall be set out in lieu or in respect of the Tythes of the said Open Fields, shall be allotted and awarded by the said Commissioner, from the Lands of the said respective Proprietors in the said Open Fields; such Allotment or Allotments as shall be set out in lieu or in respect of the Tythes of the said Common Stinted Pastures and Ings, shall be allotted and awarded by the said Commissioner from the Lands of the respective Proprietors in the said Pastures and Ings; and such Allotment or Allotments as shall be set out in lieu or in respect of the Tythes of the said Commons or Wastes, Messuages, Cottages, and ancient Inclosures, shall be allotted and awarded from the Share or Shares of such respective Proprietors in the said Commons or Wastes.

XII. And

Describing the Lands to be allotted to His Majesty, in Right of the Duchy of *Lancaster.*

XII. Provided always, and be it enacted, That the Land to be taken for such Tithes and Right of Average (if any) due from His Majesty in Right of the said Duchy, shall consist of the following Parcels of Ground; *videlicet*, the *Gateacre*, demised by Indenture of Lease under the Duchy Seal, dated the Ninth Day of *April* One thousand seven hundred and eighty-eight, to certain Trustees for the *Air* and *Calder* Navigation; and also of a certain Piece of Land, Part of the said Ings, lying on the West Side of the Highway leading from *Abberford* to *Castleford*, and North of the new Cut or Canal; and the Residue (if any) shall consist of the Lands lying on the West Side of the said Highway and South of the said New Cut or Canal, to go parallel with and adjoin to the said Canal; which said Two several last mentioned Pieces or Parcels of Land form Part of a certain Piece or Parcel of Ground in the said Ings, containing Nineteen Acres Three Roods and Five Perches, demised by Indenture of Lease under the Duchy Seal, bearing Date the Nineteenth Day of *June* One thousand eight hundred, to *John Bagnall* Esquire; and that the said Commissioner shall set out and award to and for the Use of the said *John Bagnall*, during the Term to come in his said Lease, from the other Lands belonging to His Majesty, in Demise to the said Trustees as aforesaid, such Quantity of Land as shall be fully adequate to the Value of the Lands taken from the said *John Bagnall* as aforesaid, to exonerate the Lands demised to the said Trustees from the Tithes and Average as aforesaid.

Vicar's Tithes to be valued.

Allotment for Vicarial Tithes.

XIII. And be it further enacted, That the said Commissioner shall and may, and he is hereby authorized and required, in the next Place, to make a just and fair Estimate of the true Value (One Year with another) of all the before mentioned Vicarial Tithes, (Surplice Fees, *Easter* Offerings, and Mortuaries only excepted), arising, becoming due, or payable for all Times to come, out of, for, or in respect of any Messuages, Cottages, Lands, Tenements, and Hereditaments, or otherwise, within the Manor of *Allerton Bywater* aforesaid; and such Valuation and Estimate being so made and perfected, the said Commissioner is hereby authorized and required, fairly and impartially, according to the best of his Skill and Judgement, to set out, award, and allot, unto the said *Miles Atkinson* and his Successors, Vicars of the said Parish of *Kippax* aforesaid, from and out of the said Seventh Part hereinbefore directed to be made and set out for Tithes as aforesaid, such Plot or Plots, Parcel or Parcels of Ground as (Quantity, Quality, and Situation considered), shall, in the Judgement of the said Commissioner, be a full and adequate Compensation for such Vicarial Tithes as aforesaid: Provided always, that the said Vicar shall, over and besides the Allotment herein before directed to be made to him, be entitled to the Surplice-Fees, *Easter* Offerings, and Mortuaries, as before the passing of this Act.

Allotment to Mr. *Bland* for his Tithes.

XIV. And be it further enacted, That the said Commissioner shall in the next Place, set out, allot, and award, unto and for the said *Thomas Bland Davison Bland*, from and out of the said Seventh Part hereinbefore directed to be made and set out for Tithes as aforesaid, in One or more Plot or Plots, and in such Place or Places as the said Commissioner shall think most proper and convenient, such Allotment or Allotments as shall in the Judgement of the said Commissioner be a full, just, and adequate

Allotment in lieu of Tithes of Wool and Lamb.

quate Compenſation and Satisfaction to the ſaid *Thomas Bland Daviſon Bland*, for or in lieu of his Part, Share, and Proportion, or Parts, Shares, and Proportions of the ſaid Great Tithes; and ſhall alſo ſet out, allot, and award unto and for the ſaid *John Tate*, from and out of the ſaid Seventh Part herein-before directed to be made and ſet out for Tithes as aforeſaid, ſuch Plot or Plots, Parcel or Parcels of Ground, as ſhall in the Judgement of the ſaid Commiſſioner be a full, juſt, and adequate Compenſation and Satisfaction to the ſaid *John Tate*, for and in lieu of the Tithe of Wool and Lamb within the ſaid Manor of *Allerton Bywater* aforeſaid.

Allotment of the Reſidue of the 7th Part to be ſet out for Tithes.

XV. And be it further enacted, That the ſaid Commiſſioner ſhall and he is hereby authorized and required to ſet out, allot, and award the Reſidue and Remainder of the ſaid Seventh Part herein-before directed to be made and ſet out for Tithes as aforeſaid, unto and for the ſaid *John* Earl of *Mexborough*, his Heirs and Aſſigns, in ſuch Allotment or Allotments as the ſaid Commiſſioner ſhall think moſt proper and convenient for and in lieu of and in full Recompence and Satisfaction for the ſaid *John* Earl *Mexborough*'s Part, Share, and Proportion, or Parts, Shares, and Proportions of the ſaid Great Tithes, and all other Tithes due to him within the ſaid Manor, or the Titheable Places thereof; but in caſe any of the ſaid Owners or Proprietors ſhall not be entitled to Lands in the ſaid Commons or Waſtes, ſufficient to exonerate his, her, or their antient Incloſures, from Tithes as before mentioned, then and in ſuch Caſe, the Reſidue and Remainder of the Compenſation for ſuch Tithes, ſhall be taken and deducted from the Lands of ſuch Owners or Proprietors in the ſaid Open Fields, and if that ſhall prove inſufficient for ſuch Exoneration, then the ſame ſhall be taken and deducted from the Lands belonging to the ſaid Owners or Proprietors, in the ſaid Common Stinted Paſtures or Ings; and that in caſe any Owner or Proprietors of ancient Incloſures within the ſaid Manor and Township, ſhall not be entitled to Lands in the ſaid Open Fields, Common Stinted Paſtures, and Ings, or Common Right upon the ſaid Common and Waſte Grounds by this Act directed to be divided and incloſed, ſufficient to make Compenſation for the Tithes of ſuch ancient Incloſures as aforeſaid; then and in every ſuch Caſe the ſaid Commiſſioner ſhall and he is hereby authorized and empowered to aſcertain and appoint, by Writing under his Hand, and alſo in and by his Award, to be made and executed as hereinafter mentioned, ſuch yearly Rents or Sums of Money to be iſſuing and payable out of the ſaid ancient Incloſures in lieu of the ſaid reſpective Tithes, or of ſuch Part thereof for which ſuch Compenſation in Land cannot be made as aforeſaid, as in the Judgement of the ſaid Commiſſioner ſhall be, and make up a full Equivalent and Compenſation at the Rate and Proportion of One Seventh Part in Value of the Lands, the Tithes whereof are to be compenſated for by ſuch yearly Rents or Sums of Money; and the ſaid reſpective Rents or Sums of Money ſhall be iſſuing out of the Lands of the ſeveral Perſons liable to pay the ſame, in the ſaid Manor, and ſhall be payable as the ſaid Commiſſioner in and by his Award ſhall direct, at or upon the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December*, by equal Half-yearly Payments in the Year, for ever; the Firſt Payment whereof ſhall be due and be made on the Twenty-fourth Day of *June* next after the ſtaking out the Allotments,

Rents to be ſettled in lieu of Tithes of old Incloſure where the Owners have not Lands in the Open Fields and Ings, or Commons or Waſtes.

ments,

ments, and Notice thereof given by the ſaid Commiſſioner; and the Perſon or Perſons to whom ſuch yearly Rents or Sums of Money ſhall be due and payable, and their reſpective Heirs, Succeſſors, or Aſſigns, ſhall and may at all Times after the ſtaking out of the ſaid Allotments, have and exerciſe ſuch and the like Remedies and Powers by Diſtreſs and Entry or otherwiſe, for recovering the ſaid yearly Rents ſo to be aſcertained and appointed to be paid as aforeſaid, when the ſame ſhall be in Arrear, as by the Laws now in Force are provided and given to Landlords, for the Recovery of Rack Rents in Arrear.

Allotment of the Reſidue of the Open Fields and Ings.

XVI. And be it further enacted, That the ſaid Commiſſioner ſhall and he is hereby authorized and required to ſet out, allot, and award in Severalty, the Reſidue of the ſaid Open Fields, Common Stinted Paſtures, and Ings, unto and amongſt all and every the Owners and Proprietors of Lands and Grounds, or other Intereſt in the ſaid Open Fields, Common Stinted Paſtures, and Ings, all or any of them, according to their reſpective Rights, Properties, and Intereſts therein, in ſuch Shares and Proportions, (Quantity, Quality, and Situation conſidered), as the ſaid Commiſſioner ſhall in his Judgement, think moſt juſt, and equitable, and in full Recompence and Satisfaction for their ſeveral Rights and Intereſts in and upon the ſaid Open Fields, Common Stinted Paſtures and Ings, or any of them, which they now reſpectively have and enjoy; ſo as that the Allotment or Allotments of the ſeveral and reſpective Proprietors, in reſpect of their Lands and other Rights in the ſaid Common Stinted Paſtures and Ings, be ſet out and allotted to them in the ſaid Paſtures or Ings, ſome or One of them: Provided nevertheleſs, that if the Property or Intereſt of any Two or more of the ſaid Proprietors in the ſaid Open Fields, Common Stinted Paſtures, or Ings, ſhall be ſo ſmall that each Proprietor's Allotments in ſuch Field or Fields, Common Stinted Paſtures, or Ings, will not in the Judgement of the ſaid Commiſſioner, be worth the Expence of incloſing, it ſhall and may be lawful to and for the ſaid Commiſſioner to lay the Allotments of ſuch Proprietors together in One Plot in any of the ſaid Open Fields, Common Stinted Paſtures, and Ings which may be in the Judgement of the ſaid Commiſſioner, moſt convenient, equitable, and beneficial for ſuch Proprietors, or may allot to ſuch Proprietor an Equivalent for the ſame, from the ſaid Commons and Waſte Grounds, in Augmentation of ſuch Proprietor's Share of ſuch Commons and Waſte Grounds; in which Caſe the Share of ſuch Proprietor in the ſaid Open Fields, Common Stinted Paſtures, and Ings ſhall be added to the Allotment or Allotments there, of ſome other Proprietor or Proprietors whoſe Allotment in the ſame Commons and Waſte Grounds, ſhall be proportionably reduced, in like Manner, as if an Exchange had actually taken place between them; any Thing herein contained to the contrary notwithſtanding.

Situation of Allotments of certain Proprietors.

XVII. Provided always, and be it further enacted, That the ſaid Commiſſioner ſhall not be hereby authorized or empowered to allot or award any Part or Parts of the Lands in the ſaid Ings belonging to His ſaid Majeſty, in Right of His ſaid Duchy, to any other Perſon or Perſons than His ſaid Majeſty, ſubject to ſuch Terms as are to come in any Leaſes thereof granted, ſave and except ſuch Part or Parts thereof as ſhall be taken therefrom in lieu of and as a Compenſation for the Tithes thereof,

and for the Right of Average, if any ſhall be due, as herein-before mentioned; nor to allot or award that Part of the ſaid Ings belonging to *Granville William Wheler Midhurſt* Eſquire, to any other Perſon or Perſons than the ſaid *Granville William Wheler Midhurſt* or his Sequel in Right, ſave and except ſuch Part thereof as ſhall be taken therefrom in lieu of Tithes and Right of Average, if any due as aforeſaid; nor to allot or award the ſaid Pieces or Parcels of Ground called the *Park-out-caſts*, to any other Perſon or Perſons than the ſaid *Thomas Bland Daviſon Bland*; and that the ſaid Commiſſioner ſhall and he is hereby directed and empowered to ſet out, allot, and award the Allotments to the Truſtees of the *Air* and *Calder* Navigation, in reſpect of their Lands in the ſaid Ings, in ſuch Manner that the ſame ſhall lie on One or both Sides of the Banks of the new Canal on the Weſt Side of the Highway leading from *Abberford* to *Caſtleford* in the ſaid County, in ſuch Situation as they or their Agent ſhall requeſt the ſame, ſo as the ſaid Allotment or Allotments do extend from the ſaid Highway to the River on the Weſt; and alſo to ſet out, allot, and award to the ſaid *Thomas Bland Daviſon Bland* for and in lieu of ſo much of his Ing Lands as lies Eaſt of the ſaid Highway and adjoins on the ſaid River an Allotment to adjoin the ſaid River on the Eaſt and South, and on the ſaid Highway on the Weſt, and near to the Bridge called *Caſtleford Bridge*; and alſo to ſet out, allot, and award to the ſaid *James Fox* for and in lieu of ſo much of his Ing Lands as lies Eaſt of the ſaid Highway, an Allotment to adjoin on the Eaſt on the ſaid River, and on the Weſt on the ſaid Highway.

Allotment of the Reſidue of the Commons and Waſte Grounds.

XVIII. And be it further enacted, That the ſaid Commiſſioner ſhall and he is hereby authorized and required to ſet out, allot, and award in Severalty, One Half in Value of the Reſidue of the Commons and other Waſte Grounds within the ſaid Manor and Townſhip, unto and amongſt the ſaid *John* Earl *Mexborough*, *James Fox*, *John Lowther*, *Thomas Bland Daviſon Bland*, *William Stables*, and the reſt of the Owners and Proprietors of ancient Meſſuages and Cottages, and Scites of Meſſuages and Cottages, having Right of Common thereon, according to the Number of ſuch ancient Meſſuages, Cottages, and Scites; and without any Diſtinction as to Meſſuages or Cottages, and without any regard to the Value thereof, as the ſaid Commiſſioner ſhall in his Judgement think moſt juſt and equitable; and the other Half in Value of ſuch Reſidue unto and amongſt the Owners and Proprietors of Lands and Hereditaments in the ſaid Manor, who were alſo Owners and Proprietors of ancient Meſſuages, Cottages, or Scites, before the Firſt Day of *January* One thouſand eight hundred and three, and having Right of Common in reſpect thereof as aforeſaid, without Regard to the Value of Erections or Buildings thereon, according to the Value of ſuch Lands and Hereditaments, and according to ſuch reſpective Properties, Rights, and Intereſts therein, as the ſaid Commiſſioner ſhall in his Judgement think moſt juſt and equitable, and in full Recompence and Satisfaction for the ſeveral and reſpective Rights of Common and other Intereſts of ſuch Owners and Proprietors reſpectively, in or upon the ſaid Commons and Waſte Grounds hereby directed to be divided and incloſed.

T the Allotments to be Ring-fenced

XIX. And be it further enacted, That the Allotments to be made to the ſaid *John* Earl *Mexborough*, the ſaid *Thomas Bland Daviſon Bland*, the ſaid

said Vicar of *Kippax*, and *John Tate* as aforesaid respectively, in respect of their said several Tithes, shall be separately and distinctly laid out, and each well and sufficiently inclosed and fenced with an Outward or Ring Fence planted with good Thorn Quickſets, and guarded by good Oak Posts, and Three Ash or other durable Rails by and under the Direction of the said Commissioner, in such Manner as he shall order or appoint, at the joint proportionable Expence and Charges of the several other Proprietors of the Allotments of the said Open Fields, Common Stinted Pastures, Ings, and Commons, or Waste Grounds, to be ascertained, assessed, and raised by the said Commissioner, along with and in the same Manner as the Costs and Charges of passing this Act are to be ascertained, assessed, and raised; and such Proportion of the said Fences as the said Commissioner shall judge reasonable, and direct and appoint, shall be for ever afterwards maintained and repaired by the said Earl *Mexborough*, the said *Thomas Bland Davison Bland*, the Vicar of the said Parish, and the said *John Tate* respectively.

by the other Proprietors.

Fencing the Allotments.

XX. Provided always, and it is hereby enacted, That it shall and may be lawful to and for the said Commissioner, by and with the Consent of the Chancellor of the said Duchy, for the Time being, to be signified in Writing, to exchange such Lands as shall or may be allotted unto His said Majesty, His Heirs and Successors, in Right of His said Duchy, to and with any other Person or Persons for other Lands in lieu thereof, according to the Provisions of the said recited Act of the Forty-first Year of His present Majesty.

Commissioner to exchange Lands allotted to His Majesty.

XXI. And be it further enacted, That such Part or Parts of the said Open Fields within the said Manor as shall have been plotted and inclosed by the respective Proprietor or Proprietors thereof for more than Five Years next before the passing of this Act, shall be deemed and taken by the said Commissioner to be ancient Inclosure; and that such Part or Parts of the said Open Fields within the said Manor and Township as shall have been plotted and inclosed by the respective Proprietor or Proprietors thereof within the Space of Five Years next before the passing of this Act, shall be deemed and taken by the said Commissioner to be Open Field Land, and shall be estimated and valued as such, and shall be respectively set out, allotted, and awarded unto the respective Owner or Owners, Proprietor or Proprietors thereof, as Part of his, her, or their respective Allotment or Allotments to be set out, awarded, and allotted to him, her, or them respectively by virtue of this Act; and that all Encroachments and Inclosures which have been made upon the said Commons and Waste Grounds within the Space of Twenty Years next before the passing of this Act, shall be deemed Part of the Commons and Waste Grounds to be divided and inclosed by virtue of this Act, save and except such Parts or Parcels of the Commons or Waste Grounds as have been at any Time heretofore inclosed by or by Order of the Lord of the said Manor, for the Purpose of erecting Cottages thereon or otherwise, which Inclosures and Cottages shall continue as they now are, and be deemed and taken as Part or Parcel of the ancient inclosed Lands and Grounds of the Lord of the said Manor.

What shall be deemed ancient Inclosures in the Fields and Ings.

Encroachments made within 20 Years to be deemed uninclosed.

XXII. And,

No Sheep or Cattle to be depastured in the Allotments for 7 Years.

XXII. And, for the more effectual Preservation of the Quick Fences to be planted and set for dividing and separating the Lands and Grounds hereby intended to be divided and inclosed, be it further enacted, That it shall not be lawful for any Person or Persons to depasture either with Sheep, Asses, or other Cattle, any of the Highways or Lanes which shall be made by virtue of this Act for the Term of Seven Years next after the respective Allotments shall be set out and the Fences made; nor shall it be lawful for any of the said Proprietors, Owners, or Occupiers of any Part of the Lands and Grounds intended by this Act to be divided and inclosed, to keep or depasture any Sheep, Asses, or any other Cattle in any of the Allotments to be made by virtue of this Act, for the Term of Seven Years next after such Allotments shall be made as aforesaid, unless the Person or Persons so keeping or depasturing Sheep or any other Cattle, whether such young Quick Fences be planted or set out by the Person or Persons owning or occupying such Allotments as aforesaid, or by any Person or Persons owning or occupying the Allotments adjoining thereto; and in case any Person or Persons shall, during the aforesaid Space of Seven Years, depasture with Sheep, Asses, or other Cattle, any of the said Highways or Lanes or any of the said Allotments without sufficiently fencing and guarding the young Quickets in Manner aforesaid, or if any Person or Persons shall pull down or destroy any Fences which may be made under the Authority of the said Commissioner before the making of the Award, every Person offending in any of the Cases aforesaid, and who shall be thereof convicted upon the Oath of One Witness before any One Justice of the Peace, shall for every Offence forfeit any Sum not exceeding Five Pounds nor less than Forty Shillings at the Discretion of such Justice, to be levied by Distress and Sale of the Goods and Chattels of the Offender or Offenders, by Warrant under the Hand and Seal of such Justice, and to be paid to the Person informing for his own Use; and in case no sufficient Distress can be found, such Justice shall and may commit such Offender or Offenders to the Common Gaol or House of Correction, for such Time as the said Justice shall think proper, not exceeding Three Months nor less than One Month.

Recompence for Crops and Course of Husbandry.

XXIII. And be it further enacted, That it shall and may be lawful for the said Commissioner to settle and ascertain what Recompence shall be paid to the Owners of any Crop growing upon the said Open Fields at the Time of the Division thereof, for the Value of the said Crop, by the Person or Persons to whom the Land on which such Crop shall be so growing may be allotted; or otherwise the Owner or Owners of such Crop shall be at Liberty to collect, gather, lead, and carry away the same within the Time to be limited by the said Commissioner, without any Molestation or Hindrance of any Person or Persons to whom the Land on which the Crop so growing shall be allotted, making such Satisfaction for the Standage thereof as the said Commissioner shall order and direct; and also to ascertain what Recompence shall be made for the making of Fallows, by such Person or Persons to whom such Fallow Grounds shall be awarded, to such Person or Persons as shall have made such Fallows; and that from and immediately after the passing of this Act, the said Commissioner shall order, direct, and appoint the Course of Husbandry that shall be used in the said Open Fields, and the Owners thereof shall be subject and liable to such Directions as the said Commissioner

ſioner ſhall within ſuch Time appoint, as well with regard to the ſtocking, as to the ploughing, tilling, ſowing, or laying down the ſame; and ſhall and may, in and by any Writing or Writings under the Hand of the ſaid Commiſſioner, ſet and impoſe ſuch Penalty on every Perſon, not conforming to ſuch Orders and Directions, as he ſhall think reaſonable, not exceeding Five Pounds for each ſuch Offence, to be levied by Warrant under the Hand and Seal of the ſaid Commiſſioner, by Diſtreſs and Sale of the Goods and Chattels of the Offender or Offenders, together with the reaſonable Coſts and Charges of making ſuch Diſtreſs and Sale, rendering the Overplus (if any) to the Owner of ſuch Goods and Chattels upon Demand; and all ſuch Orders of the ſaid Commiſſioner ſhall be binding and concluſive as well upon the Parties intereſted, as upon their Farmers or Tenants.

Leaſes at Rack Rent vacated.

XXIV. And be it further enacted, That all ſubſiſting Leaſes and other Agreements at Rack Rent, of all or any Part or Parts of the ſaid Lands and Grounds ſo intended to be divided and incloſed, ſhall immediately after ſuch Lands and Grounds reſpectively ſhall be ſet out or allotted, or as ſoon after as the ſaid Commiſſioner ſhall by his Award direct, ceaſe, determine, and be void, (in caſe the Leſſors and Leſſees do not otherwiſe agree amongſt themſelves) and the reſpective Owners or Proprietors of the Lands or Grounds compriſed in ſuch Leaſes or Agreements reſpectively, or any Part or Parts thereof, ſhall make ſuch Satisfaction to their reſpective Leſſees or Tenants, for any Loſs or Prejudice they may reſpectively ſuſtain thereby, as the ſaid Commiſſioner ſhall adjudge or aſcertain, by Writing under his Hand, as a reaſonable Recompence to be paid to ſuch Leſſees or Tenants by Way of Equivalent for their reſpective Terms therein: Provided always, that if any of the Meſſuages or Tenements, old Incloſures, Lands and Grounds, Hereditaments and Premiſes, now under Leaſe upon Rack Rent, or other Agreement for any Term or Terms of Years at Rack Rent, or from Year to Year, or at Will, ſhall be comprized in any Leaſe, together with any Meſſuages or Tenements, old Incloſures, Lands and Grounds, Hereditaments, and Premiſes in ſimilar Rent Terms or Holding, ſituate in any adjoining Pariſh or Place; and where any Meſſuages or Tenements, old Incloſures, Lands and Grounds, Hereditaments and Premiſes, which ſhall have been taken in Exchange, ſhall be under Leaſe and ſituate in an adjoining Pariſh or Place, the Leaſe of ſuch Meſſuages or Tenements, old Incloſures, Lands and Grounds, Hereditaments and Premiſes ſhall not be vacated; any Thing herein-before contained to the contrary notwithſtanding.

Expences of Partitions and Exchanges.

XXV. And be it enacted, That all Coſts and Expences attending the making any Exchanges and Partitions, ſhall be paid and borne by the ſeveral Perſons making ſuch Exchanges and Partitions, in ſuch Manner and in ſuch Proportions as the ſaid Commiſſioner ſhall, by his Award order and direct.

Commiſſioner and Surveyor's Fees and Expences how to be paid.

XXVI. And be it further enacted, That the ſaid Commiſſioner ſhall be paid the Sum of Two Pounds Two Shillings for every Day he ſhall be employed in, or travel, or be from Home for the Purpoſe of executing this Act, or the Truſts hereby in him repoſed, and for his Journies, Attendances,

tendances, and Expences occaſioned by the ſaid Diviſion and Incloſure, and the putting this Act in Execution; and that the Surveyor to be employed in purſuance of this Act, ſhall be allowed and paid the Sum of One Guinea for every Day he ſhall be employed in ſtaking out the Qualities of the Lands, attending the Commiſſioner in valuing, in allotting, and ſtaking out the Allotments, and in attending at any Meeting or Meetings of the ſaid Commiſſioner by the Direction of the ſaid Commiſſioner, and for his Expences, and no more, as a ſufficient Recompence and Satisfaction to the ſaid Surveyor for ſuch Attendance and Expences; which Allowances and Payments, and alſo all the Coſts, Charges, and Expences in and about the preparing, ſoliciting, and obtaining this Act, and the ſurveying, dividing, and allotting the ſaid Open Fields, Common Stinted Paſture, or Ings, and of the ſurveying all the ancient Incloſures, or ſuch Parts thereof as may be neceſſary, and all the Charges of the ſaid Commiſſioner in and about the preparing and enrolling the Award to be made in purſuance of this Act, and all other incidental Charges and Expences whatſoever, for or by reaſon of or preparatory to the ſaid intended Diviſion and Incloſure, and the hearing and determining any Claims in relation to the Premiſes, and the carrying of this Act into Execution, (except in ſuch Caſes as are otherwiſe hereby provided), ſhall be borne and paid by the reſpective Perſons to whom Allotments ſhall be made by virtue of this Act, and who ſhall have the immediate Poſſeſſion thereof, or Intereſt therein or thereto, in ſuch Manner and at ſuch Time or Times as the ſaid Commiſſioner ſhall direct and appoint, by an Aſſeſſment to be laid on all the Lands and Grounds to be divided and incloſed as aforeſaid, (the Tithe Allotments of the ſaid *John* Earl *Mexborough*, the ſaid Vicar, the ſaid *Thomas Bland Daviſon Bland*, and the ſaid *John Tate*, only excepted), by an equal Pound Rate, according to the Value of their reſpective Allotments, and all the old Incloſures to be charged in Proportion to the Benefit which ſhall accrue to them from any Exemption from Tithes or otherwiſe, ſuch Proportion to be ſettled by the ſaid Commiſſioner.

Expences of the Act and Incloſure how to be paid.

Commiſſioner's Accounts to be examined.

XXVII. And be it further enacted, That the ſaid Commiſſioner ſhall at leaſt Once in every Year from the Date of the paſſing of this Act until his Accounts ſhall be finally examined, produce to the ſaid *John Lowther* and *William Stables* a true Statement of all Sums of Money by him received and expended, or due to him for his own Trouble and Expences, together with the Vouchers relating to the ſame; which Statement and Vouchers ſhall be examined by the ſaid *John Lowther* and *William Stables*, and the Balance by him ſtated in the Book of Accounts to be kept in the Office of the Clerk of the ſaid Commiſſioner; and no Charge or Item in ſuch Accounts ſhall be binding on the Parties concerned or be valid in Law, unleſs the ſame ſhall be duly allowed by the ſaid *John Lowther* and *William Stables*.

Perſons advancing Money to be paid with Intereſt.

XXVIII. And be it further enacted, That ſuch Perſon or Perſons as ſhall advance any Money for defraying the Expences of applying for, ſoliciting, and obtaining this Act, or carrying the ſame into Execution, ſhall be repaid ſuch Money, with lawful Intereſt for the ſame, out of the Money which ſhall be firſt raiſed by virtue of this Act.

XXIX. And

Tenure of the Allotments.

XXIX. And be it further enacted, That the Lands and other Hereditaments which shall be allotted or exchanged by virtue of this Act, in lieu or in respect of any Lands, Messuages, or Tenements which before such Division were Copyhold, shall from and after the Execution of the said Award or Instrument be deemed to be Copyhold, and within the said Manor, though the same were before Freehold; and shall be held for the same Estates and Interests, and at and under the same yearly and other Rents, Fines, Heriots, and Services, and subject to and under the same Provisoes, Conditions, and Agreements as the said Messuages, Tenements, and Lands in lieu of which the same were so allotted as aforesaid were respectively holden; and that the Lands and other Hereditaments which are Copyhold, and which shall be allotted or exchanged by virtue of this Act, in lieu or in respect of any Lands, Messuages, or Tenements which are Freehold, shall from and ever after the Execution of the said Award or Instrument be deemed Freehold, though the same were before Copyhold.

No Fine to be taken on setting out the Allotments.

XXX. Provided always, and be it further enacted, That no Person to whom any Copyhold Lands, parcel of the Lands or Grounds which shall be allotted and inclosed, or exchanged by virtue of this Act, shall on account of such First Allotment, or of setting out in Exchange, pay any Fine for the same to the Lord of the said Manor; yet nevertheless the Fines to become due to the said Lord upon every future Death or Alienation after the staking out the said Allotments, shall be paid to the Lord at his Will in respect of such Copyhold Estates to be allotted to any Person or Persons by virtue of this Act.

Award to be deposited.

XXXI. And be it further enacted, That the Award to be made by the said Commissioner shall be signed and published by him, and deposited in the Parish Church of *Kippax* aforesaid, under the Care of the Vicar and Churchwardens of the said Church for the Time being, in order to be from Time to Time inspected by all Persons interested, on Payment of Sixpence for each Inspection; and that the said Commissioner shall and is hereby required to make an Extract on Parchment, under his Hand, of so much of the said Award as shall contain an accurate Description of the Allotment or Allotments to be made to His said Majesty or His Lessees, and of the Land which shall be taken therefrom in lieu of Tithes and Right of Average as aforesaid, together with such Regulations relative to the said Allotments as may be therein contained, with a Map or Plan of such Allotments, and transmit the same to the Clerk of the Council of the said Duchy for the Time being, within Six Months after the making and executing of the said Award.

Tithes due at the Time of making the Award may be recovered.

XXXII. And be it further enacted, That any of the said Tithes, Great or Small, or Ecclesiastical Dues, or any Rents reserved upon any Lease or other Contract for any such Tithes or Ecclesiastical Dues which shall be due to any Person or Persons at the Time of making the Award of the said Commissioner, shall and may be recovered, raised, and levied by the respective Persons to whom the same respectively shall be justly due and payable, in the same Manner and by the same legal Remedies in all Respects as if this Act had not been made: Provided always, that nothing herein

Saving of Mines and Minerals,

herein contained shall prejudice, lessen, or defeat the Right, Title, or Interest of the said *James Fox*, Lord of the said Manors, or any future Lord or Lords thereof, in or to such Mines or Beds of Coal and other Mines and Minerals as now belong to him in the Copyhold Lands and Grounds, Commons, and Wastes; and also in or to Beds of Coal and other Mines and Minerals in such Part and Parts of the Allotments to be set out for and in respect of the said Tithes of Copyhold Estates so to be allotted as aforesaid; but that the said *James Fox*, and all and every such Lord and Lords for the Time being, shall and may from Time to Time, and at all Times hereafter have and enjoy the Right and Privilege of winning, working, and getting the said Mines or Beds of Coal as aforesaid, and taking the same to his or their own Use and Uses, in as full, ample, and beneficial Manner to all Intents and Purposes, as he, she, or they might have held and enjoyed the same before the passing of this Act, or in case the same had never been made.

Injury occasioned by working the Mines to be made good, and the Rubbish removed.

XXXIII. Provided always, and be it further enacted, That the said *James Fox* and his Heirs, or such other Person or Persons who shall be entitled to work and get such Coals, Mines, and Minerals as aforesaid, and shall dig for, get, or work the same, shall be liable to and shall pay and satisfy to the Owner and Proprietor for the Time being of any Lands or Grounds, parcel of the Common Town Fields, Stinted Pastures, and Ings in which such Coals, or other Mines or Minerals, shall be dug for, got, or wrought, after the Rate of Two Pounds of lawful Money of *Great Britain* yearly for every Acre of Ground, and so in Proportion for more or less than an Acre, which shall be spoiled, injured, or damaged for or by Reason or Means of digging for, getting, working, winning, or carrying away the said Coals, or other Mines or Minerals, or by making any Soughs, Drains, or Trenches, or laying any Coals, Minerals, Earth, or Rubbish through or upon the said Lands and Grounds, or any Part thereof, in or for the working or getting the same, so long and until the Pit or Pits shall be filled up, and the Rubbish removed therefrom, and such Lands or Grounds cleared therefrom, and made good and fit again for Cultivation.

Saving the Right of Coal to Owners of Lands in the *Letchmere Field*.

XXXIV. Provided always nevertheless, That the Bed or Beds, Seam or Seams of Coal yet to get, in certain Freehold Lands, parcel of the said *Letchmere Field* hereby intended to be inclosed, shall continue to be the sole and exclusive Property of such of the said Proprietors as is or are now entitled to the same, and their several and respective Heirs, who shall and may notwithstanding the Allotments to be made therein as hereinbefore mentioned, have full Power, Liberty, and Privilege of getting and working the same at any Time or Times hereafter, in as full, ample, and beneficial a Manner, as they could or might have done in case this Act had not been made.

Persons aggrieved may appeal to the Quarter Sessions.

XXXV. And be it further enacted, That if any Person or Persons shall think himself, herself, or themselves aggrieved by any Thing done in pursuance of this Act, (except as to such Claims, Matters, and Things, as are herein-before directed or authorized to be tried, settled, or determined by the Verdict of a Jury, or where any of the Clauses or Provisions

sions of the said recited Act or of this Act shall express that the same shall be final and conclusive), then and in every such Case, he, she, or they may appeal to the General Quarter Sessions of the Peace which shall be holden in and for the West Riding of the said County of *York*, within Six Calendar Months next after the Cause of Complaint shall have arisen, on giving to the said Commissioner, and to the Party or Parties concerned, Fourteen Days Notice in Writing of such Appeal, and of the Matter and Cause thereof; and the Justices, (not interested in the Premises), in their said General Quarter Session, are hereby required to hear and determine the Matter of every such Appeal, and to make such Order, and award such Costs and Damages, as to them in their Discretion shall seem reasonable; and by their Order or Warrant, to levy the Costs and Damages, which shall be so awarded, by Distress and Sale of the Goods and Chattels of the Party or Parties liable to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the reasonable Charges of such Warrant, Distress, and Sale; and the Determination of the said Justices shall be final and conclusive to all Parties concerned, and shall not be removed or removeable by *Certiorari*, or any other Writ or Process whatsoever into any of His Majesty's Courts of Record at *Westminster* or elsewhere; but in case such Appeal shall appear to the said Justices to be frivolous, vexatious, or without Foundation, then the said Justices shall award such Costs to be paid by the said Appellant or Appellants as to them, in their Discretion shall seem reasonable, to be levied in Manner aforesaid.

Saving of Manerial Rights.

XXXVI. Provided always, and be it further enacted, That nothing in this Act contained, shall prejudice, lessen, or defeat the Right, Title, or Interest of the said *James Fox* Esquire, Lord of the said Manor, or any future Lord or Lords thereof, of, in, and to the Seigniories and Royalties, Rights, and Services incident and belonging to the said Manor, but that the said *James Fox*, all and every the Lord or Lords, Lady or Ladies thereof for the Time being, shall and may from Time to Time and at all Times hereafter, hold and enjoy all Courts Leet, Courts Baron, Rents, Chief Rents, Quit Rents, Audit Rents, Services, Rights, Royalties, Perquisites and Profits of Courts, and all other Jurisdictions and Privileges to the said Manor incident, appendant, belonging, or appertaining, consistent with this Act, in as full, ample, and beneficial Manner to all Intents and Purposes whatsoever as he, she, or they could, ought, or might have held and enjoyed the same before the passing of this Act, or in case the same had never been made.

General Saving.

XXXVII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, all such Estate, Right, Title, and Interest, (other than such as are meant and intended to be barred and destroyed by this Act), as they and every of them had or enjoyed, of, in, to, or in respect to the Lands and Grounds hereby directed to be divided, allotted, and inclosed before the passing of this Act, or would or ought to have had or enjoyed in case this Act had not been made.

Act to be printed by the King's Printer.

XXXVIII. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and may be given in Evidence in all Courts of Justice, and before all Judges and Justices who shall take judicial Notice thereof in like Manner as if the same had been declared to be a publick Act.

LONDON: Printed by George Eyre and Andrew Strahan, Printers to the King's most Excellent Majesty. 1803.