ANNO QUADRAGESIMO QUINTO

GEORGII III. REGIS.

****

Cap. 114.

An Act for veſting Part of the ſettled Eſtates of Sir *John Legard* Baronet in Truſtees, to be ſold with the Approbation of the High Court of Chancery; and for applying Part of the Purchaſe Monies in paying off Incumbrances on ſuch Eſtates, and in reimburſing to him the Sums required by the Commiſſioners acting in the Execution of ſeveral Acts for incloſing and draining ſuch Eſtates; and for laying out the Reſidue of the Purchaſe Monies in the Purchaſe of other Eſtates, to be ſettled to the former Uſes. [10th *July* 1805.]

Marriage Settlement of Sir Digby Legard, dated 16th Auguſt 1755.

WHEREAS by Indentures of Leaſe and Releaſe and Settlement, dated the Fifteenth and Sixteenth Days of *Auguſt* One thouſand ſeven hundred and fifty-five, the Releaſe being of ſix Parts, and made between Sir *Digby Legard* Baronet of the Firſt Part; *Jane Cartwright* Spinſter of the Second Part; Sir *George Cayley* Baronet and *Richard Heron* Eſquire of the Third Part; *John Grimſton* and *Anthony Eyre* Eſquires of the Fourth Part; *John Bagnell* and *William Cartwright* the younger Eſquires of the Fifth Part; and *Thomas Robinſon* and *William Leving* Eſquires of the Sixth Part; being the Settlement made previous to and in Conſideration of a Marriage then intended between the ſaid Sir *Digby Legard* and *Jane Cartwright*, all that the Manor of *Galmeton* alias

Ganton in the County of *York*, with the Rights, Members, and Appurtenances thereof, and all that the capital Meſſuage of *Galmeton* alias *Ganton* in the ſaid County of *York*, of him the ſaid Sir *Digby Legard*, together with all and ſingular Buildings, Barns, Outhouſes, Gardens, Orchards, Cottages, Lands, Tenements, Hereditaments, and Premiſes whatſoever, of him the ſaid Sir *Digby Legard*, of and in *Galmeton* alias *Ganton*, *Binnington*, and *Wickham*, or in all or any of them; and all the Tythes whatſoever, as well Great as Small, yearly increaſing and renewing within the Town, Town Fields, Precincts, or Territories of *Bingington* alias *Binnington*, *Galmeton* alias *Ganton* aforeſaid, or either of them; and all that the Advowſon or Right of Patronage of the Vicarage of *Galmeton* alias *Ganton* aforeſaid; and alſo all thoſe Two Lordſhips or Manors or reputed Lordſhips or Manors of *Etton* in the ſaid County of *York*, with their Appurtenances; and all the Meſſuages, Cottages, Lands, Tenements, Tythes, Hereditaments, and Premiſes whatſoever of him the ſaid Sir *Digby Legard*, within the Town, Town Fields, Precincts, or Territories of *Etton* aforeſaid, with the Appurtenances; and all other Freehold Manors, Meſſuages, Lands, Tenements, and Premiſes whatſoever of him the ſaid Sir *Digby Legard*, or of any Perſon or Perſons in Truſt for him, ſituate, lying, and being in the aforeſaid Manors or Lordſhips, Pariſhes, Towns, Town Fields, Territories, or Precincts of *Galmeton* alias *Ganton*, *Potter Brompton*, *Bingington* alias *Binnington*, *Wickham*, and *Etton*, or any of them, or elſewhere in the ſaid County of *York*, were granted, releaſed, and conveyed, ſettled, and aſſured from and after the Solemnization of the ſaid intended Marriage, to the Uſe of the ſaid Sir *Digby Legard*, and his Aſſigns, for his Life, without Impeachment of Waſte, Remainder to the Uſe of Truſtees during his Life, to preſerve contingent Remainders; Remainder to the Uſe that the ſaid *Jane Cartwright*, in caſe ſhe ſhould ſurvive the ſaid Sir *Digby Legard*, might during her Life receive for her Jointure, and in lieu of Dower, a yearly Rent of Five hundred Pounds, to be paid half-yearly, with Powers of Diſtreſs and Entry on Nonpayment thereof; Remainder to the Uſe of the ſaid *John Grimſton* and *Anthony Eyre*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Two hundred Years in Truſt for better ſecuring the Payment of the ſaid yearly Rent; Remainder to the Uſe of the ſaid *John Bagnell* and *William Cartwright* the younger, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, in Truſt out of the Rents and Profits of the ſaid Premiſes, or by Mortgage or Sale thereof, to raiſe Portions for the Children of the ſaid Marriage other than an eldeſt or only Son, to the Amount in the Whole of Six thouſand Pounds, in caſe there ſhould be Three or more ſuch other Children beſides an eldeſt Son, to be equally divided between them in default of a joint Appointment to the contrary by the ſaid Sir *Digby Legard* and *Jane Cartwright*, and to be paid to a Son or Sons at the Age of Twenty-one Years, and to a Daughter or Daughters at the Age of Twenty-one Years, or Day or Days of Marriage, which ſhould firſt happen, or in caſe ſuch coming of Age or Marriage ſhould take place in the Lifetime of the ſaid Sir *Digby Legard*, to be paid at the End of Six Calendar Months next after his Deceaſe, with Remainder as to all the ſaid Hereditaments and Premiſes to the Uſe of the firſt and other Sons of the ſaid Marriage ſucceſſively, in Tail Male, with divers Remainders over: And whereas the Marriage between the ſaid Sir *Digby Legard* and *Jane Cartwright* was afterwards ſolemnized, and the ſaid Sir *Digby Legard* died in the Year One thouſand ſeven hundred and ſeventy-three, leaving the

Iſſue of Sir Digby Legard's Marriage.

the said *Jane* his Wife him surviving, and leaving Issue by her Sir *John Legard* Baronet, their eldest Son, and eight younger Children, to wit, *Thomas Legard*, *George Legard*, *William Legard*, *Digby Legard*, *Richard Legard*, *Jane Legard*, *Frances Legard*, and *Henrietta Charlotte Legard*: And whereas by Indentures of Leale and Release, dated the Third and Fourth Days of *June* One thousand seven hundred and eighty-two, the Release being tripartite, and made between the said Sir *John Legard* of the First Part; *John Manley* Gentleman of the Second Part; and *Anthony Hodges* Esquire of the Third Part; and by a common Recovery suffered in pursuance of the said Indenture of Release, wherein the said Sir *John Legard* was vouched the Estate Tail, and Remainders over of and in all the said Hereditaments, comprized in the said recited Indentures of Lease and Release and Settlement, were barred, and the said Recovery was declared to enure to the Use of the said Sir *John Legard*, his Heirs and Assigns for ever: And whereas by Indentures of Lease and Release, dated the Fourteenth and Fifteenth Days of *June* One thousand seven hundred and eighty-two, the Release being of Five Parts and made between the said Sir *John Legard* of the First Part; *Henry Aston* Esquire, and *Catherine Lapel Aston* Spinster, his eldest Daughter, of the Second Part; *Thomas Grimston* and *Edward Dicconson* Esquires of the Third Part; *Thomas Eccleston* and *Edward Standish* Esquires of the Fourth Part; and *Henry Harvey Aston* and *Anthony Hodges* Esquires of the Fifth Part; being the Settlement made previous to and in Consideration of the Marriage between the said Sir *John Legard* and *Catherine Lapel Aston*, all that the Manor or Lordship of *Galmeton* otherwise *Ganton* in the County of *York*; and also all that and those the Capital and other Messuages, Lands, Tenements, and Hereditaments thereunto belonging, in *Galmeton* otherwise *Ganton* aforesaid; and also all those Two Manors or Lordships of *Etton* in the said County of *York*, and all and every the Messuages, Lands, Tenements, and Hereditaments thereunto respectively belonging in *Etton* aforesaid; and also all that the perpetual Advowson, Presentation, and free Disposition of the Vicarage of *Galmeton* otherwise *Ganton* aforesaid, with the Rights, Liberties, Privileges, and Appurtenances thereunto belonging; and also the Great and Small Tythes issuing, arising, renewing, and increasing within *Galmeton* otherwise *Ganton* aforesaid, and in *Bingington* otherwise *Binnington* in the said County of *York*; and also all and every the Messuages, Lands, Tenements, and Hereditaments of him the said Sir *John Legard*, situate, lying, being, or arising within the several Townships, Precincts, or Territories of *Galmeton* otherwise *Ganton*, *Etton*, *Bingington* otherwise *Binnington* aforesaid, and in *Potter Brompton*, and *Wykeham*, or elsewhere in the said County of *York*, whereof or wherein the said Sir *John Legard*, or any other Person or Persons in Trust for him, then had or was seised of any Estate of Freehold or Inheritance, in Possession, Reversion, Remainder, Use, Trust, or Expectancy; and also Three-fourth Parts or Shares undivided, and all other the Part, Share, and Purparty of him the said Sir *John Legard*, of and in all that the Manor or Lordship of *Kidlands* in the County of *Northumberland*, with the Rights, Royalties, Members, and Appurtenances thereof, or thereunto belonging; and also of and in all those the several Messuages, Lands, Tenements, and Hereditaments belonging or appertaining to the said Manor or Lordship of *Kidlands*, being then late the Estate of Sir *Thomas Legard*, which descended upon his Decease to the said Sir *Digby Legard*, as his eldest Son and Heir at Law, and upon the Decease of the said Sir *Digby*

Sir J. Legard's Deeds and Recovery barring his Intail.

The Marriage Settlement of Sir John Legard, dated 15th June 1782.

Digby Legard deſcended to the ſaid Sir *John Legard*, as his eldeſt Son and Heir at Law, and let to the Perſons, and at the yearly Rents therein ſpecified; and alſo all and every other the Manors or Lordſhips, Meſſuages, Lands, Tenements, and Hereditaments of him the ſaid Sir *John Legard*, in *Kidlands* aforeſaid, or elſewhere in the ſaid County of *Northumberland*, whereof or wherein he or any Perſon or Perſons in Truſt for him, then had any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder, Uſe, Truſt, or Expectancy, were ſettled and limited, ſubject, as to ſuch Parts of the ſame Premiſes as were comprized in the aforeſaid firſt recited Indentures of Leaſe and Releaſe and Settlement, to the aforeſaid Rent Charge of Five hundred Pounds *per Annum* as the Jointure of the ſaid Dame *Jane Legard*, and alſo ſubject to the aforeſaid Terms of Two hundred Years and Five hundred Years, and the Truſts thereof, from and after the Solemnization of the ſaid then intended Marriage, to the Uſe of the ſaid Sir *John Legard* and his Aſſigns for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid *Thomas Grimſton* and *Edward Dicconſon*, and their Heirs, during the Life of the ſaid Sir *John Legard*, upon Truſt, to preſerve contingent Remainders; with Remainder to the Uſe that the ſaid *Catherine Lapel Aſton* and her Aſſigns, in caſe ſhe ſhould ſurvive the ſaid Sir *John Legard*, ſhould receive thereout in the Name of her Jointure, and in Lieu and Bar of Dower during ſo long of the Term of her Life as the ſaid Dame *Jane Legard* ſhould be living, a clear yearly Rent Charge of Three hundred Pounds, and from and after the Deceaſe of the ſaid Dame *Jane Legard*, then a clear yearly Rent Charge of Five hundred Pounds during the Remainder of the Life of the ſaid *Catherine Lapel Aſton*, with Powers of Diſtreſs and Entry in caſe of Nonpayment of the ſame Rent Charges; with Remainder to the Uſe of the ſaid *Thomas Eccleſton* and *Edward Standiſh*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One hundred Years, determinable on the Deceaſe of the ſaid *Catherine Lapel Aſton*, in Truſt for better ſecuring the Payment of the ſaid Annuities, with Remainder to the Uſe of the ſaid *Henry Harvey Aſton* and *Anthony Hodges*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, upon Truſt, for raiſing the Sums of Money therein-mentioned for the Portions of the Daughters and younger Sons of the ſaid then intended Marriage, not exceeding the Sum of Eight 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 Sir *John Legard*, by any other Woman whom after the Deceaſe of the ſaid *Catherine Lapel Aſton* he might marry, in Tail Male ſucceſſively; with Remainder to the Uſe of the aforeſaid *Thomas Legard*, One of the Brothers of the ſaid Sir *John Legard*, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſaid *Thomas Grimſton* and *Edward Dicconſon*, and their Heirs, during the Life of the ſaid *Thomas Legard*, in Truſt, to preſerve contingent Remainders; with Remainder to the Uſe of the firſt and other Sons of the ſaid *Thomas Legard*, in Tail Male ſucceſſively; with Remainder to the Uſe of the aforeſaid *George Legard*, another of the Brothers of the ſaid Sir *John Legard*, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſame Truſtees and their Heirs, during the Life of the ſaid *George Legard*, in Truſt, to preſerve contingent Remainders; with Remainder to the Uſe of the firſt and other Sons of the ſaid *George Legard*, in Tail Male ſucceſſively; with Remainder to the Uſe of the aforeſaid *William Legard*, another

another of the Brothers of the ſaid Sir *John Legard*, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſame Truſtees and their Heirs, during the Life of the ſaid *William Legard* in Truſt, to preſerve contingent Remainders; with Remainder to the Uſe of the firſt and other Sons of the ſaid *William Legard* in Tail Male ſucceſſively; with Remainder to the Uſe of the aforeſaid *Digby Legard*, another Brother of the ſaid Sir *John Legard*, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſame Truſtees and their Heirs, during the Life of the ſaid *Digby Legard*, in Truſt, to preſerve contingent Remainders; with Remainder to the Uſe of the firſt and other Sons of the ſaid *Digby Legard*, in Tail Male ſucceſſively; with Remainder to the Uſe of the aforeſaid *Richard Legard*, another Brother of the ſaid Sir *John Legard*, for his Life, without Impeachment of Waſte; with Remainder to the Uſe of the ſame Truſtees and their Heirs, during the Life of the ſaid *Richard Legard*, in Truſt, to preſerve contingent Remainders; with Remainder to the Uſe of the firſt and other Sons of the ſaid *Richard Legard*, in Tail Male ſucceſſively; with Remainder to the Uſe of the ſaid Sir *John Legard*, his Heirs and Aſſigns, for ever: And in the ſaid Indenture of Releaſe, a Power is reſerved to the ſaid Sir *John Legard*, in caſe he ſhould ſurvive his ſaid then intended Wife, and alſo to his ſaid Five Brothers when in Poſſeſſion, by Deed or Will, to appoint an annual Rent Charge, not exceeding Three hundred Pounds, Tax free, out of the ſame Premiſes, for the Jointure of his or their Wife or Wives, and in lieu of Dower, but without Prejudice to the ſaid laſt mentioned Term of Five hundred Years, or the Truſts thereof; and in the ſame Indenture of Releaſe, a Power was alſo reſerved to the ſaid Sir *John Legard*, after the Solemnization of the ſaid then intended Marriage, to borrow for his own Uſe at Intereſt any Sum not exceeding Two thouſand Pounds, and by Deed or Indenture executed by him in the Preſence of Two or more credible Witneſſes, to demiſe all or any Part of the ſaid ſettled Premiſes to any Perſon or Perſons, for any Term of Years, for ſecuring the Repayment of the Money ſo borrowed; and in the ſame Indenture of Releaſe are alſo contained Powers to the ſeveral Tenants for Life, when in Poſſeſſion, to grant Leaſes not exceeding Twenty one Years in Poſſeſſion at the moſt improved Rents, and alſo a Power to Truſtees to ſell and exchange (with ſuch Conſent as therein mentioned, and to lay out the Monies to ariſe by Sale in other Real Eſtates, to be ſettled, with thoſe taken in Exchange, to the former Uſes, and until a Purchaſe found to inveſt the Purchaſe Monies in Real or Government Securities: And whereas the Marriage between the ſaid Sir *John Legard* and *Catherine Lapel Alſton* was ſolemnized ſoon after the Date of the ſaid laſt recited Indentures of Leaſe and Releaſe: And whereas the ſaid Eight Brothers and Siſters of the ſaid Sir *John Legard* ſeverally attained the Age of Twenty-one Years, and thereupon the Truſtees of the Term of Five hundred Years limited by the ſaid Settlement of the Sixteenth Day of *Auguſt* One thouſand ſeven hundred and fifty-five, raiſed the aforeſaid Sum of Six thouſand Pounds provided for younger Children's Portions under the Truſts of that Term, by Mortgage to ſeveral Perſons, of ſeveral undivided Parts or Shares of and in the Premiſes comprized in the ſame Term, and the ſaid Sum of Six thouſand Pounds is now due and owing to the ſeveral Perſons next herein-after named under and by virtue of ſuch Mortgages; namely, to *Robert Eaton* the Sum of Two thouſand two hundred and fifty Pounds; to *Mary Midgley*, Executrix of the Will of *Margaret Gylby*,

Marriage of Sir John Legard.

Sum raiſed for the Portions of Sir John Legard's Brothers and Siſters.

Gylby, the Sum of Two thouſand two hundred and fifty Pounds; and to *William Smelt* Clerk, ſurviving Executor of the Will of *Frances Swainſton*, the Sum of One thouſand five hundred Pounds: And whereas the ſaid Sir *John Legard*, purſuant to the ſaid recited Power in that Behalf contained in his Marriage Settlement, raiſed the aforeſaid Sum of Two thouſand Pounds by Mortgage of Part of his ſaid ſettled Eſtates, and the ſame Mortgage is now veſted in *Ralph Hardwick* and *William Gray*: And whereas by an Act, paſſed in the Fortieth Year of the Reign of His preſent Majeſty, intituled, *An Act for draining, embanking, and preſerving divers Tracts of Land in the Townſhip of* Muſton *in the Pariſh of* Hunmanby, *and alſo within ſundry other Pariſhes, Townſhips, or Places adjoining or near to the Rivers* Derwent *and* Hartford, *in the Eaſt and North Ridings of the County of* York, the reſpective Proprietors of Lands to be drained or improved by virtue thereof who were Tenants for Life, or under the legal Diſabilities therein ſpecified, were authorized, with the Conſent of the Commiſſioners appointed by the ſaid Act, to charge their Lands, drained or improved under the ſame Act, with any Sum of Money not exceeding Five Pounds for each Acre of their ſaid Lands, and to ſecure by Mortgage of the ſame Lands the Repayment of the ſaid Monies with Intereſt: And whereas the ſaid Sir *John Legard*, as Tenant for Life under the ſaid Indenture of Settlement of the Fifteenth Day of *June* One thouſand ſeven hundred and eighty-two, of certain Lands in the Townſhips of *Wykeham*, *Ganton*, *Potter*, *Brompton*, *Binnington*, and *Staxton*, in the ſaid County of *York*, drained or improved under the ſaid recited Act, paid for that Purpoſe, under the Directions thereof, the Sum of Two thouſand ſeven hundred and twenty-five Pounds Two Shillings and Eight Pence, and raiſed that Sum by Mortgage of the ſame Lands under the Powers of the ſaid Act, and the ſame Sum is now due to the ſeveral Perſons following; namely, to *Catherine Cappe* Six hundred and ſixty-three Pounds Twelve Shillings and Ten Pence, to *Ann Whaley* One thouſand three hundred and forty Pounds Nine Shillings and One Penny, and to the Reverend *William Richardſon* ſeven hundred and twenty-one Pounds and Nine Pence: And whereas by an Act, paſſed in the Forty-firſt Year of the Reign of His preſent Majeſty, intituled, *An Act for dividing and inclоſing the Open Arable Fields, Paſtures, Cars, Common, and Waſte Lands, within the Townſhip of* Staxton, *in the Pariſh of* Willerby *in the Eaſt Riding of the County of* York, *and for making a Compenſation in lieu of Tythes thereof, and of the ancient incloſed Lands in the ſame Townſhip, and alſo of Lands within the Townſhips of* Binnington *and* Willerby *in the Pariſh of* Willerby *aforeſaid*, the ſaid Sir *John Legard*, as Tenant for Life of Lands, Tenements, and Hereditaments within the Townſhip of *Binnington* aforeſaid, comprized in the ſaid Indenture of Settlement of the Fifteenth Day of *June* One thouſand ſeven hundred and eighty-two, was authorized, with the Conſent of the Commiſſioners under the ſaid recited Act made in the Forty-firſt Year of the Reign of His preſent Majeſty, to charge the ſame with his Share of the Expences of obtaining and executing the ſaid Act, and ringfencing the Allotments to be made to the Vicar of *Willerby* aforeſaid, and the making a Compenſation to the ſaid Vicar for the Tythes of the ſaid Lands, Tenements, and Hereditaments of the ſaid Sir *John Legard* in *Binnington* aforeſaid, and to mortgage the ſaid Lands, Tenements, and Hereditaments, for ſecuring the Repayment of the ſaid Monies with Intereſt: And whereas the ſaid Sir *John Legard* paid the Sum of Six hundred and forty-eight Pounds Eighteen Shillings and Eight Pence for the

Sum raiſed by Sir John Legard under his Marriage Settlement.

Monies raiſed under the Muſton, &c. Drainage Act.

Monies raiſed under the Staxton Incloſure Act.

the Purpoſes of the ſaid recited Act made in the Forty-fifth Year of the Reign of His preſent Majeſty, and raiſed that Sum by Mortgage in Manner directed by ſuch Act, and ſuch Sum is now due to *William Atkinſon*: And whereas by an Act, paſſed in the Forty-ſixth Year of the Reign of His preſent Majeſty, intituled, *An Act for dividing, alotting, and inclоſing the Open Fields, Paſtures, Cars, and other uninclоſed Grounds, within the Townſhips of* Ganton *and* Potter Brompton *in the Pariſh of* Ganton, *and the Townſhip of* Binnington, *in the Pariſh of* Willerby *in the Eaſt Riding of the County of* York, the ſaid Sir *John Legard*, as Tenant for Life of the Lands and Grounds thereby directed to be divided and inclоſed, (being Part of the Eſtates ſettled by the ſaid Indenture of the Fifteenth Day of *June* One thouſand ſeven hundred and eighty-two,) was authorized, with the Conſent of the Commiſſioner under that Act, to charge the ſaid Lands and Grounds with any Sum or Sums of Money, not exceeding Five Pounds for each Acre thereof, for defraying the Expences of paſſing the ſaid Act, and inclоſing the ſaid Open Fields and Grounds, and making ſuch other permanent Improvements in the Premiſes included in the ſaid Act, as ſhould by the ſaid Commiſſioner be judged neceſſary and proper, and of defraying the Expences of borrowing and ſecuring the ſaid Monies, and to mortgage the ſaid Lands and Grounds for ſecuring the Repayment of the ſaid Monies with Intereſt: And whereas the ſaid Sir *John Legard* paid the Sum of One thouſand Pounds for the Purpoſes of the ſaid recited Act made in the Forty-firſt Year of the Reign of His preſent Majeſty, and raiſed that Sum by Mortgage in Manner directed by ſuch Act, and ſuch Sum is now due to *William Rivis*: And whereas the Works of Drainage and Inclоſure under the Powers of the ſaid recited Acts of the Fortieth and Forty-third Years of His preſent Majeſty are not yet finiſhed, and further Sums of Money will be wanted by the Commiſſioners acting in Execution thereof to complete the ſame Works, and it is therefore reaſonable that a Part of the ſaid ſettled Eſtates ſhould be ſold for the Purpoſe of reimburſing to the ſaid Sir *John Legard* the Sums required for thoſe Purpoſes by the ſaid Commiſſioners: And whereas the ſaid ſettled Eſtates of the ſaid Sir *John Legard* were at and ſince the Date of the ſaid Indenture of Releaſe and Settlement of the Fifteenth Day of *June* One thouſand ſeven hundred and eighty-two, of the yearly Rent of Two thouſand three hundred and nine Pounds and Thirteen Shillings and no more, but the ſame, chiefly from the Improvements made therein by him, are now of the yearly Rent of Five thouſand four hundred and fourteen Pounds Ten Shillings and Eleven Pence, being an Increaſe of the yearly Rent of ſuch Eſtates, by the Sum of Three thouſand one hundred and four Pounds Seventeen Shillings and Eleven Pence: And whereas the ſaid Sir *John Legard* hath no Iſſue: And whereas the ſaid *Thomas Legard*, One of the ſaid Brothers of the ſaid Sir *John Legard*, hath been lately found a Lunatick by Inquiſition, and Sir *George Cayley* Baronet, and the aforeſaid *William Legard*, have been duly appointed Committees of the Eſtate of the ſaid Lunatick; and the ſaid *Thomas Legard* the Lunatick hath Iſſue Two Sons, namely, *Thomas Digby Legard*, and another Son of the Age of Six Weeks or thereabouts, not yet baptized, both Infants: And whereas the ſaid *George Legard*, another of the ſaid Brothers of the ſaid Sir *John Legard*, is dead without Iſſue: And whereas the ſaid *William Legard*, another of the ſaid Brothers of the ſaid Sir *John Legard*, hath no Iſſue Male: And whereas the ſaid *Digby Legard*, another of the ſaid Brothers of the ſaid Sir *John Legard*, hath Iſſue Two Sons, namely,

Monies raiſed and the Ganton, &c. Inclоſure Act.

Reaſons for a Sale to diſcharge Mortgages, etc.

namely, *John Horatio Legard* and *George Legard*, both Infants: And whereas the said *Richard Legard*, another of the said Brothers of the said Sir *John Legard*, hath no Issue: And whereas several of the Sums due on Mortgage as aforesaid have been called in, and adverse Measure have been threatened to be pursued for the Recovery thereof, and the Endeavours used to raise and procure the same have been unsuccessful, and it would be to the Advantage of the Owner for the Time being of the said settled Estates that a further Part thereof should be sold, for the Purpose of discharging the Mortgages and other Incumbrances existing thereon as aforesaid: And whereas the said Dame *Jane Legard*, the Widow of the said Sir *Digby Legard*, hath, by Indenture dated the Twenty-first Day of *March* One thousand eight hundred and five, covenanted with the said Sir *John Legard*, not to resort to that Part of the aforesaid settled Estates situate at *Etton* in the said County of *York*, for the Recovery of her said Jointure Rent Charge of Five hundred Pounds, she the said Dame *Jane Legard* being satisfied that the Residue of the said Estates subject thereto are an ample Security for the same; and the present Trustee of the aforesaid Term of Five hundred Years, limited for securing her said Rent Charge, hath by the same Indenture assigned and surrendered the said Premises of *Etton* to the said Sir *John Legard*, to the Intent that the Residue of the same Term may, as to such Premises at *Etton*, be merged and extinguished: And whereas Part of the said settled Estates situate at *Etton* aforesaid, and certain other Parts of the said settled Estates situate at *Scagglethorpe* and *Flamborough* in the said County of *York*, lie at an inconvenient Distance from the Mansion House and other settled Estates of the said Sir *John Legard* in the said County of *York*, and the said Sir *John Legard*, conceiving it to be just and reasonable, is desirous that the same Estates, together with a small Cottage and Garth situate at *Wykeham* in the same County, may be vested in Trustees to be sold, and that the clear Purchase Monies may be applied in discharge of the said Mortgages and other Incumbrances, and also in Payment (after the same shall be ascertained under the Directions of the said Court of Chancery) of the further Sums required by the said Commissioners of Inclosure and Drainage, 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: Wherefore Your Majesty's most dutiful and loyal Subjects, the said Sir *John Legard* and Dame *Catherine Lepel* 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 that the Manor of *Etton* aforesaid, and all and singular the Freehold Messuages, Lands, Tenements, and Hereditaments of him the said Sir *John Legard*, situate, lying, and being in the Township, Precincts, or Territories of *Etton*, *Scagglethorpe*, *Flamborough*, and *Wykeham* aforesaid, in the said County of *York*, Parcel of the Premises comprized in said Indentures of Lease and Release and Settlement of the Fourteenth and Fifteenth Days of *June* One thousand seven hundred and eighty-two, and which are particularly mentioned and described in the Second Schedule to this Act, and are of the clear annual Rent of Nine hundred and nine Pounds, or thereabouts, with their and every of their Rights, Members, Easements, and Appurtenances, and the Reversion and Reversions, Remainder

Dame Jane Legard hath released certain Estates from her Jointure.

Expediency of disposing of the Etton Part of the Estates.

Estates vested in Trustees to be sold.

mainder 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, and the ſame are hereby from thenceforth ſettled upon and veſted in *Thomas Grimſton* of *Grimſton* in the County of *York* Eſquire, and *Richard Sykes* of *Foxholes* in the ſaid County, Clerk, and their Heirs, to the Uſe of them the ſaid *Thomas Grimſton* and *Richard Sykes*, their Heirs and Aſſigns, for ever, freed and abſolutely acquitted, exonerated, exempted, and diſcharged of and from all and every the Uſes, Truſts, Eſtates, Terms of Years, Powers, Proviſoes, Limitations, and Agreements, in and by the ſaid recited Indentures of Leaſe and Releaſe and Settlement of the Fourteenth and Fifteenth Days of *June* One thouſand ſeven hundred and eighty-two, 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, 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 *Thomas Grimſton* and *Richard Sykes*, 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 Manor, Meſſuages, Lands, Tenements, 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, 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 upon Petition by or on the Behalf of the ſaid Sir *John Legard*, or his Executors, Adminiſtrators, or Aſſigns, and ſuch Directions may be given 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, and Hereditaments, or any Part or Parts thereof ſhall be ſold in Manner herein-after 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.

Purchaſers may pay their Money to the Mortgagees.

II. And be it further enacted, That any Perſon or Perſons to whom the ſaid *Thomas Grimſton* and *Richard Sykes*, 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 pay the Whole or any Part or Parts of his or their Purchaſe Monies in or towards ſatisfying and diſcharging, unto the reſpective Perſons entitled thereto, the aforeſaid principal Monies due on Mortgages, amounting to Six thouſand Pounds, and the aforeſaid principal Sum of Two thouſand Pounds due on Mortgage, and the aforeſaid principal Sums due on Mortgages, amounting to Four thouſand three hundred and ſeventy-four Pounds One Shilling and Four-pence; and that the Receipt or Receipts of the ſeveral other Perſons who ſhall reſpectively be entitled to the Principal and other Monies hereby directed to be paid

as aforesaid, shall be sufficient Discharges to the Purchasers or other Persons making such Payments respectively.

Money not paid to Mortgagees 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 Sums of Money herein-before directed to be paid, 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 Sir *John Legard* Baronet, 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 to allow and pay Money for Improvements.

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 Sir *John Legard*, his Executors, Administrators, or Assigns, to order it to be referred to a Master of that Court to enquire what further Sums of Money shall from Time to Time have been laid out and expended upon the said settled Estates by the Commissioners acting in the Execution of the said recited Acts made in the Fortieth and and Forty-third Years of the Reign of His present Majesty, not exceeding, with the Monies already expended by virtue of such Acts on such settled Estates, the Sum of Five Pounds for each Acre of the Lands of such settled Estates so charged therewith, 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 First 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 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 Sum of Six thousand five hundred and eighty Pounds, mentioned in the said First Schedule, shall be paid to the said Sir *John Legard*, his Executors, Administrators, or Assigns, by and out of the said Monies which shall be so paid into the Bank as aforesaid.

Surplus to be laid out on Estates to be settled to the same Uses.

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 Money herein-before directed to be paid, and also of the Sums which the said Court of Chancery shall order to be paid to the said Sir *John Legard*, his Executors, Administrators, or Assigns, for the further Expences of Inclosure and Drainage, and for taxed Costs as aforesaid, shall, upon Petition to the said Court of Chancery in a summary Way, by the said Sir *John Legard*, or the Heirs Male of his Body, or in case of the Death and Failure

of Iſſue Male of the ſaid Sir *John Legard*, by the Perſon or Perſons who by virtue of the Limitations of the ſaid Indenture of Releaſe and Settlement of the Fifteenth Day of *June* One thouſand ſeven hundred and eighty-two, ſhall for the Time being be Tenant or Tenants in Poſſeſſion for Life or in Tail of and in the Hereditaments ſettled and limited by the ſame Indenture, and not hereby veſted in Truſt to be ſold, or if ſuch Tenant or Tenants in Poſſeſſion be an Infant or Infants, then by his or their Guardian or Guardians, be laid out and inveſted in the Purchaſe or Purchaſes of other Freehold or Copyhold Lands, Tenements, Tythes, or Hereditaments of Inheritance which ſhall be contiguous to or convenient to be holden or enjoyed with the ſaid ſettled Eſtates not herein-before directed to be ſold as aforeſaid, and 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 Fifteenth Day of *June* One thouſand ſeven hundred and eighty-two, limited and declared of and concerning the aforeſaid Hereditaments thereby ſettled, as ſhall be then ſubſiſting and capable of taking Effect.

Money paid into the Bank may be laid out in Navy Bills, &c. till called for.

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 future Expences of Incloſure and Drainage, 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 Sir *John Legard*, his Executors, Adminiſtrators, or Aſſigns, or by the Heirs Male of his Body, or by ſuch other Perſon or Perſons being Tenants for Life or in Tail in Poſſeſſion as aforeſaid, be ordered to be ſold by the Accountant General for reimburſing ſuch future Expences of Incloſure and Drainage, or for the completing any Purchaſe or Purchaſes hereby authoriſed 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

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.

Court of Chancery may order Coſts to be paid.

VII. And be it further enacted, That it ſhall be lawful for the High Court of Chancery from Time to Time to make ſuch an Order as the ſaid Court ſhall think fit for taxing or ſettling all Coſts, Charges, and Expences, which ſhall have been incurred preparatory to and in ſoliciting and applying for and obtaining and paſſing this Act, and in making 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.

Accomptant General's Receipt to be Diſcharge to Purchaſers.

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 Nonapplication thereof.

Directing by whom the Rents ſhall be received until Sale.

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 *Thomas Grimſton* and *Richard Sykes*, 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 receive and enjoy the ſame in caſe this Act had not been made.

For appointing new Truſtees.

X. Provided always, and it is hereby further enacted, That if both or either of them the ſaid *Thomas Grimſton* and *Richard Sykes*, 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 Truſts 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

formed and executed, then and ſo often as any ſuch Caſe ſhall happen, it ſhall be lawful for the High Court of Chancery, on a ſummary Application made for that Purpoſe by Petition by the ſaid Sir *John Legard*, 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 and in ſuch Caſe, on the Petition of his Guardian or Guardians, 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, by an Order of the ſaid Court of Chancery in a ſummary Way, on Petition as aforeſaid, 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, 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 thereof and ſuch new Truſtee; or if there ſhall be no continuing Truſtee, then in ſuch new Truſtee only, upon the ſame Truſts, and for the ſame Intents and Purpoſes as are herein-before declared, of and concerning the ſaid Truſt Eſtates and Premiſes, or ſuch and ſo many of the ſame Truſts, Intents, and Purpoſes, 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.

Dame Catherine Lapel Legard's Jointure ſecured, as Eſtates not diſcharged therefrom by the Act.

XI. Provided always, and it is hereby further enacted, That notwithſtanding Part of the Hereditaments originally ſubjected to the ſaid eventual yearly Rent Charges of Three hundred Pounds and Five hundred Pounds, which were ſo as aforeſaid limited, in Uſe to the ſaid Dame *Catherine Lapel Legard*, for her Jointure, is, by the Operation of this Act, freed and diſcharged of and from the ſame yearly Rent Charges, and all Powers, Authorities, and Remedies for compelling the Payment thereof, yet nevertheleſs the ſame Rent Charges ſhall, in caſe of the ſaid Dame *Catherine Lapel Legard* ſurviving the ſaid Sir *John Legard* 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 Dame *Catherine Lapel Legard*, 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 Charges.

Saving the Rights of Mortgagees.

XII. Provided alſo, 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 ſeveral Mortgagees of and upon the Hereditaments and Premiſes ſettled and limited by the ſaid Indentures of the Fourteenth and Fifteenth Days of *June* One thouſand ſeven hundred and eighty-two, or any of them, have or hath to the principal Monies ſo as aforeſaid ſecured and due and owing to them or any of them, and the Intereſt thereon; but that they the ſaid Mortgagees 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.

General Saving of Rights.

XIII. 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, (other than and except the ſaid Sir *John Legard* and Dame *Catherine Lapel Legard*, his Wife, and their Iſſue Male, and their Daughters and younger Sons, and any after-taken Wife of the ſaid Sir *John Legard*, and the Iſſue Male, Daughters and younger Sons of him the ſaid Sir *John Legard*, by any ſuch after-taken Wife, and the ſaid *Thomas Legard*, *William Legard*, *Digby Legard*, and *Richard Legard*, and their reſpective Iſſue Male, Wives, Daughters, and younger Sons, and the right Heirs of the ſaid Sir *John Legard*, and the ſeveral Truſtees appointed or to be appointed purſuant to the ſaid recited Indenture of Releaſe and Settlement of the Fifteenth Day of *June* One thouſand ſeven hundred and eighty-two, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns,) all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of, in, to, or out of the ſaid Manor, Meſſuages, Lands, Tenements, 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.

This Act may be given as Evidence, etc.

XIV. And be it further enacted, That this Act ſhall be printed by the Printer to the King's moſt Excellent Majeſty, and a Copy thereof ſo printed ſhall be admitted as Evidence thereof by all Judges, Juſtices, and others.

The

The First SCHEDULE to which the foregoing Act refers.

	£.	s.	d.
Defraying the further Charges of the Commissioners under the Muston Drainage Act for Lands at Ganton, Potter Brompton, Binnington, Wykeham, and Staxton - - - -	2,080	0	0
Defraying the further Charges of the Commissioner under the Inclosure Act for Ganton, Potter Brompton, and Binnington -	4,500	0	0
£.	6,580	0	0

DIGBY LEGARD.

The Second SCHEDULE to which the foregoing Act refers.

The MANOR of ETTON.	Quantity.			Yearly Rent.		
In the Townſhip of Etton.	A.	R.	P.	£.	s.	d.
A Meſſuage and Six Cloſes of Old Incloſure, and Fourteen Oxgangs of Land, in the Open Fields, in the Occupation of George Witty. The Old Incloſure contains	46	0	0	160	0	0
A Meſſuage and Six Cloſes of Old Incloſure, and Two Oxgangs of Land, in the Open Fields, in the Occupation of Robert Graſby. The Old Incloſure contains -	84	0	0	140	0	0
Three Cloſes of Old Incloſure in the Occupation of Henry Grimſton Eſquire - - -	11	0	31	22	0	0
A Meſſuage and Nine Cloſes of Old Incloſure, and Twenty-three Oxgangs of Land, in the Open Fields, in the Occupation of John Brigham. The Old Incloſure contains	50	0	0	270	0	0
A Meſſuage, and a Cloſe adjoining, and One and a Half Oxgangs of Land, in the Open Fields, in the Occupation of George Turner. The Cloſe contains - -	2	0	20	35	0	0
A Cottage and Garth in the Occupation of George Varey	0	0	32	1	10	0
A Cottage and Garth in the Occupation of Robert Trenholme - - - -	0	0	20	1	10	0
A Cottage and Garth in the Occupation of John Hayton	0	0	20	1	10	0
A Cottage and Garth in the Occupation of William Carling	—	—	—	1	10	0
In the Townſhip of Flambrough.						
A Meſſuage and Lands in the Occupation of Thomas Nicholſon - - - - -	130	0	0	128	0	0
In the Townſhip of Scagglethorpe.						
A Meſſuage and Lands in the Occupation of Ann Scoreſby	142	0	0	148	0	0
In the Townſhip of Wykeham.						
A Cottage and Garth in the Occupation of Robert Gibſon	1	2	0	2	0	0
	467	1	3	911	0	0
Deduction—Free Rents paid out of the Manor of Etton	—	—	—	2	0	0
				909	0	0

The Eſtates comprized in the Settlement of the 16th Day of Auguſt 1755, upon which the Jointure of the ſaid Dame Jane Legard is charged, excluſive of thoſe above ſpecified, are let at yearly Rents, and of the Value together of 3,093 *l.* and upwards.

The Eſtates comprized in the Settlement of the 15th Day of June 1782, upon which the Jointure of the ſaid Dame Catherine Lapel Legard is charged, excluſive of thoſe above ſpecified, are let at yearly Rents, and of the Value together of 4,505 *l.* and upwards.

DIGBY LEGARD.

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