ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 155.

An Act to enable Sir *Henry St. John Carew St. John Mildmay* Baronet, to exercise certain Powers of jointuring and charging certain settled Estates in the County of *Essex* with Portions for younger Children.

[2d *June* 1810.]

Indenture of 11th May 1808.

WHEREAS by an Indenture of Bargain and Sale bearing Date the Eleventh Day of *May* One thousand eight hundred and eight, duly inrolled in His Majesty's Court of Common Pleas at *Westminster*, and made between Sir *Henry Paulet St. John Mildmay* Baronet, and Dame *Jane* his Wife, before her Marriage called *Jane Mildmay* Spinster, and the said Sir *Henry St. John Carew St. John Mildmay*, of the First Part; *Edward Bray* Gentleman, of the Second Part; and *William Bray* Esquire, of the Third Part; and by four several Common Recoveries suffered before His Majesty's Justices of the aforesaid Court of Common Pleas in *Easter* Term in the same Year One thousand eight hundred and eight, in pursuance of the said Indenture of Bargain and Sale, in each of which said Common Recoveries the said Sir *Henry St. John Carew St. John Mildmay* was vouched, and vouched over the common Vouchee of the said Court of Common Pleas, divers Manors, Messuages, Lands, Tenements, and Hereditaments, late belonging to *Carew Hervy Mildmay* Esquire deceased, and Dame *Ann Mildmay* deceased, in the Counties of *Essex*, *Somerset*, *Dorset*, and *Southampton*, were limited and settled to the Use of such Person or Persons for such Estate or Estates, upon, and for such Trusts, Intents, and Purposes, and under and subject to such Powers, Provisoes, Conditions, Declarations, and Agreements,

and charged and chargeable with such yearly and other Sum and Sums of Money, and with such Limitations or Remainders over and in such Manner and Form in all Respects as the said Sir *Henry Paulet St. John Mildmay*, Dame *Jane St. John Mildmay* and Sir *Henry St. John Carew St. John Mildmay*, during their joint Lives, or as the Survivor of them, the said Sir *Henry Paulet St. John Mildmay*, and Dame *Jane St. John Mildmay*, in case of the Death of either of them, together with the said Sir *Henry St. John Carew St. John Mildmay*, should by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment to be by them sealed and delivered, in the Presence of and to be attested by Two or more credible Witnesses, direct, limit, or appoint; and in Default thereof to the Uses and upon the Trusts in the said Indenture of Bargain and Sale expressed and declared or referred to, of and concerning the same: And whereas by an Indenture of Bargain and Sale, bearing Date the Twenty-ninth Day of *June* in the same Year, One thousand eight hundred and eight, and made between the said Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife, and Sir *Henry St. John Carew St. John Mildmay*, of the First Part; the said *Edward Bray*, of the Second Part; and the said *William Bray*, of the Third Part; certain Messuages, and other Hereditaments situate in the Parish of *Rumford*, and held of the Manor of *Havering Atte Bower*, in the said County of *Essex*, being further Part of the Estates late of the said *Carew Hervy Mildmay*, were duly conveyed unto and to the Use of the said *Edward Bray*, his Heirs and Assigns, in order to make him the said *Edward Bray* Tenant to the Precipe, for the Purpose of suffering a Common Recovery of the said Hereditaments in the Court of the said Manor; and it was thereby declared that the said Common Recovery when so suffered should enure to the Uses, upon the Trusts, and for the Intents and Purposes, and under and subject to the Powers, Provisoes, Conditions, Declarations, and Agreements to be limited, declared, and appointed by an Indenture bearing even Date with the said Indenture of Bargain and Sale now in recital, thereby meaning and intending the Indenture next herein-after recited: And whereas by an Indenture of Lease and an Indenture of Appointment and Release, the Lease bearing Date the Day next before the Appointment and Release, and the Appointment and Release bearing Date the said Twenty-ninth Day of *June* One thousand eight hundred and eight, and being the Indenture referred to in and by the said last-mentioned Indenture, and made between the said Sir *Henry Paulet St. John Mildmay*, Dame *Jane* his Wife, and Sir *Henry St. John Carew St. John Mildmay*, of the First Part; *John Henry Newbolt* Esquire, and the said *Edward Bray*, of the Second Part; *John Clerk* Esquire, and *George William Ricketts* Esquire, of the Third Part; the said *William Bray*, of the Fourth Part; and the Reverend *Thomas Salmon* Clerk, and the said *Edward Bray*, of the Fifth Part: It was and is witnessed by the Indenture now in recital, that for settling the Manors and other Hereditaments comprized in the said Indenture of Bargain and Sale of the Eleventh Day of *May* One thousand eight hundred and eight, and the said Common Recoveries suffered in pursuance thereof to the Uses therein after expressed, they the said Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife, and Sir *Henry St. John Carew St. John Mildmay*, pursuant to and in exercise of the Power or Authority to them given and limited in that Behalf by the said Indenture of Bargain and Sale of the Eleventh Day of *May* One thousand eight hundred and eight, and the said Common Recoveries suffered in

Indenture of 29th June 1808.

Indenture of Lease and Indenture of Appointment and Release, the 28th and 29th June 1808.

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purſuance thereof, and of every other Power or Authority, enabling them in that Behalf, did direct, limit, and appoint, that the Manors and other Hereditaments therein-after mentioned to be thereby granted and releaſed by the ſaid Sir *Henry Paulet St. John Mildmay*, Dame *Jane St. John Mildmay*, and Sir *Henry St. John Carew St. John Mildmay*, ſhould from thenceforth be and remain to the Uſes and upon the Truſts therein and herein-after expreſſed and declared of and concerning the ſame: And for the more effectually aſſuring the ſaid Hereditaments according to the Intent of the ſaid Parties, and for other Conſiderations in the ſaid Indenture expreſſed, the ſaid Sir *Henry Paulet St. John Mildmay*, Dame *Jane* his Wife, and Sir *Henry St. John Carew St. John Mildmay*, did grant, releaſe, and confirm unto the ſaid *John Clerk*, and *George William Ricketts*, and their Heirs, all and ſingular the ſaid Manors and other Hereditaments comprized in and conveyed, aſſured and limited, by the ſaid Indenture of Bargain and Sale of the Eleventh Day of *May* One thouſand eight hundred and eight, and the ſaid Common Recoveries ſuffered in purſuance thereof: And it was and is by the Indenture now in recital further witneſſed, and the ſaid *John Henry Newbolt*, and *Edward Bray*, did, for the Conſiderations in the Indenture now in recital mentioned, bargain, ſell, and releaſe, and the ſaid Sir *Henry Paulet St. John Mildmay*, did remiſe, releaſe, and confirm unto the ſaid *John Clerk* and *George William Ricketts*, and their Heirs, a certain Meſſuage and Farm called *Collards*, ſituate in *Burnham*, in the ſaid County of *Eſſex*, which ſaid Meſſuage and Farm was ſome Time in the Year One thouſand ſeven hundred and ninety-nine conveyed to the ſaid *John Henry Newbolt*, and *Edward Bray*, and their Heirs, in Truſt for him the ſaid Sir *Henry Paulet St. John Mildmay*, to hold as well the ſaid Manors and other Hereditaments therein-before mentioned to be thereby granted and releaſed by the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife, and Sir *Henry St. John Carew St. John Mildmay*, as the Meſſuage, Farm, and other Hereditaments therein-before mentioned, to be thereby releaſed by the ſaid *John Henry Newbolt*, and *Edward Bray*, and Sir *Henry Paulet St. John Mildmay* as aforeſaid, with their reſpective Appurtenances, unto the ſaid *John Clerk* and *George William Ricketts*, and their Heirs, to the Uſes and upon the Truſts therein and herein-after mentioned; that is to ſay, as to certain Parts of the ſame Premiſes, ſituate in the ſaid County of *Eſſex*, to the Uſe of the ſaid *Thomas Salmon*, and *Edward Bray*, and their Heirs, upon Truſt to ſell the ſame, and to apply the Money ariſing from the Sale thereof in Manner therein mentioned; and as to all and ſingular the ſaid Manors and other Hereditaments therein before mentioned, to be thereby appointed and releaſed, and not thereby limited in Uſe to the ſaid *Thomas Salmon*, and *Edward Bray*, and their Heirs as aforeſaid, and alſo as to the ſaid ſeveral Hereditaments within the ſaid Manor of *Havering Atte Bower* comprized in the ſaid Indenture of Bargain and Sale of the Twenty-ninth Day of *June* One thouſand eight hundred and eight, of which a Common Recovery was ſo then intended to be ſuffered as aforeſaid, when and ſo ſoon as the ſame Recovery ſhould have been perfected, to the Uſe, Intent, and Purpoſe, that the ſaid Sir *Henry St. John Carew St. John Mildmay*, and his Aſſigns, ſhould yearly during the joint Lives of himſelf and of the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane St. John Mildmay*, receive and take out of the Rents, Iſſues, and Profits of the ſaid Hereditaments reſpectively an Annuity or clear yearly Rent-charge of Eight Hundred Pounds, and ſubject and charged as aforeſaid as

to all the ſaid Hereditaments, as well thoſe thereby appointed and releaſed by the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife, and Sir *Henry St. John Carew St. John Mildmay*, as the Hereditaments releaſed by the ſaid *John Henry Newbolt* and *Edward Bray*, and thoſe of which a Recovery was then about to be ſuffered in the ſaid Manor of *Havering Atte Bower*, from and after the ſuffering thereof (other than and except the Hereditaments therein-before limited in Uſe to the ſaid *Thomas Salmon* and *Edward Bray*, their Heirs and Aſſigns as aforeſaid) to the Uſe of the ſaid Sir *Henry Paulet St. John Mildmay*, and his Aſſigns, for and during the joint natural Lives of himſelf and the ſaid Dame *Jane St. John Mildmay*, without Impeachment of Waſte, and from and immediately after the Determination of the ſaid Eſtate during ſuch joint Lives as aforeſaid, to the Uſe of the ſaid *John Clerk* and *William Bray*, their Executors, Adminiſtrators and Aſſigns, for the Term of Three hundred Years, upon Truſt for ſecuring the annual Sum or yearly Rent-charge of Five thouſand Pounds or Four thouſand Pounds, as the Event might be, therein-after provided for the ſaid Sir *Henry St. John Carew St. John Mildmay* as therein and herein-after is expreſſed; and as to all and ſingular the ſaid Hereditaments ſo thereby limited in Uſe to the ſaid Sir *Henry Paulet St. John Mildmay* during ſuch joint Lives as aforeſaid, in caſe the ſaid Eſtate for ſuch joint Lives ſhould determine by the Death of the ſaid Dame *Jane St. John Mildmay* in the Lifetime of the ſaid Sir *Henry Paulet St. John Mildmay*, then to the Uſe, Intent and Purpoſe that the ſaid Sir *Henry St. John Carew St. John Mildmay*, if he ſhould then be living, and his Aſſigns, ſhould yearly during the joint Lives of himſelf and of the ſaid Sir *Henry Paulet St. John Mildmay* receive and take out of the ſaid Hereditaments One Annuity or yearly Rent charge of Five thouſand Pounds, and ſubject to the aforeſaid Term of Three hundred Years and to the Truſts thereof, and ſubject to and charged with the ſaid Annuity or yearly Rent-charge of Five thouſand Pounds as to all and ſingular the Manors, Rectories, Tythes and other Hereditaments comprized in the ſaid Term and charged with the ſaid Annuity, to the Uſe of the ſaid Sir *Henry Paulet St. John Mildmay* and his Aſſigns, for and during the Term of his natural Life, and from and immediately after the Determination of that Eſtate by Forfeiture or otherwiſe in his Lifetime, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid Sir *Henry Paulet St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and immediately after the Deceaſe of the ſaid Sir *Henry Paulet St. John Mildmay*, in caſe the ſaid Dame *Jane St. John Mildmay* and the ſaid Sir *Henry St. John Carew St. John Mildmay* ſhould be both then living, to the Uſe, Intent and Purpoſe that the ſaid Sir *Henry St. John Carew St. John Mildmay* and his Aſſigns, ſhould yearly during the joint Lives of himſelf and the ſaid Dame *Jane St. John Mildmay*, receive and take out of all and ſingular the ſaid Manors, Rectories, Tythes and other Hereditaments limited to the ſaid Sir *Henry Paulet St. John Mildmay* in Manner therein and herein-before mentioned, one Annuity or yearly Rent charge of Four thouſand Pounds, to commence from the Expiration of the ſaid Annuity of Eight hundred Pounds, and to be made on the Quarter Days thereinbefore appointed for Payment of the ſaid Annuity of Five thouſand Pounds, and to be attended with the uſual Powers of Diſtreſs and Entry, and Detention of Poſſeſſion, and Perception of the Rents, Iſſues and Profits of the ſaid Hereditaments, and ſubject and charged as aforeſaid, to the Uſe of the ſaid Dame *Jane St. John Mildmay* and her Aſſigns, for and during the Term

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of her natural Life, and from and after the Determination of the ſaid Eſtate in the Lifetime of the ſaid Dame *Jane St. John Mildmay*, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid Dame *Jane St. John Mildmay*, upon Truſt to preſerve the contingent Remainders; and from and after the Deceaſe of the Survivor of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane* his Wife, as to all and ſingular the Manors and other Hereditaments therein-before limited to the ſaid Sir *Henry Paulet St John Mildmay* for the joint Lives and for his own Life as therein and herein-before mentioned, to the Uſe of the ſaid *Thomas Salmon* and *Edward Bray*, their Executors, Adminiſtrators and Aſſigns, for the Term of One thouſand Years to commence from the Deceaſe of ſuch Survivor, upon the Truſts and for the Ends, Intents and Purpoſes therein-after expreſſed and declared of and concerning the ſame, and herein-after mentioned, and from and after the Expiration or ſooner Determination of the ſaid Term of One thouſand Years, and in the Meantime ſubject thereto and to the Truſts thereof, to the Uſe of the ſaid Sir *Henry St. John Carew St. John Mildmay* and his Aſſigns, during the Term of his natural Life without Impeachment of Waſte, and from and immediately after the Determination of the Eſtate ſo limited in Uſe to the ſaid Sir *Henry St. John Carew St. John Mildmay* and his Aſſigns for his Life, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid Sir *Henry St. John Carew St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and immediately after the Deceaſe of the ſaid Sir *Henry St. John Carew St. John Mildmay*, ſubject as therein and herein-before is mentioned, to the Uſe of the Firſt and every other Son of the ſaid Sir *Henry St. John Carew St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail, and for Default of ſuch Iſſue, but ſubject and without Prejudice to the raiſing any of the Sums thereby authorized to be raiſed and charged, and to the ſaid Term of One thouſand Years and the Truſts thereof, to the Uſe of *Paulet St. John Mildmay* (the Second Son of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of the ſaid Eſtate by any Means in the Lifetime of the ſaid *Paulet St. John Mildmay*, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *Paulet St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and immediately after the Deceaſe of the ſaid *Paulet St. John Mildmay*, to the Uſe of the Firſt and every other Son of the ſaid *Paulet St. John Mildmay*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue, but ſubject and without Prejudice as aforeſaid, to the Uſe of *George William St. John Mildmay* (the Third Son of the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife) and his Aſſigns, during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Lifetime, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *George William St. John Mildmay*, upon Truſt to preſerve the coningent Remainders, and from and after the Deceaſe of the ſaid *George William St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *George William St. John Mildmay* ſeverally and ſucceſſively according to their reſpective Seniorites in Tail Male, and for Default of

ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *Charles William Powlet St. John Mildmay* (the Fourth Son of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Life-time, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *Charles William Powlett St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and after the Deceaſe of the ſaid *Charles William Powlett St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the firſt and every other Son of the ſaid *Charles William Powlett St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *Humphrey St. John Mildmay* (the Fifth Son of the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Lifetime, to the Uſe of the ſaid *John Clerk* and *George William Ricketts*, and their Heirs, during the natural Life of the ſaid *Humphrey St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and after the Deceaſe of the ſaid *Humphrey St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *Humphrey St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *John Francis St. John Mildmay* (the Sixth Son of the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Life-time, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *John Francis St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and after the Deceaſe of the ſaid *John Francis St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *John Francis St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *Edward St. John Mildmay* (the Seventh Son of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Life-time, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *Edward St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and after the Deceaſe of the ſaid *Edward St. John Mildmay*, (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *Edward St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *Gualtier St. John Mildmay* (the Eighth Son of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Life-time to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *Gualtier St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from

and after the Deceaſe of the ſaid *Gualtier St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *Gualtier St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Mail, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *Carew Anthony St. John Mildmay* (the Ninth Son of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Life-time, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *Carew Anthony St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and after the Deceaſe of the ſaid *Carew Anthony St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *Carew Anthony St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *Auguſtus Tucker St. John Mildmay* (the Tenth Son of the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Life-time, to the Uſe of the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the natural Life of the ſaid *Auguſtus Tucker St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and after the Deceaſe of the ſaid *Auguſtus Tucker St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *Auguſtus Tucker St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of *Hugh Cornwall St. John Mildmay*, therein called *Hugh St. John Mildmay* (the Eleventh and only other Son of the ſaid Sir *Henry Paulet St. John Mildmay*, and Dame *Jane* his Wife) and his Aſſigns, for and during the Term of his natural Life without Impeachment of Waſte, and from and after the Determination of that Eſtate by any Means in his Life-time, to the Uſe of the ſaid *John Clerk* and *George William Ricketts*, and their Heirs, during the natural Life of the ſaid *Hugh Cornwall St. John Mildmay*, upon Truſt to preſerve the contingent Remainders, and from and after the Deceaſe of the ſaid *Hugh Cornwall St. John Mildmay* (but ſubject as aforeſaid) to the Uſe of the Firſt and every other Son of the ſaid *Hugh Cornwall St. John Mildmay* ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of all and every other Sons and Son of the ſaid Sir *Henry Paulet St. John Mildmay* by the ſaid Dame *Jane* his Wife to be begotten, ſeverally and ſucceſſively according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue (but ſubject as aforeſaid) to the Uſe of all and every the Daughter and Daughters of the ſaid Sir *Henry Paulet St. John Mildmay* by the ſaid Dame *Jane* his Wife, begotten or to be begotten equally to be divided between or among them, if more than One, Share and Share alike for their reſpective Lives, and in caſe any One or more of ſuch Daughter or Daughters ſhould die, then to the Uſe of the Survivors and Survivor of ſuch Daughters, for their Life or Lives as aforeſaid, and from and after the Deceaſe of the Survivor or Survivors of the ſaid Daughters, to the Uſe of the right Heirs of the ſaid Dame *Jane St. John Mildmay* for ever; and it was and is by the ſaid Indenture of Appointment, Releaſe and Settlement now in recital, declared and agreed that the ſaid Term of One thouſand Years was ſo limited to the

ſaid

ſaid *Thomas Salmon* and *Edward Bray*, their Executors, Adminiſtrators, and Aſſigns as aforeſaid, upon Truſt that they ſhould at any Time after the Deceaſe of the Survivor of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane* his Wife, on the Requeſt of the ſaid Sir *Henry St. John Carew St. John Mildmay*, or of the Perſon or Perſons for the Time being entitled to the Hereditaments comprized in the ſaid Term of One thouſand Years immediately expectant on the Determination of the ſame Term, by Mortgage or Sale of the Manors and other Hereditaments therein comprized or of a competent Part thereof, raiſe and levy any Sum or Sums of Money not exceeding in the whole the Sum of Thirty thouſand Pounds, and ſhould pay the Money to ariſe by ſuch Mortgage or Sale to the ſaid Sir *Henry St. John Carew St. John Mildmay*, or the Perſon or Perſons by whoſe Requeſt and under whoſe Direction the ſame ſhould have been raiſed: And in and by the ſaid Indenture now in recital, amongſt other Powers or Proviſoes are contained Powers or Proviſoes in the following Words, or to the following Effect; that is to ſay, Provided alſo and it is further declared and agreed by and between the Parties to theſe Preſents, that it ſhall be lawful at any Time to and for the ſaid *Henry St. John Carew St. John Mildmay*, and all Perſons after him when and as they or either of them ſhall reſpectively be in the Poſſeſſion of or entitled to the Rents and Profits of the Manors and other Hereditaments ſo hereby limited and ſettled as aforeſaid, but ſubject and without Prejudice to any of the preceding Truſts and Charges herein-before declared, by any Deed or Deeds, Writing or Writings to be ſealed and delivered in the Preſence of and atteſted by Two or more credible Witneſſes, to grant, limit, or appoint to or to the Uſe of or in Truſt for any Woman or Women whom he or either of them may reſpectively marry, for her or their Life or Lives, and in Bar or not in Bar of her or their Dower, and either before or after ſuch reſpective Marriage, any Annuity or yearly Rent Charge not exceeding the yearly Sum of Four thouſand Pounds clear of all Taxes and Deductions whatſoever, to commence and take Effect from and immediately after the Death of the Perſon ſo granting the ſame and the preceding Life Eſtates, to be iſſuing and payable and had, received and taken from and out of all or any Part of the ſaid Manors and other Hereditaments of which he ſhall be ſeiſed or entitled to, under the Limitations herein contained, with ſuch Powers of Entry and Diſtreſs upon, and of Entry upon and Perception of the Rents and Profits of the Hereditaments whereout ſuch Annuity or yearly Rent-charge ſhall be ſo made iſſuing and payable, and ſuch Limitations of the ſame Premiſes to a Truſtee or Truſtees for a Term of Years for better ſecuring and raiſing ſuch Annuity or yearly Rent-charge, in caſe of the ſame being in Arrear, as to the Perſon or Perſons granting the ſame ſhall ſeem meet; any Thing herein-before declared to the contrary in anywiſe notwithſtanding: Provided, that only one ſuch Jointure of Four thouſand Pounds, or two not exceeding together Four thouſand Pounds, ſhall be ſubſiſting at one and the ſame Time, under and by virtue of the Powers herein in that Caſe given: Provided alſo, that it ſhall be lawful at any Time to and for the ſaid *Henry St. John Carew St. John Mildmay*, and the ſeveral Perſons Tenants for Life in Succeſſion after him, when and as they ſhall reſpectively be in Poſſeſſion of or entitled to the Rents and Profits of the ſaid ſeveral Manors and other Hereditaments hereby limited and ſettled as aforeſaid, by any Deed or Deeds, Writing or Writings, to be ſealed and delivered as aforeſaid, to charge the ſame Manors and Hereditaments or any Part thereof with Portions for their reſpective Daughters and younger Children

Children, so as the Sum to be charged do not exceed in the Whole the Sum of Thirty thousand Pounds, unless there shall be more than Three younger Children or Three Daughters not taking the settled Estates under the Limitations herein contained, or Fifty thousand Pounds in case of there being more than Three such younger Children or Three Daughters not taking the said settled Estates; and for the Purpose of securing the Portions, it shall be lawful for the said *Henry St. John Carew St. John Mildmay*, and those in Succession after him, to limit the said Manors and other Hereditaments to a Trustee or Trustees for a Term of Years, for better securing and raising the same: And whereas in pursuance of the Covenants contained in the said Indenture of Bargain and Sale inrolled of the Twenty-ninth Day of *June* One thousand eight hundred and eight, a Common Recovery was duly suffered in the Court of *Ancient Demesne* of the Lord of the Manor of *Havering Atte Bower*, of the Hereditaments comprized in and conveyed by the said Bargain and Sale, and the said Sir *Henry St. John Carew St. John Mildmay* was vouched in the same: And whereas the said Sir *Henry Paulet St. John Mildmay* duly signed and published his last Will and Testament in Writing, bearing date the Sixth Day of *July* One thousand eight hundred and eight, and thereby nominated the said Dame *Jane St. John Mildmay* Guardian of his Children during their respective Minorities: And whereas the said Sir *Henry Paulet St. John Mildmay* departed this Life on or about the Eleventh Day of *November* One thousand eight hundred and eight, and soon after his Decease his said Will was duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Sir *Henry Paulet St. John Mildmay* had Issue by the said Dame *Jane St. John Mildmay* Fifteen Children, (viz.) Eleven Sons, namely Sir *Henry St. John Carew St. John Mildmay* their eldest Son, and *Paulet St. John Mildmay* their Second Son, *George William St. John Mildmay* their Third Son, *Charles William Powlett St. John Mildmay* their Fourth Son, *Humphrey St. John Mildmay* their Fifth Son, *John Francis St. John Mildmay* their Sixth Son, *Edward St. John Mildmay* their Seventh Son, *Gualtier St. John Mildmay* their Eighth Son, *Carew Anthony St John Mildmay* their Ninth Son, *Augustus Tucker St. John Mildmay* their Tenth Son, and *Hugh Cornwall St. John Mildmay* their Eleventh Son, and Four Daughters, namely *Jane Dqrothea St. John Mildmay*, *Maria St. John Mildmay*, *Judith Ann St. John Mildmay*, and *Letitia St John Mildmay*; and no other Child: And whereas the said Sir *Henry St. John Carew St. John Mildmay* attained his Age of Twenty-one Years on the Fifteenth Day of *April* One thousand eight hundred and eight, and the said *Jane Dorothea St. John Mildmay* hath attained her Age of Twenty-one Years, and all the said other Children of the said Sir *Henry Paulet St. John Mildmay* are under the Age of Twenty-one Years: And whereas the said Dame *Jane St. John Mildmay*, immediately after the Decease of the said Sir *Henry Paulet St. John Mildmay* entered into and upon the said Manors and other Hereditaments, comprized in and conveyed by the said last-mentioned Indenture and thereby limited in strict Settlement as aforesaid, and is now in the absolute Possession of the same: And whereas the said Sir *Henry St. John Carew St. John Mildmay* intermarried with *Charlotte Bouverie* Spinster, on the Seventh Day of *August* One thousand eight hundred and nine: And whereas by Indentures of Lease and Release, bearing Date respectively the Fourth and Fifth Days of *May* in the present Year One thousand eight hundred and ten, and made between the said Dame *Jane St. John Mildmay*, of the one Part, and the said Sir *Henry St. John Carew St. John Mildmay* of the other Part; reciting in Part the said Indentures of

Will of Sir Henry Paulet St. John Mildmay, 6th July 1808.

Indenture 5th May 1810.

Leaſe and Appointment and Releaſe of the Twenty-eighth and Twenty-ninth Days of *June* One thouſand eight hundred and eight; and alſo reciting that the ſaid Sir *Henry St. John Carew St. John Mildmay* could not exerciſe any Power of jointuring or charging with Portions for his Daughters and younger Children, till he ſhould be in the actual Poſſeſſion of the Rents and Profits of the Hereditaments comprized in the ſaid Indentures; and further reciting that the ſaid Dame *Jane St. John Mildmay* out of Love and Affection for her ſaid Son was deſirous of ſurrendering her ſaid Life Eſtate in the Hereditaments mentioned in the Schedule thereunder written, being the ſame Hereditaments as are deſcribed in the Schedule to this Act, ſo that the ſame might immediately be ſubject to all the Limitations which under or by virtue of the ſaid Indenture of the Twenty-ninth of *June* One thouſand eight hundred and eight, could ariſe and take Effect if the ſaid Dame *Jane St. John Mildmay* were actually dead, except as therein-after mentioned; it is witneſſed, that the ſaid Dame *Jane St. John Mildmay*, in Conſideration of the Love and Affection which ſhe had and bore to her ſaid Son, and in Conſideration of Ten Shillings, did bargain, ſell, releaſe, and ſurrender unto the ſaid Sir *Henry St. John Carew St. John Mildmay* and his Aſſigns, all and ſingular the Hereditaments mentioned in the Schedule thereunder written, and alſo in the Schedule to this Act, with their Rights, Members, and Appurtenances, and all the Eſtate, Right, Title, and Intereſt of her the ſaid Dame *Jane St. John Mildmay*, under and by virtue of the ſaid Indenture of Appointment and Releaſe of the Twenty-ninth of *June* One thouſand eight hundred and eight, of in or to the ſame, to hold the ſaid Hereditaments with the Appurtenances unto the ſaid Sir *Henry St. John Carew St. John Mildmay* and his Aſſigns, to the End and Intent to merge and deſtroy the Eſtate for Life of the ſaid Dame *Jane St. John Mildmay*, in the Hereditaments mentioned in the ſaid Schedule, and that the ſame Hereditaments might thenceforth go, remain, and be to the Uſes upon the Truſts, and be ſubjected to all the Powers, Proviſoes, and Agreements declared of and concerning the Manors and other Hereditaments comprized in the ſaid Indenture of the Twenty-ninth of *June* One thouſand eight hundred and eight, which were thereby limited and given, to take Effect from and immediately after the Death of the Survivor of the ſaid Sir *Henry Paulet St. John Mildmay* and Dame *Jane St. John Mildmay* his Wife, ſave and except as therein mentioned; and it was thereby declared that nothing in the ſaid Indenture contained ſhould extend or be conſtrued to extend, to authorize or enable the ſaid Sir *Henry St. John Carew St. John Mildmay* during the Lifetime of the ſaid Dame *Jane St. John Mildmay* to appoint any larger Jointure on his Wife than a Jointure of Two thouſand five hundred Pounds *per Annum*, nor during ſuch Life to appoint any Sum exceeding Thirty thouſand Pounds in favour of his Daughters and younger Children; nor to authorize or enable the ſaid Sir *Henry St. John Carew St. John Mildmay*, during the Lifetime of the ſaid Dame *Jane St. John Mildmay* to raiſe the Sum of Thirty thouſand Pounds, which by the ſaid Indenture of the Twenty-ninth of *June* One thouſand eight hundred and eight, is made raiſeable under the Truſts of the Term of One thouſand Years therein mentioned, but that the ſaid laſt-mentioned Power ſhould be ſuſpended during the Lifetime of the ſaid Dame *Jane St. John Mildmay*; and it was by the ſaid Indenture further declared that the Power of jointuring and charging with Portions as before mentioned ſhould not be exerciſed during the Lifetime of the ſaid Dame *Jane St. John Mildmay* by any Perſon or Perſons other than the ſaid Sir *Henry St. John Carew St. John Mildmay*: And whereas by reaſon of the intermediate

Limitation

Limitation to Truſtees during the Life of the ſaid Dame *Jane St. John Mildmay*, to preſerve Remainders, the ſaid recited Releaſe and Surrender cannot be effectually made without the Aid and Authority of Parliament: therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid Dame *Jane St. John Mildmay* and Sir *Henry St. John Carew St. John Mildmay*, 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 from and after the paſſing this Act, the ſaid recited Indentures of Leaſe, Releaſe and Surrender of the Fourth and Fifth Days of *May* in the preſent Year One thouſand eight hundred and ten, ſhall be and the ſame are hereby declared valid and effectual to all Intents and Purpoſes, notwithſtanding the aforeſaid Limitation to the ſaid *John Clerk* and *George William Ricketts* and their Heirs, during the Life of the ſaid Dame *Jane St. John Mildmay*, in caſe of Forfeiture of her ſaid Eſtate to preſerve the contingent Remainders.

The Surrender declared valid.

II. And be it further enacted, That from and immediately after the paſſing of this Act, the ſaid Sir *Henry St. John Carew St. John Mildmay* ſhall be and he is hereby declared to be in the actual Poſſeſſion of all and ſingular the Hereditaments comprized in the ſaid Schedule and in the Schedule to this Act, ſubject nevertheleſs to the Conditions and Reſtrictions herein-after mentioned, as if he the ſaid Sir *Henry St. John Carew St. John Mildmay* had outlived the ſaid Dame *Jane St. John Mildmay*.

Sir Henry St. John Carew St. John Mildmay declared to be in Poſſeſſion.

III. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Sir *Henry Saint John Carew St. John Mildmay*, by any Deed or Deeds, Writing or Writings to be ſealed and delivered in the preſence of and atteſted by Two or more credible Witneſſes, to grant, limit or appoint to or to the Uſe of or in Truſt for the ſaid Dame *Charlotte Mildmay* or any other Woman or Women whom he may marry, for her or their Life or Lives, and in Bar or not in Bar of her or their Dower, any Annuity or yearly Rent-charge not exceeding the yearly Sum of Two thouſand five hundred Pounds clear of all Taxes and Deductions whatſoever, to commence and take Effect from and immediately after the Death of the ſaid Sir *Henry St. John Carew St. John Mildmay*, to be iſſuing and payable, and had, received and taken from and out of all or any Part of the ſaid Hereditaments mentioned in the Schedule to the ſaid Indentures of the Fourth and Fifth Days of *May* in the preſent Year One thouſand eight hundred and ten, and alſo in the Schedule to this Act, with ſuch Powers of Entry and Diſtreſs upon and of Entry upon and Perception of the Rents and Profits of the Hereditaments whereout ſuch Annuity or yearly Rent-charge ſhall be ſo made iſſuing and payable, and ſuch Limitations of the ſame Premiſes to a Truſtee or Truſtees for a Term of Years, for better ſecuring and raiſing ſuch Annuity or yearly Rent-charge in caſe of the ſame being in Arrear, as to the ſaid Sir *Henry St. John Carew St. John Mildmay* ſhall ſeem meet.

Powers.

IV. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Sir *Henry St. John Carew St. John Mildmay*, by any Deed or Deeds, Writing or Writings to be ſealed and delivered as aforeſaid, to charge the ſame Hereditaments mentioned in the Schedule to the ſaid recited Indentures of the Fourth and Fifth Days of *May* in the preſent Year One thouſand

Portions.

thouſand eight hundred and ten, and in the Schedule to this Act or any Part thereof, with Portions for his Daughters and younger Children, payable at ſuch Times and in ſuch Manner as he ſhall think proper, ſo as the Sums to be charged do not exceed in the Whole the Sum of Thirty thouſand Pounds; and for the Purpoſe of ſecuring the ſaid Portions, it ſhall be lawful for the ſaid Sir *Henry St. John Carew St. John Mildmay* to limit the ſaid Hereditaments to a Truſtee or Truſtees for a Term of Years for better ſecuring and raiſing the ſame.

Power of leaſing.

V. And be it further enacted, That from and immediately after the paſſing of this Act it ſhall and may be lawful to and for the ſaid Sir *Henry St. John Carew St. John Mildmay* and all Perſons in Succeſſion after him, to exerciſe the Power of leaſing in ſuch and the ſame Manner as he is by the ſaid recited Indenture of the Twenty-ninth Day of *June* One thouſand eight hundred and eight authorized to exerciſe the ſame after the Deceaſe of the ſaid Dame *Jane St. John Mildmay*, in caſe the ſaid Sir *Henry St. John Carew St. John Mildmay* had outlived her.

Truſtees to ſell and exchange.

VI. And be it further enacted, That it ſhall and may be lawful for the Truſtees named in the ſaid Indenture of the Twenty-ninth of *June* One thouſand eight hundred and eight, their Heirs and Aſſigns, to carry into Effect the Powers of Sale and Exchange thereby given, with the Conſent of the ſaid Sir *Henry St. John Carew St. John Mildmay*, or the Perſon or Perſons for the Time being in Poſſeſſion of the Hereditaments, without any Conſent of the ſaid Dame *Jane St. John Mildmay*, and as if the ſaid Sir *Henry St. John Carew St. John Mildmay* had been in the actual Poſſeſſion under and by virtue of the Limitations in the ſame Indenture: Provided, that nothing herein contained ſhall extend or be conſtrued to extend to authorize or enable the ſaid Sir *Henry St. John Carew St. John Mildmay*, or any other Perſon in Poſſeſſion after him to cut down Timber during the Lifetime of the ſaid Dame *Jane St. John Mildmay*, except for neceſſary Repairs, nor to authorize or enable the ſaid Sir *Henry St. John Carew St. John Mildmay* or any Perſon after him to exerciſe during the Life of the ſaid Dame *Jane St. John Mildmay* the Power of raiſing the Sum of Thirty thouſand Pounds mentioned in the ſaid Indenture of Releaſe and Appointment of the Twenty-ninth of *June* One thouſand eight hundred and eight, but that the Execution of the ſaid Power ſhall be ſuſpended during the Life of the ſaid Dame *Jane St. John Mildmay*.

General Saving.

VII. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and all and every other Perſons and Perſon, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors and Adminiſtrators, other than and except the ſaid Dame *Jane St. John Mildmay*, Sir *Henry St. John Carew St. John Mildmay*, and his Firſt and other Sons, and the Heirs of their reſpective Bodies, and the ſaid *Paulet St. John Mildmay*, *George William St. John Mildmay*, *Charles William Poulett St. John Mildmay*, *Humphrey St. John Mildmay*, *John Francis St. John Mildmay*, *Edward St. John Mildmay*, *Gualtier St. John Mildmay*, *Carew Anthony St. John Mildmay*, *Auguſtus Tucker St. John Mildmay*, and *Hugh Cornwall St. John Mildmay*, and their reſpective Firſt and other Sons, and the Heirs Male of the reſpective Bodies of ſuch Firſt and other Sons, and the ſaid *Jane Dorothea St. John Mildmay*, *Maria St. John Mildmay*, *Judith Ann St. John Mildmay*, and *Letitia St. John Mildmay*, and the Heirs and Aſſigns of the ſaid Dame *Jane St. John Mildmay*, and the ſaid *John Clerk*

and *George William Ricketts* Truſtees as aforeſaid, their Heirs and Aſſigns, and all other Perſons claiming under the Limitations contained in the ſaid Indenture of Appointment, Releaſe and Settlement of the Twenty-ninth Day of *June* One thouſand eight hundred and eight, all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, either at Law or in Equity, of, in, to or out of the ſaid Manors and other Hereditaments comprized in and conveyed by the ſame Indenture of Appointment, Releaſe and Settlement, as they or any or either of them had before the paſſing of this Act, or could or might have had or enjoyed in caſe this Act had not been made.

Act to be printed by the King's Printer.

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

The SCHEDULE to which the foregoing Act refers.

Names of Farms.	Parishes.	Names of Tenants.	No. of Acres.	Annual Rents.
			A. R. P.	£ s. d.
Bishops Hall Farm - -	Chelmsford.	James Winden, on Lease for 21 Years from Michaelmas 1807 - - -	170 — 36	556 — —
Sundry Lands - -	Do.	Joseph Marriage, jun. on Lease for 21 Years from Michaelmas 1807 - -	23 2 10	96 — —
Moiety of King's Piece -	Do.	Robert Tindall, on Lease for 21 Years from Michaelmas 1807 - - -	18 1 7	53 — —
The other Moiety of King's Piece. - - -	Do.	James Blythe, on Lease for 21 Years from Michaelmas 1807 - - -	18 1 7	53 — —
Gravel Pit Fields - -	Do.	John Chesshunt, on Lease for 21 Years from Michaelmas 1807 - - -	34 3 16	110 — —
Hop Garden - -	Do.	Reverend Mr. Morgan -	— — —	2 — —
Moulsham Hall and Lodge Farm - - -	Moulsham.	John Marriage, jun. on Leafe for 21 Years from Michaelmas 1809 -	236 — 35	700 — —
Tile Kiln Farm - -	Do.	Edward Myhill, on Leafe for 21 Years from Michaelmas 1806 - - -	209 1 10	200 — —
Part of White Houfe Farm	Do.	Thomas Burn, on Leafe for 21 Years from Michaelmas 1807 - - -	43 1 18	147 10 —
Other Part of White Houfe Farm - - -	Do.	William Marriage, on Leafe for 21 Years from Michaelmas 1807. - -	43 2 13	142 10 —
Home Farm - - -	Do.	Mr. Jofling, on Leafe for 21 Years from Michaelmas 1803 - - -	108 3 8	250 — —
Springfield Manor Farm -	Springfield.	John Marriage, on Leafe for 21 Years from Michaelmas 1806 - -	293 1 —	650 — —
Battlefhall Farm - -	Stapleford Abbott.	George Fitch, on Leafe for 21 Years from Michaelmas 1809 - - -	245 3 15	310 — —

Names of Farms.	Parishes.	Names of Tenants.	No. of Acres.	Annual Rents.
			A. R. P.	£ s. d.
Black Bush Farm - -	Do.	Philip Taylor, on Lease for 21 Years from Michaelmas 1809 - - -	143 2 7	210 — —
Marks Manor Farm - -	Romford.	John Lee, on Lease for 21 Years from Michaelmas 1807 - - - -	142 — 13	150 — —
Pig Tail Farm - - - -	Do.	John Tyler, on Lease for 7, 14, or 21 Years from Michaelmas 1806 -	232 — 11	450 — —
Burnham Hall, and Part of Littlewick Farms	Burnham.	Mrs. Hews, Widow, on Lease for 21 Years from Michaelmas 1810 - -	278 1 36	500 — —
				£4,580 — —

The Land Tax of the Whole redeemed.

Thomas Dyke.

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