ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

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every the Manor, Capital and other Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments therein-after described, and expressed to be thereby granted and released, with their and every of their Rights, Members, and Appurtenances, should thenceforth remain, continue, and be to the several Uses, and upon and for the several Trusts, Intents, and Purposes, and under and subject to the several Powers, Provisoes, Declarations, and Agreements therein-after limited, expressed, and declared of and concerning the same; and by the said Indenture now in recital it was further witnessed, that for the Considerations therein mentioned the said Sir *Robert Wilmot* of *Osmaston* and *Robert John Wilmot* did grant, release, and confirm unto the said *Francis Mundy* and *Walter Sneyd*, and to their Heirs and Assigns, the Manor or Lordship, Capital and other Messuages, Farms, Lands, and other Hereditaments therein mentioned in the County of *Derby*, herein-after referred to as the *Wilmot* Estate, including the Advowson of the Rectory and Parish Church of *Weston upon Trent*, to hold the same unto the said *Francis Mundy* and *Walter Sneyd*, and their Heirs, to, for, and upon such Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements therein-after limited, expressed, and declared of and concerning the same; (that is to say,) until the said intended Marriage should take effect, to such and the same Uses, and upon and for such and the same Trusts, Ends, Intents, and Purposes, and under and subject to such and the same Powers, Provisoes, Agreements, and Declarations, as the said Manor and other Hereditaments at the Time of or immediately before the Execution of the said Indenture now in recital were or stood limited, settled, and assured; and from and immediately after the Solemnization of the said intended Marriage to the Use, Intent, and Purpose that the said *Robert John Wilmot* and his Assigns might, during the joint Lives of the said Sir *Robert Wilmot* of *Osmaston* and *Robert John Wilmot*, yearly and every Year have, receive, and take, by and out of the said Manor and all other the Hereditaments therein-before particularly described, (except the Advowson, Plantation, and Stone Quarry therein-after limited in Use to the said Sir *Robert Wilmot* of *Chaddesden* and *Theophilus Levett* and their Heirs,) an Annuity or clear yearly Rent of Five hundred Pounds, to be payable in such Manner as in the said Indenture is mentioned; and to this further Use, Intent, and Purpose, that in case the said *Robert John Wilmot* should happen to die in the Lifetime of the said *Anne Beatrix Horton*, then the said *Anne Beatrix Horton* and her Assigns might, from and after the Decease of the said *Robert John Wilmot*, yearly and every Year during the then Remainder of her Life, receive, by and out of the said Manor and other Hereditaments (except the said Advowson, Plantation, and Stone Quarry therein-after limited in Use to the said Sir *Robert Wilmot* of *Chaddesden* and *Theophilus Levett* and their Heirs), an Annuity or clear yearly Rent of Five hundred Pounds, to be payable in such Manner as in the said Indenture now in recital is mentioned, and to be in lieu of Dower; and to this further Use, Intent, and Purpose, that the said Annuities or yearly Rents of Five hundred Pounds and Five hundred Pounds should be attended with such Powers and Remedies for receiving and compelling Payment of the same when in arrear, by Distress, and Entry upon and

Detention of the Possession, and Perception of the Rents and Profits of the said Manor and other Hereditaments charged therewith, as in the said Indenture now in recital are mentioned; and as to, for, and concerning all and singular the said Manor and other Hereditaments therein-before expressed to be appointed, granted, and released, (except the said Advowson, Plantation, and Stone Quarry therein-after limited in Use to the said Sir *Robert Wilmot* of *Chaddesden* and *Theophilus Levett* and their Heirs,) subject to the said Annuities or yearly Rents of Five hundred Pounds and Five hundred Pounds, and to the Remedies for enforcing Payment of the same respectively, to the Use of the said *Davies Davenport* and *Edward Mundy*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years thence next ensuing, without Impeachment of Waste, upon the Trusts therein mentioned for further securing the said annual Sums or yearly Rent-charges of Five hundred Pounds and Five hundred Pounds respectively; and from and after the Expiration or sooner Determination of the said Term of Two hundred Years, and in the meantime subject thereto and to the Trusts thereof, and as to, for, and concerning the said Advowson and the aforesaid Plantation, with the Stone Quarry adjoining thereto, to the Use of the said Sir *Robert Wilmot* of *Osmaston* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the said *Francis Mundy* and *Walter Sneyd* and their Heirs, during the Life of the said Sir *Robert Wilmot* of *Osmaston*, in Trust for him and his Assigns, and to preserve the contingent Remainders; with Remainder, as to, for, and concerning the said Advowson, Plantation, and Stone Quarry, to the Use of the said Sir *Robert Wilmot* of *Chaddesden* and *Theophilus Levett* and their Heirs, upon the Trusts therein-after contained and herein-after in part recited, and as to, for, and concerning all and singular the said Manor and other Hereditaments (except the said Advowson, Plantation, and Stone Quarry) to the Use of the said Sir *Robert Wilmot* of *Chaddesden* and *Theophilus Levett*, their Executors, Anministrators, and Assigns, for the Term of Three hundred Years thence next ensuing, without Impeachment of Waste, upon the Trusts therein mentioned for raising Money for the Benefit of the said Sir *Robert Wilmot* of *Osmaston*, his Executors or Administrators, and for raising the Sum of Five thousand Pounds for the Portion or Portions of the Child or Children of the said intended Marriage (not being any of them an eldest or only Son), to be vested and payable in such Manner, and with such Provisions for the Maintenance and Education of the same Child or Children, as are therein mentioned; and from and after the Expiration or sooner Determination of the said Term of Three hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Robert John Wilmot* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Francis Mundy* and *Walter Sneyd* and their Heirs, during the Life of the said *Robert John Wilmot*, in Trust for him and his Assigns, and to preserve contingent Remainders; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *Robert John Wilmot* on the Body of the said *Anne Beatrix Horton* to be begotten, severally and successively according to their respective Seniorities in Tail Male, with Remainders over; and as to the said Advowson it was thereby declared

declared that the same was thereby limited to the said Trustees and their Heirs upon the Trusts therein mentioned for securing the Presentation of a Son of the said Sir *Robert Wilmot* of *Osmaston* to the said Rectory; and as to the said Plantation, with the Stone Quarry adjoining thereto, it was thereby declared that the said Trustees, and the Survivor of them, should in the meantime, and until such Presentation as therein mentioned of a Son of the said Sir *Robert Wilmot* of *Osmaston* to the said Rectory or Parish Church of *Weston-upon-Trent* as aforesaid should take place, permit and suffer the said *Robert John Wilmot*, or the Person or Persons who for the Time being, by virtue of the Limitations therein-before contained, should be entitled to the immediate Freehold or Inheritance of the said Manor and other Hereditaments, peaceably and quietly to have, hold, and enjoy the same, and to receive and take the Rents, Issues, and Profits thereof to and for his and their own Use and Benefit, and upon such Presentation of a Son of the said Sir *Robert Wilmot* of *Osmaston* as aforesaid taking place should permit and suffer the Son of the said Sir *Robert Wilmot* of *Osmaston* so presented and becoming Rector, and his Assigns, peaceably and quietly to have, hold, and enjoy the said Plantation and Stone Quarry, and to receive and take the Rents, Issues, and Profits thereof to and for his and their own Use and Benefit absolutely, for and during all such Time as he should continue Incumbent of the said Rectory; and as to the said Advowson, with the Appurtenances, from and after a Son of the said Sir *Robert Wilmot* of *Osmaston* should have been presented to the said Rectory and Church as aforesaid, and as to the said Plantation and Stone Quarry from and after the said Rectory or Parish Church should become vacant by the Death, Cession, Resignation, Deprivation, Change, or otherwise of a Rector (who should be One of the Sons of the said Sir *Robert Wilmot* of *Osmaston* presented thereto as aforesaid), or if all the Sons of the said Sir *Robert Wilmot* of *Osmaston* should happen to die without any or either of them having been presented to the said Rectory or Parish Church as aforesaid, or if a Son of the said Sir *Robert Wilmot* of *Osmaston* should be Rector or Incumbent thereof at the Time of the Decease of the said Sir *Robert Wilmot* of *Osmaston*, then as to both the Advowson and the said Plantation and Stone Quarry from and after the Presentation of a Son of the said Sir *Robert Wilmot* of *Osmaston* to the said Rectory or Parish Church should have become impracticable or been hindered as aforesaid, or from and after the Decease of the said Sir *Robert Wilmot* of *Osmaston*, if any One of his Sons should then be Rector or Incumbent thereof, upon further Trust that they the Trustees, and the Survivor of them, and his Heirs, should, as soon as conveniently might be after the Occurrence of the said Event or Events respectively, at the Cost and Charges of the Person or Persons then in the Possession or entitled to the Receipt of the Rents and Profits of the aforesaid Manor and other Hereditaments, grant, convey, and assure the said Advowson, with the Appurtenances, and the said Plantation and Stone Quarry, to such Uses, upon such Trusts, and to and for such and the same Ends, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, and Agreements as were in and by the said Indenture now in recital limited, expressed, and declared of and concerning the said Manor and other Hereditaments thereby

thereby limited and appointed, granted and released, or as near thereto as the Deaths of Parties or other Contingencies, or the Circumstances of the Case, would then permit, and in the meantime, and until such Grant, Conveyance, and Assurance should be made, should stand seised thereof in Trust for the Person or Persons who by virtue of and according to the Limitations, Powers, Provisoes, and Agreements therein contained should then and for the Time being be entitled to the aforesaid Manor and other Hereditaments, and to and for no other Use, Trust, End, Intent, or Purpose whatsoever: And whereas the Marriage between the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix* his Wife was duly solemnized soon after the Date of the said Indenture of Release: And whereas there has been Issue of the said Marriage *Robert Edward Wilmot Horton* Esquire, the First Son of the said Marriage, and *Christopher Wilmot Horton* Esquire, the Second Son of the said Marriage, who have severally attained the Age of Twenty-one Years, *Frederick Wilmot Horton*, the Third Son, and *George Lewis Wilmot Horton*, the Fourth Son of the said Marriage, both of whom are still Infants, *Anne Augusta Wilmot*, the eldest Daughter of the said Marriage, now the Wife of *Henry Tufnell* Esquire, *Mary Wilmot*, *Harriet Louisa Wilmot*, the Second and Third Daughters of the said Marriage, who died Infants and unmarried, and *Emily Julia Wilmot*, the Fourth Daughter of the said Marriage, still an Infant, and no other Issue: And whereas the said *Henry Tufnell* and *Anne Augusta* his Wife have Issue One Child only, a Daughter, who is an Infant named *Augusta Theresa*: And whereas neither the said *Robert Edward Wilmot Horton* and *Christopher Wilmot Horton*, nor the said *Frederick Wilmot Horton*, *George Lewis Wilmot Horton*, and *Emily Julia Wilmot Horton*, have been married: And whereas by an Indenture of Release, bearing Date the Ninth Day of *July* One thousand eight hundred and fourteen, grounded on a Lease for a Year, and made or expressed to be made between the said *Eusebius Horton* of the First Part, the said Sir *Robert John Wilmot Horton* (then *Robert John Wilmot*) and Dame *Anne Beatrix* his Wife (then *Anne Beatrix Wilmot*) of the Second Part, the said *Davies Davenport* and *Edward Mundy* of the Third Part, *Charles Potts* the younger, Gentleman, of the Fourth Part, the said *Walter Sneyd* and *Francis Mundy* of the Fifth Part, and *Edward Monckton* the younger, Esquire, and the said *Theophilus Levett*, of the Sixth Part, being a Settlement executed in pursuance of Articles therein recited, made and entered into previously to and in consideration of the said Marriage between the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix Wilmot Horton* his Wife, the Manors or Lordships, Messuages, Farms, Lands, and other Hereditaments in the County of *Chester*, therein particularly mentioned, and herein-after called the *Davenport* Estate, were limited to the Use of the said *Robert John Wilmot* and his Assigns during his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Davies Davenport* and *Edward Mundy*, their Heirs and Assigns, during the Life of the said *Robert John Wilmot*, upon Trust for him and his Assigns, and by the Means therein mentioned, to support the contingent Remainders therein-after limited, with Remainder to the Use of the said *Anne Beatrix Wilmot* and her Assigns during her Life, without Impeachment of Waste, with Remainder to the Use of the said *Walter Sneyd* and *Francis Mundy*, their Executors, Administrators, and Assigns, for the

Indenture of Release, 9th July 1814.

the Term of Four hundred Years, to commence and be computed from the Day of the Decease of the Survivor of them the said *Robert John Wilmot* and *Anne Beatrix* his Wife, without Impeachment of Waste, upon the Trusts therein mentioned for raising a Sum of Five thousand Pounds and Interest for the Benefit of the Daughters and younger Sons of the said *Robert John Wilmot* and *Anne Beatrix* his Wife, and from and after the Expiration or sooner Determination of the said Term of Four hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Edward Monckton* and *Theophilus Levett*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence and be computed from the Day of the Decease of the Survivor of them the said *Robert John Wilmot* and *Anne Beatrix* his Wife, without Impeachment of Waste, upon Trust, after the Decease of the Survivor of them the said *Robert John Wilmot* and *Anne Beatrix* his Wife, in case there should be any Issue Male of the said *Robert John Wilmot* on the Body of the said *Anne Beatrix* his Wife living at the Decease of the said *Anne Beatrix Wilmot*, but subject and without Prejudice to the said Term of Four hundred Years and the Trusts thereof, by the Ways therein mentioned to raise any Sum or Sums not exceeding in the whole Ten thousand Pounds, to be applied as the said *Anne Beatrix Wilmot* should in manner therein mentioned direct or appoint, and from and after the Expiration or sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Robert Edward Wilmot Horton* (then *Robert Edward Wilmot*), the elder Son of the said *Robert John Wilmot* by the said *Anne Beatrix* his Wife, in Tail Male, with Remainders over: And whereas the said *Eusebius Horton* duly made, signed, and published his last Will and Testament in Writing, bearing Date the Twenty-second Day of *August* One thousand eight hundred and twenty, and executed and attested in manner required by Law for the Validity of Devises of Freehold Estates, and thereby gave an Estate called *Dunamere* to Trustees, in Trust to sell, and after directing various Payments to be made out of the Money to arise by the said Sale the said Testator directed that the Residue or Surplus of the Monies to arise from the Sale or Sales of the said Hereditaments thereby directed to be sold as aforesaid should be laid out and invested in the Purchase of Lands, Tenements, and Hereditaments, which he further directed should be conveyed and settled to the same Uses, upon the same Trusts, and to and for the same Intents and Purposes as were expressed and declared of and concerning his Real Estates next therein-after devised in strict Settlement; and the Testator gave and devised unto the said *Davies Davenport* and *Walter Sneyd* (since deceased), their Heirs and Assigns, all that his Capital Messuage or Mansion House and Estates at *Catton* in the County of *Derby*, and all other his Manors, Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever situate and being in the several Counties of *Derby*, *Stafford*, *Leicester*, and *Northampton*, or any of them, or elsewhere in *England*, which he was seised of or entitled unto, either in Possession, Reversion, Remainder, or Expectancy, or had any Power of Appointment or Disposition over at Law or in Equity (except his said Estate therein-before disposed of), with their several Rights, Members, and Appurtenances, to hold the same unto the said *Davies Davenport* and *Walter*

Will of Eusebius Horton, dated 22d August 1820.

Walter Sneyd, their Heirs and Assigns, to the Use of the said *Edward Monckton* and *Edward Miller Mundy* Esquire, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Day of his the Testator's Decease, without Impeachment of Waste, upon the Trusts therein expressed for raising the yearly Sum of One thousand two hundred Pounds for the separate Use of the Testator's Daughter the said *Frances Louisa Carleton* for her Life, and for raising an Annuity of One hundred Pounds for *Robert Rolleston* and his Assigns for his Life, and an Annuity of Fifty Pounds for *Robert Emery* and his Assigns for his Life, and for the then Wife of the said *Robert Emery* and her Assigns for her Life, in case she should survive him, the said Annuities to be paid at the Times and in the Manner in the said Will mentioned; and upon further Trust for raising Ten thousand Pounds for the Benefit of the Children and Child of the said *Frances Louisa Carleton*, with such Provisions for Maintenance, Advancement, and Education as in the said Will are mentioned; and from and immediately after the Expiration or other Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Theophilus Levett* and the Reverend *Thomas Levett*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, to be also computed from the Day of his the Testator's Decease, without Impeachment of Waste, upon the Trusts therein expressed for raising in manner therein mentioned the Sum of Ten thousand Pounds for the Benefit of the Children of the said *Robert John Wilmot* and *Anne Beatrix Wilmot*, and an Annuity of One thousand Pounds for the said *Christopher Wilmot*, the Second Son of the said *Robert John Wilmot* and *Anne Beatrix Wilmot*, for his Life, to commence and be paid as therein mentioned; and from and immediately after the Expiration or sooner Determination of the said Term of Six hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Life of the Testator's elder Daughter the said *Anne Beatrix Wilmot*, without Impeachment of Waste, upon Trust for the separate Use of the said *Anne Beatrix Wilmot*, as therein mentioned, and upon Trust to preserve contingent Remainders; with Remainder to the Use of the said *Robert John Wilmot* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Life of the said *Robert John Wilmot*, upon Trust for him and his Assigns, and to preserve the contingent Remainders; Remainder to the Use of the said *Robert Edward Wilmot Horton* (then *Robert Edward Wilmot*, the First Son of the said *Robert John Wilmot* and *Anne Beatrix* his Wife) and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Life of the said *Robert Edward Wilmot*, upon Trust for him and his Assigns, and to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Robert Edward Wilmot* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the said *Christopher Wilmot Horton* (then *Christopher Wilmot*, the Second Son of the said *Robert John Wilmot* and

and *Anne Beatrix* his Wife,) and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Lifetime of the said *Christopher Wilmot*, in Trust for him and his Assigns, and to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Christopher Wilmot* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the said *Frederick Wilmot Horton* (then *Frederick Wilmot*, the Third Son of the said *Robert John Wilmot* and *Anne Beatrix* his Wife,) and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Life of the said *Frederick Wilmot*, upon Trust for him and his Assigns, and to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Frederick Wilmot* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the Fourth and every other Son of the Body of the said *Anne Beatrix Wilmot* to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Life of his the Testator's younger Daughter the said *Frances Louisa Carleton*, the Wife of the Honourable and Reverend *Richard Carleton*, without Impeachment of Waste, upon Trust for the separate Use of the said *Frances Louisa Carleton*, and to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Frances Louisa Carleton*, successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the said *Anne Augusta Wilmot*, the eldest Daughter of the said *Robert John Wilmot* and *Anne Beatrix* his Wife, and her Assigns, during her Life, without Impeachment of Waste; with Remainder to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Life of the said *Anne Augusta Wilmot*, upon Trust for the said *Anne Augusta Wilmot* and her Assigns, and to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Anne Augusta Wilmot* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the said *Harriet Louisa Wilmot*, the Second Daughter (then living) of the said *Robert John Wilmot* and *Anne Beatrix* his Wife, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Davies Davenport* and *Walter Sneyd*, their Heirs and Assigns, during the Life of the said *Harriet Louisa Wilmot*, in Trust for her and her Assigns, and to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Harriet Louisa Wilmot* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the Third and every other Daughter of the Body of the said *Anne Beatrix Wilmot* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the First and every other Daughter of the Body of the said *Frances Louisa Carleton* lawfully to be begotten,

severally and successively according to their respective Seniorities in Tail Male; with Remainder to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, and charged and chargeable with such yearly and other Sums of Money, and with such Limitations and Dispositions over, as the Survivor of the said *Anne Beatrix Wilmot* and *Frances Louisa Carleton*, in manner in the said Will mentioned, should, at any Time or Times after the Death of such one of them as should first depart this Life, notwithstanding any present or future Coverture, direct, limit, or appoint, and in default of and subject to such Direction, Limitation, or Appointment, to the Use of the right Heirs of the Survivor of the said *Anne Beatrix Wilmot* and *Frances Louisa Carleton*; and in the said Will are limited to the sucessive Tenants for Life such Powers of jointuring, appointing annual Sums of Money to Husbands, and Portions to younger Children, and leasing, as in the said Will are mentioned; and it was by the said Will provided, that the said *Anne Beatrix Wilmot* and the said *Robert John Wilmot* and their Issue, and all and every other Person and Persons, whether Male or Female, who by virtue of the Devises or Limitations therein-before contained, or of the Proviso now in recital, should become entitled to the Possession or Receipt of the Rents and Profits of his the Testator's Manors, Messuages, Lands, and other Hereditaments thereby devised in strict Settlement as aforesaid, and who should not be then called by the Name or use the Arms of *Horton*, should, within the Space of Twelve Calendar Months after she, he, or they respectively should become so entitled, and also that all and every the Person and Persons whom any Woman or Women who should so become entitled as aforesaid might marry should, within Twelve Calendar Months next after she, he, or they should so respectively become entitled if then married, but if otherwise within Twelve Calendar Months after every such Marriage, take upon herself, himself, and themselves, and use in all Deeds and Writings whatsoever wherein she, he, or they might be a Party or Parties, and upon all other Occasions, the Surname and as the last or principal Name, and quarter the Arms of *Horton*, and should within the Space of Twelve Calendar Months thence next ensuing apply for and endeavour to obtain a proper Licence from the Crown, or take such other Means as should be requisite and proper, to authorize and enable him, her, or them respectively to take, use, and bear the said Surname and Arms of *Horton*; and the Testator's Will was and he thereby declared, that in case any such Person or Persons should refuse or neglect to take and bear such Surname and Arms, or to take such proper Steps and Means as might be requisite to enable and authorize her, him, or them so to do, within the Space of Twelve Calendar Months, or should afterwards during his, her, or their Life or Lives respectively discontinue to use and bear such Surname and Arms as aforesaid, then and in any such Case and from thenceforth the Devise or Limitation, or Devises or Limitations therein-before made and contained to her, him, or them who or whose Husband or Husbands should so neglect, refuse, or discontinue, of and concerning his the said Testator's Manors, Messuages, Lands, and other Hereditaments thereby devised as in strict Settlement as aforesaid, should cease and become utterly void, and all the same Manors, Messuages, Lands, and other Hereditaments should in such Case immediately thereupon go to the next

Person in Remainder under the Devises or Limitations therein-before contained, in the same Manner as if the Person or Persons who or whose Husband or Husbands should so neglect, refuse, or discontinue, being Tenant or Tenants for Life, was or were dead, or, being a Tenant or Tenants in Tail Male or in Tail was or were dead, without Issue Male or Issue General, as the Case might be, subject nevertheless to any such Jointure or Jointures, and the Estate or Estates and Remedies for securing the same, and also to any such Lease or Leases as before such Cesser or Determination should have been granted or made of any of the said Premises by or with the Concurrence of any such Person or Persons who or whose Husband or Husbands should so refuse or neglect as aforesaid, by virtue of the Powers therein-before in that Behalf contained, or any of them; and it was by the said Will also provided, that the said *Robert John Wilmot*, and his eldest or only surviving Son for the Time being by the said *Anne Beatrix* his Wife, or such Son alone if the said *Robert John Wilmot* should be then dead, should, within the Space of Six Calendar Months next after the Decease of the said Sir *Robert Wilmot* of *Osmaston*, (if such eldest or only surviving Son of the said *Robert John Wilmot* by the said *Anne Beatrix* his Wife should then have attained the Age of Twenty-one Years, or if not then within the Space of Six Calendar Months next after such Son should attain that Age,) at his or their own Costs and Charges, by good and sufficient Deeds, Common Recoveries, and other Assurances, and in conjunction with the said *Anne Beatrix Wilmot* as to the said *Davenport* Estate, if she should then be Tenant for Life in Possession thereof, bar and destroy the Estate in Tail Male or in Tail then subsisting in the said Estates called the *Davenport* Estate, in the said County of *Chester*, of which the said *Robert John Wilmot* was then Tenant for Life, with Remainder to the said *Anne Beatrix Wilmot* for Life, with Remainder to their First and other Sons successively in Tail Male, and the said *Wilmot* Estate in the said County of *Derby* whereof the said Sir *Robert Wilmot* of *Osmaston* was then Tenant for Life in Possession, with Remainder to the said *Robert John Wilmot* for Life, with Remainder to his First and other Sons successively in Tail Male, and all Remainders, Reversions, and Contingencies thereupon respectively expectant, and should thereupon resettle or cause to be resettled the same Estates and every of them expectant upon the Decease of the Survivor of them the said *Robert John Wilmot* and *Anne Beatrix* his Wife to, upon, and for the same Uses, Trusts, Intents, and Purposes, and with and subject to the same Powers and Provisoes in favour of and as far only as respected the First and other Sons successively of them the said *Robert John Wilmot* and *Anne Beatrix* his Wife, and the respective Issue Male of such Son and Sons, as were therein-before declared and contained of and concerning his the said Testator's Manors, Messuages, Lands, and other Hereditaments thereby devised in strict Settlement as aforesaid, or such of the same Uses, Trusts, Intents, Purposes, Powers, and Provisoes as should be then subsisting or capable of taking effect; and it was particularly the Testator's Will, that the Powers of jointuring and charging with Portions to be given or limited over the *Davenport* and *Wilmot* Estates, pursuant to the Proviso therein-before contained, should be deemed and considered to be double Powers, or in addition to the like Powers therein-before by him the Testator

given over his said Manors and other Hereditaments therein-before devised in strict Settlement as aforesaid; and the Testator's Will was and he thereby declared, that in case the said *Robert John Wilmot* and such his eldest or only surviving Son by the said *Anne Beatrix* his Wife as aforesaid, or such Son alone if the said *Robert John Wilmot* should be then dead, but in conjunction with the said *Anne Beatrix Wilmot* as to the said *Davenport* Estate, if she should be then living, should refuse or neglect to bar such Entail and Remainders and Dispositions over, and make such Resettlement as therein-before directed, within the Period therein-before for that Purpose limited and expressed, then and in such Case and from thenceforth the Devises or Limitations, or Devise or Limitation therein-before made and contained to the said *Robert John Wilmot* and *Anne Beatrix* his Wife, and such their eldest or only surviving Son as aforesaid, or to such Son alone, as the Case might be, of and concerning his the said Testator's Manors, Messuages, Lands, and other Hereditaments thereby devised as in strict Settlement as aforesaid, should cease and become utterly void, and all the same Manors, Messuages, Lands, and other Hereditaments should immediately thereupon go over in such and the same Manner as was expressed in the Proviso last therein-before contained and herein-before recited, in the event of any such Neglect, Refusal, or Discontinuance to take and use the Surname and quarter the Arms of *Horton*, as therein mentioned and herein recited: And whereas the said *Eusebius Horton* died in the Year One thousand eight hundred and twenty-three without revoking or altering his said Will so far as the same is herein-before recited: And whereas the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix* his Wife, in compliance with the Direction in the said Will, obtained a Licence from the Crown that they and their Issue might take and use the Surname and Arms of *Horton*: And whereas the said *Frances Louisa Carleton* has Issue Two Children only, *videlicet*, One Son and One Daughter, who are both Infants under the Age of Twenty-one Years, and unmarried: And whereas the said *Walter Sneyd* died in the Month of *June* One thousand eight hundred and twenty-nine: And whereas by Indentures of Lease and Release, bearing Date the Twenty-fourth and Twenty-fifth Days of *May* One thousand eight hundred and thirty-one, the Indenture of Release being made between the said *Davies Davenport* of the First Part, the said *Anne Beatrix Wilmot Horton*, the Wife of the Right Honourable *Robert John Wilmot Horton*, and the said *Frances Louisa Carleton*, the Wife of the Honourable and Reverend *Richard Carleton*, of the Second Part, the Right Honourable *Edward John* Baron *Hatherton*, then *Edward John Littleton* Esquire, of the Third Part, and *William Yeates Alban* of the Fourth Part, the said *Edward John* Baron *Hatherton* was appointed a Trustee of the Will of the said *Eusebius Horton* jointly with the said *Davies Davenport*, in the Place or Stead of the said *Walter Sneyd* deceased: And whereas in the Year One thousand eight hundred and thirty-one His Majesty appointed the said Sir *Robert John Wilmot Horton* His Governor of the Island of *Ceylon* in the *East Indies*, and he has since resided there on His Majesty's Service as such Governor: And whereas the said Sir *Robert Wilmot* of *Osmaston* died on the Twenty-third Day of *July* One thousand eight hundred and thirty-four; And whereas by an Indenture of Release

Indenture of Release, 22d January 1835.

Release, bearing Date the Twenty-second Day of *January* One thousand eight hundred and thirty-five, grounded on a Lease for a Year, and made or expressed to be made between the said *Robert Edward Wilmot Horton* of the one Part, and *William Yeates Alban* of the other Part, after reciting, among other Things, to the Effect hereinbefore recited, it was witnessed, that for the Considerations therein mentioned the said *Robert Edward Wilmot Horton* did grant, release, confirm, and dispose of, unto the said *William Yeates Alban* and his Heirs, all that the said *Wilmot* Estate, and also all that the said *Davenport* Estate, by the Descriptions in the said Indenture now in recital contained, and also all and singular other the Hereditaments (if any) which under the Names of the *Wilmot* Estate and the *Davenport* Estate were in and by the said Will of the said *Eusebius Horton* directed to be resettled as aforesaid, with their Rights, Members, and Appurtenances, to hold the same (but as to such Part or Parts of the said Premises as were comprised in or were subject to the subsisting Uses of the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and six, subject and without Prejudice to such of the Uses or Estates thereby limited as were subsisting and precedent to and exclusive of the Use or Estate in Tail Male thereby limited to the First Son of the Body of the said Sir *Robert John Wilmot Horton* on the Body of the said Dame *Anne Beatrix Wilmot Horton* to be begotten in Tail Male; and as to such Part and Parts of the said Premises as were comprised in or were subject to the subsisting Uses of the said Indenture of the Ninth Day of *July* One thousand eight hunded and fourteen, subject and without Prejudice to such of the Uses or Estates thereby limited as were subsisting and precedent to and exclusive of the Use or Estate in Tale Male thereby limited to the said *Robert Edward Wilmot Horton*,) unto the said *William Yeates Alban* and his Heirs, to, upon, and for the same Uses, Trusts, Intents, and Purposes, and with and subject to the same Powers and Provisoes in favour of and as far as respects the First and other Sons successively of rhem the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix Wilmot Horton* his Wife, and the respective Issue Male of such Son and Sons, as were in and by the said recited Will of the said *Eusebius Horton* declared and contained of and concerning the said Manors, Messuages, Lands, and other Hereditaments by the same Will devised in strict Settlement as aforesaid, or such of the same Uses, Trusts, Intents, Purposes, Powers, and Provisoes as were then subsisting or capable of taking effect; and it was thereby agreed and declared, that the Powers of jointuring and charging with Portions, which, under the Limitations by reference therein-before contained, and thereby made as aforesaid, would be exerciseable by the Sons of the said Sir *Robert John Wilmot Horton* and Danie *Anne Beatrix Wilmot Horton* his Wife, over the said Estates thereby settled as aforesaid, should be deemed and considered to be double Powers, or in addition to the like Powers in and by the said Will of the said *Eusebius Horton* by him given over his said Manors and other Hereditaments devised in strict Settlement as therein-before recited; and it was thereby agreed and declared, that, subject and without Prejudice to the Uses, Trusts, Intents, Purposes, Powers, and Provisoes therein-before limited, declared, and contained, by reference as therein-before mentioned, the said Manors or Lordships, Advowsons, Messuages,

Messuages, Farms, Lands, and other Herditaments therein-before granted and released or disposed of as therein-before mentioned, should remain and be to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations to, for, upon, with, under, and subject to which respectively the same Premises respectively stood limited and settled immediately before the sealing and Delivery of the said Indenture now in recital: And whereas a Deed of Consent, to be executed by the said Sir *Robert John Wilmot Horton* as Protector of the Settlement prior to or on the same Day with the Execution of the said Indenture of the Twenty-second Day of *January* One thousand eight hundred and thirty-five, was dispatched to the Island of *Ceylon* as soon after the Death of the said Sir *Robert Wilmot* of *Osmaston* as the Case admitted: And whereas the Twenty-third Day of *January* One thousand eight hundred and thirty-five was the last Day of the Space of Six Calendar Months next after the Death of the said Sir *Robert Wilmot* of *Osmaston*, exclusive of the Day of his Death, and to avoid any Question whether the Six Calendar Months mentioned in the said Will of the said *Eusebius Horton* were to be inclusive or exclusive of the Day of his Death, the said Indenture of the Twenty-second Day of *January* One thousand eight hundred and thirty-five was executed on the Day of the Date thereof: And whereas the said Consent Deed did not reach the said Sir *Robert John Wilmot Horton* till the said Twenty-third Day of *January* One thousand eight hundred and thirty-five, on which Day the same was executed by him: And whereas another Indenture of Release and Settlement, bearing Date the Twentieth Day of *June* One thousand eight hundred and thirty-five, similar to the said Indenture of the Twenty-second Day of *January* One thousand eight hundred and thirty-five, has been executed by the said *Robert Edward Wilmot Horton*, and both the said Indentures of the Twenty-second Day of *January* One thousand eight hundred and thirty-five and the Twentieth Day of *June* One thousand eight hundred and thirty-five, together with the said Deed of Consent of the Twenty-third Day of *January* One thousand eight hundred and thirty-five, were duly enrolled on the First Day of *July* One thousand eight hundred and thirty-five: And whereas, although it is manifest that the said Sir *Robert John Wilmot Horton* and *Robert Edward Wilmot Horton* were desirous to comply with the Direction of the said Will of the said *Eusebius Horton*, and that they cannot be reasonably understood to have refused or neglected to perform Acts which they have used their best Endeavours to perform, yet Doubts may be entertained whether the Estates of the said Sir *Robert John Wilmot Horton* and *Robert Edward Wilmot Horton*, or of One of them, in the said Manors, Messuages, Lands, and other Hereditaments devised by the said Will of the said *Eusebius Horton* in strict Settlement as aforesaid, may not have ceased and become void, as in the said Will is provided in the Case of Refusal or Neglect to bar the Estates in Tail Male, and all Remainders over, in the said *Wilmot* Estate and the said *Davenport* Estate, and to make such Resettlement of the same Estates as aforesaid: And whereas the said *Robert Edward Wilmot Horton* is desirous, and the said *Richard Carleton* and *Frances Louisa Carleton* his Wife, and the said *Christopher Wilmot Horton*, are willing,

Indenture of Release, 20th June 1835,

as far as they are able, that such Doubts should be removed; but the same cannot be effectually done without the Aid and Authorityof Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Provision or Direction in the said Will of the said *Eusebius Horton* contained, that the said Sir *Robert John Wilmot Horton* and his eldest or only surviving Son for the Time being by the said Dame *Anne Beatrix Wilmot Horton*, should bar and destroy the Estate in Tail Male or in Tail in the said *Davenport* Estate and in the said *Wilmot* Estate, and all Remainders, Reversions, and Contingencies thereupon respectively expectant, and should resettle the same Estates in manner in the said Will mentioned and herein-before recited, shall be deemed, construed, and taken to have been duly complied with by the said Sir *Robert John Wilmot Horton* and *Robert Edward Wilmot Horton*, and that the said Manors, Messuages, Lands, and other Hereditaments by the said Will of the said *Eusebius Horton* devised in strict Settlement as aforesaid shall from and after the passing of this Act stand and be settled to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations to, upon, for, with, under, and subject to which the same Premises were to stand and be settled under and by virtue of the said Will of the said *Eusebius Horton*, upon the due Compliance, within the Time in that Behalf limited by the said Will, with the aforesaid Provision or Direction to bar the Estate in Tail Male or in Tail in the *Wilmot* Estate and the *Davenport* Estate, and to resettle the same Estates in manner aforesaid (any Statute or Rule of Law, or other Matter or Thing, to the contrary in anywise notwithstanding).

Provision in Will of E. Horton to be deemed to have been complied with.

II. And whereas the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix Wilmot Horton* his Wife are resident beyond the Seas in the Island of *Ceylon* in the *East Indies*, and their Consent to this Act, on behalf of themselves and their infant Children, has not been proved; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said Sir *Robert John Wilmot Horton*, or as against any Person claiming or to claim, by, from, through, or under him, any Estate, Right, Title, or Interest whatsoever now vested in him the said Sir *Robert John Wilmot Horton*, until he the said Sir *Robert John Wilmot Horton* shall signify his Consent to this Act by Writing under his Hand attested by One or more credible Witness or Witnesses, and this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against her the said Dame *Anne Beatrix Wilmot Horton*, or any Person claiming or to claim, by, from, through, or under her, any Estate, Right, Title, or Interest now vested in her, or in the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix* his Wife, in her Right, until she the said Dame *Anne Beatrix Wilmot Horton* shall signify her Consent to this Act by some Writing under her Hand, attested by One or more credible Witness or Witnesses; and such Writing or Writings under the Hand or Hands of the said Sir *Robert John Wilmot Horton* and

As to Consents of Sir R. J. Wilmot Horton and Lady Horton.

Dame *Anne Beatrix Wilmot Horton*, or either of them, shall be enrolled in His Majesty's High Court of Chancery within Two Years from the passing of this Act, and from and after the Enrolment of such Consents respectively the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix Wilmot Horton* respectively, and all Persons claiming or to claim by, from, through, or under them respectively, as if such Consents respectively had been obtained and proved before the passing of this Act; and such Consents may be given in the Form or to the Effect following; (that is to say,)

Form of Consent.

'I, Sir *Robert John Wilmot Horton* Baronet, [*or* I, Dame *Anne Beatrix Wilmot Horton*, *or* We, Sir *Robert John Wilmot Horton* Baronet and Dame *Anne Beatrix Wilmot Horton*, *as the Case may be*,] do hereby consent to an Act of Parliament passed in the Seventh Year of the Reign of His most Excellent Majesty King *William* the Fourth, intituled *An Act for removing Doubts from the Title of Devisees under the Will of* Eusebius Horton *Esquire*, *deceased*. Given under my Hand, *or* our Hands, the Day of in the Year of our Lord .'

Proviso.

Provided nevertheless, that in case the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix Wilmot Horton*, or either of them respectively, shall depart this Life before signing such Consent, then this Clause, and the Restrictions herein contained, so far as the same may apply to or concern the Parties or Party so dying, and all Persons claiming or to claim by, from, through, or under him or her, as the Case may be, shall be absolutely void to all Intents and Purposes whatsoever.

As to Consents of their infant Children.

III. And be it further enacted, That this Act shall not, nor shall any of the Provisions herein contained operate or be of any Effect as against any Child or Children of the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix Wilmot Horton*, being an Infant or Infants at the Time of the passing of this Act, nor against any Son or Sons of such infant Child or Children, nor the Heirs Male or Heirs of the Body either of such infant Child or Children or of any Son or Sons of such infant Child or Children, until this Act shall be consented to on behalf of such infant Child or Children by the said Sir *Robert John Wilmot Horton* if living, or if he shall be dead by the lawful Guardian or Guardians of such infant Child or Children respectively for the Time being, which Consent or Consents shall be in Writing signed by the consenting Party or Parties, and shall be enrolled in the High Court of Chancery within such Space of Two Years as aforesaid, and may be in the same or the like Form as herein-before is provided for the Consent to be given by the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix Wilmot Horton*, with the Addition only of the Words, "On behalf of the infant Child or Children of the said Sir *Robert John Wilmot Horton* and Dame *Anne Beatrix* his Wife," and with such Variations, if any, as Occasion may require.

General Saving.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies

Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Robert Edward Wilmot Horton*, and his First and other Sons, and the Heirs Male of their respective Bodies; the said *Christopher Wilmot Horton*, and his First and other Sons, and the Heirs Male of their respective Bodies; the said *Frederick Wilmot Horton*, and his First and other Sons, and the Heirs Male of their respective Bodies; and the said *George Lewis Wilmot Horton*, and the Heirs Male of his Body; and the Fifth and every other subsequently born Son of the said Dame *Anne Beatrix Wilmot Horton*, and the Heirs Male of their respective Bodies; and the said *Frances Louisa Carleton*, and her First and other Sons, and the Heirs Male of their respective Bodies; the said *Anne Augusta Tufnell*, and her First and other Sons, and the Heirs Male of their respective Bodies; and the said *Emily Julia Wilmot Horton*, and her First and other Sons, and the Heirs Male of their respective Bodies; and the Third and every other Daughter of the said Dame *Anne Beatrix Wilmot Horton*, and the Heirs Male of their respective Bodies; and the First and other Daughters of the said *Frances Louisa Carleton*, and the Heirs Male of their respective Bodies; and the Appointees of the Survivor of them the said Dame *Anne Beatrix Wilmot Horton* and *Frances Louisa Carleton*; and the said Dame *Anne Beatrix Wilmot Horton* and *Frances Louisa Carleton* as Co-heirs of the said *Eusebius Horton*; and the said Sir *Robert John Wilmot Horton* and *Richard Carleton*, and the right Heirs of the Survivor of them the said Dame *Anne Beatrix Wilmot Horton* and *Frances Louisa Carleton*; and also except the several Trustees named in the said Will of the said *Eusebius Horton*, their Heirs, Executors, Administrators, and Assigns, and all other Persons capable of claiming or to claim any Right, Title, Benefit, or Interest under the said shifting Proviso contained in the said Will, and their respective Heirs, Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, out of, or upon the said Manors, Messuages, Lands, and other Hereditaments by the said Will of the said *Eusebius Horton* devised in strict Settlement as aforesaid, and every or any Part thereof, as they or any of them had before the passing of this Act, or would have had in case this Act had not been made.

Act to be printed by the King's Printers.

V. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON: Printed by George Eyre and Andrew Spottiswoode,
Printers to the King's most Excellent Majesty. 1836.