ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 124.

An Act for veſting Part of the ſettled Eſtates of Sir *Mark Maſterman Sykes* Baronet, in Truſtees, to be ſold, ſubject to the Approbation of the High Court of Chancery; and for applying Part of the Purchaſe Monies for the Purpoſes therein mentioned, and for laying out the Reſidue of ſuch Purchaſe Monies, under the like Direction, in the Purchaſe of other Eſtates to be ſettled to the former Uſes.

[20th *May* 1812.]

WHEREAS under and by virtue of Indentures of Leaſe and Releaſe, bearing Date reſpectively the Ninth and Tenth Days of *November* One thouſand ſeven hundred and ninety-two, the Releaſe being of Six Parts, and made between Sir *Chriſtopher Sykes* then of *Sledmere*, in the County of *York*, Baronet, Doctor of Laws, ſince deceaſed, who was the Father of the ſaid Sir *Mark Maſterman Sykes*, of the Firſt Part; the ſaid Sir *Mark Maſterman Sykes* by his then Name and Addition of *Mark Sykes* Eſquire, eldeſt Son and Heir Apparent of the ſaid Sir *Chriſtopher Sykes*, of the Second Part; *Joſeph Allen* Gentleman, of the Third Part; the Reverend *John Simpſon* Clerk, of the Fourth Part; *Thomas Williamſon* Eſquire and *Robert Dunn* Gentleman, of the Fifth Part; and *Ralph Creyke* Eſquire, and *Robert Carlile Broadley* of *Ferriby*, in the County of the Town of *Kingſton-upon-Hull*, Eſquire, of the Sixth Part; and by a Common Recovery duly ſuffered in purſuance of a Covenant contained in the ſaid Indenture of Releaſe, and under and by virtue of certain Indentures

tures of Leaſe and Releaſe and Appointment, bearing Date reſpectively the Tenth and Eleventh Days of *November* in the Year One thouſand ſeven hundred and ninety-five, the Releaſe and Appointment being of Six Parts, and made or expreſſed to be made between the ſaid Sir *Chriſtopher Sykes*, of the Firſt Part; the ſaid Sir *Mark Maſterman Sykes* (then *Mark Sykes* Eſquire), of the Second Part; Dame *Henrietta Sykes* now the Wife of the ſaid Sir *Mark Maſterman Sykes* (then *Henrietta Maſterman* Spinſter), of the Third Part; the ſaid *Robert Carlile Broadley* and *John Robinſon Foulis*, Eſquires, of the Fourth Part; *Robert Deniſon* and *Thomas Grimſton*, Eſquires, of the Fifth Part; and *William Withers* and *Robert Pearſon*, Eſquires, of the Sixth Part, (being the Settlement made previouſly to and in Contemplation of the Marriage then intended, and which was ſoon afterwards ſolemnized between the ſaid Sir *Mark Maſterman Sykes* and Dame *Henrietta* his Wife); the Manor or Lordſhip of *Sledmere* aforeſaid, with the Appurtenances, and alſo the capital Meſſuage or Manſion Houſe, and the ſeveral Meſſuages, Cottages, Farms, Lands, Grounds, Tenements, and Hereditaments at *Weaverthorpe*, *Helperthorpe*, *Middleton*, *Lockington*, and *Kilnwick* in the ſaid County of *York*, and alſo ſeveral other Hereditaments, were limited and ſettled to the Uſe of the ſaid Sir *Chriſtopher Sykes* during his Life, and from and after the Deceaſe of the ſaid Sir *Chriſtopher Sykes*, to the Uſe of the ſaid Sir *Mark Maſterman Sykes* then *Mark Sykes*, for his Life; and after the Determination of thoſe Eſtates, to the Uſe of the ſaid *Robert Carlile Broadley* and *John Robinſon Foulis* and their Heirs, during the Lives of the ſaid Sir *Chriſtopher Sykes* and *Mark Sykes* reſpectively, upon Truſt to preſerve the contingent Remainders; and after the Deceaſe of the Survivor of them the ſaid Sir *Chriſtopher Sykes* and *Mark Sykes*, to the Uſe of the firſt and other Sons of the ſaid Sir *Mark Maſterman Sykes* by the ſaid Dame *Henrietta Maſterman Sykes*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male; and in Default of ſuch Iſſue, as to the ſaid Manor and other Hereditaments of and in *Sledmere* aforeſaid, to the Uſe of the right Heirs of the ſaid Sir *Chriſtopher Sykes* for ever; and as to the ſaid Manors and other Hereditaments of or in *Weaverthorpe*, *Helperthorpe*, *Middleton*, *Lockington*, and *Kilnwick* aforeſaid, and as to the ſaid other Hereditaments, to the Uſe of all and every the Daughter and Daughters of the ſaid Sir *Mark Maſterman Sykes* by the ſaid Dame *Henrietta* his Wife, to be divided between or among them if more than One, in equal Shares as Tenants in common in Tail, with Croſs Remainders between or among them in Tail, and if all the ſaid Daughters ſave One ſhould die without Iſſue, or there ſhould be but One ſuch Daughter, to the Uſe of that One or only Daughter in Tail, and for Default of ſuch Iſſue, to the Uſe of the ſaid Sir *Chriſtopher Sykes*, his Heirs and Aſſigns for ever; and in the ſaid Indenture of Releaſe, Appointment, and Settlement now in Recital is contained a Proviſo or Declaration (amongſt other Things) empowering the ſaid Sir *Chriſtopher Sykes* and the ſaid Sir *Mark Maſterman Sykes* (then *Mark Sykes*), when they ſhould reſpectively be in the actual Poſſeſſion of (amongſt other Hereditaments) the ſaid Lands, Hereditaments, and Premiſes ſituate at *Weaverthorpe*, and *Helperthorpe*, and *Middleton* aforeſaid, as Tenant for Life thereof, at any Time after the Solemnization of the ſaid then intended Marriage, to concur in or conſent to any Diviſion and Incloſure of (amongſt others) the ſaid reſpective Townſhips of *Weaverthorpe*, *Helperthorpe*, and *Middleton*,

Middleton, and for defraying the Expences of obtaining any Act of Parliament for such Division and Inclosure, and incident to the dividing, inclosing, and fencing the said Lands, Hereditaments and Premises within the said respective Townships, to borrow and take up at Interest from any Person upon Mortgage or Security of the said Premises so to be divided and inclosed, any Sum of Money to be by him or them applied or disposed of, for or towards defraying the Expences incident to or attending the Division and Inclosure of the said Lands, Hereditaments, and Premises within the said respective Townships, and for securing the Re-payment of such Monies with Interest, from Time to Time to grant, demise, or lease the same Lands, Hereditaments, and Premises, or a sufficient Part thereof, to the Person so advancing the Money to be borrowed as aforesaid, for any Term or Number of Years without Impeachment of Waste, so as in every such Grant, Demise, or Lease, there should be contained a Proviso for making void the same, on Payment of the Sum of Money so to be advanced and lent with Interest as therein mentioned; or otherwise to charge in Manner as in the said Indenture of Release and Settlement now in Recital is mentioned, all or any Part of the said Hereditaments and Premises so to be divided and inclosed, with such Money yielding Interest as aforesaid, so as the Money to be borrowed and taken up on Mortgage, or to be charged on the said Hereditaments and Premises, did not exceed a Sum equivalent to the Rate of Forty Shillings an Acre of the Grounds which should be divided and inclosed as aforesaid: And whereas the Marriage between the said Sir *Mark Masterman Sykes* (then *Mark Sykes* Esquire) and Dame *Henrietta* (then *Henrietta Masterman* Spinster) was had and solemnized soon after the Execution of the said recited Indentures of Lease and of Appointment and Release of the Tenth and Eleventh Days of *November* One thousand seven hundred and ninety-five: And whereas there is no Issue of the said Marriage: And whereas the said Sir *Christopher Sykes* did in such Manner as is required by Law for the Validity of Devises of Real Estates, duly sign and publish his last Will and Testament in Writing, bearing Date on or about the Tenth Day of *August* in the Year One thousand eight hundred and one; and thereby after reciting (amongst other Things), that he had then lately granted and conveyed to his dear Son *Tatton Sykes*, and his Heirs, by Way of Provision and Advancement in the World, all that his the said Testator's Manor and Estate situate and being at *Brigham* in the County of *York*, and that in making the then present Arrangement of his Family Concerns it was his Wish and Request to his said Son *Tatton Sykes*, that he would relinquish and re-convey the said Manor and Estate at *Brigham* to his the said Testator's Trustees in Manner therein and herein-after mentioned, and in lieu thereof accept the Provisions which the said Testator had made for him by that his Will, he the said Testator did therefore thereby give and devise his Manor of *Ryehill* in *Holderness* in the said County of *York*, and all his Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments situate and being within the several Towns, Townships, Fields, Precincts and Territories of *Ryehill* aforesaid, and of *Owstwick*, *Burton*, *Pidsey*, *Garton* in *Holderneſſe*, *Fitling* and *Hilston*, in the said County of *York*, and Two Closes therein mentioned to be situated at *Roos* in the same County, with their Appurtenances, unto and to the Use of the said *Thomas Williamson*, *Robert Carlile Broadley*, and *Robert Denison* of *Kilnwick* in the said County of *York* Esquire, and their Heirs, upon the Trusts and for the Purposes therein-after declared concerning the same, and in Part herein-after mentioned; and the

said Testator did thereby authorize his said Trustees to make and deliver to his said Son *Tatton Sykes*, within Two Months after his Decease, a Proposal in Writing signed by the said Trustees or Trustee, to convey and assure the said last-mentioned Manor and Premises, to and for the Benefit of the said *Tatton Sykes* upon the Trusts and for the Purposes therein and herein-after expressed concerning the same, on Condition that he the said *Tatton Sykes* would convey and assure the said Manor and Estate at *Brigham*, pursuant to his the said Testator's Request, unto the said Trustees, their Heirs and Assigns, upon the Trusts and for the Purposes therein contained; and in case the said Testator's said Son *Tatton Sykes* should signify by Writing under his Hand to the said Trustees or Trustee for the Time being, his Acceptance of such Proposal, and if the said *Tatton Sykes* should and did within Two Calendar Months next after such Proposal as aforesaid, convey and assure the said Manor and Estate at *Brigham* to the said Trustees, or the Survivors or Survivor of them, their and his Heirs, upon and for the Trusts therein specified, then the said Testator did thereby declare and direct that the said *Thomas Williamson*, *Robert Carlile Broadley*, and *Robert Denison*, or the Survivors or Survivor of them, or his Heirs, should thereupon and in Consideration thereof convey and assure all that the said Manor of *Ryehill*, and the said Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments at *Ryehill*, *Oustwick*, *Burton*, *Pidsey*, *Garton*, *Fitling*, *Hilston*, and *Roos*, therein-before devised to them, with their and every of their Appurtenances, to the Use of his the said Testator's said Son *Tatton Sykes* and his Assigns, for the Term of his natural Life, and from and after his the said *Tatton Sykes'* Decease, then to and for the several other Uses, Limitations, Intents and Purposes, and under and subject to the several Powers, Provisoes, Agreements, Conditions and Restrictions therein expressed and declared concerning the same; and in the same Will is contained a Proviso, that in case the said *Tatton Sykes* should and did signify his Acceptance of such Proposal from the said Trustees in Manner and within the Time aforesaid, then the said Testator directed that the said Manor and Estate at *Brigham* should be conveyed, assured and settled to and for the several Uses, upon the Trusts and for the Intents and Purposes, and under and subject to the several Powers, Provisoes, Limitations, Agreements, Conditions, and Restrictions therein-after expressed, limited, and declared of and concerning the several Manors, Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments by him the said Testator therein-after devised or limited in strict Settlement, or to such of them as should then be existing or capable of taking Effect, or as near thereto as the Deaths of Persons or other Circumstances and the Rules of Law or Equity would permit the same; and the said Testator Sir *Christopher Sykes*, after giving and bequeathing certain Legacies and specific Parts of his Personal Estate, and certain other Parts of his Real Estates therein particularly mentioned to the several Persons therein named, directed that the Arrears of Rents due from his said several Real Estates at the Time of his Decease, and also all the Rest and Residue of his Personal Estate not therein otherwise disposed of, should be paid and applied as far as the same would extend, in or towards the Discharge of his the Testator's Funeral Expences, and the Expences of proving and registering that his said Will, and all his just Debts which should be due and owing by him at the Time of his Death, and also all the pecuniary Legacies by him bequeathed or to be bequeathed in and by his said Will, or any Codicil to be thereto annexed; and if after such Payment made

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as aforesaid there should remain any Surplus of his said Residuary Personal Estate, he gave and bequeathed such Surplus unto his said Son *Mark Masterman Sykes*; and in case his said Residuary Personal Estate therein-before directed to be so applied should be insufficient for the Purposes aforesaid, then and in such Case he the said Testator gave and devised all his Freehold Messuage or Dwelling House, with the Stables and other Out-buildings, Yard, Garden, and Appurtenances thereto belonging, situate and being at *Hull*, then in the Tenure or Occupation of the said *Robert Carlile Broadley*, and his the said Testator's said Son *Tatton Sykes*, and the Staiths at *Hull* aforesaid, which belonged to the said Testator, subject to the Life Estate therein of his Uncle *Joseph Sykes* Esquire, (and which hath since determined by his Death,) with the Appurtenances thereto belonging, and also all his the said Testator's Freehold and Copyhold Messuages, Cottages, Farms, Lands, Tenements, Tythes, and Hereditaments situate and being at *Molscroft* otherwise *Moscroft*, (such Copyhold Hereditaments having been by him surrendered to the Use of that his Will), also all his Freehold Messuages, Lands, Tenements, and Hereditaments situate and being at *Fosham* in the said County of *York*, and all his Messuages, Farms, Lands, Tenements, and Hereditaments, situate and being at *Newton* and *Leasham* otherwise *Levisham* in the North Riding of the said County of *York*, as well Freehold as Leasehold, (which Leasehold he held for the Remainder of some long Term of Years), with their and every of their Appurtenances, unto the said *Thomas Williamson*, *Robert Carlile Broadley* and *Robert Denison*, their Heirs, Executors, Administrators and Assigns, according to the different Natures and Tenures of the same Estates respectively, upon Trust, that they or the Survivors or Survivor of them, or the Heirs, Executors, Administrators or Assigns of such Survivor, should and did as soon after his the Testator's Decease as they or he should or might think necessary and proper, sell, dispose of, and absolutely convey, assign, and assure the whole or so much and such Part or Parts of the same several Estates or Hereditaments last mentioned, as they or he should in their or his Discretion think necessary, either together or in Parcels by public Sale as to them should seem meet, for the best Price or Prices which could be reasonably had or gotten for the same; and in the mean Time and until such Sale or Sales, should and did receive and take the Rents, Issues, and Profits of the same Estates and Hereditaments, and by and with the Monies to arise from such Sale or Sales and the Rents and Profits thereof in the mean Time, pay and discharge all Costs and Charges incident to such Sale or Sales, and the making out and perfecting the Titles thereto, and in the next Place pay and discharge thereout all such and so many of his the said Testator's just Debts, and the several Legacies and Sums of Money aforesaid, as his Personal Estate therein-before directed to be applied for that Purpose should be insufficient to raise and satisfy; in which said Will is contained a Proviso purporting, that if any Part of the said several Estates before devised and directed to be sold should remain, (as being in the Judgment of his said Trustees unnecessary to be sold for answering the Purposes aforesaid), then and in such Case he did direct that all such Part or Parts of the said several Estates and Hereditaments as should so remain unsold, should go, be and enure to and to the Use of his said Son *Mark Masterman Sykes*, his Heirs, Executors, Administrators, and Assigns, according to the different Natures and Tenures thereof respectively, and the said Testator thereby directed that the Receipt of the said Trustees

for the Purchaſe Money ſhould be an effectual Diſcharge to the Purchaſers of his ſame Eſtates; and the ſaid Teſtator thereby gave and deviſed his Manor or Lordſhip of *Garton* on the *Wolds* in the ſaid County of *York*, and all his Freehold Meſſuages, Lands, Tenements, and Hereditaments ſituate and being at *Garton* on the *Wolds*, with the Rights, Members, and Appurtenances unto the ſaid *Thomas Williamſon*, *Robert Carlile Broadley* and *Robert Deniſon*, their Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of Two hundred Years, to commence from the Day of his the ſaid Teſtator's Deceaſe; upon the Truſts nevertheleſs and under and ſubject to the Proviſoes, Agreements, Conditions, and Reſtrictions thereinafter contained, expreſſed, or declared concerning the ſame Term; and he thereby gave and deviſed all thoſe his Freehold Manors or Lordſhips of *Wansford*, *Garton* on the *Wolds*, *Kilham*, *Eaſt Heſlerton*, *Fimber* and *Wetwang*, in the ſaid County of *York*, (except his Leaſehold Manor of *Wetwang* held by Leaſe for Three Lives under the Prebendary of the Prebend of *Wetwang* thereinafter deviſed), and all and every his Freehold Meſſuages, Farms, Lands, Tenements, Tithes, and Hereditaments whatſoever ſituate and being within the ſeveral Towns, Townſhips, Pariſhes, Precincts, and Territories of *Wansford* aforeſaid, and *Nafferton*, all in the ſaid County of *York*, *Fimber* and *Garton* on the *Wolds* aforeſaid, *Hutton*, *Hutton Cranſwick* and *Rotſea*, *Kilham* and *Eaſt Heſlerton* aforeſaid, *Weſt Heſlerton*, *Sherburn*, *Snainton*, *North Dalton*, *Tibthorpe* *Kirkburn*, *Battelburn*, and *Southburn*, all in the ſaid County of *York* and within *Wetwang* aforeſaid, all which ſaid Manors, Meſſuages, Farms, Lands, Tenements, Tythes, and Hereditaments, he the ſaid Teſtator was ſeiſed of or entitled to in Fee Simple, (except amongſt other Hereditaments the Prebendal Manor and Hereditaments of and at *Wetwang*), and alſo all his Copyhold Hereditaments, and Premiſes ſituate and being within and held as Parcel of the Manor of the Prebend of *Wetwang* aforeſaid, which ſaid Copyhold Hereditaments had been or were intended to be ſurrendered to the Uſe of that his Will; and all and every other his the ſaid Teſtator's Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Real Eſtate whatſoever and whereſoever, as well Freehold as Copyhold, whereof he was, or any other Perſon or Perſons in Truſt for him was or were ſeiſed in Poſſeſſion or in Uſe (except as aforeſaid, and alſo except ſuch Eſtates as were therein and thereby otherwiſe deviſed or diſpoſed of) unto the ſaid *Thomas Williamſon*, *Robert Carlile Broadley* and *Robert Deniſon*, their Executors, Adminiſtrators, and Aſſigns, for and during and unto the full End and Term of Ninety-nine Years, to commence from the Day of his Deceaſe, upon the Truſts, and for the Intents and Purpoſes and under and ſubject to the Proviſoes, Agreements, Conditions and Reſtrictions thereinafter expreſſed and declared concerning the ſaid Term, and as for and concerning as well all the ſame Manors, Meſſuages, Farms, Lands, Tenements, Tythes, Hereditaments, and Premiſes compriſed (amongſt others) in the ſaid Term of Ninety-nine Years, as alſo the ſaid Freehold Manor and Eſtate of and at *Garton* on the *Wolds* aforeſaid, compriſed in the ſaid Term of Two hundred Years before limited, from and after the End, Expiration, or other ſooner Determination of the ſaid ſeveral Terms of Ninety-nine Years and Two hundred Years reſpectively; and in the mean Time, ſubject thereto, he gave and deviſed the ſame, with their and every of their Rights, Members, and Appurtenances unto and to the Uſe of his ſaid Son the ſaid Sir *Mark Maſterman Sykes* (then *Mark Maſterman Sykes*), and his Aſſigns for his Life, without Impeachment of Waſte (ſave

Deviſe of Eſtate at Garton on the Wolds to Truſtees for 200 Years.

Deviſe of general Eſtates to Truſtees for 99 Years.

Deviſe of all the aforeſaid Eſtates, ſubject to the ſaid Terms, to Sir Mark

and except such Waste as should be committed contrary to the Proviso or Restriction therein-after expressed and declared); with Remainder to the Use of the said *Thomas Williamson*, *Robert Carlile Broadley* and *Robert Denison*, and their Heirs, during the Life of his said Son *Mark Masterman Sykes*, in Trust to preserve the contingent Remainders thereinafter limited from being defeated, with the usual Powers and Remedies for that Purpose; with Remainder to the Use of the First and every other Son of the said Sir *Mark Masterman Sykes* by his said present Wife, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of the First and every other Son of the said Sir *Mark Masterman Sykes* by any after-taken Wife, severally and successively, according to their respective Seniorities in Tail Male, and for Default of such Issue, to the Use of his the said Testator's said Son *Tatton Sykes* and his Assigns for his Life, without Impeachment of Waste (except as aforesaid); and in case of the Determination of that Estate in his Lifetime to the Use of the said Trustees and their Heirs during the Life of the said *Tatton Sykes*, in Trust to preserve the contingent Remainders; and after the Decease of the said *Tatton Sykes*, to the Use of the First and every other Son of the said *Tatton Sykes*, severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of the said Testator's Son *Christopher Sykes* and his Assigns for his Life, without Impeachment of Waste (except as aforesaid); and in case of the Determination of that Estate in his Lifetime, to the Use of the said Trustees and their Heirs during the Life of the said *Christopher Sykes*, in Trust to preserve the contingent Remainders; and after the Decease of the said *Christopher Sykes*, to the Use of the First and every other Son of the said *Christopher Sykes*, severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of the said Testator's Daughter *Decima Hester Beatrix Foulis* (the Wife of *John Robinson Foulis* Esquire), and her Assigns for her Life, without Impeachment of Waste (except as aforesaid); and in case of the Determination of that Estate in her Lifetime, to the Use of the said Trustees and their Heirs during the Life of the said *Decima Hester Beatrix Foulis*, in Trust to preserve contingent Remainders; and after the Decease of the said *Decima Hester Beatrix Foulis*, to the Use of the said Testator's Grandson *John Robinson Foulis* (Son of the said *Decima Hester Beatrix Foulis* by the said *John Robinson Foulis*) and his Assigns for his Life, without Impeachment of Waste (except as aforesaid); and in case of the Determination of that Estate in his Lifetime, to the Use of the said Trustees and their Heirs during the Life of the said Testator's said Grandson, in Trust to preserve contingent Remainders; with Remainder to the Use of the first and every other Son of the said *John Robinson Foulis* the Grandson, severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of the Second, Third, and every other Son of the said *Decima Hester Beatrix Foulis*, severally and successively, according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of the said Testator's Daughter *Elizabeth Sykes* and her Assigns for her Life, without Impeachment of Waste (except as aforesaid); and after the Determination of that Estate in her Lifetime, to the Use of the said Trustees and their Heirs, in Trust to preserve the contingent Remainders; and after the Decease of the said *Elizabeth Sykes* to the Use of the First and every other Son of the said *Elizabeth Sykes*, severally and successively, according to their respective Seniorities, in Tail Male; and for Default of such Issue, to the Use of the First and every other Daughter of the said Sir *Mark*

Masterman Sykes for Life, with divers Limitations over in strict Settlement.

Mark Maſterman Sykes (then *Mark Maſterman Sykes*), by his ſaid then preſent Wife, ſeverally and ſucceſſively according to their reſpective Seniorities in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the firſt and every other Daughter of the ſaid Sir *Mark Maſterman Sykes*, by any after-taken Wife, 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 ſaid *Tatton Sykes*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the Firſt and every other Daughter of the ſaid *Chriſtopher Sykes*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid Teſtator's Grand-daughter *Hannah Foulis* (eldeſt Daughter of the ſaid *Decima Heſter Beatrix Foulis*), and her Aſſigns for her Life, without Impeachment of Waſte (except as aforeſaid); and in caſe of the Determination of that Eſtate in her Life-time, to the Uſe of the ſaid Truſtees and their Heirs during the Life of the ſaid Teſtator's ſaid Grand-daughter, in Truſt to preſerve the contingent Remainders, and after her Deceaſe, to the Uſe of the Firſt and every other Son of the ſaid *Hannah Foulis*, ſeverally and ſucceſſively, according to their reſpective Seniorities, in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid Teſtator's Grand-daughter *Elizabeth Foulis* (then the other Daughter of the ſaid *Decima Heſter Beatrix Foulis*), and her Aſſigns for her Life, without Impeachment of Waſte (except as aforeſaid); and in caſe of the Determination of that Eſtate in her Life-time, to the Uſe of the ſaid Truſtees and their Heirs during her Life, in Truſt to preſerve the contingent Remainders; and after her Deceaſe to the Uſe of the Firſt and every other Son of the ſaid *Elizabeth Foulis*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male; Remainder to the Uſe of the Third, Fourth, and every other Daughter of the ſaid *Decima Heſter Beatrix Foulis*, 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 ſaid *Elizabeth Sykes*, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male; with Remainder to the Uſe of the Firſt and every other Son of the ſaid *John Robinſon Foulis* the Grandſon, 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 ſaid *Hannah Foulis* ſeverally and ſucceſſively according to their reſpective Seniorities in Tail Male; and for Default of ſuch Iſſue to the Uſe of the Firſt and every other Daughter of the ſaid *Elizabeth Foulis* the Grand-daughter, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue to the Uſe of the ſaid Teſtator's own right Heirs for ever: And after reciting or taking Notice that in and by his Marriage Settlement, all that the Manor or Lordſhip of *Kirkburn cum Battleburn* in the ſaid County of *York*, and certain Freehold Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſituate and being within the ſeveral Towns, Townſhips, Fields, Precincts, or Territories of *Kirkburn cum Battleburn* aforeſaid, *Southburn* and *Langtoft* in the ſaid County of *York*, (amongſt other Hereditaments therein mentioned), then were and ſtood limited to the Uſe of Him the ſaid Teſtator for his Life, with Remainder to the Truſtees named in ſuch Settlement, in Truſt to preſerve the contingent Remainders; with Remainder to the Uſe of ſuch one or more Child or Children of him the ſaid Teſtator, by his then dear Wife (Dame *Elizabeth*

Recital of Sir C. Sykes's Settlement of Oct. 18, 1770.

Elizabeth Sykes) for such Estate and Estates, and in such Parts, Shares, and Proportions, and with, under, and subject to such Powers, Provisoes, Limitations, Conditions, and Restrictions, and in such Manner, as he the said Testator by his last Will and Testament in Writing, or any Writing purporting to be his last Will and Testament to be by him duly signed, published, and executed in the Presence of Three credible Witnesses, should direct, limit, or appoint, and in Default of such Appointment, to certain Uses in the said Testator's Marriage Settlement expressed and contained of or concerning the same, he the said Testator in and by his said Will, did in pursuance of the Power to him reserved and given in and by his said Settlement, direct, limit, and appoint that all the said Manor, Messuages, Lands, Tenements, and Hereditaments comprized in, and which were in and by the said Settlement limited in Use to his Appointment as aforesaid, with their and every of their Rights, Members and Appurtenances, should go, be, and enure unto the said *Thomas Williamson*, *Robert Carlile Broadley*, and *Robert Denison*, their Executors, Administrators, and Assigns, for and during the like Term of Ninety-nine Years, therein-before limited of and in his other Estates therein-before devised to them, upon the Trusts, and for the Intents and Purposes, and under and subject to the Provisoes, Conditions, and Restrictions therein-after expressed and declared concerning the same Term; and from and after the Expiration or other sooner Determination of the said Term of Ninety-nine Years, to the Use of the said Sir *Mark Masterman Sykes*, then (*Mark Masterman Sykes*) and his Assigns for his Life, without Impeachment of Waste (except as aforesaid); and in case of the Determination of that Estate in his Life-time, to the Use of the said Trustees and their Heirs during the Life of the said Sir *Mark Masterman Sykes*, in Trust to preserve the contingent Remainders; and after his Decease, to the Use of his first and other Sons, with Remainder to the same several other Persons, and in the like Order of Succession, and for the like Estates, Uses, Limitations, Intents, and Purposes, and under and subject to the several Trusts, Powers, Provisoes, and Conditions as the several Manors and Estates whereof he the said Testator was seized in Fee Simple as therein-before mentioned, are therein-before devised and limited in strict Settlement, or as near thereto as the Deaths of Persons or other Contingencies, and the Rules of Law or Equity would permit the same: And after reciting or taking Notice in the same Will, that the said Sir *Christopher Sykes* by virtue of the Settlement made previous to the Marriage of the said Sir *Mark Masterman Sykes*, was seized of or entitled to the Reversion or Remainder of and in the Manor and Estate situate and being at *Sledmere* aforesaid therein-mentioned, expectant on the Decease of his said Son *Mark Masterman Sykes*, and Failure of Issue Male of his Body on the Body of his then present Wife to be begotten, and also, to the Reversion or Remainder of and in the several Manors or Lordships of *Bishop Wilton*, *Thixendale*, *Weaverthorpe*, *Helperthorpe*, and *Hilderthorpe*, and of and in the several Messuages, Farms, Lands, Tenements, Advowsons, Rents, and Hereditaments situate and being at *Bishop Wilton*, *Thixendale*, *Weaverthorpe*, *Helperthorpe*, *Hilderthorp*, *Middleton*, *Lockington*, and *Kilnwick*, *Eddelthorp*, *Kennythorp*, and *Thornythorp* therein particularly mentioned, expectant on the Decease of his the said Testator's Son *Mark Masterman Sykes*, and Failure of Issue of him by his said present Wife as therein expressed, as or to the Effect herein-before recited or set forth, he the said Testator did in and by his said Will, declare it to be his Will, Intent,

and Meaning, that in caſe his ſaid Son *Mark Maſterman Sykes* ſhould happen to die without Iſſue Male of his Body on the Body of his ſaid preſent Wife begotten, ſo far as related to the ſaid Manor and Eſtate at *Sledmere* aforeſaid, and without Iſſue of him by his ſaid preſent Wife, ſo far as related to the ſaid ſeveral other Manors, Meſſuages, Lands, Tenements, and Hereditaments therein laſt above mentioned, then and in ſuch of the ſaid Caſes, as ſhould reſpectively happen, the ſaid Manor and Eſtate at *Sledmere* aforeſaid, and the ſaid ſeveral other Manors, Meſſuages, Lands, Tenements, and Hereditaments therein laſt above-mentioned, ſhould be thereby deviſed and ſettled to and for the ſeveral Uſes, upon the Truſts, and for the Intents and Purpoſes therein-after expreſſed and declared, ſubject nevertheleſs to the ſeveral Powers, Proviſoes, Declarations, Agreements, and Charges contained in the ſaid Marriage Settlement, to his ſaid Son *Mark Maſterman Sykes*, and affecting the ſaid Manors, Hereditaments, and Premiſes, or any Part thereof; and in order to carry into Effect his the ſaid Teſtator's Intention, he thereby gave and deviſed all his ſaid Reverſion and Reverſions, Remainder and Remainders, and all his Eſtate, Right, Title, and Intereſt whatſoever, of and in the ſaid Manor and Eſtate at *Sledmere* aforeſaid, expectant on the Deceaſe of his ſaid Son *Mark Maſterman Sykes* without Iſſue Male of his Body on the Body of his ſaid preſent Wife begotten, and of and in (amongſt certain other Manors and Hereditaments therein mentioned) the ſaid Meſſuages, Farms, Lands, Tenements, Rents, and Hereditaments ſituate at *Weaverthorpe*, *Helperthorpe*, *Middleton*, *Lockington*, and *Kilnwick* aforeſaid, expectant on the Deceaſe of his ſaid Son without Iſſue of him by his ſaid then preſent Wife as aforeſaid, unto and to the Uſe of the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, and their Heirs, for and during the Life of his the ſaid Teſtator's ſaid Son Sir *Mark Maſterman Sykes* (then *Mark Maſterman Sykes*), in Truſt as aforeſaid to preſerve the contingent Remainders; with Remainder in caſe the ſaid *Mark Maſterman Sykes* ſhould die without leaving Iſſue Male of his Body on the Body of his ſaid Wife begotten, as to and concerning the ſaid Manor and Eſtate at *Sledmere* aforeſaid, and without leaving Iſſue of him by his ſaid Wife as to and concerning (amongſt other Hereditaments) the ſaid Meſſuages, Lands, Tenements, and Hereditaments laſt above mentioned, including the ſaid Hereditaments at *Weaverthorpe*, *Helperthorpe*, *Middleton*, *Lockington*, and *Kilnwick*, and ſubject as aforeſaid to the Uſe of the Firſt and every other Son of the ſaid Sir *Mark Maſterman Sykes* by any after taken Wife, ſeverally and ſucceſſively according to their reſpective Seniorities in Tail Male, and for Default of ſuch Iſſue to the Uſe of his the ſaid Teſtator's ſaid Son *Tatton Sykes* and his Aſſigns for his Life, without Impeachment of Waſte (except as aforeſaid) with Remainders over to the ſame ſeveral Perſons, and in the like Order of Succeſſion, and for the like Eſtates, Uſes, Limitations, Intents and Purpoſes, and under and ſubject to the ſeveral Truſts, Powers, Proviſoes and Conditions as the ſeveral Manors and Eſtates, whereof he the ſaid Teſtator was then ſeiſed in Fee Simple, were therein-before deviſed and limited in ſtrict Settlement, or as near thereto as the Deaths of Parties and other Contingencies, and the Rules of Law or Equity would permit the ſame: And it was in and by the ſaid Teſtator's ſaid Will declared, that the ſaid Term of Two hundred Years of and in his ſaid Freehold Manor and Eſtate of and at *Garton* on the *Wolds* aforeſaid, therein-before deviſed to the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, their

their Executors, Adminiſtrators and Aſſigns, was ſo deviſed or limited to them upon Truſt, after his Deceaſe, by and out of the Rents and Profits of the ſame Freehold Manor and Eſtate, to raiſe and levy the Sum of One thouſand Pounds at the leaſt yearly, and apply the ſame in keeping and maintaining in good Order and Condition, and improving the aforeſaid Manſion Houſe and Buildings at *Sledmere* aforeſaid, and the Gardens, Pleaſure Grounds, Plantations, Woods, Hedges, and Fences, and in incloſing, ſubdividing, and improving the Lands and Grounds in *Sledmere* aforeſaid, and in building of Farm Houſes and Cottages, and other convenient Out-buildings thereon, or on any of them or on any Part thereof, or in finiſhing any ornamental Buildings which might have been begun at *Sledmere* aforeſaid, and left unfiniſhed at his Deceaſe, and upon further Truſt, by and out of the Rents and Profits of the ſame Freehold Manor and Eſtate at *Garton* on the *Wolds* aforeſaid, raiſe and levy one Annuity or Sum of Six hundred and fifty Pounds, and pay the ſame to his the Teſtator's ſaid Wife Dame *Elizabeth Sykes* for her Life, at the Times and in Manner and upon the Conditions therein mentioned, (which Annuity hath ſince determined by the Death of her the ſaid Dame *Elizabeth Sykes*), and upon Truſt to permit and ſuffer the Reſidue of the Rents and Profits of the ſame Manor and Eſtate to be received by the Perſon or Perſons for the Time being ſeiſed of or entitled to the ſame Manor and Eſtate by virtue of the aforeſaid Limitations thereof, ſubſequent and ſubject to the ſaid Term; and the ſaid Teſtator's Will and Mind was, that if the Perſon or Perſons for the Time being ſeiſed in Poſſeſſion of or entitled to the ſaid Manor and Eſtate (ſubject to the ſaid Term), ſhould from Time to Time as Occaſion ſhould require, yearly and every Year during the Time he, ſhe, or they ſhould be, continue or remain in Poſſeſſion thereof, by virtue of the Limitations aforeſaid, lay out and apply the annual Sum of One thouſand Pounds at the leaſt in or about his ſaid Manſion Houſe and Eſtate at *Sledmere* in Manner as aforeſaid, and ſhould (by an Account ſtated in Writing to the Truſtees of the ſaid Term for the Time being, within Ten Days next after the Twenty-ſecond Day of *November* annually, and to be ſigned and allowed by them) make it appear to their Satisfaction that ſuch Sum had been ſo laid out therein, and alſo ſhould during the Life of the ſaid Teſtator's ſaid Wife pay the ſaid Annuity of Six hundred and fifty Pounds as therein mentioned, then and in ſuch Caſe the ſaid Truſtees ſhould not intermeddle with ſuch Rents and Profits; and he did thereby further direct, that until Neglect or Default ſhould be made therein by the Perſon or Perſons ſo ſeiſed of or intitled to the ſaid Manor and Eſtates (ſubject to the ſaid Term), the whole of the Rents and Profits thereof ſhould from Time to Time be had, received, and taken by the Perſon or Perſons for the Time being ſo ſeiſed of or intitled thereto, ſubject to the ſaid Term by virtue of and according to the Limitations aforeſaid; and it was in and by the ſaid Will declared, that the ſaid Term of Ninety-nine Years of and in his ſaid Manors, Meſſuages, Farms, Lands, Tenements, Tythes, and Hereditaments therein-before deviſed, directed, and appointed to the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, their Executors, Adminiſtrators and Aſſigns, was ſo deviſed, directed and appointed to them upon Truſt, out of the Rents and Profits of all the ſame Manors, Meſſuages, Farms, Lands, Tenements, Tythes, and Hereditaments compriſed in the ſaid Term of Ninety-nine Years or any Part thereof, to receive and take yearly and every Year from the Time of his the ſaid Teſtator's Deceaſe, (without waiting

waiting the Event of any Sale or Sales of the Eſtates before directed to be ſold or any Part thereof), any Sum or Sums of Money not exceeding Five thouſand Pounds, nor leſs than Four thouſand Pounds, *per Annum*; and to pay and apply the ſame along with and in Aid of his ſaid Perſonal Eſtate, and the Rents and Profits of his ſaid Real Eſtate, up to the Time of his Deceaſe; and the Monies to ariſe from Sale of the ſeveral ſpecific Eſtates therein-before directed to be ſold or any Part thereof (ſhould ſuch Sale be found neceſſary), until the whole of his Debts, and the ſeveral Legacies and other Sums of Money therein-before mentioned, with Intereſt for ſuch Sums as were directed to carry Intereſt by that his Will were fully paid and ſatisfied; and upon further Truſt, to permit and ſuffer all the Reſidue and Remainder of the Rents and Profits of the ſame ſeveral Manors, Meſſuages, Farms, Lands, Tenements, Tythes, and Hereditaments to be received and taken by the Perſon or Perſons for the Time being ſeiſed in Poſſeſſion of or entitled thereto according to the aforeſaid ſeveral Limitations, ſubſequent to the ſaid Term; and the ſaid Teſtator did thereby further direct, that if the Perſon or Perſons for the Time being ſeiſed of or intitled to the ſaid Manors and Eſtates by virtue of the Limitations aforeſaid, ſhould apply ſuch annual Sum for the Purpoſes aforeſaid, then and in ſuch Caſe the ſaid Truſtees ſhould not intermeddle with ſuch Rents and Profits; and from and after full Payment and Satisfaction of his the ſaid Teſtator's juſt Debts, and the ſeveral Legacies and other Sums of Money by the Ways and Means aforeſaid, the ſaid Term of Ninety-nine Years therein-before limited to the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, ſhould ceaſe, determine, and be utterly void: And whereas the ſaid Sir *Chriſtopher Sykes* ſigned and publiſhed a Codicil to his ſaid Will, which Codicil bears Date the Third Day of *June* One thouſand ſeven hundred and ninety-nine, and thereby gave ſome pecuniary Legacies: And whereas the ſaid Teſtator Sir *Chriſtopher Sykes* departed this Life on the Seventeenth Day of *September* One thouſand eight hundred and one, without revoking or altering any of the Deviſes or Limitations in his ſaid Will contained, and ſoon after his Deceaſe his ſaid Will and Codicil were duly proved in the Prerogative Court of the Archbiſhop of *York*: And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively the Firſt and Second Days of *December* in the Year One thouſand eight hundred and one, and made or expreſſed to be made between the ſaid *Tatton Sykes* of the one Part, and the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, of the other Part, after reciting the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes* and his Death as aforeſaid, and reciting that the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, did in purſuance of the Authority and Direction given to them by virtue of the ſaid recited Will, on the Fourteenth Day of *October* then laſt paſt (being within Two Calendar Months next after the ſaid Teſtator's Deceaſe) make and deliver to the ſaid *Tatton Sykes* a Propoſal in Writing ſigned by them, therein expreſſing that they were willing and ready to convey and aſſure, as directed by the ſaid Will, the ſaid Manor of *Ryehill*, and the ſaid Meſſuages, Cottages, Farms, Lands, Tenements, and Hereditaments at *Ryehill*, *Ouſtwick*, *Burton*, *Pidſey*, *Garton in Holderneſs*, *Fitling*, *Hilſton*, and *Rooſs* aforeſaid, which were thereby deviſed to them as therein expreſſed, with their Rights, Members, and Appurtenances, to and for the ſeveral Uſes, Limitations, Intents, and Purpoſes, and under and ſubject to the ſeveral Proviſoes, Conditions, Reſtrictions, and Agreements in the ſaid Will directed and expreſſed, in Conſideration and upon Condition that he

the ſaid *Tatton Sykes* did within the Time, and as in the ſaid Will expreſſed, ſignify his Acceptance of ſuch Propoſal, and ſhould convey and aſſure the ſaid Manor and Eſtate at *Brigham* therein mentioned to them as therein required and directed, which he the ſaid *Tatton Sykes* did thereby acknowledge and declare; and reciting, that the ſaid *Tatton Sykes* did ſoon after ſuch Propoſal was made and delivered to him by the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon* as aforeſaid, ſignify and declare on the Tenth Day of *November* then laſt to them in Writing under his Hand, his Acceptance of ſuch Propoſal (which they did thereby acknowledge and declare), and in Compliance with his ſaid Father's Wiſh and Requeſt, did conſent and agree to relinquiſh and reconvey the ſaid Manor and Eſtate at *Brigham* to the ſaid Truſtees, in the Manner and for the Purpoſes in the ſaid Will mentioned, and in lieu thereof to accept the Proviſions which the ſaid Teſtator had made for him by his ſaid Will, whereupon and in conſequence and Conſideration thereof, the ſaid Manor of *Ryehill*, and the ſaid Meſſuages, Cottages, Farms, Lands, Tenements and Hereditaments at *Ryehill*, *Ouſtwick*, *Burton*, *Pidſey*, *Garton* in *Holderneſs*, *Fitling*, *Hilſton* and *Rooſs* aforeſaid, deviſed to the ſaid Teſtator's Truſtees, with their Appurtenances, were or were intended to be granted, conveyed and aſſured in and by certain Indentures of Leaſe and Releaſe then prepared and intended to bear Date, the Leaſe the Day next before the Day of the Date of the Releaſe, and the Releaſe to bear even Date with the Indenture now in Recital (being within Two Calendar Months next after ſuch Propoſal was made and delivered to him as aforeſaid), and both made between the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon* of the One Part, and the ſaid *Tatton Sykes* of the other Part, to and for the Uſes, upon the Truſts, and for the Intents and Purpoſes, and under and ſubject to the Powers, Proviſoes, and Agreements in the ſame Indenture of Releaſe limited, expreſſed, declared, or referred to concerning the ſame, and in purſuance of the Truſts and Directions in the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes* thereof contained, it is by the Indenture now in Recital witneſſed, that in purſuance of the Signification and Declaration ſo delivered by the ſaid *Tatton Sykes* to the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon* as aforeſaid, and for relinquiſhing and reconveying the ſaid Manor and Eſtate at *Brigham* in compliance with the Requeſt in his ſaid Father's Will, and in Conſideration of the ſaid Conveyance ſo made or intended to be made by the ſaid Truſtees, in and by the Indentures of Leaſe and Releaſe above recited or referred to, and alſo in Conſideration of Ten Shillings by the ſaid Truſtees to the ſaid *Tatton Sykes* paid, he the ſaid *Tatton Sykes* did grant, releaſe and confirm unto the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, and to their Heirs and Aſſigns, the ſaid Manor, Meſſuages, Lands, Tenements, Rents, and other Hereditaments of and in *Brigham* aforeſaid, with their Rights, Members, and Appurtenances, to hold the ſame, unto the ſaid *Thomas Williamſon*, *Robert Carlile Broadley*, and *Robert Deniſon*, their Heirs and Aſſigns, to and for the ſeveral Uſes, upon the Truſts, and for the Intents and Purpoſes, and under and ſubject to the ſeveral Powers, Proviſoes, Limitations, Agreements, Conditions, and Reſtrictions, in and by the ſaid Will of the ſaid Sir *Chriſtopher Sykes* expreſſed, limited, and declared, of and concerning the ſaid ſeveral Manors, Meſſuages, Farms, Lands, Tenements, Tythes and Hereditaments by him the ſaid Sir *Chriſtopher Sykes*, in and by ſuch Will after deviſed or limited in ſtrict Settlement, or to ſuch of them as were then exiſting or

capable of taking Effect, or as near thereto as the Deaths of Perſons or other Circumſtances, and the Rules of Law or Equity would permit the ſame: And whereas the ſaid Dame *Elizabeth Sykes* ſurvived the ſaid Sir *Chriſtopher Sykes*, and hath ſince departed this Life: And whereas the ſaid *Tatton Sykes* is unmarried and without Iſſue: And whereas the ſaid *Chriſtopher Sykes*, on or about the Fourteenth Day of *May* in the Year of our Lord One thouſand ſeven hundred and ninety-nine, intermarried with *Lucy Dorothea Langford*, and hath Iſſue by her only Two Daughters, *videlicet*: *Lucy Elizabeth Sykes*, and *Penelope Beatrix Sykes*, both of whom are Infants under the Age of Twenty-one Years: And whereas the ſaid *Decima Heſter Beatrix Foulis*, on or about the Sixteenth Day of *November* in the Year of our Lord One thouſand ſeven hundred and ninety-five, intermarried with *John Robinſon Foulis*, and hath Iſſue by her ſaid Huſband only Six Children, *videlicet*: Two Sons, namely, *John Robinſon Foulis* and *Mark Foulis*, and Four Daughters, namely, the ſaid *Hannah Foulis* and *Elizabeth Foulis*, and *Decima Heſter Beatrix Foulis*, and *Lucy Dorothy Foulis*; and all the ſaid Children of the ſaid *Decima Heſter Beatrix Foulis* are Infants under the Age of Twenty-one Years: And whereas the ſaid *Elizabeth Sykes*, the Daughter of the ſaid Teſtator, ſince his Deceaſe, intermarried with and is now the Wife of *Wilbraham Egerton* Eſquire, and hath Iſſue by him only Three Children, namely, *William Tatton Egerton*, *Wilbraham Egerton*, and *Thomas Egerton*; and all of them the ſaid *William Tatton Egerton*, *Wilbraham Egerton*, and *Thomas Egerton*, are Infants under the Age of Twenty-one Years: And whereas the ſaid *Thomas Williamſon*, One of the Deviſees in Truſt under the Will of the ſaid Sir *Chriſtopher Sykes* hath lately departed this Life: And whereas an Act was paſſed in the Forty-firſt Year of the Reign of His preſent Majeſty, intituled *An Act for conſolidating in one Act, certain Proviſions uſually inſerted in Acts of Incloſure, and for facilitating the Mode of proving the ſeveral Facts uſually required on the paſſing of ſuch Acts*: And whereas another Act was paſſed in the Forty-third Year of the Reign of His ſaid preſent Majeſty, intituled *An Act for enclоſing certain Lands within the ſeveral Townſhips of* Wetwang *and* Fimber, *in the Pariſh of* Wetwang, *in the Eaſt Riding of the County of* York: And whereas the ſaid Sir *Mark Maſterman Sykes*, as Tenant for Life of Lands, Tenements, and Hereditaments within the ſaid reſpective Townſhips of *Wetwang* and *Fimber* aforeſaid, (being Part of the Eſtates comprized in and deviſed and limited by the ſaid recited Will of the ſaid Teſtator Sir *Chriſtopher Sykes* in ſtrict Settlement as aforeſaid) advanced, laid out and expended, for his Part and Share of the Expences incurred in the laſt herein-before recited Act, ſo far as related to certain Allotments and exchanged Lands in the ſeveral Townſhips of *Wetwang* and *Fimber* aforeſaid, awarded to and in Truſt for him the ſaid Sir *Mark Maſterman Sykes*, under or by virtue of the ſaid Act, which are of the Nature of Freehold of Inheritance, and Copyhold, and in ſubdividing, fencing, and incloſing the ſame Lands and Grounds, the Sum of Eight thouſand five hundred and ſeven Pounds: And whereas the Commiſſioners appointed in and by the laſt recited Act, by Force and Virtue and in Execution of the Power or Authority given to or veſted in them by the ſaid recited Acts of the Forty-firſt and Forty-third Years of the Reign of His ſaid preſent Majeſty, did by a certain Indenture of Demiſe, bearing Date on or about the Tenth Day of *October* One thouſand eight hundred and ſeven, ſecure by Way of Mortgage of the ſaid Allotments and exchanged Lands, allotted to and in Truſt for the ſaid Sir *Mark Maſterman Sykes* as aforeſaid, and therein particularly

particularly described, the Repayment to him the said Sir *Mark Masterman Sykes*; his Executors, Administrators, or Assigns, of the said Sum of Eight thousand five hundred and seven Pounds, in Manner directed by the said recited Act of the Forty-first Year of the Reign of His said Majesty, and as in such Indenture mentioned: And whereas an Act was passed in the Forty-first Year of the Reign of His present Majesty, intituled *An Act for dividing and inclosing the several Open Common Fields, Lands, Pastures, Leys, Commons, and other Waste Lands and Grounds, within the several Townships of* Weaverthorpe *and* Helperthorpe, East Lutton *and* West Lutton, *otherwise* Luttons Ambo, *all in the Parish of* Weaverthorpe, *in the East Riding of the County of* York, *and for making a Compensation in lieu of the Tithes thereof, and also of the Tithes of the ancient Messuages, Cottages, Fronsteads, and inclosed Lands within the same Townships respectively*: And whereas the said Sir *Mark Masterman Sykes* is Tenant for Life in Possession of certain Lands, Tenements, and Hereditaments at *Weaverthorpe* and *Helperthorpe* aforesaid, under the Limitations contained in the said Indenture of the Eleventh Day of *November* One thousand seven hundred and ninety-five, and has laid out and expended the Sum of Three thousand five hundred and forty-three Pounds Ten Shillings, for and towards defraying the Expences of obtaining the last recited Act, and other Expences incident to or attending the dividing, inclosing, fencing, and improving of the several Lands or Parcels of Grounds within the several Townships of *Weaverthorpe* and *Helperthorpe* aforesaid, and allotted to him the said Sir *Mark Masterman Sykes* under the Provisions contained in the lastly herein-before in Part recited Act; and by an Indenture of Demise bearing Date on or about the Fourth Day of *August* One thousand eight hundred and eight, did, in Exercise of the Powers contained in the said recited Indenture of the Eleventh Day of *November* One thousand seven hundred and ninety-five, grant, demise, and lease the said Lands and Grounds so allotted and awarded to him, unto *Robert Bower* Esquire, for a Term of Five hundred Years by way of Mortgage, for securing to him the Re-payment of the Sum of Three thousand five hundred and forty-three Pounds Ten Shillings, (therein expressed to have been by him paid, lent and advanced to the said Sir *Mark Masterman Sykes*), in Manner therein mentioned; but the said Sum of Three thousand five hundred and forty-three Pounds Ten Shillings was afterwards by the said *Robert Bower*, in and by a certain Indenture or Declaration of Trust bearing Date on or about the Twenty-sixth Day of the same Month of *August* One thousand eight hundred and eight, duly executed by the said *Robert Bower*, declared to be the proper Money of the said Sir *Mark Masterman Sykes*: And whereas an Act was passed in the Forty-third Year of the Reign of His said present Majesty, intituled *An Act for allotting and inclosing the Open and Common Fields, and Common Pasture, Common and Waste Lands, within the Township of* Middleton, *in the Parish of* Middleton, *in the East Riding of the County of* York: And whereas the said Sir *Mark Masterman Sykes*, as Tenant for Life, in Possession of the said Lands, Tenements, and Hereditaments at *Middleton* aforesaid, comprized in his said recited Marriage Settlement, advanced, laid out, and expended the Sum of One thousand and nine Pounds Ten Shillings, for and towards defraying the Expences of obtaining the last recited Act, and other Expences incident to or attending the dividing, inclosing, fencing, and improving the several Allotments or Parcels of Ground within the Township of *Middleton* aforesaid, allotted and awarded to him the said Sir *Mark Masterman Sykes* under the Pro-

visions contained in the lastly herein-before recited Act, for or in lieu or respect of the aforesaid Lands, Tenements, and Hereditaments at *Middleton* aforesaid, and he the said Sir *Mark Masterman Sykes*, by virtue and in exercise of the said Power or Authority given to or vested in him, in and by the said herein-before recited Indenture of Release, and Appointment, and Settlement for that Purpose, did by a certain Indenture of Demise bearing Date on or about the Twenty-fourth Day of *September* One thousand eight hundred and eight, grant, demise, and lease the said Lands and Grounds so allotted and awarded to him as last aforesaid unto the said *Robert Bower*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, by way of Mortgage for securing to him and them the Re-payment of the Sum of One thousand and nine Pounds Ten Shillings, (therein expressed to have been by him paid, lent, and advanced to the said Sir *Mark Masterman Sykes*), in Manner therein mentioned; but which said Sum was afterwards by the said *Robert Bower*, in and by a certain Indenture or Declaration of Trust bearing Date on or about the Twenty-ninth Day of the same Month of *September*, duly executed by the said *Robert Bower*, declared to be the proper Money of the said Sir *Mark Masterman Sykes*: And whereas an Act was passed in the Forty-first Year of the Reign of His said present Majesty, intituled *An Act for dividing, allotting, and inclosing the Open Common Fields, Common Pastures, and other Commonable Lands and Grounds, within the Township of* Langtoft, *in the Parish of* Langtoft *upon the* Wolds, *in the East Riding of the County of* York: And whereas the said Sir *Mark Masterman Sykes* is Tenant for Life in Possession of certain Lands, Tenements, and Hereditaments at *Langtoft* aforesaid, under the Limitations contained in the said Will of the said Sir *Christopher Sykes*, and hath laid out and expended the Sum of Seven hundred and eighty-two Pounds, for and towards the Charges and Expences incident to or attending the obtaining and carrying into Execution the said last recited Act, and of inclosing and fencing certain Lands and Grounds in *Langtoft* aforesaid, allotted and awarded to him for or in lieu or in respect of the said Lands, Tenements, and Hereditaments at *Langtoft* aforesaid; and by a certain Indenture of Demise, bearing Date on or about the Twenty-fourth Day of *September* One thousand eight hundred and eight, he the said Sir *Mark Masterman Sykes*, by virtue and in exercise of the Power or Authority given to or vested in him by the said lastly herein-before in Part recited Act for that Purpose, granted, limited, and demised the said Lands and Grounds so allotted and awarded to him as last aforesaid, unto the said *Robert Bower*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, by Way of Mortgage for securing to him and them the Repayment of the Sum of Seven hundred and eighty-two Pounds, (therein expressed to have been by him paid, lent, and advanced to the said Sir *Mark Masterman Sykes*), in Manner therein mentioned, but which said Sum was afterwards by the said *Robert Bower*, in and by a certain other Indenture or Declaration of Trust bearing Date on or about the Twenty-ninth Day of the same Month of *September*, duly executed by the said *Robert Bower*, declared to be the proper Money of the said Sir *Mark Masterman Sykes*: And whereas the said several Sums of Eight thousand five hundred and seven Pounds, Three thousand five hundred and forty-three Pounds Ten Shillings, One thousand and nine Pounds Ten Shillings, and Seven hundred and eighty-two Pounds, advanced, laid out and expended by the said Sir *Mark Masterman Sykes* as herein-before is mentioned, amount together to the Sum of Thirteen thousand eight hundred

dred and forty-two Pounds, and the ſame are ſtill due to the ſaid Sir *Mark Maſterman Sykes*, upon or by virtue of his ſeveral recited Securities: And whereas by another Act paſſed in the Year of Our Lord One thouſand ſeven hundred and ninety-eight, intituled *An Act for draining, preſerving, and improving the Low Grounds and Carrs lying in the ſeveral Pariſhes, Lordſhips, Townſhips, Hamlets, Precincts, and Territories of* Beverley, Saint John of Beverley, Grovehill, Sandholme, Storkhill, Molescroft, Leckonfield, Arram, Scorbrough, Lockington, Ayke, Beſwick, Wilfholme, Kilnwick, Watton, Hutton, Cranſwick, Rotſea, Featherholme, Skerne, Brigham, Fiſholme, Nafferton, Lowthorpe, Harpham, Little Kelk, Foſton, Burton Agnes, Granſmoor, Liſſet, Barmſton, Ulram otherwiſe Owram, Skipſea, Dringhoe, Beeford, North Frodingham, Brandes, Burton, Moortown, Leven, Emmotland, Hempholme, Goodhill Houſe, *and* Struncheon Hill, *all in the Eaſt Riding of the County of* York, the reſpective Proprietors of Lands to be drained or improved by virtue thereof, who were Tenants for Life, or under the legal Diſabilities therein ſpecified, were authorized or empowered, with the Conſent of the Commiſſioners appointed by the ſaid Act, by Writing under their Hands and Seals, to charge their reſpective Parts of the ſaid Low Grounds and Carrs and Rights of Common and Common of Paſture, (for which they ſhould be by the ſaid Commiſſioners taxed for the Purpoſes therein mentioned,) with ſuch Sum or Sums of Money as ſhould be by them reſpectively paid to the ſaid Commiſſioners for their reſpective Quotas or Proportions of the whole Expence attending the ſaid Drainage, and with Intereſt for the ſame as therein mentioned, and to ſecure by Mortgage of the ſame Low Grounds and Carrs, and Rights of Common and Common of Paſture, the Re-payment of ſuch Sum and Sums of Money, with Intereſt, as in ſuch Act is expreſſed: And whereas the ſaid Sir *Mark Maſterman Sykes* is Tenant for Life in Poſſeſſion of certain Lands, Tenements, and Hereditaments, at *Brigham* aforeſaid, and certain Lands, Tenements, and Hereditaments at *Hutton, Hutton Cranſwick, Watſea, Wilfholme*, and *Wansford* aforeſaid, (*Wansford* being in the Pariſh of *Nafferton* aforeſaid), under the Limitations or Deviſes contained in the Will of the ſaid Sir *Chriſtopher Sykes*, and of certain Lands, Tenements, and Hereditaments at *Lockington* aforeſaid, under the Limitations contained in the ſaid Indenture of Releaſe and Settlement of the Eleventh Day of *November* One thouſand ſeven hundred and ninety-five, and the ſaid Sir *Mark Maſterman Sykes* hath already paid to the Commiſſioners under the ſaid Act, the Sum of Four thouſand nine hundred and twenty-four Pounds Twelve Shillings and Seven-pence, for or towards his Quota or Proportion of the Expences taxed and charged upon ſuch the Lands, Tenements, and Hereditaments which have been drained under the ſaid Act, but he hath not hitherto charged or raiſed the ſaid Sum upon or out of the ſame Lands, Tenements, and Hereditaments: And whereas by another Act paſſed in the Thirty-ninth and Fortieth Years of the Reign of His ſaid preſent Majeſty, intituled *An Act for draining, embanking, and preſerving divers Tracts of Land within the Townſhip of* Muſton *in the Pariſh of* Hunmanby, *and alſo within ſundry other Pariſhes, Townſhips or Places adjoining or near to the Rivers* Derwent *and* Harford *in the Eaſt and North Ridings of the County of* York, the reſpective Proprietors of Lands to be drained or improved by virtue thereof, who were Tenants for Life, or under the legal Diſabilities therein ſpecified, were authorized or empowered, with the Conſent of the Commiſ-

ſioners appointed by the ſame Act, to charge their Lands drained and improved by virtue thereof with ſuch Sums of Money as ſhould be by them reſpectively paid to the Directors therein named, not exceeding Five Pounds *per* Acre of their ſaid Lands, with Intereſt for the ſame as therein mentioned; and to ſecure by Mortgage of the ſame Lands, the Re-payment of the ſaid Monies with Intereſt, as in ſuch Act is expreſſed: And whereas the ſaid Sir *Mark Maſterman Sykes* is Tenant for Life in Poſſeſſion of certain Lands in the Townſhips of Eaſt *Heſlerton* and *Snainton* in the ſaid County of *York*, drained and improved under the ſaid laſtly recited Act, under the Limitations or Deviſes contained in the ſaid Will of the ſaid Sir *Chriſtopher Sykes*, and hath already paid the Sum of Two thouſand and thirteen Pounds Nineteen Shillings and Four-pence, for or towards his the ſaid Sir *Mark Maſterman Sykes*'s Quota or Proportion of the Expences attending the draining of his ſaid Lands at Eaſt *Heſlerton* and *Snainton* aforeſaid, under the laſt mentioned Act, but hath not hitherto charged or raiſed the ſaid Sum upon or out of the ſame Lands: And whereas the ſaid ſeveral Sums of Four thouſand nine hundred and twenty-four Pounds Twelve Shillings and Seven-pence, and Two thouſand and thirteen Pounds Nineteen Shillings and Four-pence (making together the Sum of Six thouſand nine hundred and thirty-eight Pounds Eleven Shillings and Eleven-pence) ſo advanced and paid by the ſaid Sir *Mark Maſterman Sykes* for the Purpoſes of Drainage as aforeſaid, ſtill remain due and owing to him the ſaid Sir *Mark Maſterman Sykes*: And whereas the Works of Drainage under the Powers of the ſaid Two laſt recited Acts are not yet finiſhed, and further Sums of Money will or may be demanded from the ſaid Sir *Mark Maſterman Sykes* by the Commiſſioners or Directors reſpectively, acting under or in the Execution of the ſaid reſpective Acts, to complete the ſame Works, and it is therefore reaſonable that a Part of the ſaid Eſtates compriſed in and deviſed by the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes* deceaſed, in ſtrict Settlement as aforeſaid, ſhould be ſold for the Purpoſe of reimburſing and ſatisfying to the ſaid Sir *Mark Maſterman Sykes*, not only the ſaid ſeveral Sums of Money herein-before mentioned to have been by him paid, laid out and expended for the ſeveral Purpoſes, and which are now remaining due and owing to him as aforeſaid, but alſo all ſuch further Sum or Sums of Money as he may hereafter be liable and called upon to pay for completing the Works aforeſaid: And whereas the Funeral and Teſtamentary Expences of the ſaid Teſtator Sir *Chriſtopher Sykes*, and a conſiderable Part of his Debts and Legacies have in purſuance of the Directions contained in his ſaid recited Will, been paid and ſatisfied: And whereas in purſuance and Exerciſe of the Truſt in that Behalf contained in and by the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes*, certain Parts of the Eſtates thereby directed to be ſold in Aid of the ſaid Teſtator's Perſonal Eſtate have been ſold, and the Monies ariſing from ſuch Sale paid and applied according to the Truſts thereof declared by the ſaid Will, and the Reſidue of the ſaid Eſtates yet remaining undiſpoſed of, excluſively of the ſaid annual Sum of Five thouſand Pounds, or Four thouſand Pounds, directed to be raiſed under the Truſts of the ſaid Term of Ninety-nine Years, and of the Eſtates of the ſaid Teſtator not intended to be ſold under this Act, will be an ample and ſufficient Fund or Security for the raiſing and Payment of ſo much of the Debts and Legacies of the ſaid Teſtator as now remain undiſcharged and unſatisfied: And whereas the ſaid Manors of *Kilham* and *Kirkburn*, and the Rectory of *Kirkburn*, and the ſaid Freehold Meſſuages, Cottages, Farms, Lands, Tenements, Tythes,

Tythes, and Hereditaments, at *Kilham*, *Kirkburn cum Battleburn*, and *Southburn*, *Hutton*, *Hutton Cranswick*, *Rotsea*, *North Dalton* and *Langtoft*, devised by the said Will of the said Sir *Christopher Sykes* as aforesaid, lie separate and dispersed from each other, and are the most inconvenient to be held with the said capital Mansion House at *Sledmere* aforesaid, the Residence of the said Sir *Mark Masterman Sykes*, and with the said settled Estates at *Sledmere* aforesaid, comprised in his said Marriage Settlement, and the said Manor and Estate of and at *Kilham* aforesaid, are now subject to a Mortgage Debt of Five thousand Pounds, secured to *George Smith* Esquire, by Indentures of Lease and Release bearing Date respectively the Fifteenth and Sixteenth Days of *March* One thousand eight hundred and nine, the Release being of Six Parts, and made or expressed to be made between *Alexander Jaffray* Esquire of the First Part, the said Sir *Mark Masterman Sykes* of the Second Part, the said *George Smith* of the Third Part, *Elizabeth Goodlad* of the Fourth Part, *David Bevan* Banker of the Fifth Part, and *Thomas Athorp* a Major in the Royal Regiment of Horse Guards Blue of the Sixth Part; whereby (after reciting Indentures of Lease and Release bearing Date respectively, the Thirty-first Day of *May* and First Day of *June* One thousand seven hundred and ninety-three, the Release being of Three Parts, and made between the said Sir *Christopher Sykes* of the First Part, *Elizabeth Goodlad* Spinster of the Second Part, and *Robert Dynely* Gentleman of the Third Part, (being a Mortgage in Fee made by the said Sir *Christopher Sykes* to the said *Elizabeth Goodlad* for Ten thousand Pounds and Interest; And after reciting a Deed Poll or Instrument in Writing, bearing Date the First Day of *January* One thousand seven hundred and ninety-nine, by which it appeared that the Principal of the said Mortgage Debt had been reduced to the Sum of Seven thousand five hundred Pounds, and which contained a Covenant from the said Sir *Christopher Sykes* with the said *Elizabeth Goodlad* for the Payment of the said Sum of Seven thousand five hundred Pounds, and the Interest thereof: And after reciting certain Deeds Poll of Lease and Release and Assignment, bearing Date respectively the Seventh and Eighth Days of *April* One thousand eight hundred and two, whereby the said *Elizabeth Goodlad* acknowledged that the said Sum of Ten thousand Pounds advanced by her to the said Sir *Christopher Sykes* as herein-before is mentioned, was the proper Money of *Richard Goodlad* Esquire her Brother, and that she had received the aforesaid Sum of Two thousand five hundred Pounds, and also a further Sum of Two thousand five hundred Pounds in the Discharge thereof, whereby the said Principal Debt was reduced to the Sum of Five thousand Pounds, she the said *Elizabeth Goodlad* assigned and conveyed the said Sum of Five thousand Pounds, and the Securities for the same to the said *Richard Goodlad*, his Heirs, Executors, Administrators, and Assigns: And after reciting Indentures of Lease and Release bearing Date respectively, the Ninth and Tenth Days of *November* One thousand eight hundred and four, the Release being of Six Parts, and made between the said *Richard Goodlad* of the First Part, the said *Elizbeth Goodlad* of the Second Part, the said Sir *Mark Masterman Sykes* of the Third Part, the said *Alexander Jaffray* of the Fourth Part, *John Lockwood* Esquire of the Fifth Part, and *Daniel Bevan* Banker, of the Sixth Part; whereby the said *Richard Goodlad* assigned and conveyed the said Mortgage Debt of Five thousand Pounds, and the Securities for the same, to the said *Alexander Jaffray*, his Heirs, Executors, Administrators, and Assigns: It was by the said Indenture of the Sixteenth Day of *March* One thousand eight hundred and nine, witnessed, that in Consideration of the Sum of Five

thouſand Pounds, paid by the ſaid *George Smith* to the ſaid *Alexander Jaffray*, he the ſaid *Alexander Jaffray* did bargain, ſell and releaſe, and the ſaid Sir *Mark Maſterman Sykes* did grant, releaſe, and confirm unto the ſaid *George Smith*, all the ſaid Manors and other Hereditaments comprized in the ſaid Indentures of the Thirty-firſt Day of *May* and Firſt Day of *June* One thouſand ſeven hundred and ninety-three, with their Appurtenances, to hold the ſame unto and to the Uſe of the ſaid *George Smith*, his Heirs and Aſſigns, ſubject to Redemption by the ſaid Sir *Mark Maſterman Sykes*, his Heirs, Executors, Adminiſtrators or Aſſigns, or other the Perſon or Perſons for the Time being entitled to the Equity of Redemption of the ſaid mortgaged Premiſes on Payment by him or them unto the ſaid *George Smith*, his Executors, Adminiſtrators, or Aſſigns, of the Sum of Five thouſand Pounds with Intereſt for the ſame, after the Rate, on, or at the Days or Times, and in the Manner in the ſaid Indenture of Releaſe mentioned for the Payment of the ſame reſpectively: And whereas it will be for the Benefit and Advantage of the Perſon or Perſons who may for the Time being be entitled to the ſaid Manors and other Hereditaments comprized in the ſaid Marriage Settlement, and deviſed in ſtrict Settlement by the ſaid Will of the ſaid Sir *Chriſtopher Sykes*, that the ſaid Manors of *Kilham* and *Kirkburn cum Battleburn*, and the ſaid Rectory of *Kirkburn*, and the ſaid Freehold Meſſuages, Cottages, Farms, Lands, Tenements, and Hereditaments at *Kilham*, *Kirkburn cum Battleburn*, and *Southburn*, *Hutton*, *Hutton Cranſwick*, *Rotſea*, *North Dalton* and *Langtoft*, ſhould be ſold, and that a competent Part of the Money ariſing from the Sale of the ſame ſhould be paid in Diſcharge of the ſaid Mortgage Debt of Five thouſands Pounds, and of the Sums of Money charged upon the ſeveral Eſtates herein-before mentioned under the aforeſaid Incloſure or Drainage Acts, or which may be hereafter charged thereupon under the ſaid Drainage Acts or any of them; and that the Reſidue of the Money ariſing from the ſaid Sales ſhould, under the Directions of His Majeſty's Court of Chancery, be inveſted in the Purchaſe of other real Eſtates to be ſituate near *Sledmere* aforeſaid, or convenient to be held with the Eſtate at *Sledmere* aforeſaid, and that the Eſtates ſo to be purchaſed, ſhould, under the Direction of the ſaid Court, be ſettled to the Uſes now ſubſiſting or capable of taking Effect in the ſaid Eſtates propoſed to be ſold, except the Sums of Money charged thereupon, as herein-before is mentioned, and ſo intended to be diſcharged as aforeſaid: But by reaſon of the Limitations in ſtrict Settlement contained in the ſaid Indenture of the Eleventh Day of *November* One thouſand ſeven hundred and ninety-five, and the ſaid Will of the ſaid Sir *Chriſtopher Sykes*, or one of them, the Purpoſes aforeſaid cannot be effected without the Aid or Authority of Parliament: Therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid Sir *Mark Maſterman Sykes*, and Dame *Henrietta* his Wife, and the ſaid *Tatton Sykes*, and the ſaid *Chriſtopher Sykes*, for and on the Behalf of himſelf and his ſaid Two Daughters *Lucy Elizabeth Sykes* and *Penelope Beatrix Sykes* (the Infants), and the ſaid *John Robinſon Foulis*, and *Decima Heſter Beatrix* his Wife, for and on the Behalf of themſelves, and alſo for and on the Behalf of their Children the ſaid *John Robinſon Foulis*, *Hannah Foulis*, *Elizabeth Foulis*, *Decima Heſter Beatrix Foulis*, *Mark Foulis*, and *Lucy Dorothy Foulis* (the Infants), and the ſaid *Wilbraham Egerton*, and *Elizabeth* his Wife, for and on the Behalf of themſelves, and alſo for and on the Behalf of their Children the ſaid *William Tatton Egerton*, *Wilbraham Egerton*, and *Thomas Egerton* (the Infants); do moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by

by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame. That all thoſe the ſaid Manors of *Kellame* otherwiſe *Kelholme*, otherwiſe *Kilham* and *Kirkburn cum Battleburn* aforeſaid, with the Rights, Members and Appurtenances thereof, and all and ſingular the Freehold Meſſuages, Cottages, Farms, Cloſes, Lands, Tenements, Rents and Hereditaments whatſoever of him the ſaid Sir *Mark Maſterman Sykes*, ſituate, lying and being within the ſeveral Towns, Townſhips, Fields, Precincts or Territories of *Kellame* otherwiſe *Kelholme*, otherwiſe *Kilham*, *Kirkburn*, *Battleburn* and *Southburn*, *Hutton*, *Hutton Cranſwick* and *Rotſea*, *North Dalton*, and *Langtoft* aforeſaid, ſave and except certain Quit or other Rents, amounting in the Whole to the yearly Sum of One Pound One Shilling and Sixpence, or thereabouts, payable by ſundry Perſons out of their Lands in *Langtoft* aforeſaid, to the ſaid Sir *Mark Maſterman Sykes* as Lord of the Manor of *Biſhop Wilton*, in the ſaid County of *York*; and alſo ſave and except the Sum of Thirteen Shillings and Sixpence, iſſuing and payable out of the ſaid Meſſuages, Cottages, Farms, Lands, Tenements, and Hereditaments of him the ſaid Sir *Mark Maſterman Sykes* in *Langtoft* aforeſaid, by this Act intended to be ſold, which ſaid Rents are not hereby intended to be included in the Sale of ſuch Meſſuages, Cottages, Farms, Lands, Tenements, and Hereditaments); and alſo all that the Impropriate Rectory or Parſonage of *Kirkburn* aforeſaid, and all that the Parſonage Houſe or Scite thereof, ſituate and being at *Kirkburn* aforeſaid, (and formerly ſtanding on the *Hall Garth*), and the Churchyard there, and all the Glebe Lands and Tythes of Corn, Grain, Hay, Wool and Lamb, and all other Tythes, Oblations, Obventions, Penſions and Portions whatſoever, to the ſaid Rectory or Parſonage belonging or appertaining, (all which ſaid Manors, Meſſuages, Cottages, Farms, Cloſes, Lands, Tenements, Rents, Rectory or Parſonage Tythes, Hereditaments, and Premiſes, were Parcel of the Eſtate and Hereditaments comprized in, or which were deviſed by the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes*, and are mentioned and comprized in the Schedule to this Act, and are of the clear annual Rent or Value of Two thouſand ſeven hundred and ninety-eight Pounds Four Shillings and Sevenpence Halfpenny, as appears in ſuch Schedule, or thereabouts,) or by whatſoever other Name or Names, Deſcriptions, Diſtinctions, Contents or Number of Acres the ſaid Manors, Meſſuages, Cottages, Farms, Lands, Tenements, Rents, and Hereditaments reſpectively now are, or at any Time heretofore hath or have been commonly called, known, deſcribed or diſtinguiſhed, or howſoever abutted or bounded, or in whoſe Tenure or Occupation ſoever the ſame or any of them have or hath heretofore been or now are or be, with all Houſes, Outhouſes, Edifices, Buildings, Tofts, Barns, Stables, Yards, Garths, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Feedings, Waſte Grounds, Moors, Marſhes, Carrs, Commons, Common of Paſture, and Turbary, Herbage, Ways, Paths, Paſſages, Waters, Watercourſes, Fowlings, Fiſhings, Mounds, Hedges, Fences, Ditches, Drains, Pools, Ponds, Foldcourſes, and Liberty of Foldage, Trees, Woods, and Underwoods, and the Ground and Soil thereof, Free Rents or Lord's Rents, Quit Rents or other Rents, Markets, Tolls, Fairs and Profits of the ſame, Reverſions, Services, Courts, Profits and Perquiſites of Courts, Courts Leet, Courts Baron and View of Frankpledge, and all that to View of Frankpledge doth belong, Fines, Cuſtoms, Services, Eſcheats, Waifs, Eſtrays, Deodands, Goods and Chattels

Eſtates to be held under this Act.

Chattels of Felons and Fugitives, and of Felons of themſelves, Outlaws, and Perſons put in Exigent, Reliefs, Heriots, Rights, Royalties, Franchiſes, Liberties, Privileges, Profits, Commodities, Emoluments, Advantages, Rights, Members, and Appurtenances whatſoever to the ſaid Manors, Meſſuages, Cottages, Farms, Lands, Tenements, Rents, Rectory Tythes, and Hereditaments belonging or in anywiſe appertaining, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof or of any Part thereof, and the Reverſion and Reverſions, Remainder and Remainders yearly, and other Rents, Iſſues, and Profits thereof and of every Part and Parcel thereof, ſhall, from and after the paſſing of this Act, be ſettled upon and veſted in, and the ſame are hereby from thenceforth ſettled upon and veſted in the ſaid *Robert Deniſon* of *Kilnwick Percy* in the ſaid County of *York* Eſquire, and *Robert Bower* of *Welham* in the ſaid County of *York* Eſquire, and their Heirs, to the Uſe of them the ſaid *Robert Deniſon* and *Robert Bower*, their Heirs and Aſſigns for ever, freed and abſolutely acquitted, exonerated, exempted, and diſcharged of and from all and every the Uſes, Truſts, Eſtates, Terms of Years, Powers, Proviſoes, Conditions, and Limitations in and by the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes* mentioned, created, provided, limited, expreſſed, or declared of or concerning the ſame, but ſubject and without Prejudice to the Leaſes or Contracts for Leaſes now ſubſiſting and capable of taking Effect in the ſaid Hereditaments, and as to the ſaid Hereditaments at *Kilham* aforeſaid, comprized in the ſaid Indentures of the Fifteenth and Sixteenth Days of *March* One thouſand eight hundred and nine, ſubject to the ſaid Mortgage Debt of Five thouſand Pounds, and the Intereſt thereof ſo remaining due on Mortgage thereof to the ſaid *George Smith*; but nevertheleſs upon the ſeveral Truſts, and to and for the ſeveral Ends, Intents, and Purpoſes herein-after expreſſed and declared of and concerning the ſame Premiſes reſpectively; (that is to ſay), upon Truſt that they the ſaid *Robert Deniſon* and *Robert Bower*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall and do with all convenient Speed ſell and diſpoſe of the ſaid Manors, Meſſuages, Cottages, Farms, Cloſes, Lands, Tenements, Rents, Rectory Tythes, and Hereditaments ſo hereby veſted in them as aforeſaid, with their and every of their Rights, Members and Appurtenances, or ſuch Part or Parts of the ſame as they or he ſhall judge it neceſſary or expedient to ſell, for anſwering the Purpoſes of this preſent Act, and the Inheritance of the ſame in Fee Simple, either together or in Parcels, and either by public Auction or private Contract, unto any Perſon or Perſons who ſhall be willing to become the Purchaſer or Purchaſers thereof, for ſuch Sums of Money as to them or him ſhall ſeem reaſonable, and do and ſhall upon Payment of the Purchaſe Money as herein-after mentioned, convey and aſſure the Hereditaments ſo to be ſold with the Appurtenances unto and to the Uſe of the Purchaſer or Purchaſers of the ſame reſpectively, or as he or they ſhall appoint, freed and diſcharged as aforeſaid.

Sales to be made with Conſent of Sir Mark Maſterman Sykes, or of Perſons entitled to Rents for the Time being.

II. And be it further enacted, That the Sale or Sales and Conveyance or Conveyances herein-before directed to be made, ſhall, during the Life of the ſaid Sir *Mark Maſterman Sykes*, be made with his Conſent in Writing, and ſhall after his Deceaſe be made with the Conſent in Writing of the Perſon or Perſons who, under the Truſts and Directions herein-after expreſſed and contained, would for the Time being be intitled to

the Rents, Iſſues, and Profits of the Eſtates herein-after directed to be purchaſed and ſettled, if the Purchaſe and Settlement of the ſame were then actually made and executed, if ſuch Perſon or Perſons ſhall be of full Age; but if ſuch Perſon or Perſons ſhall be under Age, then with the Conſent in Writing of his, her, or their Guardian or Guardians, during his, her, or their Minority or reſpective Minorities.

Application of the Purchaſe Monies.

III. And be it further enacted, That the Money ariſing from the ſaid Sale or Sales ſhall be applied by the Purchaſer or Purchaſers of the ſaid Eſtates in Manner herein-after mentioned; (that is to ſay), while the ſaid Sum of Five thouſand Pounds, ſecured to the ſaid *George Smith* by the ſaid Indentures of the Fifteenth and Sixteenth Days of *March* One thouſand eight hundred and nine, or any of the Sums of Money charged under the ſaid Incloſure or Drainage Acts, or which previouſly to ſuch Sale ſhall be charged under the ſaid Acts or any of them, ſhall be due or owing, the Purchaſer or Purchaſers of the ſaid Hereditaments ſhall pay his, her, or their Purchaſe Money or a competent Part thereof in or towards the Diſcharge of the ſame reſpectively, to the Perſon or Perſons entitled to receive the ſame reſpectively; and that the Receipt of ſuch Perſon or Perſons for the ſame reſpectively ſhall effectually diſcharge the Perſons paying the ſame, from being anſwerable for the Miſ-application, or bound or concerned to ſee to the Application thereof; and after the Payment and Diſcharge of all the ſaid Sums of Money, the Purchaſer or Purchaſers of the ſaid Hereditaments ſhall pay his or their Purchaſe Money into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there ‘ *ex parte* the Purchaſers of the Eſtates deviſed by the ‘ Will of Sir *Chriſtopher Sykes* Baronet,’ purſuant to the Method preſcribed by the Act of the Twelfth Year of the Reign of King *George* the Firſt, Chapter Thirty-two, and the General Orders of the ſaid Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four, and as ſoon as may be after ſuch Monies ſhall have been ſo paid as aforeſaid, the ſame or a competent Part thereof ſhall, upon a Petition to be preferred to the ſaid Court of Chancery in a ſummary Way, by the Perſon or Perſons for the Time being intitled to the Rents and Profits of the Hereditaments ſo to be purchaſed therewith, if ſuch Perſon or Perſons ſhall be of full Age; but if ſuch Perſon or Perſons ſhall beunder Age, then by his or her Guardian or Guardians during his, her, or their Minority or reſpective Minorities, be applied in the Diſcharge of the Coſts, Charges, and Expences of applying for and paſſing this Act, and of the Steps preparatory thereto, and alſo of the Coſts, Charges, and Expences attending the Execution of the ſeveral Truſts hereby created; and the Reſidue or Surplus of ſuch Monies when ſo paid in ſhall, upon Petition to be preferred to the ſaid Court of Chancery in a ſummary Way by the Perſon or Perſons herein-before mentioned, be laid out and inveſted under the Direction of the ſaid Court, in the Purchaſe of Manors, Meſſuages, Lands, Tenements, and Hereditaments of an Eſtate of Inheritance in Fee Simple contiguous to or convenient to be held with the ſaid Eſtate at *Sledmere* deviſed by the ſaid Will of the ſaid Sir *Chriſtopher Sykes* as herein-before is mentioned; and that all the Manors and other Hereditaments ſo to be purchaſed as aforeſaid, ſhall, under the Directions of the ſaid Court be ſettled to the Uſes, upon and for the Truſts, Intents, and Purpoſes,

Purpoſes, and with, under and ſubject to the Proviſoes by the ſaid Will of the ſaid Sir *Chriſtopher Sykes* deviſed, limited, expreſſed, or contained, of or concerning the Hereditaments hereby veſted in the ſaid Truſtees in Truſt for Sale as herein-before is mentioned, or ſuch of them as ſhall be then ſubſiſting, undetermined, and capable of taking Effect.

Until Sale, the Truſtees to permit the Rents to be taken by the Perſons who would have been entitled to them, if this Act had not paſſed.

IV. And be it further enacted, That in the mean Time and until the ſaid Sale or Sales ſhall be made of the Hereditaments hereby made ſaleable as aforeſaid, the ſaid *Robert Deniſon* and *Robert Bower* and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall permit the ſame Hereditaments, or ſuch Part of the ſame as ſhall remain unſold, to be held and enjoyed, and the Rents, Iſſues, and Profits thereof to be had, received, and taken by the Perſon or Perſons who for the Time being would be intitled to the ſame, if this preſent Act had not paſſed.

Court of Chancery to order Payment of future Charges under the Drainage Acts.

V. And be it further enacted, That if any further Sum or Sums of Money ſhall become charged or chargeable upon the Eſtates deviſed by the ſaid Will of the ſaid Sir *Chriſtopher Sykes* as herein-before is mentioned, or any Part of the ſame, under the Drainage Acts herein-before recited or mentioned, or any of them, then and in every ſuch Caſe and ſo often as the ſame ſhall happen, it ſhall be lawful for the High Court of Chancery from Time to Time in a ſummary Way, upon Petition by the ſaid Sir *Mark Maſterman Sykes*, or by the Perſon or Perſons for the Time being intitled as aforeſaid, or by his, her, or their Guardian or Guardians reſpectively, if ſuch Perſon or Perſons ſhall be under the Age of Twenty-one Years, to order it to be referred to a Maſter of that Court to enquire whether any and what further Sums of Money are ſo become charged or chargeable, and to order the ſaid Maſter to ſtate the Reſult of his Enquiries, with his Opinion thereon, together with the Amount of the taxed Coſts, to the Court; and after the ſaid Maſter ſhall have made his Report of the ſame, and the ſame ſhall have been confirmed by the Court, then to order that the Amount of all ſuch Sums of Money ſhall be paid to the Perſon or Perſons for the Time being intitled to the ſame reſpectively, by and out of the Monies which ſhall be ſo paid into the Bank as aforeſaid.

Eſtates which may not be ſold, to remain ſubject to the ſame Uſes as if this Act had not paſſed.

VI. Provided always, and be it further enacted, That in caſe any Part of the ſaid Manors, Meſſuages, Cottages, Lands, Tenements, Rents, Rectory Tythes, and Hereditaments by this Act directed to be ſold, ſhall not be ſold, as being in the Judgement of the ſaid Truſtees or Truſtee for the Time being unneceſſary or inexpedient to be ſold, and the ſaid Truſtees or Truſtee ſhall ſignify the ſame by any Writing ſigned, ſealed, and delivered by them or him in the Preſence of and atteſted by Two or more credible Witneſſes, then and in ſuch Caſe the ſame Hereditaments and Premiſes which ſhall ſo remain unſold ſhall be, remain, and continue, and the Truſtees named in the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes* ſhall ſtand and be ſeized thereof to ſuch and the ſame Uſes, Truſts, Intents, and Purpoſes, and under and ſubject to ſuch and the ſame Eſtates, Powers, Proviſoes, Limitations, and Reſtrictions, as in and by the ſaid Will are expreſſed, limited, and declared, concerning the ſaid Manors and Hereditaments by this Act veſted in Truſt to be ſold as aforeſaid, or ſuch and ſo many of them as according to Events, the

Deaths

Deaths of Perſons or other Contingencies, ſhall be then ſubſiſting or capable of taking Effect, and in ſuch and the ſame Manner as if the preſent Act had not paſſed.

Money paid into the Bank, may be laid out in Navy, Victualling, or Exchequer Bills.

VII. And be it further enacted, That all Sum and Sums of Money which ſhall be paid into the Bank in the Name of the ſaid Accountant General, in the Manner herein-before directed, or ſo much thereof as ſhall not be ordered by the ſaid Court of Chancery to be applied in the Payment of Coſts and Expences, according to the Proviſions herein-after contained, ſhall in the mean Time, and until the ſame Monies ſhall be reſpectively inveſted in Purchaſes, or in Payment of the ſaid future Charges under the ſaid Drainage Acts as aforeſaid, be from Time to Time laid out by the ſaid Accountant General in the Purchaſe of Navy or Victualling, or Tranſport Bills or Exchequer Bills; and the Intereſt ariſing from the Money ſo laid out in the ſaid Navy or Victualling, or Tranſport Bills or Exchequer Bills, and the Money received for the ſame, as they ſhall reſpectively be paid off by Government, ſhall be laid out in the Name of the ſaid Accountant General, in the Purchaſe of other Navy or Victualling, or Tranſport Bills or Exchequer Bills, all which ſaid Navy and Victualling Bills, and Tranſport and Exchequer Bills ſhall be depoſited in the Bank in the Name of the ſaid Accountant General, and ſhall there remain until the ſame ſhall upon Petition to be preferred in a ſummary Way by the ſaid Sir *Mark Maſterman Sykes*, his Executors, Adminiſtrators, or Aſſigns, or by the Perſon who ſhall for the Time being be entitled in Poſſeſſion to the ſaid ſettled Eſtates limited in ſtrict Settlement by the ſaid Will of the ſaid Sir *Chriſtopher Sykes* as aforeſaid, be ordered to be ſold by the Accountant General for reimburſing ſuch future Expences of Drainage, or for the completing any Purchaſe or Purchaſes hereby authorized to be made as aforeſaid in ſuch Manner as the ſaid Court ſhall think juſt and meet; and if the Money ariſing by the Sale of any ſuch Navy, Victualling, Tranſport, or Exchequer Bills which ſhall have been purchaſed as aforeſaid, ſhall exceed the Amount of the original Purchaſe Money ſo laid out as aforeſaid, then and in that Caſe only the Surplus which ſhall remain ſhall be paid to ſuch Perſon or Perſons reſpectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchaſed in caſe the ſame had been purchaſed purſuant to this Act, or to the Repreſentative of ſuch Perſon or Perſons.

Power to Court of Chancery to make Orders for taxing the Coſts of and conſequent upon this Act, and for Payment thereof.

VIII. And be it further enacted, That it ſhall be lawful for the High Court of Chancery from Time to Time to make ſuch an Order as the ſaid Court ſhall think fit for taxing or ſettling all Coſts, Charges, and Expences which ſhall have been incurred preparatory to and in ſoliciting and applying for and obtaining and paſſing this Act, and in making the ſeveral Applications to the ſaid Court of Chancery in purſuance hereof, and in making and completing the Sales of the Hereditaments hereby made ſaleable, and in inveſting all or any of the Monies which under this Act ſhall be paid into the Bank of *England*, in the Purchaſe of Lands and Hereditaments according to the Directions herein contained, and in applying any Part of the ſaid Sums of Money in or towards the Diſcharge of ſuch future Charges as aforeſaid, under the ſaid Incloſure or Drainage Acts or any of them, or otherwiſe in carrying the Truſts and Purpoſes of this Act into Execution; and alſo from Time to Time to make an Order

for Payment of all ſuch Coſts, Charges, and Expences as aforeſaid out of the Monies which ſhall ariſe from the Sale or Sales of any Lands or Hereditaments under this Act, and ſhall be ſo paid into the Bank as aforeſaid, or out of the Monies ariſing by Sale of the Navy, Victualling, Tranſport, or Exchequer Bills to be purchaſed as aforeſaid.

Certificates of the Accountant General, and the Receipts of the Caſhiers of the Bank to be a Diſcharge to Purchaſers.

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

Proviſo for Appointment of new Truſtees.

X. Provided always, and it is hereby further enacted, That if the Truſtees hereby appointed or either of them, or any Truſtee ſo to be appointed as herein-after is mentioned, or their reſpective Heirs or Aſſigns ſhall depart this Life, or decline to act or become incapable of acting in the Truſts of the preſent Act, or ſhall go out of *Great Britain* before the ſaid Truſts ſhall be fully performed and executed, then and ſo often as any ſuch Caſe ſhall happen, it ſhall be lawful for the High Court of Chancery on a ſummary Application made for that Purpoſe by Petition by the Perſon or Perſons, and in the Manner herein-before mentioned, to appoint any Perſon or Perſons to be a Truſtee or Truſtees in the Place and Stead of the Truſtee or Truſtees ſo dying or declining to act or becoming incapable of acting, or going out of *Great Britain* as aforeſaid, and thereupon all Acts and Deeds ſhall be done and executed under the Direction of the ſaid Court, as in their Opinion ſhall be proper to be done and executed for veſting the ſaid Truſt Eſtates in the new Truſtee or Truſtees, ſolely or jointly with the ſurviving or continuing Truſtee as Occaſion ſhall require; and every ſuch new Truſtee ſhall have all the Powers and Authorities of the Truſtee in whoſe Room he ſhall be ſubſtituted.

Proviſo for ſaving the Rights of the Mortgagee.

XI. Provided alſo, and be it further enacted, That nothing in this Act contained ſhall extend to defeat, leſſen, or alter the Right, Title, or Intereſt which the aforeſaid *George Smith*, or any other Mortgagee or Mortgagees (if any ſuch there be) of and upon the Hereditaments and Premiſes ſettled and limited by the ſaid recited Will of the ſaid Sir *Chriſtopher Sykes*, or any of them, have or hath to the Principal Monies reſpectively ſecured, and due and owing to them or any of them, and the Intereſt thereon, but that the ſaid *George Smith*, and the ſaid other Mortgagees, and their reſpective Executors, Adminiſtrators, and Aſſigns, ſhall and may, notwithſtanding the paſſing of this Act, have and enjoy, and be entitled to exerciſe ſuch and the ſame Remedies, Powers, and Authorities for recovering and compelling Payment of the ſame Principal Sums ſo due

and owing and secured to them respectively, and the Interest in respect thereof, as they respectively would have had and enjoyed or been entitled to, in case this Act had not been made.

General Saving.

XII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said Sir *Mark Masterman Sykes* and Dame *Henrietta* his Wife, and the first and every other Son of his Body, and the Heirs Male of his and their Body and respective Bodies; and the said *Tatton Sykes* and the first and every other Son of his Body and the Heirs Male of his and their Body and respective Bodies; and the said *Christopher Sykes*, and the first and every other Son of his Body, and the Heirs Male of his and their Body and respective Bodies; and the said *John Robinson Foulis* the Father, and *Decima Hester Beatrix Foulis* his Wife, and the said *John Robinson Foulis*, the Son of the said *John Robinson Foulis*, the Father by the said *Decima Hester Beatrix Foulis* his Wife, and the Grandson of the said Sir *Christopher Sykes* the Testator, and the first and every other Son of his Body, and the Heirs Male of his and their Body and respective Bodies; and the said *Mark Foulis* and the Heirs Male of his Body, and every other Son hereafter to be born to the said *Decima Hester Beatrix Foulis*, and the Heirs Male of her and their Body and respective Bodies; and the said *Wilbraham Egerton*, and the said *Elizabeth* his Wife, and the said *William Tatton Egerton*, *Wilbraham Egerton*, and *Thomas Egerton*, the Sons of the said *Wilbraham Egerton* by the said *Elizabeth* his Wife, and the Heirs Male of their respective Bodies, and every Son hereafter to be born to the said *Elizabeth Egerton*, and the Heirs Male of his and their Body and respective Bodies, and the first and every other Daughter of the said Sir *Mark Masterman Sykes*, and the Heirs Male of her and their Body and respective Bodies; and the first and every other Daughter of the said *Tatton Sykes*, and the Heirs Male of his and their Body and respective Bodies, and the said *Lucy Elizabeth Sykes* and *Penelope Beatrix Sykes*, and the Heirs Male of their respective Bodies, and every Daughter hereafter to be born to the said *Christopher Sykes*, and the Heirs Male of her and their Body and respective Bodies, and the said *Hannah Foulis*, and the first and other Sons of her Body, and the Heirs Male of his and their Body and respective Bodies; and the said *Elizabeth Foulis*, and the first and other Sons of her Body, and the Heirs Male of his and their Body and respective Bodies; and the said *Decima Hester Beatrix Foulis* and *Lucy Dorothy Foulis*, and the Heirs Male of their respective Bodies, and every Daughter hereafter to be born to the said *Decima Hester Beatrix Foulis*, and the Heirs Male of her and their Body and respective Bodies; and the said first and every other Daughter of the said *Elizabeth Egerton*, and the Heirs Male of her and their Body and respective Bodies; and the first and every other Daughter of the said *John Robinson Foulis*, the Grandson and the Heirs Male of her and their Body and respective Bodies; and the first and every other Daughter of the said *Hannah Foulis*, and the Heirs Male of her and their Body and respective Bodies, and the first and every other Daughter of the said *Elizabeth Egerton* the Daughter, and the Heirs Male of her and their Body and respective Bodies, and the right Heirs of the said Sir *Christopher Sykes* the Testator; and the Trustees of the Term of Ninety-nine Years created by the

the ſaid Will of the ſaid Sir *Chriſtopher Sykes*, and the Truſtees in the ſaid recited Will of the ſaid Teſtator Sir *Chriſtopher Sykes* deceaſed, named for ſupporting the contingent Remainders therein limited, and all and every other Perſon or Perſons whomſoever, claiming or to claim under the ſaid recited Will of the ſaid Teſtator Sir *Chriſtopher Sykes* deceaſed); all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of, in, to, or out of the ſaid Eſtates and Premiſes hereby veſted in Truſt to be ſold as aforeſaid, or any Part thereof, as they, every, or any of them, had before the paſſing of this Act, or would, could, or might have had, held, or enjoyed, in caſe this Act had not been made.

To be printed by the King's Printers.

XIII. 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.

The

The SCHEDULE

To which the foregoing ACT refers; viz.

	Quantity.	Yearly Rent.
In the Townſhip of KILHAM:		
FREEHOLD.	A. R. P.	£ s. d.
The Manor or Lordſhip of Kellame, otherwiſe Kelkolme, otherwiſe Kilham:		
A Farmhouſe with the Outbuildings, Cottage, Garths, Lands, and Grounds, in the Occupation of John Sharp - -	337 3 31	287 — —
A Farmhouſe with the Outbuildings, Garths, Lands, and Grounds, in the Occupation of Richard Hopper - -	295 0 25	226 — —
Two Farmhouſes with the Outbuildings, Cottage, Garths, Lands, and Grounds, in the Occupations of Robert Lamplugh and William Mallory - - - -	168 2 27	192 — —
A Farmhouſe with the Outbuildings, Garths, Lands, and Grounds, in the Occupation of Anthony Settrington -	324 1 9	278 — —
A Farmhouſe with the Outbuildings, Garths, Lands and Grounds, in the Occupation of Thomas Anderſon -	335 0 0	200 — —
Sundry Free Rents or Sums of Money, payable yearly by ſundry Perſons in Kilham to the ſaid Sir Mark Maſterman Sykes, as Lord of the Manor or otherwiſe, amounting together to £10. 8. 10½. or thereabouts - - -	- - -	10 8 10½
The Tolls ariſing from the Fairs or Markets at Kilham, payable to the ſaid Sir Mark Maſterman Sykes, as Lord of the Manor or otherwiſe, let to the ſaid John Sharp and Anthony Settrington, at - - - - -	- - -	6 10 —
Containing in the Whole by Eſtimation, be the ſame more or leſs - - - -	1,461 0 12	1,199 18 10½
DEDUCTIONS:		
Payable thereout as under; viz.		
	£ s. d.	
To the Leſſee of the Dean and Chapter of York, in lieu of Tythes - - - -	52 15 4	
To the Maſter and Uſher of the Free Grammar School of Kilham - - - -	30 — —	
To the Pariſh Clerk of Kilham - - -	1 4 9	
	- - -	84 — 1
		1,115 18 9½

	Quantity.			Yearly Rent.		
In the Townſhip of KIRKBURN-CUM-BATTLEBURN, and in SOUTHBURN:						
The Manor or Lordſhip of Kirkburn;	A.	R.	P.	£	s.	d.
Two Farmhouſes with the Outbuildings, Garths, Lands, and Grounds in the Occupations of Widow Piercy and George Piercy - - - - 866 3 33						
Alſo the Cottages and Garths occupied by John Hope, William Watt, John Stockdale, Chriſtopher Turner, John Tweedale and John Nicol, and which are let to the ſaid Widow Piercy and George Piercy - - - - 3 0 7	870	0	0	653	12	—
A Cottage and Garth, in the Occupation of William Broadley	0	1	4	12	12	—
A Cottage and Garth, in the Occupation of Widow Uppleby	0	2	8	5	—	—
The Rectory or Parſonage of Kirkburn, with the Glebe Lands and the Tythes thereto belonging, in the Occupation of the ſaid Widow Piercy and George Piercy, and included in the above Rent of their Farm - - - -						
Containing in the Whole by Eſtimation, be the ſame more or leſs - - - -	870	3	12	671	4	—
DEDUCTIONS:						
Payable out of the Eſtate at Kirkburn, or ſome Part thereof, a Yearly Fee-Farm Rent of £1. 9. 6. or thereabouts - - - 1 9 6						
And out of the ſaid Rectory a yearly Rent or Sum of Eighteen Pounds Twelve Shillings, or thereabouts, after being allowed the Land Tax and Property Tax - - - 18 12 —						
	-			20	1	6
				651	2	6
In HUTTON CRANSWICK, and ROTSEA, in the Pariſh of Hutton Cranſwick.						
A Farmhouſe with the Outbuildings, Garths, Lands, and Grounds, in the Occupation of Richard Megginſon - - - -	A.	R.	P.			
330 3 10						
Alſo, the Cottages and Garths occupied by Timothy Bamby, Mary Nicholl, John Levett, William Eſcrick, Richard Brown, Stephen Barnby, William Cook, George Fenby, Thomas Singleton, and Iſabel Sanderſon, and let to the ſaid Richard Megginſon - - 25 0 0	355	3	10	380	—	—
A Farmhouſe with the Outbuildings, Garths, Lands, and Grounds, in the Occupation of Matthew Horſeley and John Horſeley - 130 0 0						
Alſo, a Cottage and Garth, occupied by Chriſtopher Heſſay, and let to the ſaid Matthew and John Horſeley - - - - - 0 2 0	130	2	0	111	1	8
Containing in the Whole by Eſtimation, be the ſame more or leſs - - - -	486	1	10	491	1	8
DEDUCTIONS:						
Payable out of the Eſtate at Hutton Cranſwick, or ſome Part thereof, a yearly Fee-Farm or other Rent of 3s. 10d. or thereabouts - - - - -	-			—	3	10
				490	17	10

	Quantity.	Yearly Rent.
In the Townſhip of NORTH DALTON:	A. R. P.	£ s. d.
A Farmhouſe with the Outbuildings, Garths, Lands, and Grounds, in the Occupation of John Walker - - - - 346 1 13		
Alſo, the Cottages and Garths occupied by Thomas Addiſon and William Waites - 0 1 25		
	346 2 38	230 — —
A Farmhouſe with the Outbuildings, Cottages or Scites, Garths, Lands, and Grounds, in the Occupation of Richard Edmonds - - - - - -	362 1 16	200 — —
Containing in the Whole by Eſtimation, be the ſame more or leſs - - -	709 0 14	430 — —
In the Townſhip of LANGTOFT:		
A Farmhouſe with the Outbuildings, Garths, Lands and Grounds, in the Occupation of Robert Lamplugh, containing in the Whole by Eſtimation, be the ſame more or leſs - - - - - -	198 0 35	111 14 4
DEDUCTIONS:		
Payable thereout; viz.		
A yearly Free or other Rent, payable to the ſaid Sir Mark Maſterman Sykes, as Lord of the Manor of Biſhop Wilton, of - - — 13 6		
Alſo, a yearly Rent, payable to Guiſbrough Hoſpital, of Fifteen Shillings and Fourpence, or thereabouts - - - - — 15 4		
	- -	1 8 10
		£ 110 5 6

SUMMARY of the ESTATES to be ſold.

	Quantity.	Yearly Rent.
	A. R. P.	£ s. d.
Kilham - - - -	1,461 0 12	1,115 18 9½
Kirkburn cum Battleburn and Southburn - -	870 3 12	651 2 6
Hutton Cranſwick and Rotſea - - -	486 1 10	490 17 10
North Dalton - - - - -	709 0 14	430 — —
Langtoft - - - - -	198 0 35	110 5 6
	3,725 2 3	2,798 4 7½

George Britton.

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