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VICTORIÆ REGINÆ.

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Cap. 3.

An Act for authorizing the Trustees under the Will of *William Wainman* Esquire, deceased, to grant Leases, and to make Sales, Exchanges, and Partition of the Real Estates devised by or subject to the Trusts of the same Will; and for other Purposes. [23d *June* 1856.]

WHEREAS *William Wainman*, late of *Carhead* within the Parish of *Kildwick* in the County of *York*, Esquire, by his last Will and Testament in Writing, which bore Date the Twenty-fourth Day of *March* One thousand eight hundred and fourteen, and was executed and attested in the Manner then by Law required for the Devise of Freehold Estates, gave and bequeathed unto *Joshua Field*, of *Austhorpe Lodge* in the said County, Esquire, *Walker Skirrow*, of *Lincoln's Inn*, Esquire, and *Charles Horsfall Bill*, of *Easthorpe* in the said County, Esquire, his Executors and Trustees therein-after named, all his Personal Estate, except such Parts thereof as were therein specifically bequeathed, and also except his Leasehold Estates, upon trust for Payment of his Debts, Funeral Expenses, and Legacies, and otherwise as therein mentioned; and after reciting that he was desirous to provide a Place of Residence for

Will of William Wainman, Esq., dated 24th March 1814.

his Wife *Elizabeth Wainman* so long as she should continue his Widow and unmarried, and also for his Daughter *Caroline* so long as she should continue single and unmarried, at the Time of the Decease of the Survivor of himself and his said Wife *Elizabeth*, or at the Time of her Second Marriage, in case that should ever happen, he gave, devised, and bequeathed unto his said Wife *Elizabeth*, for and during the Time and so long as she should remain his Widow and unmarried, but not longer, all that his Capital Mansion House at *Shipley* in the Parish of *Bradford*, with the Barns, Stables, Buildings, Gardens, Lands, Fields, and Premises called the *Great Pasture*, *Denbigh Holme*, the *Near Potter Pits*, the Wood for Pleasure Ground, with Power to cut down and thin the Trees to improve the Remainder, but not to commit Waste, all then in the Possession of his Son *Richard Bradley Wainman*, and also the Field called the *Far Potter Pits* then in the Possession of *William Rhodes*, together with the Use and Enjoyment of all such Furniture, Household Goods, Utensils, Plate, China, Pictures, Books, Carts, Gears, and Implements of Husbandry as she should choose and fix on at *Carhead* to fit up and furnish his said Capital Mansion House at *Shipley*, without paying any Rent or Consideration whatsoever for the same; and on and immediately after the Decease of the Survivor of himself and his said Wife *Elizabeth*, or on the event of her Second Marriage as aforesaid, he gave, devised, and bequeathed unto his said Daughter *Caroline*, in case at the Time of the Decease of the Survivor of himself and his said Wife *Elizabeth*, or at the Time of her Second Marriage, whichsoever of those Events should first happen, she should then be single and never have been married, all that his said Capital Mansion House at *Shipley*, with the Barns, Stables, Buildings, Gardens, Lands, Fields, and Premises called the *Great Pasture*, *Denbigh Holme*, the *Near Potter Pits*, the Wood for Pleasure Ground, with Power to cut down and thin the Trees to improve the Remainder, but not to commit Waste, all then in the Possession of his said Son *Richard Bradley Wainman*, and also the Field called the *Far Potter Pits*,, then in the Possession of the said *William Rhodes*, together with the Use and Enjoyment of all such Furniture, Household Goods, Utensils, Plate, China, Carts, Gear, and Implements of Husbandry as given, devised, and bequeathed for the Use and Enjoyment of his said Wife *Elizabeth* as aforesaid, without paying any Rent or Consideration whatsoever for the same; and after specifically bequeathing certain Parts of his Personal Estate, as to all his Freehold Manors, Messuages, Lands, Tenements, Mines, Hereditaments, and Real Estates whatsoever and wheresoever, he gave and devised the same, with their and every of their Rights, Members, and Appurtenances, and all his Estate, Right, and Interest therein, unto and to the Use of the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, their Heirs and Assigns, upon and for the Trusts,

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Intents, and Purposes, and under and subject to the several Provisoes and Powers therein-after limited, expressed, and declared of and concerning the same, without Prejudice to the Interest in the same of his Wife *Elizabeth* and Daughter *Caroline* devised to them severally as aforesaid; that is to say, in trust, in case his Personal Estate therein-after for that Purpose given and bequeathed should not be sufficient to pay and satisfy his Debts, Funeral Expenses, such Legacies, and the Portion or Fortune of Five thousand Pounds which he therein-after and thereby gave, devised, and bequeathed to his said Daughter *Caroline*, that they his said Trustees should, by Sale or Mortgage of all or any Part or Parts of his said Real Estates, except such as were situate, lying, and being within the Parish of *Kildwick* and Township of *Shipley* in the County of *York* aforesaid, raise and levy such Sum and Sums of Money as they might judge sufficient for the Purposes of satisfying, discharging, and paying his Debts, Legacies, and his Daughter *Caroline*'s Portion or Fortune of Five thousand Pounds as above mentioned, and for that end he thereby authorized his Trustees for the Time being, as they should see Occasion, to sell absolutely, or to demise to any Person or Persons for any Term or Number of Years, by way of Mortgage, all or any Part or Parts of his said Real Estates (except such as were situate, lying, and being within the Parish of *Kildwick* and Township of *Shipley*), and to sign, seal, and deliver the proper Deeds and Instruments to the respective Purchasers or Mortgagees for that Purpose, and he thereby declared that the Receipt or Receipts of his Trustees or Trustee for the Time being should be a sufficient Discharge or Discharges to the Purchaser or Purchasers, Mortgagee or Mortgagees, from being in any Manner answerable for or liable to see to the Application of such Money as he, she, or they might have paid or advanced to the said Trustees or Trustee for their respective Purchases, or advanced on Mortgages; and as for and concerning all his said Real Estates, subject to the Trusts aforesaid and the Interests therein, severally devised to his said Wife *Elizabeth* and his Daughter *Caroline* as aforesaid, he thereby willed and directed that his said Trustees should, out of the annual Rents, Issues, and Profits thereof, in the first place, subject as aforesaid, pay to his said Wife *Elizabeth Wainman* and her Assigns yearly and every Year during her Life, or permit and suffer her and them to have, receive, and take thereout One Annuity or yearly Rentcharge of Eight hundred Pounds of lawful Money of *Great Britain*, free and clear of all Rates, Taxes, Charges, and Deductions whatsoever, such Annuity or Rentcharge to be paid and payable half-yearly, and with such Powers of Distress and Entry for securing the said Annuity as therein mentioned, and subject and without Prejudice to the Payment of the said Annuity or yearly Rentcharge of Eight hundred Pounds, and the Powers and Remedies therein-before given for securing the Payment thereof, and

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of all his Debts, Legacies, and the Portion or Fortune of Five thousand Pounds to his said Daughter *Caroline* as therein-before mentioned, and subject to the Trusts, Limitations, Powers, and Directions therein-before contained for the Payment thereof, he thereby willed and directed that his Trustees for the Time being, and their Heirs, should stand seised of all and singular his said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates, except his said Leasehold Estates for Years, upon the Trusts and for the Purposes and under and subject to the several Powers, Provisoes, and Limitations therein-after contained, expressed, and declared of and concerning the same; (that is to say,) in trust for his Son *Richard Bradley Wainman* and his Assigns, during his Life, without Impeachment of or for any Manner of Waste, excepting voluntary Waste in pulling down Houses or Buildings, or cutting down or destroying onamental Trees; and from and immediately after the Determination of that Estate to the Use of the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, and their Heirs, during the Life of the said *Richard Bradley Wainman*, in trust to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, yet nevertheless to permit and suffer the Rents, Issues, and Profits of the same Premises to be received by the said *Richard Bradley Wainman* and his Assigns during his Life; and from and immediately after the Decease of the said *Richard Bradley Wainman*, to the Use of his (the said Testator's Grandson) *William Bradley Wainman* and his Assigns, during his Life, without Impeachment of Waste, except as aforesaid; and from and immediately after the Determination of that Estate, to the Use of the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, during the Life of the said *William Bradley Wainman*, in trust to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, but nevertheless to permit and suffer the Rents, Issues, and Profits of the said Premises to be received by the said *William Bradley Wainman* and his Assigns, during his Life; and immediately after the Decease of the said *William Bradley Wainman*, to the Use of the First Son of his Body lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing, and in default of such Issue to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said *William Bradley Wainman* lawfully to be begotten, severally, successively, and in remainder one after another, in Order and Course as they respectively should be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of such Son and Sons respectively lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always preferred, and to take

before the younger of them and the Heirs Male of his Body, and for default of such Issue Male of the said *William Bradley Wainman* to the Use of the Second Son of the Body of the said *Richard Bradley Wainman* lawfully begotten or to be begotten, and the Heirs Male of the Body of such Second Son lawfully issuing, and for default of such Issue to the Use of the Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said *Richard Bradley Wainman* lawfully begotten, severally and successively and in remainder one after another, in Order and Course as they respectively should be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of such Son and Sons respectively lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always preferred and to take before a younger of them and the Heirs Male of his Body; and for default of such Issue Male of the said *Richard Bradley Wainman* to the Use of all and every the Daughter and Daughters of the said *Richard Bradley Wainman* lawfully begotten or to be begotten, to be equally divided between them, if more than One, Share and Share alike as Tenants in Common, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing, and for default of such issue to the Use of all and every the Daughter and Daughters of his said Grandson, *William Bradley Wainman* lawfully to be begotten, to be equally divided between them, if more than One, Share and Share alike as Tenants in Common, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing, and for default of such Issue to the Use of his Second Son *William Wainman*, and his Assigns, during his Life, without Impeachment of Waste, except as aforesaid; and from and immediately after the Determination of that Estate, to the Use of the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, during the Life of the said *William Wainman*, in trust to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, but nevertheless to permit and suffer the Rents, Issues, and Profits of the said Premises to be received by the said *William Wainman* and his Assigns during his Life; and immediately after the Decease of the said *William Wainman* to the Use of the First Son of his Body lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing, and in default of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said *William Wainman* lawfully to be begotten, severally and successively and in remainder one after another, in Order and Course as they respectively should be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of such Son and Sons respectively lawfully issuing,

every elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of them and the Heirs Male of his Body; and for default of such Issue Male of the said *William Wainman*, to the Use of all and every his (the said Testator's) Daughters *Elizabeth Field*, *Mary Anne Skirrow*, *Emma Bill*, and *Caroline Wainman*, and all and every the Daughter and Daughters of his said Son *William Wainman*, to be equally divided between them, Share and Share alike as Tenants in Common, and of the several and respective Heirs of the Bodies of such his said Daughters and the Daughters of his said Son *William Wainman* lawfully issuing, and in default of such Issue to the Use of his own right Heirs; provided always, and his Will was, and he did thereby order and direct, that in case any of his said Daughters should die in his Lifetime, leaving a Child or Children, Sons or Daughters, or both, that such Child or Children should take the Share of his, her, or their Mother so dying equally amongst them as Tenants in Common in Fee-simple; and he gave, devised, and bequeathed all and every his Leasehold Messuages, Lands, and Tenements, together with his Third Part or Share of the Rectory and Tithes of *Kildwick* Parish aforesaid, held under the Dean and Chapter of the Cathedral Church of *Christ* in *Oxford*, unto the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, their Executors, Administrators, and Assigns, in trust to permit the clear Rents, Issues, and Profits of the said Leasehold Premises and Tithes to be received, taken, and enjoyed by and for the Use and Benefit of such Person or Persons as should for the Time being be entitled to his said Freehold Manors, Messuages, Lands, and Tenements, until some Person so entitled for the Time being should by good Assurance in the Law become seised of the said Freehold Premises in Fee-simple in possession; and immediately after that should happen then in trust to convey, assign, transfer, and assure the said Leasehold Messuages, Lands, Tenements, and Tithes, with their Appurtenances, unto such Person who should become so seised as aforesaid, his or her Executors, Administrators, and Assigns, by such Deeds, Writings, Instruments, and Assurances as by such Person should be reasonably required, and at his or her Costs and Charges; provided always, and his Will and Mind was, and he did thereby authorize, enable, and empower his said Son *Richard Bradley Wainman* to make a Jointure upon any future Woman with whom he might thereafter intermarry (his then present Wife being most amply provided for) by way of Rentcharge to be issuing out of his said Manors, Messuages, Lands, Hereditaments, and Premises, except his said Capital Mansion House called *Carhead* and the Demesne Lands usually occupied therewith, or a competent Part thereof, not exceeding the clear yearly Rent or Sum of Four hundred Pounds *per Annum*, and with the usual Powers of Distress and Entry and Perception of the Rents and Profits for

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enforcing the due Payment thereof; and his Will and Mind was, and he did thereby direct, that it should and might be lawful for his said Grandson *William Bradley Wainman*, and every other Person or Persons who should respectively for the Time being be entitled to his said Freehold Manors, Messuages, Lands, Hereditaments, and Premises, or the Receipt of the Rents and Profits thereof by virtue of and under that his Will, after they should be severally in actual Possession or entitled as aforesaid, to charge the same (except as aforesaid), or a competent Part thereof, with a like Jointure in favour of any Woman or Women with whom he or they might intermarry, not exceeding the said yearly Sum of Four hundred Pounds, with such Powers for enforcing the Payment thereof as aforesaid, without Prejudice to the Annuity or yearly Rentcharge of Eight hundred Pounds devised to his Wife *Elizabeth Wainman* as aforesaid; provided also, and his Will and Mind was, and he did thereby direct, that it should and might be lawful for the Person or Persons who should respectively for the Time being be entitled to his said Freehold Manors, Messuages, Lands, Hereditaments, and Premises, or to the Receipt of the Rents and Profits thereof by virtue of and under that his Will, after they should be severally in actual Possession or entitled as aforesaid by any Deed or Deeds, Writing or Writings, to be by them respectively executed and attested in the Presence of Two or more credible Witnesses, and if a Feme Covert or Femes Coverts, notwithstanding her or their Coverture, and without the Concurrence of her or their Husband or Husbands (but subject and without Prejudice as aforesaid), to charge and make chargeable all or any of the said Freehold Manors, Messuages, Lands, Tenements, Hereditaments, and Premises with any Sum or Sums not exceeding the Sum of Fifteen thousand Pounds by way of Portion or Portions or Maintenance of or for such Daughter or Daughters and younger Son and Sons as he, she, or they should respectively have in lawful Wedlock, or any of them, to be payable to such of the said Child or Children, in such Form and Manner, and with such Benefit of Survivorship in the event of any of them being a Son or Sons dying under Age, or being a Daughter or Daughters dying under Age or unmarried, and with Interest by way of Maintenance in the meantime, so nevertheless that the Portions of the Sons respectively should not be vested unless they should live to attain the Age of Twenty-one Years, nor of Daughters unless they attained that Age or should be married; provided always, that his said Estates should not, under and by virtue of the Power therein-before contained for raising Portions, be liable at any One Time to the Payment of more than the Sum of Fifteen thousand Pounds in the whole; and for the better raising such several Portions he thereby authorized, empowered, and directed his said Trustees for the Time being to demise or mortgage any Part of his aforesaid Freehold Manors, Messuages, Lands, Tenements, Hereditaments, and Premises to any Person or Persons

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for any Term or Number of Years; provided also, and he did will and appoint, that it should and might be lawful to and for such Person and Persons respectively as should for the Time being be entitled to the actual Possession of his said Freehold Manors, Messuages, Lands, Hereditaments, and Premises, by virtue of and under that his Will, and every of them and they and every of them should have full Power from Time to Time and as they should severally and respectively be in the actual Possession of the said Manors, Messuages, Lands, Hereditaments, and Premises therein-before limited to them respectively, by Indenture or Indentures under their several and respective Hands and Seals, and if a Feme Covert, notwithstanding her Coverture, and without the Concurrence of her Husband, to lease all or any of the said Manors, Messuages, Lands, Hereditaments, and Premises so to them limited as aforesaid (except his Capital Mansion House called *Carhead* and the Demesne Lands usually occupied therewith) unto any Person or Persons for any Term or Terms not exceeding Eleven Years in possession, and not in reversion or remainder or expectancy, and so as upon every such Lease so to be made be reserved the most and best yearly Rent that could be reasonably had for the same, and so as no Sum of Money or other Thing, by way of Fine, Income, or Foregift, be had or taken for or in respect of such Lease or Leases, and so as none of such Lease or Leases be made dispunishable of Waste; provided nevertheless, and he thereby willed and directed, that from and after all his Debts, Legacies, and his Daughter *Caroline*'s Portion or Fortune of Five thousand Pounds should be fully paid and satisfied, it should and might be lawful to and for his said Trustees for the Time being to contract for and purchase such Real Estate or Estates as they should think fit and deem proper, situate within the Parish of *Kildwick* or Township of *Shipley*, and for that Purpose to levy and raise so much Money as might be necessary for purchasing the same by Sale or Mortgage of such Part or Parts of his Real Estates as should remain unsold after the Payment of his Debts, Legacies, and his Daughter *Caroline*'s Portion or Fortune as aforesaid; and when any Estate or Estates should be so purchased, he willed and directed that the same should be granted and conveyed to his said Trustees for the Time being, and their Heirs, to the same Uses and upon the same Trusts and to and for the same Ends, Intents, and Powers, and under and subject to the same Powers, Provisoes, and Limitations, as were therein-before in that his Will declared, expressed, limited, and contained of and concerning his aforesaid several and Real Estates devised by that his Will, or such of them as should be then subsisting and capable of taking effect; provided always, and his Will was, that his Trustees for the Time being should, in the first place, and in preference to all Payments therein-before directed to be made by them out of the Rents and Profits of his said Real Estates,

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apply a sufficient Part of the annual Rents and Profits of his said Real Estates in paying and discharging all the annual Rents, Taxes, Fines of Renewal, and other necessary Outgoings, as the same should from Time to Time become due, to the Dean and Chapter of the Cathedral Church of *Christ* in *Oxford* for or on account of his Third Part or Share of the Lease of the Rectory and Tithes of the Parish of *Kildwick* by them granted as aforesaid; provided always, and it was his Will and Mind, and he did thereby order and direct, that not any Person or Persons who should ever at any Time thereafter profess Popery or the Popish Religion, or attend Mass, or any Chapel or House or Houses used as such where Mass is said or performed, should ever at any Time thereafter reap, have, enjoy, or derive any Benefit, Advantage, or Emolument whatsoever from, by virtue of, or under any of the several Devises, Bequests, Gifts, Limitations, or Provisoes of that his Will, or any of the Clauses therein contained; provided always, and his Mind and Will was, that in case of the Death of the said *Joshua Field*, *Walker Skirrow*, or *Charles Horsfall Bill*, the Trustees therein-before named, or either of them, or of their declining or becoming incapable to act in the same Trusts, it should and might be lawful, and he thereby directed that the Survivors or Survivor, or others or other of them, should immediately, or within Two Months, with the Consent in Writing of the Person or Persons beneficially entitled for the Time being either to a Life Estate or an Estate of Inheritance in the said Trust Estates, or in case of there being no Person at the Time capable of giving such Consent, then of their own Authority, by Deed or Writing under Hand and Seal, and attested by Two or more credible Witnesses, to nominate and appoint some other fit and proper Person or Persons to be a Trustee or Trustees in the Place of such Trustee or Trustees so dying, or declining or becoming incapable of acting, and so from Time to Time as the Case might occur, which new Trustee or Trustees so to be appointed should have the same Power and Authority in the Trust Premises as the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, or either of them, would have had by virtue of that his Will, or otherwise, in case they had been living or continuing to act; and after providing for the Reimbursement and Indemnity of his Trustees, and giving to his said Daughter *Caroline* the Sum of Five thousand Pounds as a Portion or Fortune to be raised and applied as therein mentioned, and after giving several pecuniary Legacies, he thereby nominated, constituted, and appointed the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill* Executors of that his last Will and Testament, he thereby revoked all former and other Will and Wills by him at any Time theretofore made, and thereby declared that only to be his last Will and Testament: And whereas the said *William Wainman* duly made and executed a First Codicil to his said Will, bearing Date the Twenty-seventh Day of *July* One thousand eight hundred

First Codicil, dated 27th July 1814.

hundred and fourteen, whereby, after reciting that he had made and duly executed his last Will and Testament, dated the Twenty-fourth Day of *March* One thousand eight hundred and fourteen, and that by his said Will he had given, devised, and bequeathed the Sum of Five thousand Pounds unto his daughter *Caroline Wainman* as a Portion or Fortune, to be raised by Sale or Mortgage, or by both those Ways and Means, of all or any Part or Parts of his said Real Estates (except such as were situate, lying, and being in the Parish of *Kildwick* or Township of *Shipley*) in case his Personal Estate should not be sufficient for that Purpose, upon trust as to Four thousand Pounds, Part of the said Portion or Fortune of Five thousand Pounds, in Manner and Form as the same was directed to be raised, limited, and settled in and by his said Will, he did by that Codicil to his said Will direct, authorize, and empower the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, his Trustees in his said Will named, their Heirs and Assigns in case they should judge it right, proper, and more advantageous for and towards the discharging of his Debts and Legacies, and the Payment of his said Daughter *Caroline Wainman*'s Portion or Fortune of Five thousand Pounds, at their Option to raise and levy the same by Sale or Mortgage, or by both those Ways and Means, of all or any Part or Parts of his said Real Estates situate, lying, and being in the Parish of *Kildwick* or Township of *Shipley*, save and except his Capital Mansion House called *Carhead*, with the Buildings, Gardens, and Premises belonging thereto and Demesne Lands usually occupied therewith, and also save and except his other Capital Mansion House called *Shipley Hall*, with the Buildings, Barns, Gardens belonging thereto, the great Pasture *Denbigh Holme*, the *Near Potter Pits*, the Wood, the Field called *Far Potter Pits*; and his Will and Mind was that his said Daughter *Caroline Wainman*'s Portion or Fortune of Five thousand Pounds should be considered and taken as actually due on the Day after his Decease; and he thereby directed that his said Trustees should, out of the Rents, Issues, and Profits of such of his Real Estates as should from Time to Time remain unsold for the Payment of Debts or Legacies, pay to his said Daughter *Caroline Wainman*, and her Assigns, Interest for the same after the Rate of Five Pounds *per Centum* half-yearly, the First Payment to be made Six Months after his Decease, until the said Portion or Fortune of Five thousand Pounds should have been raised, levied, and paid: And whereas the said *William Wainman* duly made and executed a Second Codicil to his said Will, bearing Date the Third Day of *April* One thousand eight hundred and eighteen, whereby he gave and bequeathed the Sum of Six thousand Pounds to his Grandson *William Henry Wray*, and several other Legacies to other Persons therein named, charged in the same Way as the several Legacies given by his said Will: And whereas the said Testator *William Wainman* departed this Life on the Fifth Day of *April* One thousand

Second Codicil, dated 3d April 1818.

thousand eight hundred and eighteen, without having in any Manner altered or revoked his said Will and Codicils further or otherwise than as the same Will was altered or revoked by the said Codicils; and as the said First Codicil was altered or revoked by the Second, and the said Will and Codicils were, on the Nineteenth Day of *June* One thousand eight hundred and eighteen, duly proved in the Prerogative Court of the Archbishop of *York* by the said *Joshua Field* and *Walker Skirrow*: And whereas the said Will and Codicils did not contain any Powers of leasing, or of selling or exchanging, or of making Partition of the said Real Estates other than as herein-before mentioned: And whereas the said Testator's Daughter the said *Caroline Wainman* intermarried with *George Wray*, and died in the said Testator's Lifetime: And whereas the said *Charles Horsfall Bill* never proved the said Will and Codicils, and by a Deed Poll bearing Date the Twelfth Day of *May* One thousand eight hundred and forty-three he renounced and disclaimed the Trusts of the said Will and Codicils: And whereas all the said Testator's Debts and Funeral Expenses, and the Expenses of proving and registering his Will, and all the Legacies given by his Will, have long since been paid and satisfied: And whereas the said Testator *William Wainman* left him surviving his Widow the said *Elizabeth Wainman*, and Five Children only, namely, the said *Richard Bradley Wainman* his eldest Son and Heir-at-Law, *William Wainman*, *Elizabeth* the Wife of the said *Joshua Field*, *Mary Anne* the Wife of the said *Walker Skirrow*, and *Emma* the Wife of the said *Charles Horsfall Bill*, and he also left his Grandson the said *William Henry Wray*, who was the only Child of his said Daughter *Caroline* the Wife of the said *George Wray*; and such Five Children and Grandson were the said Testator's only next of Kin at his Decease: And whereas the said *Elizabeth Wainman* the Widow died on the Thirteenth Day of *October* One thousand eight hundred and twenty-five: And whereas the said *Richard Bradley Wainman* died on the Twenty-fourth Day of *September* One thousand eight hundred and forty-two, leaving the said *William Bradley Wainman*, his only Child, him surviving: And whereas the said *Richard Bradley Wainman*, not having married any other Wife than the one who was living at the Date and Execution of the said Will of the said Testator *William Wainman*, and not having had any other Child or Children than the said *William Bradley Wainman*, had no Occasion to exercise, and accordingly did not exercise, either the Power of jointuring a future Wife, or the Power of charging Portions for younger Children reserved to him by the said Testator's Will as aforesaid: And whereas the said *William Bradley Wainman* intermarried with *Maria Hotham* Spinster, his present Wife, on the Twelfth Day of *April* One thousand eight hundred and thirty-six, in the Lifetime of the said *Richard Bradley Wainman*, and before he the said *William Bradley Wainman* became entitled to the actual Possession of the said Freehold Hereditaments

Probate of Will and Codicils, 19th June 1818.

Indenture, dated 4th April 1836.

ditaments under the said Testator's Will, and by an Indenture of Settlement made previously to and in contemplation of such Marriage, and bearing Date the Fourth Day of *April* One thousand eight hundred and thirty-six, and expressed to be made between the said *Richard Bradley Wainman* of the First Part, the said *William Bradley Wainman* of the Second Part, the said *Maria Hotham* Spinster of the Third Part, Sir *William Hotham* and Sir *Giffin Wilson*, Guardians of said *Maria Hotham*, of the Fourth Part, and *Norcliffe Norcliffe*, of *Langton Hall* near *Malton* in the said County of *York* Esquire, *James Hall*, of *Scorbro'* near *Beverley* in the said County of *York*, Esquire, and *George Hamilton Thompson*, of *Lockington* near *Beverley* aforesaid, Esquire, of the Fifth Part, in consideration of the said then intended Marriage the said *William Bradley Wainman* covenanted with the said *Norcliffe Norcliffe*, *James Hall*, and *George Hamilton Thompson*, their Executors and Administrators, in manner following; (that is to say,) that in case the said then intended Marriage should be solemnized, and the said *Richard Bradley Wainman* should die during the joint Lives of him the said *William Bradley Wainman* and the said *Maria Hotham*, he the said *William Bradley Wainman* should and would, at his own Costs and Charges, immediately after the Decease of the said *Richard Bradley Wainman*, in exercise of the aforesaid Power in that Behalf contained in the therein-recited Will of the said *William Wainman*, well and effectually charge the said Freehold Manors, Lands, Hereditaments, and Premises so devised by the said Will of the said *William Wainman* as therein-before is mentioned, except the said Capital Mansion House called *Carhead* and the Demesne Lands usually occupied therewith, or such Part or Parts of the same Manors, Hereditaments, and Premises as should not have been sold under any of the Trusts or Powers declared or contained by or in the said Will of the said *William Wainman* and the said First Codicil thereto, or either of them, and also all the Manors, Lands, and Hereditaments (if any), which should have been purchased under the Trusts or Direction in that Behalf contained in the same Will as therein-before is mentioned, (but subject and without Prejudice to any Mortgage or Mortgages which might have been made of all or any of the same Premises respectively under any of the Trusts or Powers aforesaid, and to any other Charges, Incumbrances, Trusts, or Powers which, under the said Will and Codicil of the said *William Wainman*, were or ought to have Precedence to any Charge by way of Jointure to be made by him the said *William Bradley Wainman*,) with the Payment of one clear annual Sum or yearly Rentcharge of Four hundred Pounds of lawful Money of the United Kingdom to the said *Maria Hotham* and her Assigns for her Life by way of Jointure, in case she should survive the said *William Bradley Wainman*, with the usual Powers of Distress and Entry and Reception of the Rents and Profits for enforcing the Payment thereof; and further, that in

case

case the said then intended Marriage should take effect, and the said *Richard Bradley Wainman* should die in the Lifetime of him the said *William Bradley Wainman*, he the said *William Bradley Wainman* should and would, at his own Costs and Charges, immediately after the Decease of the said *Richard Bradley Wainman*, so far as he should or might be authorized or enabled so to do under or by virtue of the Power or Authority so as aforesaid given or reserved to him in that Behalf in and by the said in part recited Will of the said *William Wainman* as therein-before is mentioned, and subject and without Prejudice as in the same Will is in that Behalf mentioned, well and effectually charge and make chargeable the said Freehold Manors, Lands, Hereditaments, and Premises so devised by the said Will of the said *William Wainman* as therein-before is mentioned, or such Part or Parts of the same as should not have been sold under any of the Trusts or Powers declared or contained by or in the said Will of the said *William Wainman* and the said first Codicil thereto, or either of them, and also all the Manors, Lands, and Hereditaments, if any, which should have been purchased under the Trusts or Direction in that Behalf contained in the same Will as therein-before is mentioned, but subject and without Prejudice to the said Jointure or yearly Rentcharge so covenanted to be charged in favour of the said *Maria Hotham* for her Life, in case the same should become payable, with the Payment, after the Decease of him the said *William Bradley Wainman*, by way of Portion or Portions or Maintenance of or for the Child or Children of the said *William Bradley Wainman* by the said *Maria Hotham*, other than or besides an eldest or only Son who for the Time being should be the First Tenant in Tail Male under the Limitations contained in the said Will of the said *William Wainman* as therein-before is mentioned, of such Sum of Money and such Interest for the same as therein-after respectively mentioned; (that is to say,) in case there should be only One Child of the said then intended Marriage (other than or besides an eldest or only Son for the Time being entitled as aforesaid), the Sum of Three thousand Pounds of lawful Money of the United Kingdom, with Interest for the same after the Rate of Four Pounds *per Centum per Annum* from the Decease of the said *William Bradley Wainman*, for the Portion and Maintenance of such One Child, and the same Portion to become and be an Interest vested in such Child, being a Son, at his Age of Twenty-one Years, or, being a Daughter, at her Age of Twenty-one Years or Day of Marriage, which should first happen, and to be paid to him or her on or at the same Age, Day, or Time, if the same should happen after the Decease of the said *William Bradley Wainman*, but if the same should happen in his Lifetime then immediately after his Decease, and the Interest of such Portion to be applied in the mean-time for the Maintenance and Education of such Child; and if there should be Two Children of the said then intended Marriage, and not

more, (other than or besides an eldest or only Son for the Time being entitled as aforesaid,) then the Sum of Four thousand Pounds of like lawful Money, with Interest for the same after the Rate aforesaid, computed from the Decease of the said *William Bradley Wainman*, for the Portions and Maintenance of such Two Children, and if there should be Three or more Children of the said intended Marriage other than or besides an eldest or only Son for the Time being entitled as aforesaid, then the Sum of Six thousand Pounds of like lawful Money, with Interest for the same after the Rate aforesaid, computed from the Decease of the said *William Bradley Wainman*, for the Portions of such Three or more Children, the said Sum of Four thousand Pounds or Six thousand Pounds, (as the Event should happen,) and the Interest thereof, to be paid and divided (as to the Principal) unto or between or amongst the Children for whom the same was so to be provided as aforesaid, and, as to the Interest, to be applied for the Maintenance of the same Children respectively in such Shares and Proportions, and in such Manner and Form, and with such Benefit of Survivorship in the event of any of them, being a Son or Sons, dying under Age, or being a Daughter or Daughters, dying under Age or unmarried, (so nevertheless as that the Portions of the Sons respectively should not be vested unless they lived to attain the Age of Twenty-one Years, nor of Daughters unless they lived to attain that Age or have been married,) as the said *William Bradley Wainman* should by any Deed or Deeds, or Writing or Writings, with or without Power of Revocation and new Appointment, to be by him executed in the Presence of and to be attested by Two or more credible Witnesses, from Time to Time direct or appoint, and in default of such Direction or Appointment, or so far as no such Direction or Appointment should extend, the said Sum of Four thousand Pounds or Six thousand Pounds (as the Event should happen) to be shared and divided between or amongst the Children entitled thereto respectively in equal Shares and Proportions, the Share or Shares of such of them as should be a Son or Sons to be an Interest vested or Interests vested in him or them respectively at his or their Age or respective Ages of Twenty-one Years, and the Share or Shares of such of them as should be a Daughter or Daughters to be an Interest vested or Interests vested in her or them respectively at her or their Age or respective Ages of Twenty-one Years or Day or respective Days of Marriage (which should first happen), and to be paid to him, her, or them respectively on or at the same Ages, Days, or Times respectively if the same respectively should happen after the Decease of the said *William Bradley Wainman*, but if the same should happen during the Lifetime of the said *William Bradley Wainman* then immediately after his Decease, but (in default of any such Direction or Appointment as aforesaid to the contrary) no Child taking any Part of the said Sum of Four thousand Pounds or Six thousand Pounds

Pounds (as the Event should happen), under or by virture of any Direction or Appointment to be made by the said *William Bradley Wainman* in pursuance of the aforesaid Power or Authority in that Behalf, should have or be entitled to any Share of or in that Part of the said Sum of Four thousand Pounds or Six thousand Pounds (as the Event should happen) of which no such Direction or Appointment should be made, without bringing his or her appointed Share or Shares into Hotchpot and accounting for the same accordingly; and if there should be more than One such Child for whom Portions were so to be provided as aforesaid, and any of them being a Son or Sons should depart this Life, or become an eldest or only Son so for the Time being entitled as aforesaid under the Age of Twenty-one Years, or being a Daughter or Daughters should depart this Life under the Age of Twenty-one Years without being or having been married, then (in case no such Direction or Appointment as aforesaid should be made by the said *William Bradley Wainman* to the contrary) as well the Share originally provided as the Share or Shares by virtue of the now reciting Clause or Proviso surviving or accruing to each such Son so dying, or becoming an eldest or only Son so for the Time being entitled as aforesaid, and to each such Daughter as aforesaid, to go, accrue, and belong to the Survivors or Survivor, or others or other of such Children (not being an eldest or only Son for the Time being entitled as aforesaid), and to vest in and be paid to him, her, or them, if more than One, in equal Parts, Shares, and Proportions, at such and the same Time or Times and in such and the same Manner as is therein-before expressed touching or concerning his, her, or their original Portion or Portions, or as near thereto as Circumstances would admit, and with a Proviso that the Daughters and younger Sons of the said *William Bradley Wainman* by the said *Maria Hotham*, or any of them, should not by Survivorship or otherwise be entitled to have any greater Sum of Money for their, his, or her respective Portion or Portions than are or is therein-after mentioned; (that is to say,) if Three or more Children should become entitled to Portions by virtue of any such Appointment as aforesaid or otherwise then the Sum of Six thousand Pounds for the Portions of such Three or more Children, and if Two Children and no more should become entitled to Portions by virtue of any such Appointment or otherwise, then the Sum of Four thousand Pounds for the Portions of such Two Children, and if One Child and no more should become entitled to a Portion by virtue of any such Appointment as aforesaid or otherwise then the Sum of Three thousand Pounds for the Portion of such One Child; and in default of such Direction or Appointment as aforesaid to the contrary, the Interest for the expectant Portion or Portions for the Time being of any such Child or Children respectively to be applied for his, her, or their Maintenance and Education respectively until such Portions or Portion respectively should become vested and payable:

And

Indenture, dated 24th April 1843.

And whereas by an Indenture bearing Date the Twenty-fourth Day of *April* One thousand eight hundred and forty-three (indorsed upon the lastly herein-before recited Indenture of Settlement), and expressed to be made between the said *William Bradley Wainman* of the First Part, *Maria Wainman* the Wife of the said *William Bradley Wainman*, and named in the therein within-written Indenture *Maria Hotham*, of the Second Part, and the said *Norcliffe Norcliffe*, *James Hall*, and *George Hamilton Thompson* of the Third Part, after reciting that the said Marriage between the said *William Bradley Wainman* and *Maria Hotham* was solemnized on the Twelfth Day of *April* One thousand eight hundred and thirty-six, and that there had been Issue of such Marriage Two Children, namely, *Rosamond Wainman* and *Mary Amelia Wainman*, and that the said *Richard Bradley Wainman* departed this Life on or about the Twenty-fourth Day of *September* One thousand eight hundred and forty-two, it was witnessed that in pursuance and performance of the Covenant in that Behalf contained in the therein within-written Indenture, and pursuant to and by force and virtue and in exercise and execution of the Powers or Authority in and by the therein within-recited Will of the said *William Wainman* to him the said *William Bradley Wainman* for that Purpose given, as therein within mentioned, and of every or any other Power or Authority in anywise enabling him in that Behalf, he the said *William Bradley Wainman* did by the now reciting Indenture limit and appoint to the Use of and unto the said *Maria Wainman* and her Assigns for her natural Life, in case she should survive him the said *William Bradley Wainman*, an annual Sum or yearly Rentcharge of Four hundred Pounds, to be issuing and payable out of and charged and chargeable upon all and singular the Freehold Manors, Lands, Hereditaments, and Premises so devised by the said Will of the said *William Wainman* as therein within is mentioned (except the therein within-mentioned Capital Mansion House called *Carhead* and the Demesne Lands usually occupied therewith), or such Part or Parts of the same Manors, Lands, Hereditaments, and Premises as had not been sold under the Trusts or Powers declared or contained by or in the said Will of the said *William Wainman*, and the therein within-mentioned First Codicil thereto, or either of them, and also all the Manors, Lands, and Hereditaments which had been purchased under the Trusts or Direction in that Behalf contained in the same Will as therein within is mentioned, but subject and without Prejudice to any Charges, Incumbrances, Trusts, or Powers which, under the said Will and Codicil of the said *William Wainman*, were or ought to have Precedence to the Charge therein-before made or expressed and intended so to be, for the Jointure of the said *Maria Wainman*, and to be in full Satisfaction and Bar of Dower and Freebench, which at Common Law, by Custom, by Statute, or otherwise, she might have claimed or demanded in or out of all or any Lands or Hereditaments whatsoever

whatsoever of or to which he the said *William Bradley Wainman* then was or during the then present Coverture the said *William Bradley Wainman* had been or should be seised or entitled for an Estate of Inheritance or any other Estate to which Dower or Free-bench was incident, and to be paid by equal quarterly Payments in every Year, without any Deduction or Abatement whatsoever, the First quarterly Payment of the said annual Sum or yearly Rentcharge of Four hundred Pounds to be made at the End of Three Calendar Months next after the Decease of the said *William Bradley Wainman*, and each subsequent quarterly Payment to be made at the End of Three Calendar Months from the next preceding quarterly Payment, together with such Powers for the said *Maria Wainman* to distrain upon and enter into the Perception of the Rents and Profits of the said Hereditaments thereby charged in case of Nonpayment of her said Jointure as therein contained; and it was also witnessed that, in pursuance and performance of the Covenant in that Behalf contained in the therein within-written Indenture, and pursuant to and by force and virtue, and in exercise and execution of the Power or Authority in and by the therein within-recited Will of the said *William Wainman* for that Purpose given as therein within mentioned, and of every or any other Power or Authority in anywise enabling him in that Behalf, he the said *William Bradley Wainman* did, by the now reciting Deed or Writing, signed, sealed, and delivered by him in the Presence of and attested by Two credible Witnesses, charge and make chargeable all and singular the Freehold Manors, Lands, and Hereditaments devised by the said Will of the said *William Wainman* as therein within mentioned, except such Part or Parts of the same as had been sold under any of the Trusts or Powers declared or contained by or in the said Will of the said *William Wainman* and the said First Codicil thereto, or either of them, and also all the Manors, Lands, and Hereditaments, if any, which had been purchased under the Trusts or Directions in that Behalf contained in the same Will, but subject and without Prejudice to the said Jointure or yearly Rentcharge therein-before charged as aforesaid with the Payment, after the Decease of the said *William Bradley Wainman*, by way of Portions and Maintenance of or for the Children of the said *William Bradley Wainman* by the said *Maria Wainman*, other than or besides an eldest or only Son, who for the Time being should be the First Tenant in Tail Male under the Limitations contained in the said Will of the said *William Wainman* deceased, as therein within mentioned, of such Sum of Money and such Interest for the same as therein-after respectively mentioned; (that is to say,) in case there should not be any Child thereafter born of the said *William Bradley Wainman* on the Body of the said *Maria Wainman* to be begotten (other than or besides an eldest or only Son so for the Time being entitled as aforesaid), the Sum of Four thousand Pounds of lawful Money of the

United Kingdom, with Interest for the same after the Rate of Four Pounds *per Centum per Annum* from the Decease of the said *William Bradley Wainman*, for the Portions and Maintenance of the said Two Children; but if there should be any such Child or Children (other than or besides as aforesaid) thereafter born, then the Sum of Six thousand Pounds of like lawful Money, with Interest for the same after the Rate aforesaid from the Decease of the said *William Bradley Wainman*, the said Sum of Four thousand Pounds or Six thousand Pounds (as the Event should happen), and the Interest thereof, to be paid and divided amongst and applied for the Benefit of such Children in the Manner therein particularly mentioned: And whereas by another Indenture, bearing Date the Eighteenth Day of *July* One thousand eight hundred and forty-eight, and expressed to be made between the same Persons as are Parties to the last-recited Indenture of the Twenty-fourth Day of *April* One thousand eight hundred and forty-three, after reciting the said Will of the said Testator *William Wainman*, and the aforesaid Indenture of Settlement of the Fourth Day of *April* One thousand eight hundred and thirty-six; and reciting that the said *Richard Bradley Wainman* had departed this Life; and reciting that in pursuance of the Powers and Authorities contained in an Act of Parliament made and passed in the Eighth Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for making a Railway from* Leeds *to* Bradford, *with a Branch to the* North Midland *Railway*, the said Railway Company having required for the Purposes of the said Act certain Lands, Tenements, and Hereditaments devised by the said Will of the said *William Wainman* deceased, the said *William Bradley Wainman* agreed to sell the same to the said Company, and that, pursuant to the Provisions contained in the said Act of Parliament, the Sum of Three thousand seven hundred Pounds, the Purchase Money for the same, was paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to the Credit of the Matter "*exparte* the *Leeds and Bradford* Railway Company;" and reciting that, by an Indenture bearing Date the Eleventh Day of *August* One thousand eight hundred and forty-six, and made between *John Benson Sedgwick* Esquire and *Sarah Hannah* his Wife of the First Part, *Ann Sedgwick* of the Second Part, the said *William Bradley Wainman* of the Third Part, and the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill* of the Fourth Part, in consideration of Two thousand and fifty Pounds (being the Produce of the Sale of Part of the Sum of Three thousand and ninety-five Pounds and Threepence Three Pounds *per Cent.* Bank Annuities, in which the aforesaid Sum of Three thousand seven hundred Pounds had been invested) paid pursuant to an Order of the said Court to the said *John Benson Sedgwick*, a certain Freehold Estate, consisting of a Messuage, Barn, Stable, and Mistal, and several Closes of Land, commonly called the *Leys*, situate at *Glusburn* in the

Indenture dated 18th July 1848.

Parish

Parish of *Kildwick* in the County of *York*, conveyed and assured unto the said *Joshua Field*, *Walker Skirrow*, and *Charles Horsfall Bill*, and their Heirs, (subject to the usual and accustomed Suit and Service to the Lord of the Manor of *Glusburn* for the Time being for ever,) to such and the same Uses, upon such and the same Trusts, and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Declarations, Limitations, and Agreements as under and by virtue of the said Will of the said *William Wainman* deceased would have subsisted or been capable of taking effect or being exercised of and concerning the Lands, Tenements, and Hereditaments so sold unto or for the Purposes of the said *Leeds and Bradford* Railway Company as aforesaid, in case the Sale and Conveyance of such last-mentioned Lands, Tenements, and Hereditaments had not been made; and reciting that under and by virtue of the Provisions of the aforesaid Act of Parliament, and of another Act passed in the Ninth Year of the Reign of Her present Majesty, intituled *An Act for enabling the* Leeds and Bradford *Railway Company to make a Railway from* Shipley *to* Colne, *with a Branch to* Haworth, certain other Lands, Buildings, and Hereditaments situate in the Township of *Shipley* aforesaid, then late of the said *William Wainman* deceased, not forming any Part of the Lands and Buildings specifically devised by him to his said Wife and Daughter as aforesaid, but forming Part of the residuary Estates devised to his said Trustees in manner aforesaid, and then belonging to the said *William Bradley Wainman* for his Life, under the aforesaid Limitations contained in the said Will, were sold to the said *Leeds and Bradford* Railway Company for the Purposes of their said Railway for the Sum of Fifteen thousand eight hundred Pounds; and reciting that, under the Provisions of the said Acts and of other Acts of Parliament in that Behalf, the said *Leeds and Bradford* Railway Company did, on the First Day of *June* One thousand eight hundred and forty-seven, pay into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, the Sum of Four thousand five hundred Pounds, Part of the said Sum of Fifteen thousand eight hundred Pounds, and that the said Sum of Four thousand five hundred Pounds was then standing at the Bank in the Name of the said Accountant General, to the Credit "*exparte* the *Leeds and Bradford* Railway Company;" and reciting that by an Indenture bearing Date the Seventh Day of *August* One thousand eight hundred and forty-seven, and made between the said *William Bradley Wainman* of the First Part, *Richard Caton*, *William Murgatroyd*, and *Thomas Aked* of the Second Part, and the said *Joshua Field* and *Walker Skirrow* of the Third Part, in consideration of Four thousand Pounds (Part of the aforesaid Sum of Four thousand five hundred Pounds Cash in the Bank to the Credit of "*ex parte* the *Leeds and Bradford* Railway Company")

Company") paid by the said Accountant General, pursuant to an Order of the said Court, to the said *Richard Caton*, *William Murgatroyd*, and *Thomas Aked*, a certain Freehold Estate situate at *Kildwick* aforesaid, and called *Lumb Mill Farm*, with the Appurtenances, was conveyed and assured unto and to the Use of the said *Joshua Field* and *Walker Skirrow*, their Heirs and Assigns, for ever; but nevertheless, and it was thereby declared, that the said *Joshua Field* and *Walker Skirrow*, their Heirs and Assigns, should stand seised of the said Estate and Hereditaments thereby conveyed or intended so to be, with their Appurtenances, to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, and Declarations, and charged and chargeable with such Sums of Money, as were in and by the said Will and Codicils of the said *William Wainman* deceased declared, contained, and charged respectively of, concerning, and upon the said Lands and Buildings sold and conveyed to the said *Leeds and Bradford* Railway Company as aforesaid, and as such last-mentioned Lands and Buildings would, but for the Conveyance thereof to the said Company, then stand settled upon and subject to; and reciting that the Residue of the Moneys arising from the aforesaid Sales to the *Leeds and Bradford* Railway Company was then owing by the said Company, and that no legal Conveyance or Assurance of the Lands and Hereditaments agreed to be purchased by the said Company had up to that Time been then made or executed; and also reciting that the said *William Bradley Wainman* had Two Daughters by his said Wife, both of whom were then living; it is witnessed that the said *William Bradley Wainman*, in exercise and execution of the Power or Authority to him for that Purpose given or reserved by the said therein-recited Will of the said *William Wainman* deceased, and by force and virtue thereof, and of every other Power, Right, or Authority in anywise enabling him in that Behalf, and in pursuance and performance of his Covenant contained in the therein-recited Indenture of the Fourth Day of *April* One thousand eight hundred and thirty-six, and for the Purpose of making a Provision for the said *Maria Wainman* in case she should happen to survive him, did thereby grant, limit, and appoint unto the said *Maria* the Wife of him the said *William Bradley Wainman*, and her Assigns, during the Term of her natural Life, in case she should survive him the said *William Bradley Wainman*, One clear annual Sum or yearly Rentcharge of Four hundred Pounds of lawful *British* Money, to be yearly issuing, arising, and payable out of and charged and chargeable upon all the Freehold Manors, Messuages, Lands, Tenements, Hereditaments, and Premises devised by the said therein-recited Will of the said *William Wainman* deceased, (except the Capital Mansion House called *Carhead* and the Demesne Lands usually occupied therewith, and except

such

such Part or Parts of the same Manors, Hereditaments, and Premises, if any, as had been sold under any of the Trusts or Powers declared or contained by or in the said therein-recited Will of the said *William Wainman* and the said First Codicil thereto, or either of them, and also except the Lands, Tenements, and Hereditaments which had been sold or contracted to be sold to the *Leeds and Bradford* Railway Company and to the *Lancashire and Yorkshire* Railway Company,) and also out of or upon all that Estate called the *Leys* in *Glusburn* in the Parish of *Kildwick* aforesaid, and mentioned or comprised in the therein-before recited Indenture of the Eleventh Day of *August* One thousand eight hundred and forty-six, and thereby conveyed or assured or expressed or intended so to be; and also all that Estate called *Lumb Mill Farm* situate at *Kildwick* aforesaid, and mentioned or comprised in the therein-before recited Indenture of the Seventh Day of *August* One thousand eight hundred and forty-seven, and thereby conveyed or assured or expressed or intended so to be, and also all other the Manors, Lands, and Hereditaments, if any, which have been or should be purchased under the Trusts or Direction in that Behalf contained in the said therein recited Will of the said *William Wainman*, or in the Purchase whereof the Moneys produced or to be produced by Sale of such of the Freehold Lands and Hereditaments devised by the same Will as had been sold or agreed to be sold to the said Railway Companies respectively, or any Part of the same Moneys, were, was, or should be invested, together with their and every of their Appurtenances, and also out of and upon the last-mentioned Moneys, and the Stocks, Funds, or Securities in or upon which the same were or should be invested in the meantime and until the same should be invested in such Purchase as aforesaid, and the Dividends, Interest, and annual Produce thereof, but subject and without Prejudice to any Mortgage or Mortgages which might have been made of all or any of the said Manors, Lands, and Hereditaments under any of the Trusts or Powers contained in the said therein recited Will of the said *William Wainman*, and to any other Charges, Encumbrances, Trusts, or Powers, which under his said therein recited Will and Codicils had or ought to have Precedence to any Charge by way of Jointure to be made by the said *William Bradley Wainman*, such annual Sum or yearly Rentcharge of Four hundred Pounds to be paid to the said *Maria Wainman*, or her Assigns, by equal half-yearly Payments on the First Day of *January* and the First Day of *July* in each and every Year, free from Taxes (except the Income Tax, if any such there should be), and without any other Deduction whatsoever, the First half-yearly Payment thereof to begin and be made on such of the said Days as should first happen after the Decease of the said *William Bradley Wainman*; and he the said *William Bradley Wainman* did thereby charge and make liable all the Hereditaments and Premises out of which the said annual Sum or

yearly Rentcharge was therein-before declared to issue and arise, with and to the Payment thereof to the said *Maria Wainman* accordingly; and the said Indenture contained Powers of Distress and Entry for recovering the said annual Sum or yearly Rentcharge as therein mentioned; and it is further witnessed that the said *William Bradley Wainman*, in exercise and execution of the Power or Authority to him for that Purpose given or reserved by the said therein recited Will of the said *William Wainman* deceased, and by force and virtue thereof, and of every other Power, Right, and Authority in anywise enabling him in that Behalf, and in pursuance and performance of his Covenant, contained in the said therein recited Settlement, did, by the now stating Deed by him executed and attested in the Presence of Two credible Witnesses (but subject and without Prejudice as aforesaid); and also subject and without Prejudice to the said Jointure or yearly Rentcharge therein-before charged in favour of the said *Maria Wainman* for her Life, in case the same should become payable, charge and make chargeable all the Freehold Manors, Messuages, Lands, Tenements, Hereditaments, and Premises devised by the said therein recited Will of the said *William Wainman* deceased, (except such Part or Parts thereof, if any, as had been sold under any of the Trusts or Powers declared or contained by or in the same Will and the said First Codicil thereto, or either of them, and also except the Lands, Tenements, and Hereditaments which had been sold or contracted to be sold to the said several Railway Companies,) and also all the Estates and Hereditaments respectively mentioned or comprised in the said therein recited Indentures of the Eleventh Day of *August* One thousand eight hundred and forty-six and the Seventh Day of *August* One thousand eight hundred and forty-seven, and thereby respectively conveyed or assured or intended so to be, and also all other the Manors, Lands, and Hereditaments (if any) which had been or should be purchased under the Trusts or Direction in that Behalf contained in the said therein recited Will of the said *William Wainman*, or in the Purchase whereof the Moneys produced or to be produced by Sale of such of the Freehold Lands and Hereditaments devised by the same Will as had been sold or agreed to be sold to the said Company, or any Part of the same Moneys, were, was, or should be invested, together with their and every of their Appurtenances, and also all the same Moneys, and the Stocks, Funds, and Securities in or upon which the same were or should be invested in the meantime and until the same should be invested in such Purchase as aforesaid, and the Dividends, Interest, and annual Produce thereof, with the Payment, after the Decease of him the said *William Bradley Wainman*, by way of Portion or Portions or Maintenance of or for the Child or Children of him the said *William Bradley Wainman* by the said *Maria Wainman* (other than or besides an eldest or only Son, who for the Time being should be the First Tenant in Tail Male, under the Limitations contained

tained in the said therein recited Will of the said *William Wainman* as therein-before mentioned), of such Sum of Money and such Interest for the same as therein-after respectively mentioned; (that is to say,) if there should be Two Children of the said *William Bradley Wainman* by the said *Maria* his Wife, and not more, (other than or besides an eldest or only Son for the Time being entitled as aforesaid,) then the Sum of Four thousand Pounds of lawful Money of the United Kingdom, with Interest for the same after the Rate of Four Pounds *per Centum per Annum* computed from the Decease of the said *William Bradley Wainman*, for the Portions and Maintenance of such Two Children; and if there should be Three or more Children of the said *William Bradley Wainman* by the said *Maria* his Wife (other than or besides an eldest or only Son for the Time being entitled as aforesaid), then the Sum of Six thousand Pounds of like lawful Money, with Interest for the same after the Rate aforesaid, computed from the Decease of the said *William Bradley Wainman*, for the Portions of such Three or more Children, the said Sum of Four thousand Pounds or Six thousand Pounds (as the Event should happen), and the Interest thereof, to be paid and divided, as to the Principal, unto or between or amongst the Children, and, as to the Interest, to be applied for their Maintenance in such Shares and Proportions, and in such Manner and Form, and with such Benefit of Survivorship in the event of any of them being a Son or Sons dying under Age, or being a Daughter or Daughters dying under Age or unmarried, as the said *William Bradley Wainman* should, in manner specified in the therein-before recited Indenture of the Fourth Day of *April* One thousand eight hundred and thirty-six, (but subject to the like Restriction with regard to the vesting of Portions as therein expressed,) direct or appoint, and in default of Appointment to be shared, divided, vested, and payable as therein mentioned, and to be subject to the like Provisions for bringing appointed Shares into Hotchpot, and for Survivorship and Accruer, and for restricting the total Amount to which the Child or Children by Survivorship or otherwise might become entitled, and for the Maintenance and Education of the Children, and to all such other Provisions as are in the last-mentioned Indenture declared and contained concerning the Sums of Money and Interest thereby covenanted to be charged for Portions and Maintenance, in like Manner as if the same Provisions were repeated in the now stating Indenture; and to the Intent that the Sums of Money and Interest so covenanted to be charged should (so far as such Charges were capable of arising or taking effect) be effectually charged and made payable by the now stating Indenture, in manner provided by the same Indenture of the Fourth Day of *April* One thousand eight hundred and thirty-six, and according to the true Intent and Meaning thereof, and that the now stating Indenture should be a full, true, and complete Performance and Satisfaction of such Covenant, but such Indenture of the Eighteenth Day of

of *July* One thousand eight hundred and forty-eight was executed under a Misapprehension and Mistake, and in Forgetfulness at the Time that the aforesaid Indenture of the Twenty-fourth Day of *April* One thousand eight hundred and forty-three had already been executed: And whereas the said *William Bradley Wainman* is the Heir-at-Law of the said Testator *William Wainman* and the present equitable Tenant for Life of the said Testator's Freehold Estates under the aforesaid Trusts and Limitations thereof contained in his said Will: And whereas the said *William Bradley Wainman* has had Five Children, and no more, (namely, *Rosamond Wainman*, who died an Infant, and unmarried, on the Thirty-first Day of *December* One thousand eight hundred and forty-six, *Mary Amelia Wainman*, *Richard Francis Wainman* his eldest Son, who died on the Seventeenth Day of *February* One thousand eight hundred and forty-five, an Infant under the Age of Twenty-one Years and unmarried; *Edith Wainman*, and *Alverey Wainman*, who died on the Twenty-seventh Day of *August* One thousand eight hundred and fifty-three, an Infant under the Age of Twenty-one Years, and unmarried; and the said *Mary Amelia Wainman* and *Edith Wainman* are respectively Infants under the Age of Twenty-one Years, and are the only Children now living of the said *William Bradley Wainman*, and are the First equitable Tenants in Tail General of the said Testator's Freehold Estates, under the aforesaid Trusts and Limitations contained in his said Will, in remainder immediately expectant upon the Decease of the said *William Bradley Wainman* without having another Son: And whereas the said *William Wainman* the Son of the said Testator *William Wainman* intermarried on or about the Seventh Day of *April* One thousand eight hundred and twenty-eight with *Jane Atkinson*, and died on the Thirteenth Day of *April* One thousand eight hundred and fifty, leaving his eldest Son *William Wainman* (herein-after called *William Wainman* the Grandson) him surviving, who has attained the Age of Twenty-one Years: And whereas by a Decree, bearing Date the Twelfth Day of *May* One thousand eight hundred and fifty-four, made by the High Court of Chancery, in a certain Cause wherein the said *William Bradley Wainman* was Plaintiff and the said *Joshua Field* and *Elizabeth* his Wife, *Walker Skirrow*, *Charles Horsfall Bill* and *Emma* his Wife, *William Wainman* the Grandson, *William Henry Wray*, *Jane Wainman* Widow, *Thomas Atkinson*, *Mary Amelia Wainman* and *Edith Wainman*, and *Matthew Wilson* (the Trustee of the Testator's One Third Part or Share of the Rectory and Tithes of *Kildwick* Parish) were Defendants, it was declared that the Trusts in and by the Will of the said *William Wainman* the Testator in the Pleadings mentioned, contained, and declared of and concerning his Leasehold Messuages, Lands, and Tenements, together with his One Third Part or Share of the Rectory and Tithes of *Kildwick* Parish, held under the Dean and Chapter of the Cathedral Church of *Christ*

Decree of Court of Chancery, dated 12th May 1854.

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in *Oxford*, were valid for the Life of the said *Richard Bradley Wainman* deceased and the Life of the said *William Bradley Wainman*, and were void so far as the same were intended to take effect from and after the Death of the said *Richard Bradley Wainman* and the Death of the said *William Bradley Wainman*, and that so far as such Trusts were thereby declared to be void the said Leasehold Messuages, Lands, and Tenements, together with the said One Third Part or Share of the Rectory and Tithes of *Kildwick* Parish aforesaid, belonged to the said Testator's Widow and next of Kin living at his Decease, according to the Custom of the Province of *York*, and it appearing that the said *Charles Horsfall Bill* had disclaimed the Trusts of the said Testator's Will and Codicils, and that the said *Walker Skirrow* was desirous to retire from the Trust thereof, an Inquiry was directed what the Trust Property then consisted of, and it was ordered that *Matthew Wilson* the younger, of *Eshton Hall*, *Gargrave* in the County of *York*, Esquire, and *Philip Saltmarshe*, of *Saltmarsh Howden* in the same County, Esquire, should be appointed Trustees of the said Will and Codicils in the Room of the said *Charles Horsfall Bill* and *Walker Skirrow*; but it was ordered that the Conveyance and Assignment of the Trust Estates of the said Testator by the said *Joshua Field* and *Walker Skirrow* unto the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, upon the subsisting Trusts of the said Will and Codicils, should be postponed until after the Inquiries thereby directed had been made, and the said Court adjourned the further Consideration and subsequent Costs of the Suit: And whereas, in pursuance of such Decree, the Judge's Chief Clerk made his Certificate, bearing Date the First Day of *May* One thousand eight hundred and fifty-five, and which was approved on the Seventh and filed on the Ninth Day of *May* One thousand eight hundred and fifty-five, and thereby certified that the Trust Estates and Property of the said Testator *William Wainman*, so far as respected his Real Estates, consisted of the Particulars set forth in the First Part of the Second Schedule to the said Certificate, and also of the Investments in Lands, the Particulars of which were set forth in the Second Part of the Third Schedule to the said Certificate: And whereas the First Part of the Second Schedule to such Certificate included by Mistake *Gill Farm*, containing Eleven Acres and Twenty-three Perches, and the Dwelling House, and *Baildon Croft*, containing One Acre Two Roods and Ten Perches respectively, situate in *Cowling* in the said County of *York*, which did not form Part of the Real Estates of the said Testator *William Wainman*: And whereas by an Order of the said Court of Chancery, made upon the Hearing of the said Cause, on further Consideration, on the Twenty-third Day of *June* One thousand eight hundred and fifty-five, it was ordered that the Real Estates of the said Testator *William Wainman* remaining unsold, and consisting of the Particulars set forth in the First

Certificate of Judge'sChief Clerk, dated 1st May 1855.

Order of Court, dated 23d June 1855.

First Part of the Second Schedule to the said Chief Clerk's Certificate, and also the Real Estates purchased since the Decease of the said Testator, the Particulars of which were set forth in the Second Part of the Third Schedule to the said Chief Clerk's Certificate, should be vested in the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, and their Heirs, to and upon the Uses and Trusts nevertheless declared and contained of and concerning the said Testator's Real Estates by and in his said Will, or such of them as were then subsisting: And whereas the Real Estates now subject to the Trusts and Limitations of the said Testator's Will consist of the same Particulars as those contained in the aforesaid First Part of the Second Schedule, and in the aforesaid Second Part of the Third Schedule to the said Chief Clerk's Certificate, except the said *Gill Farm* and Dwelling House and *Baildon Croft*, included by Mistake as aforesaid in the First Part of the Second Schedule to the said Certificate: And whereas such Real Estates are set out and described in the Two Schedules to this Act: And whereas the Real Estates set out and described in the Third Part of the First Schedule to this Act are situate in divers Townships and Parishes in the said County of *York* and County Palatine of *Lancaster*, and are of very considerable Value, and are conveniently situated and well adapted for building upon, and are capable of other Improvements, and it will be of great Advantage to the Persons beneficially interested or to become beneficially interested in the same Estates, under the Trusts and Limitations of the said Testator's Will, that Powers should be given to grant Leases at Rackrent for a longer Term than Eleven Years, and building and improving Leases of the same Estates; and also to sell and exchange and make Partition of the same Estates, and invest the Moneys to arise from such Sales or to be received for Equality of Exchange or Partition, in the Purchase of or Exchange for other Estates to be situate in *England*, *Wales*, or *Ireland*, to be settled upon the same Trusts, and for other Purposes as herein-after enacted: And whereas it will also be of great Advantage to the Persons beneficially interested or to become beneficially interested, under the Trusts and Limitations of the said Testator's Will, in the Real Estates set out and described in the Second Part of the First Schedule and in the Second Schedule to this Act, that Powers should be given to grant Leases thereof at Rackrent, for any Term or Terms of Years not exceeding Twenty-one Years: And whereas there are some Funds and Moneys which arose from the Sale of Parts of the said Testator's Real Estates to Railway and other Companies, and which are subject to be laid out in the Purchase of Real Estates, to be settled upon the same Trusts as the Hereditaments from the Sale whereof such Moneys arose; and there may now or hereafter be other Moneys, subject to be laid out in like Manner, arising or to arise from other Parts of such Estates taken by or sold

to or hereafter to be taken by or sold to the same or other Railway or other Companies; and it is desirable that the Provisions of this Act should be extended to such Estates: And whereas the several Objects aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Joshua Field*, *Matthew Wilson* the younger, *Philip Saltmarshe*, *William Bradley Wainman* and *Maria* his Wife, *Norcliffe Norcliffe*, *James Hall*, and *George Hamilton Thompson*, and the said *William Bradley Wainman* on behalf of his said infant Daughters the said *Mary Amelia Wainman* and *Edith Wainman*, and the said *William Wainman* the Grandson, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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, as follows; to wit,

Power for the Trustees to grant Leases for Twenty-one Years.

I. That it shall be lawful for the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or the Trustees or Trustee for the Time being of the said Will of the said Testator *William Wainman*, at any Time during the Life of the said *William Bradley Wainman*, but with his Consent in Writing, and also at any Time after his Decease, and during the Minority or respective Minorities of any Person or Persons who under or by virtue of the Trusts and Limitations contained in the same Will or this Act shall be beneficially entitled in Tail Male or Tail General to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, in the Discretion of the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or the Trustees or Trustee for the Time being of the said Will, from Time to Time by any Deed or Deeds, Instrument or Instruments, in Writing, to be by them, him, or her respectively sealed and delivered in the Presence of and attested by two or more Witnesses, to demise or lease the Hereditaments comprised in the Schedules annexed to this Act, except the Hereditaments comprised in the First Part of the First Schedule to this Act, or any Part or Parts thereof, and all other the Hereditaments for the Time being subject to the Trusts and Limitations of the said Will of the said Testator *William Wainman* deceased, except the Hereditaments comprised in the First Part of the said First Schedule to this Act, or any Part or Parts thereof, and also in any Case in which the Entirety of any Hereditaments hereby authorized to be demised or leased shall not be so comprised or subject as aforesaid, to concur with the Person or Persons for the Time being entitled or enabled to demise or lease the other Share or Shares in such Hereditaments, in demising

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or leasing the same or any Part thereof unto any Person or Persons for any Term or Number of Years, not exceeding Twenty-one Years, to take effect in possession, and not in reversion, at the best or most improved yearly Rent or Rents that can be reasonably gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so that there be contained in every such Demise or Lease a Condition for Re-entry on Nonpayment of the Rent or Rents to be thereby reserved at such Time or Times after the same shall become due as shall be thought proper, and also a Covenant from the Lessee or Lessees for Payment of the Rent or Rents to be thereby reserved, and so that the Lessee or Lessees be not made dispunishable for Waste, and do execute a Counterpart or Counterparts thereof.

Power for the Trustees to grant Building or Repairing Leases for Ninety-nine Years.

II. That it shall be lawful for the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or the Trustees or Trustee for the Time being of the said Will of the said Testator *William Wainman*, at any Time during the Life of the said *William Bradley Wainman*, but with his Consent in Writing, and also at any Time after his decease, and during the Minority or respective Minorities of any Person or Persons who, under or by virtue of the Trusts and Limitations contained in the same Will or this Act, shall be beneficially entitled in Tail Male or Tail General to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, in the Discretion of the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or the Trustees and Trustee for the Time being of the said Will, from Time to Time by any Deed or Deeds, Instrument or Instruments, in Writing, to be by them, him, or her respectively sealed and delivered in the Presence of and attested by Two or more Witnesses, to demise or lease the Hereditaments comprised in the Third Part of the First Schedule annexed to this Act, or any Part or Parts thereof, and also in every Case in which the Entirety of any Hereditaments hereby lastly authorized to be demised or leased shall not be so comprised, to concur with the Person or Persons for the Time being entitled or enabled to demise or lease the other Share or Shares in such Hereditaments, in demising or leasing the same, or any Part or Parts thereof, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, and not in reversion, unto any Person or Persons who shall be willing to take the same for the Purpose of rebuilding or of effectually repairing or improving any of the Houses or other Buildings which now are or hereafter shall be standing on the Lands and Hereditaments so to be demised or leased, or of erecting any new Buildings or Building upon any Part of the said Lands and Hereditaments, or for the Purpose of erecting, constructing, or making

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upon any Part of the said Lands any Basins, Wharfs, or Quays, or for the Purpose of otherwise improving the said Lands and Hereditaments, or any Part thereof, and either with or without Liberty to take down and remove any Erections or Building standing or being upon or within the said Lands and Hereditaments or any of them, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon, and either with or without Liberty to lay out and appropriate or annex any Part or Parts of the Ground, which shall be thereby demised or leased as and for Yards, Gardens, or other Conveniences, to be held, occupied, or enjoyed, with any Erections or Buildings, Basins, Wharfs, or Quays erected, built, or made, or to be erected, built, or made on the said Land and Hereditaments, or any Part or Parts thereof, or on any adjoining Lands and Hereditaments, and either with or without Liberty to set out, appropriate, and allot any Part or Parts of the Premises to be comprised in any such Demise or Lease as and for the Site of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Paths, Avenues, Passages, Sewers, Drains, Watercourses, Landing Places, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or of any adjoining Lands and Hereditaments, or for the general Improvement of the Premises, and either with or without Liberty to make, lay, or use, in or under any Part of the said Lands and Hereditaments, whether comprised or not comprised in any such Demise or Lease, any Sewers, Drains, Pipes, Watercourses, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works, and also with or without Liberty to dig, take, and carry away, in, from, and out of the Land or Ground to be comprised in any such Demise or Lease, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil, as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil out of any convenient Part of the Premises to be comprised in such Demise or Lease, and to manufacture such Building Stone, Earth, Clay, Sand, Loam, and Soil into Stones, Bricks, or Tiles, or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid, and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Watercourses, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liabilities or Privileges in, upon, through, over, or under the Lands or Grounds to be demised or leased, and with or without any other Liberties, Privileges, or Reservations which to the Person or Persons for the Time being making such Demise or Lease shall seem reasonable, or are usual in Leases of a similar Description, and either with or without Covenants and Stipulations,

to be entered into or made by or on the Part of the Lessee or Lessees, to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Drains, Sewers, Pipes, Conduits, Easements, or Conveniences made or to be made in, upon, through, under, or over any other Part or Parts of the said Lands and Hereditaments comprised in the said Schedules to this Act, and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Person or Persons granting any such Lease as to the Mode in which any other Part or Parts of the said Lands and Hereditaments comprised in the said Third Part of the First Schedule to this Act shall be built upon, laid out, used, or improved, so as in every such Lease there be reserved and made payable (except in those Cases in which a Peppercorn Rent may be reserved according to the Provisions herein-after contained) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same, and so as the Rent or Rents to be reserved in any such Lease be made payable half-yearly or oftener, and so that every such Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, other than such Covenants and Stipulations on the Part of the Lessees as are hereby authorized, for or in respect of the making or granting the same, and so as in every such Lease there shall be contained a Covenant on the Part of the Lessee or Lessees to complete and finish the Buildings and Works or other Improvements thereby agreed to be made or done within a Time or Times to be specified for that Purpose, and to keep in good Repair and Condition, during the Continuance of the Term to be thereby granted, such Buildings, Works, and Improvements, and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby reserved or limited (unless the same shall be a Peppercorn Rent), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be comprised in such Lease; and also a Covenant for keeping the Houses, Erections, and Buildings erected and built, or to be erected and built, or improved or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some or one of the Offices for Insurance against Fire, and to lay out any Moneys to be received by virtue of such Insurances, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Erections, or Buildings as shall be destroyed or damaged by Fire, and also a Covenant to give up the Possession of and leave in good Repair the Houses,

Houses, Erections, Buildings, and Works to be erected and built or improved, repaired, or constructed on the Premises therein comprised, on the Expiration or other sooner Determination of the Term to be thereby granted, and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on any such Lease as aforesaid, their, his, or her Surveyors or Agents, at all reasonable Times to enter upon the Premises and inspect the Condition thereof, and so that there shall be contained in every such Lease a Proviso or Condition for Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, unless the same shall be a Peppercorn Rent, at such Time or Times after the same shall become due as shall be thought proper, or on the Breach or Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in any such Lease on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, and so that the Lessees do execute Counterparts of their respective Leases, and be not thereby exempted from Punishment for committing Waste other than such Waste as may be authorized by any Lease to be granted in pursuance of this present Power; and every such Lease may or may not also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, which shall appear reasonable to the Persons or Person for the Time being making or granting the same, and so that the yearly Rent to be limited or reserved in any Lease to be granted under this present Power shall be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may or may not be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable and increasing up to the full Rent, in such Way and Manner as shall be found convenient or thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made, but so nevertheless that the Payment of the full Rent shall not be postponed later than Five Years from the Date of such Lease.

Power to lay out and appropriate Lands for Markets, Squares, open Spaces, or Roads, Streets, &c.

III. That it shall be lawful for the Person or Persons so for the Time being authorized to make such Leases as last aforesaid, at any Time or Times during the Period for which and with the like Consent as that with which they are so respectively authorized, to lay out and appropriate, or to join and concur in laying out and appropriating, any Part or Parts of the Lands and Hereditaments comprised in the Third Part of the First Schedule annexed to this Act, as and for Markets, Crescents, and other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Watercourses, Pipes, Conduits, or other Easements or Conveniences, or otherwise, for the general Improvement

Improvement of the Estate, or the Accommodation of the Lessees and Occupiers thereof, in such Manner as shall be mentioned and agreed upon either in any such Lease or Leases to be made as last aforesaid, or in any general Deed or Deeds to be executed for that Purpose; such general Deed or Deeds (if any) to be sealed and delivered by the Person or Persons herein-before authorized to make such Leases as last aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of any such general Deed or Deeds; and also by such Lease or Leases, or general Deed or Deeds respectively, to give and grant such Liberties, Privileges, Easements, and Conveniences as such Person or Persons shall deem reasonable or convenient; and also by any Deed or Deeds to appropriate, and, if necessary, absolutely to convey to, or to concur in appropriating and conveying to any Person or Persons whomsoever, any Part or Parts of the said Lands and Hereditaments which may front upon or adjoin any public or other Markets, Squares, Crescents, or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Watercourses, Pipes, Conduits, or other Conveniences, now made or hereafter to be made, for the Purpose of enlarging, widening, or otherwise improving any such public or other Markets, Squares, Crescents, other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Watercourses, Pipes, Conduits, or other Conveniences, upon such Terms in all respects or for such Equivalent as the Person or Persons hereby authorized to grant Leases as aforesaid shall deem reasonable, so as that the same be to the Advantage or Improvement of the Messuages, Lands, and Hereditaments comprised in the said Schedules to this Act, or for the Time being subject to the Trusts and Limitations of the said Testator's Will.

Contracts may be entered into for granting Leases, &c.

IV. Provided always, That it shall be lawful for the said Person or Persons for the Time being authorized to grant such Leases as aforesaid, at any Time or Times during the Period for which, and with the like Consent as that with which they are so authorized, respectively to enter into or to concur in entering into any Contract or Contracts in Writing, under the Hand or Hands of such Person or Persons, for granting any Lease or Leases of the Lands and Hereditaments comprised in the Third Part of the First Schedule annexed to this Act, or any Part or Parts thereof, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein contained, so far as the same shall be applicable, and to agree when and as any Land or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, conformably to any such Contract or Contracts to demise and lease, or to concur in demising or leasing, the Lands and Hereditaments mentioned in such Contract

or

or Contracts, with the Buildings thereon, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons (to be approved of by the Person or Persons for the Time being hereby authorized to make Leases as aforesaid) as he, she, or they shall nominate or appoint in that Behalf for the Remainder of the Term or Terms of Years to be specified in such Contract or Contracts, and in such Parcels, and at and under such Proportions of the yearly Rent or Rents to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the Rent to be reserved on any such Lease shall bear a greater Proportion to all the yearly Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the yearly Rent to be reserved by such Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use, and (if the Person or Persons entering into such Contract or Contracts shall think the same expedient) to agree that the full yearly Rent specified in such Contract or Contracts shall or may be reserved in the Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Hereditaments thereby agreed to be leased, and that the Residue thereof shall be leased at the yearly Rent of a Peppercorn, or some other merely nominal Rent, either before or after the full yearly Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper, or to agree that the full yearly Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands and Hereditaments thereby agreed to be leased, either by such Referee or Referees as shall be agreed upon, or in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full yearly Rent in such Contract or Contracts agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Lands and Hereditaments thereby agreed to be leased (to be determined on by such Referee or Referees as shall be agreed upon), the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn, or some other merely nominal Rent, and in case of Leases to be granted at the yearly Rent of a Peppercorn, or some other merely nominal Rent, to agree to grant the same either before or after the Land and Hereditaments to be therein comprised shall have been built upon, laid out, or improved, and to agree that the yearly Rents agreed to be reserved in or by such Contract or Contracts

tracts may be made to commence from such Period or Periods, not exceeding Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid, and increasing up to the full Rent, in such Way and Manner as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land and Hereditaments from Time to Time agreed to be leased, and the Progress of the Buildings or Works stipulated to be erected or made thereon, but so nevertheless that the Payment of the full Rent shall not be postponed later than Seven Years from the Date of such Contract, and to agree that when and as any such Lease or Leases shall be granted of any Part or Parts of the Lands and Hereditaments so contracted to be leased, the Lands and Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Lands and Hereditaments comprised in such Contract or Contracts as shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved as may be thought proper, and as in such Contract or Contracts shall be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties and Authorities which are authorized to be granted to Lessees under the Powers of leasing herein-before contained, upon the same Terms and Conditions, and at and under the like Payments and Reservations respectively, as are herein-before in that Behalf provided.

Every Contract to contain a Clause of Re-entry.

V. Provided also, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Lands and Hereditaments therein comprised and agreed to be leased as shall not have been actually leased, and shall not be built upon, or rebuilt or repaired, laid out, formed, or improved, in the Manner stipulated in such Contract, within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom any such Lease ought to be granted pursuant to such Contract shall accept the same and execute a Counterpart thereof, and pay the reasonable Charges of preparing the said Lease and Counterpart within a reasonable Time to be thereby appointed, and that in default thereof such Contract shall, as to the Lands and Hereditaments not actually leased by virtue of the same Contract, be void; and every such Contract shall be binding on all Persons upon whom any Lease executed in pursuance of the Powers of this Act would be binding, and shall

shall be carried into execution by a Lease or Leases, to be made or granted in pursuance of the Powers and subject to the Restrictions herein contained, so far as the same shall be applicable.

New Agreements may be entered into with Persons having Contracts, by way of Addition to or Explanation of such Contracts.

VI. Provided always, That it shall be lawful for the said Person or Persons for the Time being authorized to grant such Leases as aforesaid, from Time to Time and at any Time during the Period for which and with the like Consent as that which they are so authorized respectively, to enter into any new Covenant or Agreement, Covenants or Agreements, in relation to the Lands and Hereditaments so authorized to be leased by them, him, or her respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable to the Powers and Provisions of this Act, and also to release the Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts which shall have been so released, so nevertheless that after such Release or Releases such Contract or Contracts shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable to the Powers and Provisions of this Act, or to accept a Surrender of all or any Parts of the Lands and Hereditaments comprised in any such Contract or Contracts as aforesaid, and the Lands and Hereditaments so surrendered shall or may be leased without a Contract, or contracted or agreed to be leased and afterwards leased under the Powers and Authorities herein contained, in the same Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Powers and Provisions of this Act shall be deemed and taken to be duly granted, although it may have been preceded by a Contract, and such Contract may not in all respects have been duly observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract, provided that such Lease shall be conformable to the Powers and Provisions of this Act, and that after any Lease shall have been executed the

But, after the Execution of any Lease, the Contract not to form any Part of the Evidence of Title.

Contract

Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the same Lease.

On recovery of Possession under any Clause of Re-entry, fresh Leases and Contracts may be made and entered into.

VII. That if the Possession of any Lands and Hereditaments, to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act, shall at any Time or Times be resumed or recovered, by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to grant such Leases as aforesaid to grant Leases, or to enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises under the Powers and Provisions of this Act, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

Certificate, by Person granting any Lease, of the Receipt of the Counterpart, to be Evidence, &c.

VIII. That the Certificate in Writing of the Persons or Person for the Time being executing any Lease to be made by virtue of this Act, acknowledging that they, he, or she have or hath received a Counterpart of such Lease, shall be and be deemed *primâ facie* Evidence that such Counterpart was executed.

Power to make Leases on the Surrender of existing Leases.

IX. That it shall be lawful for the Person or Persons so for the Time being authorized by this Act to grant Leases as aforesaid, from Time to Time and at any Time during the Period for which and with the like Consent as that with which they are so authorized respectively, to accept or concur in accepting a Surrender or Surrenders of all or any of the Leases which may be subsisting at the Time of passing this Act, and afterwards, pursuant to the Powers and Provisions of this Act, to grant Leases, or enter into Contracts for granting Leases, and afterwards to grant Leases in pursuance of such Contracts, so far as the granting of such Leases is authorized by this Act, of the Messuage or Messuages, Lands, and Hereditaments comprised in the Lease or Leases so to be surrendered, or any Part or Parts thereof, either alone or together, with any other Lands and Hereditaments comprised in the Schedules to this Act, and by this Act authorized to be demised, or any Part or Parts thereof, making due Allowance in regulating the Terms upon which such Leases shall be granted, or agreed to be granted, for the Value (if any) of the Estate or Interest, or Estates or Interests, which shall have been so surrendered in the Messuage or Messuages, Lands, and Hereditaments so leased or agreed to be leased, or any Part or Parts thereof.

Power to confirm defective Leases and to accept Surrenders of

X. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, from Time to Time and at any Time during the Period for which and with the like Consent as that with which they are so authorized respectively, either

either to confirm any Lease or Leases to be granted by virtue of this Act in any Case in which, by reason of any technical Error or Informality in granting or executing the same, or in entering into any Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant a new Lease or new Leases, pursuant to the Powers and Provisions of this Act, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be granted by such void or voidable Lease or Leases, at and under the same Rent or Rents, Reservations, and Payments as was or were reserved in such void or voidable Lease or Leases, or a larger Rent or Rents, Reservations, or Payments; and also to accept or concur in accepting a Surrender or Surrenders of all or any Part or Parts of the Lands and Hereditaments to be leased, pursuant to the Powers and Provisions of this Act, and to grant any new Lease or Leases, pursuant to the said Powers and Provisions, of the Lands and Hereditaments of which the Lease or Leases shall be so surrendered, for any Term or Terms of Years not exceeding the then Residue of the Term or Terms granted by the Lease or Leases so surrendered, and as to every such new Lease, at and under the same yearly Rent or Rents, Reservations, and Payments as was or were reserved in the original Lease, or a larger Rent or larger Rents, Reservations, and Payments, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or Confirmations, or new Lease or Leases.

Leases made under this Act.

XI. That no Lease or Contract to be made by virtue of this Act shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part of the Lands and Hereditaments leased or agreed to be leased, in respect of which the Breach or Default in the Lessee's Covenant shall have been committed as aforesaid, for the Breach of any such Stipulations, Covenants, or Agreements, as to Part only of the Lands and Hereditaments thereby leased or agreed to be leased; but such Lease or Contract, and the Condition of Entry or Re-entry therein, shall remain and be in full Force as to any Lands and Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract; and for this Purpose every such Condition shall be apportionable, and shall have effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly; and it shall be lawful for the Parties to any Lease or Contract to be made by virtue of this Act, if they shall think fit, to stipulate and agree that no Under-lease or Under-leases be granted of all or any Part of the Lands and Hereditaments to be comprised in any such Lease or Contract shall be liable to For-

Provisoes for Re-entry to be apportionable according to the Agreement of the Parties.

feiture, or to the Operation of the Proviso or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance of any such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Under-lease or some Part thereof; and moreover, if it shall be thought fit to stipulate and agree that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions, with reference to the Premises comprised in any such Under-lease, shall not work a Forfeiture of the original Lease thereof as respects any other Lands and Hereditaments therein comprised and not included in such Under-lease, then and in such Case the Proviso or Condition of Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessees, shall accordingly be and be construed and held to be apportionable, and so and in such Manner as that the same shall have a distinct, or separate or exclusive Operation with respect to the Premises to be comprised in each such Under-lease as aforesaid, in such and the same Manner as if, instead of each original Lease comprising more than the Premises included in each such Under-lease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Under-lease as aforesaid.

Powers of Sale, Exchange, and Partition by the Trustees.

XII. That it shall be lawful for the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or the Trustees or Trustee for the Time being of the said Will of the said Testator *William Wainman*, at any Time during the Life of the said *William Bradley Wainman*, but with his Consent in Writing, and also at any Time after his Decease, and during the Minority or respective Minorities of any Person or Persons who, under or by virtue of the Trusts and Limitations contained in the same Will or this Act, shall be beneficially entitled in Tail Male or Tail General to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, in the Discretion of the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or the Trustees or Trustee for the Time being of the said Will (but subject to any Lease or Contract for a Lease which may be then affecting the same Hereditaments, or any Part thereof, by virtue of any Power in this Act contained) from Time to Time, by any Deed or Deeds, Instrument or Instruments in Writing, to be by them, him, or her respectively sealed and delivered in the Presence of and attested by Two or more Witnesses, to make Sale and dispose of, or to convey in exchange for or in lieu of other Messuages, Lands, or Hereditaments, in

in *England*, *Wales*, or *Ireland*, all or any Part of the Hereditaments comprised in the Third Part of the First Schedule to this Act; and in every Case in which the Entirety of any Hereditaments hereby authorized to be sold and disposed of or exchanged shall not be so comprised, to concur with the Person or Persons for the Time being entitled or enabled to sell or exchange the other Share or Shares in such Hereditaments in selling or exchanging the same, or any Part thereof, with the Appurtenances, and the Inheritance thereof in Fee Simple, either together or in Parcels, and by Public Auction or Private Contract, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments, and upon such Terms and under such Stipulations as to Title or Evidence of Title as to them the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or the Trustees or Trustee for the Time being of the said Will, shall seem reasonable, with Liberty to buy in the said Hereditaments, or any Part thereof which may be offered for Sale at any Auction, and to rescind any Contract for Sale, and to re-sell the same Hereditaments, either by Auction or Private Contract, without being answerable for any Loss which may happen by such Re-sale, and to do all Things requisite or proper for the Purpose of effectuating every such Sale, and also to concur with the other Person or Persons for the Time being entitled to any undivided Share or Shares of any Hereditaments of which the other Share or Shares are comprised in the Third Part of the First Schedule to this Act, in making Partition of such Hereditaments or any of them; and also upon any such Exchange or Partition as aforesaid, to pay or to stipulate that any Person or Persons with whom such Exchange or Partition shall be made shall pay any Sum or Sums of Money by way of Equality of Exchange or Partition, and upon every such Sale, Exchange, or Partition, the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said Testator *William Wainman*, upon Payment into the Bank of *England* in manner herein-after directed of the Purchase Moneys of the Hereditaments to be sold, or the Moneys so stipulated to be paid by way of Equality of Exchange or Partition as aforesaid, shall convey and assure the Hereditaments so to be sold, exchanged, or made partition of as aforesaid to such Person or Persons, and in such Manner, as shall be deemed expedient in order to effect such Sale, Exchange, or Partition, freed and discharged (except as to any such Lease or Contract for a Lease as aforesaid) from all and every the Uses, Estates, Trusts, Powers, Provisions, and Declarations in and by the said Will of the said Testator *William Wainman*, or any of them, limited, expressed, declared, and contained concerning the same, or

by

by virtue of this Act then affecting the same or any Part thereof; and upon every such Exchange or Partition as aforesaid, all and every the Hereditaments to be received in exchange or by way of Partition shall hereafter forthwith be conveyed, settled, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations as under the said Will of the said Testator *William Wainman* and this Act, or any of them, shall at the Time of such Exchange or Partition affect the Hereditaments so exchanged or made partition of, or as near thereto as Circumstances will permit.

Monies arising from Sale, Exchange, or Partition, to be paid into the Court of Chancery.

XIII. That all Monies which shall arise from every Sale to be made in pursuance of this Act, or which shall be stipulated to be paid for Equality of Exchange or Partition as aforesaid, shall be paid by the Person or Persons respectively to or with whom such Sale, Exchange, or Partition shall be made into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*ex parte* the Pur- "chasers of the Real Estates late of *William Wainman* Esquire, "deceased," pursuant to the Method prescribed by the Act of Parliament 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 Directions of the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four, and the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England* to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, or Office Copies thereof respectively, of the Payment into the Bank of *England* of any Moneys by this Act directed to be so paid, shall be an effectual Discharge or effectual Discharges to the Persons respectively paying the same, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for the Moneys aforesaid, or so much thereof as in such Certificate or Certificates and Receipt or Receipts respectively shall be expressed to be received; and after the filing as aforesaid of such Certificate or Certificates and Receipt or Receipts, the Persons respectively paying such Moneys shall not be bound to see to the Application, or be answerable for any Loss, Misapplication, or Nonapplication of such Moneys or any Part thereof.

The said Monies to be invested in Exchequer Bills.

XIV. That all Moneys which shall be paid into the Bank in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Direction herein-after contained, shall in the meantime, and until such Moneys shall be otherwise applied, invested, or laid out under the Provisions of this

Act,

Act, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Exchequer Bills, and the Moneys received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in the Name of the said Accountant General in the Purchase of other Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General Orders, or Special Orders if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off, all which Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall by the said Court of Chancery be ordered to be sold by the Accountant General for completing any Purchase, or effecting any other Purpose authorized by this Act; and if the Money arising by the Sale of such Exchequer Bills 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, after discharging the Expenses of the Application to the Court, shall be paid to such Person 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.

Power to invest such Moneys in Land under the Direction of the Court.

XV. Provided always, That at anytime or Times after any Moneys shall have been paid into the Bank as herein-before is directed, it shall be lawful for the said Court of Chancery, upon Petition to be preferred thereto in a summary Way, by the Person or Persons who, by virtue of the said Will of the said Testator *William Wainman* and this Act, would for the Time being have been beneficially entitled in possession to the Rents and Profits of the Hereditaments from the Sale, Exchange, or Partition whereof such Moneys respectively shall have arisen if such Sale, Exchange, or Partition had not been made; but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, in his, her, or their behalf, to direct such Moneys respectively or any Part thereof to be laid out, or to direct the Exchequer Bills or Securities whereon such Moneys respectively shall be invested, or any Part thereof, to be converted into Money, and the Moneys produced by such Conversion to be laid out in the Payment and Discharge of any Mortgage, Charge, or Incumbrance (being

charged on the Inheritance) affecting all or any or Part of the Hereditaments comprised in the Schedules to this Act, or for the Time being subject to the Trusts and Limitations of the said Testator's Will or any Part or Parts of such Mortgage, Charge, or Incumbrance which shall or may for the Time being be payable, or which the Holder or Holders thereof shall be willing to receive, or for the making of any Markets, Squares, Crescents, or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Watercourses, Pipes, Conduits, or other Conveniences in, upon, or to the said Hereditaments or any of them, or in completing any Exchange or Partition under this Act or otherwise in carrying out any of the Provisions, Powers, and Authorities herein contained, or in the Purchase of Messuages, Lands, Tenements, or Hereditaments in *England*, *Wales*, or *Ireland*, of a clear and indefeasible Estate of Inheritance in Fee Simple in possession (whereof any Part may, if the said Court shall think fit, be Copyhold of Inheritance), and upon or immediately after every such Purchase the Hereditaments therein comprised shall be conveyed, surrendered, settled, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations as under the said Will of the said Testator *William Wainman*, and this Act, shall, at the Time of such Sale, Exchange, or Partition, affect the Hereditaments, from the Sale, Exchange, or Partition whereof the Moneys laid out in such Purchase shall have arisen, or as near thereto as Circumstances will permit.

Final Payment of such Moneys to the Persons absolutely entitled.

XVI. That at any Time or Times after any Moneys shall have been paid into the Bank as herein-before is directed, it shall be lawful for the said Court of Chancery, upon Petition to be preferred thereto in a summary Way, by any Person or Persons who by virtue of the said Will of the said Testator *William Wainman*, and this Act, shall then be absolutely entitled to such Moneys or any Part thereof; but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, in his, her, or their Behalf, to direct such Moneys or any Part thereof to be paid or the Exchequer Bills wherein the same or any Part thereof shall then be invested, to be transferred or assigned to the Person or Persons so entitled, or to such Person or Persons and in such Manner as the said Court shall think fit.

Court of Chancery to make Orders for Taxation and Payment of Costs.

XVII. That if any Person shall advance all or any Part of the Costs, Charges, and Expenses which shall have been incurred in preparing, soliciting, applying for and obtaining this Act and preparatory thereto, or for any other of the Purposes of this Act, the Amount so advanced shall or may be repaid to him, his Executors, Administrators, or Assigns, out of the Moneys from Time to Time applicable for any of

of the Purposes of this Act: Provided always, that it shall be lawful for the said Court of Chancery, upon any such Petition in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think fit for taxing or settling all Costs, Charges, and Expenses which shall have been incurred in preparing, soliciting, applying for, and obtaining this Act and preparatory thereto, and in making the several Applications t othe said Court in pursuance thereof, and in making and completing any Sale, Exchange, or Partition hereby authorized, and in laying out all or any of the Monies which, under this Act, shall be paid into the Bank in Exchequer Bills or in the Purchase of Lands and Hereditaments, under the Powers herein contained, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Orders as the said Court shall think fit for Payment of such Costs, Charges, and Expenses out of the Moneys which shall be paid into the Bank, or out of the Exchequer Bills wherein the same shall from Time to Time be invested as aforesaid, and also from Time to Time to make such other Order or Orders in or about the Execution of this Act as the said Court shall think fit.

The Real Estates, though converted, to remain subject to their original Trusts, and to retain their original Characters as to Transmission.

XVIII. Provided always, That all Moneys which shall arise by any Sale, Exchange, or Partition of Real Estate under this Act, and the Exchequer Bills whereon such Moneys, or any Part thereof, may be invested, shall be subject to the same Trusts as such Real Estate would have been subject to if such Sale, Exchange, or Partition respectively had not been made, and shall, as to any transmissible beneficial Interest therein, under the said Will of the said Testator *William Wainman*, and this Act, or either of them, of any Person who shall die under the Age of Twenty-one Years, be considered as Real Estate, and as such shall be transmissible to the Representative or Representatives of such Person so dying.

Power for the Court of Chancery, upon Application in a summary Way, to appoint new Trustees.

XIX. That if the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, or any or either of them, or any Trustees or Trustee to be appointed as herein-after mentioned, shall die or go to reside beyond the Seas, or shall be desirous of being discharged from or shall decline or become incapable to act in the Execution of the several Trusts, Powers, and Authorities by the said Will and this Act, or either of them, reposed in and given to them or him respectively, before the said Trusts, Powers, and Authorities shall be fully executed or at an end, then and so often as it shall so happen, it shall be lawful for the said Court of Chancery, by any Order or Orders, upon Motion or Petition in a summary Way by the Person or Persons who under or by virtue of the said Will of the said Testator *William Wainman*, and this Act, shall for the Time being be entitled to the Possession or to the Receipt of the Rents and Profits comprised in the said Schedules

to

to this Act, or for the Time being subject to the Trusts and Limitations of the said Will, but if such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, in his, her, or their Behalf, from Time to Time to nominate and appoint any other fit and proper Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or going to reside beyond the Seas, or desiring to be discharged or declining or becoming incapable to act as aforesaid, and so as either to keep up the same Number of Trustees or to increase or diminish the same; and when and so often as any new Trustee or Trustees shall be nominated and appointed as aforesaid, all the Trusts, Estates, Hereditaments, and Premises, if any, which may then be vested in the Trustee or Trustees so dying, or going to reside beyond the Seas, or desiring to be discharged, or declining or becoming incapable to act as aforesaid, either solely or jointly, with the surviving or continuing Trustee or Trustees, shall with all convenient Speed be vested jointly in the surviving or continuing Trustees or Trustee, and the Person or Persons to be so nominated and appointed as aforesaid, or solely in the Person or Persons to be so nominated and appointed as Occasion may require, upon the subsisting Trusts for the Time being affecting the said Estates, Hereditaments, and Premises respectively, and the Person or Persons to be so nominated and appointed shall and may have and exercise all the Powers and Authorities by the said Will of the said Testator *William Wainman*, and this Act, or either of them, given to or vested in the Trustee or Trustees in whose Place he or they shall be substituted, and shall in every respect stand in the Place of such Trustee or Trustees.

Trustees Receipts to be good Discharges.

XX. Provided always, That the Receipt or Receipts of the Trustees for the Time being, acting by virtue of the said Will of the said Testator *William Wainman*, or this Act, for any Money which shall come to their or his hands by virtue of the same Will, or of this Act, shall be an effectual Discharge or effectual Discharges to the Persons respectively paying the same, for the Money for which such Receipt or Receipts shall be so given, or for so much thereof as in such Receipt or Receipts respectively shall be expressed to be received; and the Persons respectively paying such Money, and taking such Receipt or Receipts for the same, shall not afterwards be bound to see to the Application, or be answerable for any Loss, Misapplication, or Non-application of such Money, or any Part thereof.

Indemnity to Trustees.

XXI. Provided always, That the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe*, and the several Trustees hereafter to be appointed by virtue of this Act, and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable only for so much Money as they shall respectively

respectively actually receive by virtue of the said Will of the said Testator *William Wainman*, or this Act, notwithstanding their or any of their joining in any Receipt or Receipts for the Sake of Conformity, and any One or more of them shall not be answerable for the others or other of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but every of them for his own Acts, Receipts, Neglects, and Defaults only; nor shall they or any of them be answerable or accountable for any Agents or other Persons who shall be employed for the Purpose of carrying out the Powers and Provisions of this Act; nor for any Person or Persons who is, are, or shall be the Receiver or Receivers of the Rents and Profits or Income of all or any Part of the Hereditaments from Time to Time subject to the Trusts of the said Testator's Will, or in whose Hands any of the said Trust Moneys shall be deposited or lodged for safe Custody, or otherwise, in the Execution of the said Trusts and Powers aforesaid, nor for the Insufficiency or Deficiency of Title to any Hereditaments which, by virtue of this Act, shall be purchased, or shall be received by way of Exchange or Partition, nor for the Insufficiency or Deficiency of any Securities or Security upon which all or any of the Moneys to arise by any Sale, Exchange, or Partition, by virtue of this Act, or any other of the Trust Moneys aforesaid, shall be laid out or invested as aforesaid, nor for any Misfortune, Loss, or Damage which may happen in the Execution of any of the said Trusts or Powers, or in relation thereto, except the same shall happen by or through their own wilful Neglects or Defaults respectively; and also that the said several Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, shall and may, out of the Moneys which shall come to their respective Hands by virtue of the said Will of the said Testator *William Wainman*, or of this Act, retain to and reimburse themselves respectively, and also allow to their and his Co-trustee and Co-trustees all Losses, Costs, Charges, Damages, and Expenses which they or any of them shall suffer, sustain, or disburse in or about the Execution of the said Trusts and Powers respectively, or any of them, or otherwise relating thereto.

General Saving.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, and Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, other than and except the said *William Bradley Wainman* and his Heirs, the said *Maria Wainman*, her Executors and Administrators, the said *Norcliffe Norcliffe*, *James Hall*, and *George Hamilton Thompson*, their Executors and Administrators, *Mary Amelia Wainman* and *Edith Wainman* and the Heirs of their Bodies respectively, and all and every other the Children born or to be born of the said *William Bradley Wainman* and the Heirs Male of the Bodies, and the Executors and Administrators of

of such Children respectively, being Sons, and the Heirs of the Bodies, and the Executors and Administrators of such Children respectively, being Daughters, the said *William Wainman* the Grandson, and the Heirs Male of his Body, the said *Joshua Field*, *Matthew Wilson* the younger, and *Philip Saltmarshe* as Trustees as aforesaid, and their respective Heirs, Executors, and Administrators, and all and every other Person and Persons to whom any Estate, Right, Title, or Interest at Law or in Equity in, to, or out of the said Hereditaments comprised in the Schedules to this Act, or for the Time being subject to the Trusts and Limitations of the said Will of the said Testator *William Wainman*, or any of them, or any Part thereof, shall have been devised, or shall have descended or devolved, or shall descend or devolve under or by virtue of the said Will of the said Testator *William Wainman* or this Act, subsequent to the Estates in Tail vested in the said *William Wainman* the Grandson, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the same Hereditaments, and every 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 or enjoyed in case this Act had not been passed.

Short Title.

XXIII. That in citing or referring to this Act in any legal Instruments, or in any Proceedings in any Court of Law or Equity, it shall be sufficient to use the Expression "*Wainman*'s Estate Act, 1856."

Act as printed by the Queen's Printers to be Evidence.

XXIV. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen'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 and Justices, and others.

The

The FIRST SCHEDULE to which the above Act refers, comprising the Real Estates remaining unsold, of which the Testator William Wainman, died seised.

Description of Property.	Contents.	Occupier or Tenants Names.
	A. R. P.	
FIRST PART.		
In Cowling.		
All that Mansion House called Carr Head, with the Coach-houses, Stables, Mistals, and Offices, Outhouses, Outbuildings, and Conveniences to the same belonging; also the Gardens, Vineries, Hothouses, Greenhouses, Dwelling Houses, Garden-houses, and other Erections; also the Woods, Plantations, and Woody Grounds to the said Mansion House adjoining and belonging, And also several Closes of Arable, Meadow, and Pasture Land or Ground, containing altogether by Estimation - - -	110 1 21	W. B. Wainman, Esq., Tenant for Life.
And also the Manor or the Lordship of Cowling aforesaid, with the Rents, Suits, and Services, Royalties, Privileges, Rights, Commons, and Appurtenances to the same belonging.		
SECOND PART.		
Also all those several Farms, consisting of Houses, Barns, and Outbuildings, and Closes, Pieces or Parcels of Arable, Meadow, and Pasture Land or Ground, situate, lying, and being in Cowling aforesaid, the several Names, Contents, and Occupiers of which said Farms are as under:—		
Far Carhead - - - - -	38 1 19	John Green.
Dairy House - - - - -	25 1 36	Thomas Wilkinson.
Stoneys and Town End Close - - -	40 3 26	James Smith.
Hey Farm - - - - -	44 2 37	Martin Gawthorp.
Starkey Heaton and Dole - - -	21 0 6	John Stephenson.
Town End Farm and Dole - - -	38 0 2	Mary Overton.
Scarborough Ing - - - -	21 1 24	Mary Overton.
Banks Garden - - - - -	3 3 36	John Proctor.
Woodhouse - - - - -	8 3 22	John Fisher.
Pad Farm and Dole - - - -	25 2 1	Edmund Laycock.
Old Roughs and Dole - - - -	28 3 19	Thomas Atkinson.
Coppy Farm and New Roughs - - -	47 3 33	John Atkinson.
Myre Close Farm - - - -	38 2 30	Daniel Smith.
Oliver Farm and Half Dole - - -	44 1 36	William Rushton.
Davy Hill and Half Dole - - -	35 1 21	William Rushton.
Davy Hill West and Dole - - -	33 3 0	Joseph Smith.
Upper Stone Head - - - -	87 1 25	John Gott.
Bawshaw Well House - - - -	31 0 34	John Wilkinson.
Sandiforth Close - - - -	6 2 20	Thomas Binns.

Description of Property.	Contents. A.	R.	P.	Tenants Names.
Lower Stone Head - - - -	69	1	4	John Sharp.
Hardfield Farm - - - -	29	0	11	Daniel Peel.
The Intack - - - - -	18	1	22	Nathan Binns.
Long Hill End - - - - -	11	1	29	James Hird.
Moss End - - - - -	8	3	7	William Atkinson.
Sandiforth Farm - - - -	36	0	39	Nathan Binns.
Bannister's Farm - - - -	24	2	38	George Bannister.
THIRD PART.				
In Wike.				
All that Farm called Worthing Head, situate in the Parish of Birstal in the County of York, containing	28	0	14	John and Mark Robinson.
In Bradford, Yorkshire.				
All that Messuage and several Cottages, with the Yards, Lands, and Conveniences attached thereto, situate at Stott Hill, in Bradford, in the County of York, now in the Occupation of	0	1	35	William Reynolds and his under Tenants.
All that Dwelling House and Mistal, and several Closes of Land, situate near the Workhouse, in Bradford aforesaid, containing	12	2	1	Messrs. Garnet.
All that Plot of Land, also situate near to the Workhouse, in Bradford aforesaid	-	-	-	Whitaker Clough.
In Stanningley.				
A Dwelling House, Barn, and Outbuildings, and several Closes of Land, containing	11	2	20	Barzillai Shires.
In Shipley.				
All those several Messuages, Dwelling Houses, Shops, and Tenements, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture and Woody Land or Ground, situate, lying, and being in Shipley in the Parish of Bradford in the County of York, the Description, Contents, and Occupiers of which several Hereditaments are as under :—				
A Farmhouse, Barn, Sheds, Stables, Mistals, Gardens, and Yard, and several Closes or Pieces or Parcels of Land	43	0	13	John Rhodes.
A Stable-yard and Outbuildings, and a Close called Nether Field	1	1	20	Edward Thwaites.
Two Closes called Low Ings - - -	4	2	22	William Briggs and others.
A Close called Dixon Hill - - -	1	1	21	James Kendal.
A Farmhouse, Two Cottages, Barn, Gardens, and Yards, and several Closes, Pieces, or Parcels of Land	11	1	35	David Lee.
A Farmhouse, Barn, Folds, Yards, Sheds, and Outbuildings, and several Closes, Pieces, or Parcels of Land	29	2	35	James Smith, George Vint, and Brothers.
A Farmhouse, Barn, Coach-house, and Yard, and several Closes, Pieces, or Parcels of Land	12	2	16	William Wright.
Two Allotments of Land, called Fair Pond Allotments	10	3	7	Nathan Firth.
Two Allotments of Land - - -	9	0	17	Michael Firth.
An Allotment of Land - - - -	7	1	17	Thomas Firth.

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Description of Property.	Contents. A.	R.	P.	Tenants Names.
Two Parcels of Woody Ground - - -	2	0	6	W. B. Wainman, Esq.
Land and Quarry - - - - -	7	3	30	W. B. Wainman, Esq.
All those Six Dwelling Houses and Shops, with the Outbuildings, Conveniences, and Appurtenances to the same belonging, lately erected and built by the said William Bradley Wainman upon a Parcel of Freehold Land devised by the Will of William Wainman, Esq., in Shipley aforesaid, and now in the several Occupations of	-	-	-	Thomas Rhodes, Denby Burnley, Robert Southworth, Ann Halton, J. P. Campbell, and Charles Lamb.
In Keighley.				
All those several Farms consisting of Houses, Barns, and Outbuildings, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land or Ground situate, lying, and being in the Parish of Keighley in the County of York, and several Names, Contents, and Occupiers of which said Farms are as under :—				
Laverack Hall - - - - -	26	2	26	John Whitaker.
Street Head - - - - -	26	0	29	Luke Southwell.
Bent House - - - - -	15	0	11	Joseph Southwell.
Pitcher Clough - - - - -	23	3	19	Widow Moore.
Nook and White Hill - - - -	85	2	28	James Moore.
Lower White Hill - - - -	30	2	21	Mary Whitaker.
Dry Clough - - - - -	12	0	22	Thomas Lund.
Hoyle House - - - - -	8	2	3	John Hey.
Newsholme Dean - - - -	7	1	29	William Sugden.
Hobb Lane in Howarth Township - -	7	2	14	Joshua Sunderland.
In Glusburn.				
All that Farm called Lingah, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	29	3	27	Michael Wilson.
All that Piece or Parcel of Land called Water Land, containing	0	1	20	William Dodgson.
A Dwelling House and Smith's Shop, with the Outbuildings and Appurtenances thereto belonging, situate in Glusburn aforesaid, now in the Occupation of	0	0	11	John Greenwood.
In Sutton.				
All that Farm, called Bow Hill, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	15	1	37	Thomas Berry.
All that Farm called Long House, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	78	2	30	William Jackson.
In Cononley.				
All that Farm, called St. John Cross, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	4	3	33	John Smith.
All that Close or Parcel of Land, called Beck Mouth and Foul Syke, being Part of a Farm called Shackleton Farm, containing	4	2	15	William Dodgson.
All that Farm, called Bradley Ley Syke, consisting of a House, Shop, Barn, and Outbuildings, and several Closes of Land, containing	19	3	26	John Howgarth.

Wainman's Estate Act, 1856.

Description of Property.	Contents. A. R. P.	Tenants Names.
All those Two undivided Third Parts or Shares of and in all those Three several Farms, called Town Head, Great Gibb, and Little Gibb Also all those Two undivided Third Parts or Shares of and in Two Closes of Land, forming Part of a Farm, called Shackleton's Farm, which said Three Farms and Two Closes, contain together	111 3 11	Jonas Spencer, Joseph Smalley, and William Dodgson.
All that Close or Parcel of Land, called Thistle Holme, containing	2 0 33	
Also Two undivided Third Parts of and in Two Closes of Land, containing	6 0 6	Edmund Tempest.
Also One undivided Moiety or Half Part of and in Three Closes of Land, containing	3 2 1	
(All forming Part of a Farm, called Weasel Green, situate in Cononley aforesaid, now in the Occupation of)		
All that Messuage, Barn, and Outbuildings, and also One Close of Meadow Land thereto adjoining, called Dixon Croft and Well Garth, containing	1 2 37	Joseph Hargreaves.
(Forming Part of a Farm, called King's Farm, situate in Cononley aforesaid, now in the Occupation of)		
All that Farm, called Dead Eye (except the North-west End of a Close, called Dead Eye Land, which is Leasehold), consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing (including the North-west End of the said Close of Land, called Dead Eye Land, which is Leasehold)	8 3 1	Aaron Laycock.
All that Farm, called Snowden's Farm, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	14 3 23	John Shuttleworth.
All that Weaving Shop, situate in Cononley aforesaid, now in the Occupation of	- - -	Robert Davy.
All that Farm, called Scarcliffe, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	33 2 39	Christopher Mason.
All those several Cottages, Barn, Mistal, Garden, and Yard, and several Closes of Land, containing	9 3 3	
All that Farmhouse, Cottage, Barn, Mistal, Yard, Garden, and Croft, and One Close of Land, formerly called the Intack, but now called the Meadow, containing	3 1 26	Daniel Barret.
Also a small Plot of Ground, called the Parrock, being the North-west Corner of a Close, called the First Woodside Field, containing	0 0 8	
Also a Close of Land, called the Fauds, containing	4 3 31	
(All forming Part of a Farm, called Woodside, situate in Cononley aforesaid)		
In Thornton.		
All those several Farms, consisting of Houses, Barns, and Outbuildings, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land or Ground, situate, lying, and being in the Township of Thornton, in Craven,		

Wainman's Estate Act, 1856.

Description of Property.	Contents.			Tenants Names.
	A.	R.	P.	
in the County of York, the several Names, Contents, and Occupiers of which said Farms are :—				
Kitchen Farm - - - - -	71	3	34	Henry Sunderland.
Harden House - - - - -	77	0	12	Ellen Lund.
Old Harden House - - - -	59	1	10	Emanuel Fallowes.
Harden Coppy - - - - -	97	1	6	John Hartley.
Harden Clough - - - - -	31	3	24	Moses Hartley.
Burnt Hill and Dole - - - -	50	0	5	Widow Walbank.
Two Gardens - - - - -	0	0	17	Edward Stephenson.
The Heads - - - - -	20	2	7	Henry Hartley.
Cowgills Farm - - - - -	30	2	20	John Greenwood.
Booth House - - - - -	44	3	6	Henry Holdgate.
In Carlton.				
All that Farm, called Dawshaw Side, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	15	1	34	Israel Smith.
In Gargrave.				
All that Farm called Bank Newton, consisting of a House, Barn, Stable, Mistal, and Outbuildings, and several Closes of Land, containing	81	1	16	Thomas Clapham.
In Arncliffe.				
All that One Fourth Part of the enclosed and unenclosed Lands and Commons, called Cosh, containing altogether by Estimation (with the Hinds House adjoining)	1,062	3	24	John Lodge.
In Foulridge.				
All that Farm called Slipper Hill, consisting of a House, Barn, and Outbuildings, and several Closes of Land, containing	17	0	18	John Pollard.
In Moston, Lancashire.				
All that Farm consisting of a Messuage, Barn, and Outbuildings, and several Closes of Land, containing by Estimation	76	3	14	Messrs. Johnson.

Geo. Higham.
Samuel Washington.

The SECOND SCHEDULE to which the above Act refers, comprising the Estates purchased since the Decease of the Testator William Wainman.

Description of Property.	Contents.			Tenants Name.
	A.	R.	P.	
In Cowling.				
All that Farm called Lumb Mill Farm, consisting of Three Messuages, Five Cottages, Barns, Stables, Water Corn Mill, Drying Kilns, and Outbuildings, and several Closes or Parcels of Arable, Meadow, and Pasture Land, and Woody Ground, containing altogether	43	3	23	William Throup and Henry Robinson.

Wainman's Estate Act, 1856.

Description of Property.	Contents. A.	R.	P.	Tenants Names.
All that Farm called Norwood Farm, consisting of a Messuage, Barns, Stables, and Buildings, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, and Woody Ground, containing altogether	24	2	7	Joseph Shuttleworth.
All that Farm called Lane Ends Farm, consisting of a Messuage, Barn, Stable, Turf House, and Outbuildings, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, containing altogether	18	0	7	James Brigg.
All that Farm called Thornsfield Farm, consisting of a Messuage, Barn, and Outbuildings, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, containing together	18	3	25	Joseph Hopkinson.
All that other Farm called Woodside Farm, consisting of a Messuage, Barn, and Outbuildings, and several Closes, Pieces, and Parcels of Arable, Meadow, and Pasture Land, containing altogether	21	1	6	Joseph Bradley.
Also all that other Farm, called Raike's House Farm, consisting of a Messuage, Barn, and Outbuildings, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, containing altogether	18	2	35	Edmund Brigg.
Also all that other Farm called Craggside Farm, consisting of a Messuage, Barn, and Outbuildings, and several Closes or Parcels of Arable, Meadow, and Pasture Land, containing altogether	21	1	21	Hargreaves Green.
All that Farm called Owl Cotes Farm, consisting of a House, Barn, and Outbuildings, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, containing altogether	37	0	25	John Smith.
In Glusburn.				
All that Farm called the Leys, consisting of a Messuage, Barn, Stable, and Mistal, and several Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land, containing altogether	59	3	1	Hargreaves Green.

Geo. Higham.
Samuel Washington.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1856.