



ANNO TRICESIMO NONO

GEORGI III. REGIS.

Cap. 66.

An Act to empower the Right Honourable *Henry Earl Fauconberg*, to charge his Settled Estates in the Counties of *York* and *Chester*, with the Sum of Fifteen thousand Pounds, in lieu of the Right of him the said *Henry Earl Fauconberg*, and the other Tenants for Life, of the said Estates, to cut down Timber growing thereon; and to grant Building Leases of such Parts of the said Settled Estates as are near or adjoining to the Town of *Macclesfield*, in the said County of *Chester*; and for vesting the Manor, and other Hereditaments, of and in *Sutton in the Forest*, in the said County of *York*, other Part of the said Settled Estates in Trustees, in Trust, to sell the same, and out of the Money arising from the Sale thereof, to discharge the Incumbrances on the said Settled Estates.

[1st July 1799.]

[*Loc. & Per.*]

II K

WHEREAS

Preamble.

11th and 2d August 1726.
Settlement on the Marriage of *Thomas* the Father of the present Earl *Fauconberg*, with Miss *Catherine Fowler*, whereby a Term of 200 Years was created for raising 10,000*l.* for Portions for their Daughters and younger Sons.

WHEREAS by Indentures of Lease and Release, bearing Date respectively the First and Second Days of *August* One thousand seven hundred and twenty-six, duly enrolled in His Majesty's High Court of Chancery, the Release being of Five Parts, and made, or mentioned to be made, between the Right Honourable *Thomas* afterwards Earl *Fauconberg*, (by his then Name, Stile, Title, and Description, of the Right Honourable *Thomas* Viscount *Fauconberg* Baron of *Yarum*), and the Honourable *Rowland Belafyse* the Brother, and the Honourable *Rowland Belafyse* the Uncle of him the said *Thomas*, afterwards Earl *Fauconberg*, of the First Part; the Right Honourable *Catherine* afterwards the Wife of the said *Thomas* Earl *Fauconberg*, then *Catherine Fowler* Spinster, since deceased, of the Second Part; the Right Honourable *Walter Lord Aston*, and *Charles Fowler* Esquire, of the Third Part; the Right Honourable *Richard* Earl of *Scarborough*, and Sir *Edward Gascoyne* Baronet, of the Fourth Part; and the Right Honourable *Charles* Earl of *Carlisle*, and *Thomas Betham* Esquire, of the Fifth Part; the Manors or Lordships, or reputed Manors or Lordships of *Newborough cum Brink* otherwise *Newborough cum Brincke*, and *Ouleston* otherwise *Oulston*, *Cuckwold* otherwise *Coxwold*, *Thornton* otherwise *Thornton on the Hill*, and *Yeaversley* otherwise *Yearsley*, with their respective Rights, Members, and Appurtenances, in the said County of *York*, and all that capital Messuage, or chief Mansion House of *Newborough*, with all Buildings, Barns, Stables, Orchards, Gardens, Curtillages, and Appurtenances whatsoever, to the same belonging or appertaining; and all that Park or enclosed Ground, called *Newborough Park*; and all Messuages, Tofts, Cottages, Farms, Lands, Tenements, and Hereditaments, in *Newborough cum Brink* alias *Newborough cum Brincke*, *Ouleston* alias *Oulston*, *Cuckwold* alias *Coxwold*, *Yearsley* alias *Yeaversley*, and *Thornton upon the Hill*, any or either of them, in the said County of *York*; and all that the Manor of *Sutton*, with the Rights, Members, and Appurtenances, in the said County of *Chester*; and all other the Freehold Messuages, Lands, Tenements, and Hereditaments, of the said *Thomas* afterwards Earl *Fauconberg*, in the said County of *Chester*, with their Rights, Members, and Appurtenances, were, in Consideration of the Marriage which was then intended, and soon after had and solemnized, between the said *Thomas* afterwards Earl *Fauconberg*, and the said *Catherine* afterwards Countess *Fauconberg* then *Catherine Fowler*, limited and settled to the Use of the said *Thomas* afterwards Earl *Fauconberg*, for his Life, without Impeachment of Waste; Remainder to the Trustees therein named, and their Heirs, during the Life of the said *Thomas* afterwards Earl *Fauconberg*, in Trust, to preserve the contingent Remainders, and after his Death, and subject to an annual Sum or yearly Rent of One thousand Pounds, thereby limited to the said *Catherine* afterwards Countess *Fauconberg*, for her Life, for her Jointure, to the Use of the said *Richard* Earl of *Scarborough*, and Sir *Edward Gascoyne*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, upon Trust, by the Ways and Means in the said Indenture mentioned, to raise and levy any Sum or Sums of Money, not exceeding Ten thousand Pounds in the Whole, for the Portion and Portions of the younger Sons and Daughters of the said *Thomas* afterwards Earl *Fauconberg*, by the said *Catherine* afterwards Countess *Fauconberg*, to be paid at such Times, and in such Proportions as he the said *Thomas* afterwards Earl *Fauconberg* should

should by Deed or Will, executed as in the said Indenture is mentioned, direct or appoint; and in Default of such Direction or Appointment; then the said Sum of Ten thousand Pounds, to be equally divided between or amongst such younger Sons and Daughters, if more than one; and if only One such Child, the Whole to be for such only Child, and to be paid at the Times, in the Manner, and with such Provisions for the Maintenance and Education of the said Daughters and younger Sons, as in the said Indenture of Release is expressed and contained: And whereas, by an Indenture of Lease, and an Indenture of Appointment and Release, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and sixty-six, the Release and Appointment being of Six Parts, and made between the said *Thomas* then Earl *Fauconberg*, and the Right Honourable *Henry* now Earl *Fauconberg*, by his then Name and Description of the Right Honourable *Henry Belasyse*, only Son of the said *Thomas* then Earl *Fauconberg*, by the Right Honourable *Catherine* then late Countess *Fauconberg*, his Wife, deceased; and also Heir Apparent of the said *Thomas* then Earl *Fauconberg*, of the First Part, Sir *Matthew Lamb* Baronet, and the Right Honourable *Charlotte*, afterwards the Wife of the said *Henry* Earl *Fauconberg*, (by her then Name and Description of *Charlotte Lamb* Spinster, One of the Daughters of the said Sir *Matthew Lamb*), of the Second Part; the said *Richard* Earl of *Scarborough*, and the Right Honourable *John* Earl of *Ashburnham*, of the Third Part; the Right Reverend *Robert* Lord Bishop of *Peterborough*, and *Peniston Lamb* Esquire, only Son of the said Sir *Matthew Lamb*, of the Fourth Part; *William Belasyse* Esquire, and *Thomas Duncombe* Esquire, of the Fifth Part; and the Right Honourable *Frederick* Earl of *Carlisle*, the Right Honourable *William* Earl *Fitzwilliam*, the Right Honourable *John* Lord *Monson*, and *Stephen Croft* the elder, Esquire, since deceased, of the Sixth Part, (being the Settlement made previously to, and in Contemplation of a Marriage which was then intended and soon after solemnized between the said *Henry* now Earl *Fauconberg*, and *Charlotte* Countess *Fauconberg*, his Wife); reciting, among other Things, that by Indenture, bearing Date the Fourth Day of *March* One thousand seven hundred and thirty-one, and made or mentioned to be made between the said *Thomas* Earl *Fauconberg* of the One Part, and the said *Richard* Earl of *Scarborough*, and *Thomas Duncombe*, of the other Part; and by other Assurances in the Law, all those the Manors, or reputed Manors of *Kepwick* otherwise *Quebec*, and *Sutton on the Forest*; and all the Messuages, Granges, Farms, Lands, Tenements, Woods, Tythes, Hereditaments, and Premises, thereto belonging, in the North Riding of the said County of *York*, were, for the Considerations therein mentioned, settled, limited, and assured, to the Use of the said *Thomas* Earl *Fauconberg*, for his Life; and after his Death, to the Use of them the said *Richard* Earl of *Scarborough*, and *Thomas Duncombe*, and their Heirs, upon Trust, out of the Rents and Profits of the Premises, to raise and pay the yearly Sum of Five hundred Pounds unto the said *Catherine* late Countess *Fauconberg*, during her Life, as an Addition to her Jointure; and also upon Trust, that in case there should be a Son of the then said Earl and Countess *Fauconberg*, and Two or more younger Children, then the said Trustees should, by the Ways and Means therein mentioned, raise and levy the Sum of Five thousand Pounds as additional Portions for such younger Children, over and above the Portions provided for them, in and by the said Marriage Settlement,

and

27th and 28th
May 1766.
Settlement on
the Marriage
of the present
Earl *Faucon-
berg*, with
Miss *Charlotte
Lamb*, to the
Use of himself
for Life:
Remainder to
the Use of
Trustees for
500 Years, for
raising Por-
tions for the
Daughters and
younger Sons
of the Mar-
riage:
Remainder to
the Sons of
the Marriage,
successively,
in Tail Male:
Remainder to
his Sons by
any after-
taken Wife,
successively in
Tail Male:
and in Default
of such Issue,
to the right
Heirs of the
late Earl,
with Powers
to the present
Earl to join-
ture an after-
taken Wife,
and charge
with Portions
for the Chil-
dren of a sub-
sequent Mar-
riage.

and to be paid at such Times, and in such Manner as their original Portions were thereby made payable; in which now reciting Indenture is contained a Proviso or Declaration, that when the said annual Sum, and the gross Sums therein mentioned, should be raised and paid, or secured by the said Earl to the good Liking of the said Trustees, then the Estate thereby granted and conveyed should cease; and the said Trustees should, at the Request, Costs, and Charges of the said Earl, grant, release, and convey the said Manors, Hereditaments, and Premises, unto him, his Heirs and Assigns: It is by the said Indenture of Appointment and Release witnessed, that in Consideration of the said then intended Marriage, and for the other Considerations therein mentioned, all those the said Manors or Lordships, or reputed Manors or Lordships of *Newborough cum Brink* otherwise *Newborough cum Brincke*, *Ouleston* otherwise *Oulston*, *Cuckwold* otherwise *Coxwold*, *Thornton* otherwise *Thornton on the Hill*, and *Yeaversley* otherwise *Yearsley*, with their respective Rights, Royalties, Members, and Appurtenances, in the said County of *York*; and all that capital Messuage, or chief Mansion House of *Newborough*, with all Buildings, Barns, Stables, Orchards, Gardens, Curtilages, and Appurtenances whatsoever, to the same belonging, or in anywise appertaining; and all that Park or enclosed Ground, called *Newborough Park*; and all Messuages, Tofts, Cottages, Farms, Lands, Tenements, and Hereditaments, in *Newborough cum Brink* otherwise *Newborough cum Brincke*, *Ouleston* otherwise *Oulston*, *Cuckwold* otherwise *Coxwold*, *Yearsley* otherwise *Yeaversley* and *Thornton upon the Hill*, any or either of them, in the said County of *York*; and all that the Manor of *Sutton*, with its Rights, Royalties, Members, and Appurtenances, in the said County of *Chester*; and all other the Freehold Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever, of them the said *Thomas* then Earl *Fauconberg*, and *Henry* now Earl *Fauconberg*, or either of them, in the said County of *Chester*, with their Rights, Members, and Appurtenances, were conveyed, limited, settled, and assured by them the said *Thomas* then Earl *Fauconberg*, and *Henry* now Earl *Fauconberg*, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, in the said Indenture, expressed and contained, and in Part herein-after mentioned, (that is to say), immediately after the Solemnization of the said then intended Marriage, as to the said Manors and other Hereditaments of *Ouleston* otherwise *Oulston* and *Thornton on the Hill*, in the said County of *York*, and *Sutton*, in the said County of *Chester*, with their Rights, Members, and Appurtenances, to the Use of the said *Robert* Lord Bishop of *Peterborough*, and *Peniston Lamb*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon Trust, during the joint Lives of the said *Henry* now Earl *Fauconberg*, and *Charlotte* afterwards Countess *Fauconberg*, to pay to her the said *Charlotte* afterwards Countess *Fauconberg*, the annual Sums of Money therein mentioned for her separate Use, in the Nature of Pin Money, with a Proviso for the Cesser of the Term, on the Performance of the Trust; and after the Expiration, or sooner Determination of the said Term of One hundred Years, to the Use of the said *Henry* Earl *Fauconberg*, and his Assigns, during the Term of his natural Life, without Impeachment of Waste; and after the Determination of that Estate by Forfeiture, or otherwise, in his Lifetime, to the Use of the said *Richard* Earl of *Scarborough*, and *John* Earl of *Asburnham*, and their Heirs, during his Life, in Trust, to support

support the contingent Remainders; and as to the said Manors and other Hereditaments of *Newborough cum Brink* otherwise *Newborough cum Brincke*, *Cockwold* otherwise *Coxwold*, and *Yeaversley* otherwise *Yearsley*, and the capital Messuage or Mansion House of *Newborough*, and the Park called *Newborough Park*, and all other the Premises in the said County of *York*, which were not therein before limited to the said *Henry* now Earl *Fauconberg*, for his Life, with their Rights, Members, and Appurtenances, immediately after the Solemnization of the said then intended Marriage, to the Use of the said *William Belasyse* and *Thomas Duncombe*, their Executors, Administrators, and Assigns, for the Term of Four hundred Years, upon Trust, to raise the Sum of Five thousand Pounds provided for additional Portions for the younger Children of the said *Thomas* then Earl *Fauconberg*, by the said Indenture of the Fourth Day of *March* One thousand seven hundred and thirty-one; and after the Expiration, or sooner Determination of the said Term of Four hundred Years, to the Use of the said *Thomas* then Earl *Fauconberg*, and his Assigns, during his natural Life, without Impeachment of Waste; and after the Determination of that Estate, by Forfeiture, or otherwise, in his Lifetime, to the Use of the said *Richard* Earl of *Scarborough*, and *John* Earl of *Ashburnham*, and their Heirs, during his Life, in Trust, to preserve the contingent Remainders; and after his Decease, to the Use of the said *Henry* now Earl *Fauconberg*, and his Assigns, during his natural Life, without Impeachment of Waste; and after the Determination of that Estate by Forfeiture, or otherwise, in his Lifetime, to the Use of the said *Richard* Earl of *Scarborough*, and *John* Earl of *Ashburnham*, and their Heirs, during his Life, in Trust, to preserve the contingent Remainders; and as to the said Manor and other Hereditaments of and in *Sutton*, in the said County of *Chester*, immediately after the Decease of the said *Henry* Earl *Fauconberg*, to the Use of the said *Charlotte* afterwards Countess *Fauconberg*, during the joint Lives of her and the said *Thomas* then Earl *Fauconberg*; and as to all the said Manors and other Hereditaments in the said County of *York*, after the Determination of the several Uses, Estates, and Limitations, therein before limited, created, and declared, of and concerning the same, to the Use and Intent that the said *Charlotte* afterwards Countess *Fauconberg*, might, out of the said Manors and other Hereditaments in *Ouleston* otherwise *Oulston*, and *Thornton on the Hill*, receive the annual Sums of Money therein mentioned for her Jointure, and in Bar of her Dower, with usual Powers and Remedies for recovering and enforcing Payment thereof when in Arrear; and as to the said Manors and other Hereditaments charged with the said annual Sums, and the said Powers and Remedies for recovering and enforcing Payment thereof, to the Use of the said *Robert* Lord Bishop of *Peterborough*, and *Peniston Lamb*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, upon certain Trusts, for the further and better securing the Payment of the said annual Sums of Money; and as to all and singular the Manors and other Hereditaments comprised in, and limited and settled by the said Indenture, with their Rights, Members, and Appurtenances, immediately after the Determination of the several Uses and Estates therein before limited, of and concerning the same respectively, to the Use of the said *Frederick* Earl of *Carlisle*, *William* Earl *Fitzwilliam*, *John* Lord *Monson*, and *Stephen Croft*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon Trust, on the Event of there being One

[Loc. & Per.]

II L

Child

Child only of the said intended Marriage, other than or besides an eldest or only Son, to raise the Sum of Twelve thousand Pounds for the Portion of such One Child; and if there should be Two or more such Children, to raise the Sum of Fifteen thousand Pounds for Portions for such Two or more Children; and after the Expiration, or sooner Determination of the said Term of Five hundred Years, to the Use of the First and every other Son of the said *Henry* now Earl *Fauconberg*, by the said *Charlotte* afterwards Countess *Fauconberg*, severally and successively according to their respective Seniorities in Tail Mail, and for Default of such Issue, to the Use of the First and every other Son of the said *Henry* now Earl *Fauconberg*, by any after-taken Wife, severally and successively according to their respective Seniorities in Tail Mail; and for Default of such Issue, to the Use of the said *Thomas* Earl *Fauconberg*, his Heirs and Assigns for ever; and, by the same Indenture, Power was given to the said *Henry* now Earl *Fauconberg*, after the Death of the said *Charlotte* his then intended Wife, to appoint any annual Sum not exceeding One thousand Pounds, to be issuing out of all the thereby settled Premises, clear of Deductions, and with the usual Powers of Distress and Perception of Rents and Profits, and for a Term of Years, for the better securing the same, unto, upon, or to the Use of any Woman or Women, whom he the said *Henry* now Earl *Fauconberg*, might happen to marry after the Decease of the said *Charlotte* afterwards Countess *Fauconberg*; and a Power was given to the said *Henry* Earl *Fauconberg*, after the Decease of the said *Charlotte* afterwards Countess *Fauconberg*, to charge the thereby settled Premises with any Sum not exceeding Ten thousand Pounds, for Portions of any Children he might have by any after-taken Wife; and by the said Indenture now in Recital, Power was given to the said *Thomas* then Earl *Fauconberg*, and *Henry* now Earl *Fauconberg*, when respectively in Possession of the said Manors and other Hereditaments, to demise the same, (except the capital Messuage or chief Mansion House of *Newborough*, and the Building thereunto belonging, and the Park called *Newborough Park*), for Twenty-one Years, under the usual Restrictions: And it was thereby also agreed and declared by and between the said Parties thereto, that the said *Richard* Earl of *Scarborough*, and *John* Earl of *Ashburnham*, or the Survivor of them, or the Heirs of such Survivor, should, from and after the Solemnization of the said then intended Marriage, stand and be seised of, and in all and every the customary or Copyhold Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, therein mentioned, held of the Manor and Forest of *Macclesfield*, therein before agreed, directed, or appointed to be surrendered to, or vested in them, the said *Richard* Earl of *Scarborough*, and *John* Earl of *Ashburnham*, as aforesaid, with their and every of their Appurtenances, according to the Custom of the said Manor and Forest, to, for, upon, and subject to the several Uses, Trusts, Intents, and Purposes, therein and herein-after mentioned, expressed, and declared, (that is to say), to the Use of, or in Trust for, the said *Henry* now Earl *Fauconberg*, and his Assigns, for his Life; and after his Decease, to the Use of, or in Trust for, the said *Charlotte* afterwards Countess *Fauconberg*, and her Assigns, for and during the joint natural Lives of her and the said *Thomas* Earl *Fauconberg*; and after the Decease of either of them, to the Use of or in Trust for such Person and Persons respectively, as should for the Time being be seised of or entitled to the Freehold or Inheritance of the said Manor of *Sutton*, in the County of *Chester*,

Chester, by virtue of and under the Limitations of the said Settlement: And whereas the said *Thomas* late Earl *Fauconberg*, duly made and published his last Will and Testament in Writing, bearing Date the Seventh Day of *June* One thousand seven hundred and sixty-six; and thereby after reciting that he had then lately made a Settlement of some Part of his *Yorkshire* and all his *Cheshire* Estates, upon the Marriage of his Son *Henry* with *Charlotte* then his Wife; and that in and by such Settlement, which he the said Testator did thereby ratify and confirm, the Reversion in Fee Simple of those Settled Estates was reserved to him in Failure of Male Issue of his said Son, subject to such precedent Charges as were, or should happen to be thereupon, according to the Terms of the said Settlement; he did thereby give and devise his said Reversion unto and to the Use of the said *Richard* Earl of *Scarborough*, *Frederick* Earl of *Carlisle*, and *Stephen Croft*, and their Heirs, in Trust, to settle the same in Failure of Male Issue of the said Testator's own Body thereafter to be born, to his Brother *Rowland Bellafyse*, (since deceased), for his Life, without Impeachment of Waste, and with a proper Limitation for preserving contingent Uses; Remainder to his First and other Sons by Seniority in Tail Male; Remainder to the said Testator's Daughter *Catherine*, (since deceased), and her Male Issue in like strict Course of Settlement; Remainder to his Grandson *George Barnewell*, now the Right Honourable *George Barnewell*, Viscount *Kingland*, in the Kingdom of *Ireland*, and his Male Issue, in like Course of Settlement, and so on to the said Testator's Daughter *Mary*, (now the Widow and Relict of *Thomas Eyre*, late of *Hassop*, in the County of *Derby*, Esquire, deceased), and her Male Issue, and then to his Daughter *Anne*, (since deceased), and her Male Issue, with the last or ultimate Remainder to his own right Heirs; and his Will was, that in such Settlement thereby so directed to be made, should be contained like Powers of leasing for the several Tenants for Life, under the same, as was provided for the Tenants for Life under his said Son's Marriage Settlement, with such further Powers for each such Tenant for Life, to limit yearly Sums for Jointures, and a Term for securing the same, and to charge and secure younger Children's Portions and Maintenance as in the said Will was expressed; and as to all such and so much of his unsettled Estates as should be unfold or undisposed of for the Purposes aforesaid, and whether Free or Leasehold, in Trust to settle the same, subject and charged with such Annuities as he should leave, so near as might be successively to the several Uses of his Son's said Marriage Settlement, and of what was therein before directed, of and concerning the Reversion of the Premises comprized therein; but with this Difference in such last directed Settlement; (*videlicet*), of such respective Tenants for Life, under the same Settlement, only having Power of leasing as aforesaid, but not jointuring or limiting such One thousand Pounds a Year for his or her Wife or Husband, or of charging for younger Children's Portions: And whereas the said *Thomas*, late Earl *Fauconberg*, died some Time in the Year One thousand seven hundred and seventy-four, and his said Will was, soon after his Decease, duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas, by Indentures of Lease and Release, bearing Date respectively the Thirty-first Day of *May* and First Day of *June* One thousand seven hundred and eighty, the Release being of Three Parts, and made, or expressed to be made, between the said *Richard* Earl of *Scarborough*, *Frederick* Earl of *Carlisle*, and *Stephen Croft*, of the First Part; the said

7th June 1766.
Will of *Thomas* late Earl *Fauconberg*, whereby, in Failure of Issue Male of the Body of the present Earl, he devised his settled and unsettled Estates to Trustees, in Trust, to settle the same: To his Brother *Rowland Bellafyse*, for Life: Remainder to his Sons, successively, in Tail Male: Remainder to his Daughter *Catherine* and her Issue Male, in strict Settlement: Remainder to *Lord Kingland*, and his Issue Male, in like strict Settlement: Remainder to his Daughter *Mary*, and her Issue Male: Remainder to his own Right Heirs.

1774. The Death of the late Earl *Fauconberg*.

31st May and 1st June 1780. Mortgage, by the Trustees of the late Earl's Will, to *Mr. Ferriars*, for 1000 l.

Henry

Henry Earl Fauconberg, of the Second Part; and *Thomas Jervais* Gentleman, of the Third Part; in Consideration of the Sum of One thousand Pounds to the said *Richard Earl of Scarborough*, *Frederick Earl of Carlisle*, and *Stephen Croft*, lent by the said *Thomas Jervais*, (with the Privity and at the Request, and by the Direction of the said *Henry Earl Fauconberg*, testified as therein is mentioned, they the said *Richard Earl of Scarborough*, *Frederick Earl of Carlisle*, and *Stephen Croft*, by virtue and in pursuance of the Power and Authority to them given in and by the said Will of the said *Thomas*, then late Earl *Fauconberg*, and of all other Powers enabling them in that Behalf, did, with the Privity and by the Direction and Appointment of the said *Henry Earl Fauconberg*, testified as in the said Indenture is mentioned, release, and the said *Henry Earl Fauconberg* did grant, release, and confirm, unto the said *Thomas Jervais* and his Heirs, the Messuages, Closes, and other Hereditaments, in the said Indenture mentioned, situate in *Sutton in the Forest*, in the said County of *York*, Part of the Unsettled Estates of the said *Thomas* late Earl *Fauconberg*, and by him devised as herein-before is mentioned, with their Rights, Members, and Appurtenances, to hold the same unto, and to the Use of the said *Thomas Jervais*, his Heirs and Assigns, subject to a Proviso or Condition, Covenant and Agreement in the same Indenture contained, for the Redemption of the Premises by the said *Richard Earl of Scarborough*, *Frederick Earl of Carlisle*, and *Stephen Croft*, their Heirs, Executors, Administrators, or Assigns, on Payment to the said *Thomas Jervais*, his Executors, Administrators, or Assigns, of the Sum of One thousand Pounds, with Interest for the same, after the Rate on, or at the Days or Times, and in the Manner in the Indenture now in Recital, mentioned for the Payment thereof respectively: And whereas the said *Rowland Belasyse* the Brother is dead without Issue Male: And whereas the said Testator's Daughter, *Lady Catherine Belasyse*, is dead without having been married: And whereas the said *George Viscount Kingstand* hath not hitherto been married: And whereas the said Testator's Daughter, *Lady Mary Belasyse*, some Time since intermarried with the said *Thomas Eyre*; and the said *Thomas Eyre* hath lately departed this Life, and the said *Lady Mary* hath no Issue: And whereas the said Testator's Daughter, *Lady Ann Belasyse*, married *Francis Talbot* Esquire, and is dead without Issue: And whereas the said *Charlotte*, late Countess *Fauconberg*, lately departed this Life without having had Issue Male by the said *Henry Earl Fauconberg*: And whereas by Indenture bearing Date on or about the Fifth Day of *January* One thousand seven hundred and ninety-one, and made, or expressed to be made, between the said *Henry Earl Fauconberg* of the First Part, the Right Honourable *Jane* now Countess *Fauconberg*, then *Jane Chesbyre* Spinster, of the Second Part, and *James Hayes* Esquire, the Reverend *William Brereton* Clerk, and *Richard Benyon* Esquire, of the Third Part, (being the Settlement executed previously to, and in Contemplation of the Marriage which was then intended, and soon after solemnized between the said *Henry Earl Fauconberg*, and the said *Jane* now Countess *Fauconberg*, his Wife), he the said *Henry Earl Fauconberg*, in Consideration of the said then intended Marriage, and the other Considerations in the said Indenture mentioned, did demise unto the said *James Hayes*, *William Brereton*, and *Richard Benyon*, the Manor and other Hereditaments of and in *Sutton* aforesaid, in the said County of *Chester*, Part of the Estate comprised in, and limited and settled by, the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred

Death of *Rowland Belasyse*, without Male Issue.
 Death of *Lady Catherine*, unmarried.
 Lord *Kingsland* unmarried.
 Marriage of *Lady Mary* with *Thomas Eyre* Esq. since deceased; and *Lady Mary* hath no Issue Male.
 Marriage of *Lady Ann*, and her Death, without Issue Male.
 Death of the late Countess *Fauconberg*.
 5th Jan. 1791, Settlement on the Marriage of the present Earl with *Jane* now Countess *Fauconberg*, whereby the said Earl bargained, sold, and demised Part of the

hundred and sixty-six; with their Rights, Members, and Appurtenances; to hold the same unto the said *James Hayes, William Brereton, and Richard Benyon*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon Trust, by the Ways and Means therein mentioned, to secure to the said *Jane* now Countess *Fauconberg*, during the joint Lives of her and the said *Henry Earl Fauconberg*, a clear annual Sum of Three hundred Pounds for her separate Use, in the Nature of Pin Money; and by the same Indenture, the said *Henry Earl Fauconberg*, by virtue of, and in Exercise of the Power to him for that Purpose, limited by the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, and every other Power or Authority enabling him in that Behalf, did appoint unto the said *Jane* now Countess *Fauconberg*, in case the said then intended Marriage should take Effect, and she should survive him the said *Henry Earl Fauconberg*, One Annuity, or clear yearly Rent Charge of One thousand Pounds, to be issuing out of and from all those the Freehold Manors and other Hereditaments in the said Counties of *York* and *Chester*, comprized in, and limited and settled by the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, as herein-before is mentioned; and their Rights, Members, and Appurtenances, and also from and out of the several customary Messuages and other Hereditaments held of the said Manor or Forest of *Macclesfield*, in the same Indenture mentioned and covenanted, to be surrendered, with their Appurtenances, and to be paid to the said *Jane* now Countess *Fauconberg*, and her Assigns, during her Life, for her Jointure, and in Bar of her Dower, with usual Powers and Remedies of Distress and Entry, and of Perception of Rents, Issues, and Profits, for recovering and enforcing Payment thereof when in Arrear; and by the same Indenture of the Fifth Day of *January* One thousand seven hundred and ninety-one, the said *Henry Earl Fauconberg*, for the Considerations therein mentioned, did, by virtue of the Power contained in the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, and every other Power enabling him in that Behalf, charge the said Freehold and Copyhold Manors, and other Hereditaments in the said Counties of *York* and *Chester*, by the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, settled and covenanted to be surrendered as aforesaid, with their Rights, Members, and Appurtenances, with the Payment of the Sum of Ten thousand Pounds for Portions for the Daughters and younger Sons of the said *Henry Earl Fauconberg*, by the said *Jane* now Countess *Fauconberg*, to be paid, and payable at such Times, in such Proportions, and in such Manner as therein after should be mentioned; and by the same Indenture of the Fifth Day of *January* One thousand seven hundred and ninety-one, the said *Henry Earl Fauconberg*, for the Considerations therein mentioned, did demise, grant, bargain, and sell unto the said *James Hayes, William Brereton, and Richard Benyon*, their Executors, Administrators, and Assigns, the same Freehold and Copyhold Manors, Messuages, and other Hereditaments, with their Rights, Members, and Appurtenances, for the Term of Three hundred Years, upon Trust, the further and better to secure to the said *Jane* Countess *Fauconberg*, and her Assigns, during her Life, the annual Sum of One thousand Pounds therein before limited to her for her Jointure, and in Bar of her Dower; and upon further Trust; by the Ways and Means in the said Indenture mentioned, to levy and raise the Sum of

settled Estate to Trustees, for 100 Years, for raising Pin Money, and charged the Estate with 1000 l. a Year for the Jointure of his present Wife; and with 10,000 l. a Year for Portions for Daughters and younger Sons; and with a Term of 300 Years for securing same.

That the said Earl hath no Issue by his present Wife. Timber on the Estate valued at 32,000 l. The Earl, being Tenant for Life, without Impeachment of Waste, may cut down the same.

That felling the Timber would be prejudicial to the Estate :

That it would be beneficial to all Persons interested, that his Lordship should relinquish his Power of felling Timber, and have Power to charge it with 15,000 l. :

That the Manor of Sutton, in the County of Chester, and the Copyhold Lands within the Manor and Forest of Macclesfield, lie near the Town of Macclesfield :

And that it would improve the Estates, and be a publick Convenience, that the same should be built upon :

That the Powers of the Settlement do not warrant Building Leases.

18th Oct. 1797. Agreement between Earl Fauconberg and the Rev. Henry Goodricke, for the Sale, to the said Henry Goodricke, of the Manor of Sutton on the Forest, for 30,000 l.

Ten thousand Pounds therein before charged for Portions for the Daughters and younger Sons of the said *Henry Earl Fauconberg*, by the said *Jane* now Countess *Fauconberg* : And whereas the said *Henry Earl Fauconberg* hath no Issue by the said *Jane* now Countess *Fauconberg* : And whereas there is a considerable Quantity of Timber on the Estates comprized in the Settlement and Will herein-before recited ; and the said *Henry Earl Fauconberg* hath lately caused a Valuation to be made of the same ; and by the said Valuation the same is now worth, to be sold, the Sum of Thirty-two thousand Pounds : And whereas the said *Henry Earl Fauconberg* is Tenant for Life of the said Estates, without Impeachment of Waste : And whereas, if the said *Henry Earl Fauconberg* were to cut down the said Timber, the said Estates would be lessened in Value, not only in respect of the Worth or Value of the Timber itself, but in respect to the general Advantage which all Estates, and this Estate in particular, derive from the Timber growing thereupon : And whereas it would be greatly beneficial to the said *Henry Earl Fauconberg*, and to the Persons upon whom the said Estates are settled after his Lordship's Decease, that the said *Henry Earl Fauconberg* should relinquish his Power as Tenant for Life, without Impeachment of Waste, of cutting down the said Timber, and that in lieu thereof he should have a Power of charging the same with a Sum of Money ; and the said *Henry Earl Fauconberg* hath therefore proposed to relinquish his said Power on being allowed to charge the said Estates with a Sum of Fifteen thousand Pounds : And whereas the Lands and Hereditaments of or belonging to the said Manor of *Sutton*, in the said County of *Chester*, and also the said Customary or Copyhold Lands within the said Manor and Forest of *Macclesfield*, are situate near or adjoining to the Town of *Macclesfield*, in the said County of *Chester* : And whereas the said Town of *Macclesfield* is a large manufacturing Town, and Land is much wanted there for building thereupon, and it would therefore be a great and lasting Improvement of the said settled Estates within or belonging to the same Manor of *Sutton*, and contribute to publick Convenience, if certain Parcels of the said Lands near or adjoining to the said Town were laid out in new Streets, or otherwise to be built upon, and if new Messuages and Buildings were built and erected thereon : And whereas it is apprehended that several Persons will be ready and willing, at their own Expence and Risk, to undertake the building and perfecting of such new Messuages and Buildings, upon having such Leases and Estates made and granted to them as will be a sufficient Encouragement so to do, but by Reason of the Limitations and Trusts in the said recited Settlement of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, and the said Will of the said *Thomas* late Earl *Fauconberg*, and the restrained and limited Nature of the Powers of Leasing, thereby respectively given as aforesaid, such Leases cannot be granted without the Aid of Parliament : And whereas by Articles of Agreement, bearing Date the Eighteenth Day of *October* in the Year of our Lord One thousand seven hundred and ninety-seven, and made, or expressed to be made, between the said *Henry Earl Fauconberg*, of the one Part, and the Reverend *Henry Goodricke*, of *Sutton upon the Forest*, in the said County of *York*, of the other Part ; the said *Henry Earl Fauconberg*, in Consideration of the Agreement therein-after contained, on the Part and Behalf of the said *Henry Goodricke*, did promise and agree, that he, the said *Henry Earl Fauconberg*, and all and every other Person and Persons whatsoever, lawfully claiming,

ing, or to claim any Estate or Interest in the Manor, Messuages, Lands, Tenements, and Hereditaments therein-after mentioned, or any Part thereof, should, on or before the Fifth Day of *April* next ensuing the Date thereof, at the Costs and Charges in the Law of the said *Henry Goodricke*, and by such good and sufficient Conveyances and Assurances in the Law as the said *Henry Goodricke*, or his Counsel, should advise or require, well and sufficiently convey and assure, or cause and procure to be well and sufficiently conveyed and assured, unto and to the Use of the said *Henry Goodricke*, his Heirs and Assigns, or unto and to the Use of such other Person or Persons as he, the said *Henry Goodricke*, should nominate, direct, or appoint for that Purpose, all that the said Manor of *Sutton upon the Forest*, with its Rights, Members, and Appurtenances; and also all those several Messuages, Cottages, Farms, Lands, and Tenements of him, the said *Henry Earl Fauconberg*, or any Person or Persons in Trust for him, or to his Use, situate, lying, and being at *Sutton upon the Forest* aforesaid, containing One thousand seven hundred Acres, or thereabouts; with their and every their Rights, Members, and Appurtenances; and also several annual Fee-farm Rents, amounting yearly to the Sum of Sixteen Pounds Seventeen Shillings and Nine-pence, and then or then lately payable, by and out of the Estates of the said *Henry Goodricke*, *Thomas Proud*, *Thomas Thompson*, *Thomas Pool*, *Richard Batters*, *Edward Simpson*, *John Dixon*, *John Jackson*, *George Bland*, *John Jackson*, *Elizabeth Wright*, *Robert Wright*, and *Marmaduke Horsley*, which said Manor, Messuages, Cottages, Farms, Lands, and Tenements, and Fee-Farm Rents, were together of the yearly Value of, or yield Rents and Profits to the Amount of One thousand one hundred and fourteen Pounds Five Shillings and Nine-pence; and also that he, the said *Henry Earl Fauconberg*, would permit and suffer the said *Henry Goodricke* to receive and take to his own Use, the Rents and Profits of the said Manor, Hereditaments, and Premises, from the Fifth Day of *April* then next ensuing the Date thereof; and should and would put and place the said *Henry Goodricke*, or such Person or Persons as he should appoint, in full and quiet Possession of the said Manor, Hereditaments, and Premises, on the said Fifth Day of *April* next ensuing the Date thereof, (save and except a Cottage and Garth which *John Wright* held under a Lease, at Four Pounds *per Annum*, Seventeen or Eighteen Years of which were then to come); and that he, the said *Henry Earl Fauconberg*, and all other necessary Parties, should and would convey and assure, or cause and procure the said Manor, Messuages, Cottages, Farms, Lands, Tenements, and Fee-Farm Rents, Hereditaments, and Premises, to be conveyed and assured as aforesaid, unto, and to the Use of the said *Henry Goodricke*, his Heirs and Assigns; or unto, and to the Use of such other Person or Persons as he, the said *Henry Goodricke*, should direct or appoint, and make him a good Title thereto, for an absolute Estate of Inheritance, in Fee-Simple, free from all Incumbrances, except and subject only to the Land Tax, and other publick Taxes, Parliamentary and Parochial, and to the several other yearly Out-Payments therein-after mentioned, amounting together to the Sum of Ninety-two Pounds Six Shillings and Four-pence; (that is to say,) to *Charles Slingby Dutcombe* Esquire, Fifty Pounds Three Shillings and Four-pence; to the said *Henry Goodricke*, Twenty-nine Pounds Five Shillings and Four-pence Halfpenny; to the Reverend Mr.

Cheap,

Cheap, Twelve Pounds Six Shillings and Sixpence; and to *New College Oxford*, Eleven Shillings and One Penny Halfpenny; and in Consideration of the Premises, the said *Henry Goodricke* did promise and agree to and with the said *Henry Earl Fauconberg*, that he, the said *Henry Goodricke*, should and would well and truly pay, or cause to be paid, unto the said *Henry Earl Fauconberg*, or his Assigns, the full Sum of Thirty thousand Pounds, on or before the said Fifth Day of *April* then next ensuing, on the due Execution of the said intended Conveyance and Assurance of the said Manor, Messuages, Cottages, Farms, Lands, Fee-Farm Rents, Hereditaments, and Premises, with their and every of their Rights, Members, and Appurtenances, unto the said *Henry Goodricke*, his Heirs and Assigns, or unto, and to the Use of such Person or Persons as he the said *Henry Goodricke* should direct or appoint; which said Sum of Thirty thousand Pounds was by the said *Henry Earl Fauconberg* and *Henry Goodricke* thereby agreed to be the full Consideration Money for the absolute Purchase of the said Manor, Messuages, Cottages, Farms, Lands, Fee-Farm Rents, Hereditaments, and Premises: And whereas the Sums of Money charged upon the said Estates, as herein-before is mentioned, amount to the Sum of Thirty-one thousand Pounds, and are a very great Incumbrance thereupon, and the Persons entitled to the same respectively, are desirous that the same should be raised and paid to them respectively, and the same are particularly mentioned in Schedule (B) hereunto annexed: And whereas the said Manor and other Hereditaments of and in *Sutton in the Forest*, in the said County of *York*, lie detached from the Bulk of the said Settled Estates: And whereas it would be for the Benefit of the several Persons entitled to the said Settled Estates, that the Contract entered into between the said *Henry Earl Fauconberg* and *Henry Goodricke*, for the Sale of the said Manor and other Hereditaments of and in *Sutton in the Forest*, in the said County of *York*, should be carried into Execution, and that the Money arising from the said Sale should be applied towards the Discharge of the said several Sums of Money, amounting to the Sum of Thirty-one thousand Pounds; but by Reason of the Devises, Trusts, or Directions, contained in the said Will of the said *Thomas Earl Fauconberg*, or to be contained in the Settlement to be made in pursuance thereof, the said Contract cannot be carried into Execution without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects, the said *Henry Earl Fauconberg*, the said *Jane Countess Fauconberg* his Wife, and the said *George Barnewell Viscount Kingstland*, and Lady *Mary Eyre*, most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful for the said *Henry Earl Fauconberg*, at any Time or Times during his natural Life, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered, in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament, in Writing, or any Codicil thereto, or any Writing in the Nature of, or purporting to be his last Will and Testament, in Writing, or Codicil, to be by him signed and published in the Presence of, and attested by Three or more credible Witnesses, to subject and charge all or any of the said Manors and other Hereditaments, situate in the Counties of *York* and *Chester*, comprized in the said Indenture of Release and Settlement,

That the 31,000*l.* is a heavy Charge on the Estate; due, as stated in a Schedule; and it would be expedient that the same should be raised, and paid to them respectively: That the Manor of *Sutton*, in the County of *York*, lies detached, and might be sold to great Advantage.

Power to the Earl to charge the Estate with 15,000*l.*;

ment, of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, and in the said Will of the said *Thomas* late Earl *Fauconberg*, and thereby respectively settled, as herein-before is mentioned and recited, other than and except the said Manor of, and other Hereditaments of and in *Sutton in the Forest*, in the said County of *York*, (but subject, and without Prejudice, to the Term of Two hundred Years, created by the said Indenture of the Second Day of *August* One thousand seven hundred and twenty-six, and the Sum of Ten thousand Pounds, thereby secured, and the Interest thereof; and to the Sum of Five thousand Pounds, secured for Portions by the said Indenture of the Fourth Day of *March* One thousand seven hundred and thirty-one, and the Interest thereof; and to the Term of Four hundred Years created by the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, for securing the said Sum of Five thousand Pounds, and the Interest thereof, and to the Term of Five hundred Years, created by the same Indenture, and the Sum of Fifteen thousand Pounds secured thereby, and the Interest thereof, and to the said Mortgage Debt of One thousand Pounds, secured to the said *Thomas Jervais* by the said Indentures of the Thirty-first Day of *May* and the First Day of *June* One thousand seven hundred and eighty, and the Interest thereof respectively), to and with any Sum or Sums of Money, not exceeding in the Whole the Sum of Fifteen thousand Pounds, of lawful Money of *Great Britain*, for his own Use, and to be applied and disposed of as he shall think proper, together with lawful Interest for the same; and for securing the Payment thereof, (but subject and without Prejudice, as aforesaid), to grant and demise the Hereditaments so to be charged, with their Appurtenances, to any Person or Persons, for any Term or Number of Years, so that such Term or Terms be made redeemable, or be made to cease on Repayment of the principal Money thereby to be secured, and the Interest thereof; and so that the said *Henry Earl Fauconberg* do, by any such Instruments taking Effect in his Lifetime, covenant to pay and keep down the Interest of such principal Money during his Life.

II. Provided always, That if the said *Henry Earl Fauconberg* shall die without charging the said Manors and other Hereditaments, or some Part thereof, with the said Sum of Fifteen thousand Pounds, then, and in such Case, the same Manors and other Hereditaments, which he is hereby empowered to charge as aforesaid, shall (but subject and without Prejudice as aforesaid) be from his Death charged and chargeable with the Sum of Fifteen thousand Pounds, or so much thereof as shall not have been charged in his Lifetime, with Interest thereon from his Death, after the Rate of Five Pounds *per Centum per Annum*, and the Sum which shall not have been charged by him in his Lifetime, and the Interest thereof shall be, and be considered as Part of his Personal Estate, and shall and may be raised by his Executors or Administrators, by the Deed or Deeds, and in the Manner by and in which he the said *Henry Earl Fauconberg*, is hereby authorized to raise the said Sum of Fifteen thousand Pounds, and the Interest thereof in his Lifetime.

and if his Lordship should not charge the same, the Estates to be charged therewith for his personal Representatives.

III. And be it further enacted, That in Consideration of the Power herein-before given to the said *Henry Earl Fauconberg*, his Executors and Administrators, to charge the said Manors and other Hereditaments, (except as aforesaid), with Fifteen thousand Pounds as herein-before is men-

Extinction of his Lordship's Power of committing Waste.

[*Loc. & Per.*]

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tioned, the Powers which as Tenants for Life respectively, without Impeachment of Waste, the said *Henry Earl Fauconberg*, *George Barnewell Viscount Kingstand*, and *Lady Mary Eyre* respectively, by virtue of or under the said Indentures of the First and Second Days of *August* One thousand seven hundred and twenty-six; and the said Will of the said *Thomas Earl Fauconberg*, and the Settlement to be made in pursuance thereof, have, or are entitled to have, of cutting down the Timber and other Trees growing upon the said Estates, in the said Counties of *York* and *Chester*, comprized in the said Indentures and Will respectively, as herein-before is mentioned, shall, immediately from and after the passing of this Act, absolutely cease, determine, and be extinguished, and thenceforth the said *Henry Earl Fauconberg*, *George Barnewell Viscount Kingstand*, and *Lady Mary Eyre* respectively, shall, for cutting down any Timber, or other Trees, be subject and liable to the Actions, Penalties, and Forfeitures, to which Tenants for Life, subject to Impeachment for Waste, are in such Cases at Law or in Equity subject or liable.

Power to
grant Building
Leases.

IV. And be it further enacted, That, from and immediately after the passing of this Act, it shall and may be lawful to and for the said *Henry Earl Fauconberg*, during his Life, and after his Decease, to and for the said *George Barnewell Viscount Kingstand*, and *Lady Mary Eyre*, in case and when they shall respectively be in the actual Possession of or entitled to the Rents and Profits of the Manors and other Hereditaments devised or directed to be settled by the said Will of the said *Thomas Earl Fauconberg*, as herein-before is mentioned, under or by virtue of the Devises or Trusts of the said Will, or the Settlement thereby directed to be made: And also to and for the Guardian or Guardians for the Time being of any Infant or Infants, who under or by virtue of any of the Limitations in the said recited Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, or the said recited Will of the said *Thomas Earl Fauconberg*, or in the Settlement by the same Will directed to be made, shall or may for the Time being become entitled to the Manors and other Hereditaments therein respectively comprized, during the Minority or respective Minorities of any such Infant or Infants, and before he, she, or they shall respectively attain the Age of Twenty-one Years, but as to the Lease or Leases to be granted by the Guardian or Guardians, the same to be with the Consent and Approbation of the Court of Chancery, by Indenture or Indentures, to be by him, her, or them, the said *Henry Earl Fauconberg*, *George Barnewell Viscount Kingstand*, and *Lady Mary Eyre*, or the said Guardian or Guardians respectively, sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time to demise, lease, and grant all or any such Part or Parts of the Lands or Hereditaments of or belonging to or Parcel of the said Manor of *Sutton*, in the said County of *Chester*, or the Water, or Use of the Water, running or flowing within the same; and (with the Consent in Writing of the Lord or Lords, Lady or Ladies of the said Manor and Forest of *Macclesfield* for the Time being) to demise, lease, and grant all or any or such Part or Parts of the said Customary or Copyhold Lands or Hereditaments held of the Lord or Lords, or Lady or Ladies of the said Manor and Forest of *Macclesfield*, as is or are situate near or adjoining to the said Town of *Macclesfield*, to any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years, to take Effect in Possession and
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not in Reversion, or by Way of future Interest, for the Purpose of building, erecting, or laying out any new Messuages; Houses, Warehouses, Mills, Wharfs, Quays, Edifices, or Buildings upon the same, with Liberty for the Lessee or Lessees in such Lease or Leases to be named, to take down any Buildings which may happen to be comprized in any such Lease or Leases at the Time of granting thereof, and to convert or dispose of the Materials of such Buildings to such Uses and Purposes as shall in such Lease or Leases be mentioned or agreed upon; and also to lay out and appropriate any Part of the Premises to be comprized in such Lease or Leases, as and for any Square or Squares, Opening or Openings, Yard or Yards, Garden or Gardens, Street or Streets, Way or Ways, Passage or Passages, for the Use and Convenience of such Lessee or Lessees, and other the Tenants or Occupiers of the said Premises, in such Manner as in the said Lease or Leases shall be also mentioned and agreed upon, so as the Terms upon which every such Lease shall be granted, and an Estimate of the Buildings, Repairs, or Improvements to be made on or to the Premises thereby to be demised, be delivered to the Trustees or Trustee for the Time being, for the Purpose of making the Sale or Sales hereby authorized and directed to be made, as hereinafter is mentioned, to be preserved and kept by them or him for the Benefit of the Persons entitled in Remainder to the said Estate, and so as, in every such Lease, there be reserved the best yearly Rent or Rents, that can or may be reasonably had or gotten for the same respectively; Regard being had to the Sums to be expended in making such Buildings, Repairs, or Improvements, to continue payable Half-yearly, or oftener; and so that, in all such Leases, Clauses be contained, compelling the Lessees to make and do the Buildings, Repairs, and Improvements specified in such Estimate, and also a Proviso for Re-entry for Non payment of the Rent or Rents thereby respectively to be reserved, or Non-performance of the Covenants to be therein contained, and so as the Trustees or Trustee for the Time being, for the Purpose of making the Sale or Sales hereby authorized and directed to be made as herein-after mentioned, be made Parties to, and testify their or his Consent and Approbation to every such Lease, by sealing and delivering the same in the Presence of Two or more credible Witnesses, and so as such respective Lessees execute Counterparts thereof.

V. And be it further enacted, That, from and after the passing of this present Act, all that the Manor or Lordship, or reputed Manor or Lordship of *Sutton upon the Forest*, in the said County of *York*; and all the Messuages, Farms, Lands, Tenements, Woods, Underwoods, and other Hereditaments, situate, lying, and being within, or being Part or Parcel; or reputed Part or Parcel of the said Manor or Lordship, or reputed Manor or Lordship of *Sutton upon the Forest*, or within the Parish, Precinct, or Place, or reputed to be within the Parish, Precinct, or Place, of the said Manor or Lordship, or reputed Manor or Lordship of *Sutton upon the Forest*, devised or directed to be settled by the said Will of the said *Thomas* late Earl *Fauconberg*, with their Rights, Members, and Appurtenances, (and which said Messuages, Farms, Lands, Tenements, Woods, Underwoods, and other Hereditaments are particularly mentioned in the Schedule annexed to this Act), shall be vested in, and settled upon *Sir George Wombwell* Baronet, and *Robert Blake*, of *Essex Street*, in the County of *Middlesex*, Gentleman, their Heirs and Assigns, to the Use

Manor of
Sutton, in the
County of
York, vested in
Trustees for
Sale.

and

and Behoof of them the said Sir *George Wombwell* and *Robert Blake*, and their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of and from all and singular the Uses, Trusts, Estates, Limitations, Powers, Agreements, and Declarations, in and by the said Will of the said *Thomas* late Earl *Fauconberg*, or the Settlement to be made in pursuance thereof, and the said Indenture of the Fifth Day of *January* One thousand seven hundred and ninety-one, limited, created, expressed, or contained, or directed to be limited, created, expressed, or contained, of and concerning the same; but upon and for the several Trusts, Intents, and Purposes, herein-after mentioned, of and concerning the same, (that is to say), upon Trust; that they the said Sir *George Wombwell* and *Robert Blake*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, upon Payment by the said *Henry Goodricke*, his Executors, Administrators, or Assigns, of the Sum of Thirty thousand Pounds in Manner herein-after mentioned, grant, convey, and assure the said Manor and other Hereditaments of and in *Sutton upon the Forest*, hereby vested in the said Sir *George Wombwell* and *Robert Blake*, and their Heirs, in Trust for Sale, as herein before is mentioned, with their respective Rights, Members, and Appurtenances, unto and to the Use of or in Trust for the said *Henry Goodricke*, his Heirs and Assigns, or as he or they shall direct or appoint, and do and shall make, do, and execute all such Acts, Deeds, Matters, Things, Conveyances, and Assurances, in the Law, as the said Sir *George Wombwell* and *Robert Blake*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall think necessary, proper, or expedient, for effectuating or completing such Sale or Sales as aforesaid.

Application of the Purchase Money, in Discharge of the 31,000 *l.* and 15,000 *l.* and the Residue into the Bank.

VI. And be it further enacted and declared, That the said *Henry Goodricke*, his Heirs, Executors, or Administrators, shall pay or apply, or cause to be paid or applied, the Sum of Thirty thousand Pounds, so by him contracted and agreed to be paid for the Purchase of the said Manor, and other Hereditaments as herein-before is mentioned, in or towards Satisfaction and Discharge of the said several Sums of Money charged upon the said Estates, and amounting to the Sum of Thirty-one thousand Pounds as herein-before is mentioned.

Application of the Rents until the Sale.

VII. Provided always, and be it further enacted, That until the said Manor and other Hereditaments shall be so sold in pursuance of the Trusts of the said Act, and in the mean Time subject to the said Trusts, all and singular the said Manor and other Hereditaments, or such of them as shall from Time to Time remain undisposed of and unsold, shall be held by the said Sir *George Wombwell* and *Robert Blake*, their Heirs and Assigns, in Trust for such Person or Persons, for such Estates and Interests, and the Rents and Profits thereof shall be paid and applied in such Manner as the same would respectively have gone or be applicable if this present Act had not been made, and shall and may be applied and disposed of accordingly; any Thing herein contained to the contrary notwithstanding.

Power to the Trustees to sell Timber, and to apply the same in Discharge of

VIII. Provided always nevertheless, and be it further enacted, That it shall and may be lawful to and for the said Sir *George Wombwell* and *Robert Blake*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time, and at all Times hereafter; and

and he and they are hereby authorized and directed, upon the Request of the said *Henry Earl Fauconberg*, during his Life, and after his Decease, upon the Request of the Person or Persons who for the Time shall, under and by virtue of the Limitations contained in the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, or the said Will of the said *Thomas Earl Fauconberg*, or the Settlement to be made in pursuance thereof, be entitled to the actual Freehold or Inheritance of the Manors and other Hereditaments therein respectively comprized, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then upon the Request of his, her, or their Guardian or Guardians, for the Time being, (such Request to be testified by some Writing, under the Hand or Hands of the Person or Persons making the same), to fell and cut down the Timber and Wood now standing or growing, or which hereafter shall be standing or growing within or upon the said Manor and other Hereditaments comprized in the said Indentures of the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and sixty-six, and the said Will of the said *Thomas* late *Earl Fauconberg*, (other than the Timber and Wood standing or growing within the said Manor of *Sutton on the Forest*, in the said County of *York*), and to sell the same to such Person or Persons for such Price or Prices, and either by publick Auction or private Contract, and in such Manner as he or they shall think fit, and to sign or give a Receipt or Receipts in Writing for the Money arising from the Sale of the said Timber and Wood, or any Part or Parts thereof, and that the said Receipt or Receipts shall discharge the Person or Persons to whom the same shall be given for the Money therein mentioned or expressed to be received, and from being accountable or answerable for the Loss, Misapplication, or Nonapplication thereof, or of any Part thereof; and that the said *Sir George Wombwell* and *Robert Blake*, and the Survivor of them, and the Executors and Administrators of such Survivor, shall apply the Money to arise by the said Sale or Sales thereof, in Manner herein-after mentioned, (that is to say), do, and shall, in the first Place, pay and apply the said Sum or Sums of Money in and towards the Discharge of the Costs, Charges, and Expences, which shall be incurred in and about applying for, obtaining, and passing this Act, and carrying the same into Execution; and in the next Place, in the Discharge of so much of the said Sums, amounting together to the Sum of Thirty-one thousand Pounds, as shall not be discharged by and with the Sum of Thirty thousand Pounds, so contracted and agreed by the said *Henry Goodricke*, to be paid for the Purchase of the said Manor and other Hereditaments hereby vested in the said *Sir George Wombwell* and *Robert Blake*, and their Heirs, in Trust, for Sale as herein-before is mentioned; and in the next Place, in or towards the Discharge of the said Sum of Fifteen thousand Pounds, which the said *Henry Earl Fauconberg*, his Executors or Administrators, is or are so empowered, or authorized to charge as herein-before is mentioned; and do, and shall pay the Surplus and Residue thereof, if any, to the Person or Persons who at the Time when such Timber or Wood shall be felled or cut down, shall be entitled to the actual Freehold or Inheritance of the Lands and Hereditaments upon which the said Timber or Trees so felled or cut down shall have been standing or growing.

the 31,000 l.
and 15,000 l.
and the Sur-
plus to the
Persons for
the Time be-
ing entitled
to the Estate.

Before any Timber shall be cut, Two Surveyors shall be appointed, who shall make and certify, on Oath, a List of the Trees fit to be cut down.

IX. Provided always, and be it further enacted, That before any Timber or other Trees shall be felled by virtue of this Act, the Person who shall for the Time being be in Possession of, or entitled to the Rents and Profits of the Lands on which such Timber or other Trees shall be standing or growing, such Person having attained the Age of Twenty-one Years, or otherwise, the Guardian or Guardians of such Person shall appoint a Surveyor, and the said Sir *George Wombwell* and *Robert Blake*, or the Survivor of them, or the Executors or Administrators of such Survivor, shall appoint another Surveyor to view and take an Account of the Timber or other Trees growing or to grow thereupon, or upon any Part or Parts thereof, which shall be of full Growth and Height of Improvement, or in a State of Decay, or prejudicial to the young thriving Trees as aforesaid, and to mark the same, and to set down in a Book, to be provided for that Purpose, the Names of the Farms, Fields, Coppices, or Places, on which the same are standing, and the Number and Species of such Trees, and the Values thereof respectively; and before the felling of any such Trees, such Surveyors shall sign such Book, and produce the same, and take an Oath before a Justice of the Peace acting for the County in which such Trees so to be felled as aforesaid shall be standing or growing, (which Oath such Justice is hereby empowered to administer), that the said Book doth, according to the best of their the said Surveyors Knowledge, Judgement, and Belief, contain a true Account of the Number, Kinds, Value, and Situation, of such Trees therein specified, and that the same are at their full Growth and Height of Improvement, or in a State of Decay or proper to be cut down, on Account of the young thriving Trees near the same, and the said Justice is hereby authorized and required to sign his Attestation of the taking of such Oath as aforesaid in the said Book.

Catalogue of Trees so authenticated to be produced to the Trustees.

X. And be it further enacted, That the said Book so authenticated shall be produced before the said Trustees, or the Survivor of them, or the Executors or Administrators of such Survivor, and the Account therein contained being approved of by them or him, they or he shall cause the same to be deposited with the Clerk of the Peace for the North Riding of the County of *York* for safe Custody, (who is hereby required to receive, and at all Times thereafter to produce the same to any of the Parties interested), and the said Timber and other Trees so contained and set down in such Book, shall be offered to be sold to the Person for the Time being in the Possession of, or entitled to the Rents and Profits of the said Lands on which the said Timber and Trees shall be standing or growing, if an Adult, for the Price or Sum at which they shall be so valued, who, upon Payment of the said Sum at the usual and accustomed Time of Payment shall be the Purchaser of the said Timber and other Trees, and shall have such and the same Powers of felling and selling and disposing of the same to and for his own Use and Benefit as are hereinbefore given to the said Sir *George Wombwell* and *Robert Blake*, and the Survivor of them; but in case the Person so in Possession as aforesaid shall decline to purchase the same for the Price or Sum at which they shall have been so valued, or shall not be of the Age of Twenty-one Years, then it shall and may be lawful for the said Sir *George Wombwell* and *Robert Blake*, and the Survivor of them, to sell and dispose of the said Timber Trees, and other Trees, for the best Price or Prices that can reasonably be had or gotten for the same.

XI. Provided always, and be it further enacted, That if the said Sir *George Wombwell* and *Robert Blake*, or either of them, or any future Trustee or Trustees to be appointed in the Stead or Place of them, or any of them as herein-after is mentioned, or their, or any of their Heirs shall happen to die, or be desirous of being discharged of and from, or refuse or decline, or be incapable to act in the Trusts hereby in them reposed as aforesaid, before the said Trusts shall be fully executed, performed, or discharged, then and in such Case, and when and so often as the same shall happen, it shall and may be lawful to and for the said *Henry Earl Fauconberg*, during his Life, and after his Decease, to and for the Person or Persons who by virtue of, or under the Limitations or Trusts of the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, or the said Will of the said *Thomas Earl Fauconberg*, or the Settlement to be made in pursuance thereof, be, for the Time being, entitled to the actual Freehold and Inheritance of the Manors and other Hereditaments therein respectively comprised, or to the Receipt of the Rents, Issues, and Profits thereof, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then to or for his, her, or their Guardian or Guardians respectively for the Time being, by any Writing or Writings, under their, his, or her Hands and Seals, or Hand and Seal, to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint, with the Approbation of the Court of Chancery, any other Person or Persons to be a Trustee or Trustees, in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and that when and so often as any new Trustee or Trustees shall be nominated or appointed as aforesaid, all the Trust Estates and Premises which shall then be vested in the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely or jointly with the other Trustee or Trustees, shall be thereupon, with all convenient Speed, conveyed, assigned, and transferred, in such Sort and Manner, and so as that the same shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees; or if there shall be no continuing Trustee or Trustees, then and in such Case, in such new Trustees only, upon the same Trusts as are herein-before declared of and concerning the same Trust Estates; and every such new Trustee or Trustees shall and may, in all Things, act and assist in the Management, carrying on, and Execution of the Trusts to which he or they shall be so appointed, with the said then surviving or continuing Trustee or Trustees, if there shall be any such continuing Trustee or Trustees, if not, then by himself and themselves respectively, as fully and effectually, and with all the same Powers and Authorities whatsoever, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally, in and by the present Act, nominated Trustee or Trustees.

Clause for the
Appointment
ment of
Trustees.

XII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Henry Earl Fauconberg*, and the said *Jane Countess Fauconberg* his Wife, and the said *George Barnwell* Viscount *Kingstand*, and *Lady Mary Eyre*, and the respective Issue Male

General
Saving.

Male of the said *Henry Earl Fauconberg*, *George Barnewell Viscount Kingstand*, and *Lady Mary Eyre*, entitled or inheritable under the Limitations or Trusts of the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and sixty-six, and the said Will of the said *Thomas Earl Fauconberg*, or the Settlement to be made in pursuance thereof; and other than the Daughters and younger Sons of the said *Henry Earl Fauconberg*, entitled to or to become entitled to Portions under the said Indenture of the Fifth Day of *January* One thousand seven hundred and ninety-one, and other than and except the Trustees of the Terms of One hundred Years and Three hundred Years, created by the said Indenture of the Fifth Day of *January* One thousand seven hundred and ninety-one), all such Right, Title, Interest, Benefit, Claim, and Demand whatsoever, of, in, to, or out of the said Lands and Premises, so to be charged and demised, and granted as aforesaid, every or any Part thereof, as they, every or any of them, had before the passing of this Act, or might have had and enjoyed, in case this Act had not been made.

Publick Act.

XIII. And be it further enacted, That this Act shall be deemed and taken to be a Publick Act, and shall be judicially taken Notice of as such, by all Judges, Justices, and other Persons whomsoever, without specially pleading the same.

The

The SCHEDULE to which this Act refers.

No.	SUTTON ON THE FOREST.	Quantity.		
		A.	R.	P.
<i>THOMAS BROWN.</i>				
116	Homestead	—	3	18
221	Garth	—	1	4
117	Garth	1	2	8
118	East Ash Close	3	2	16
119	West Ash Close	3	—	32
120	Potlands	6	3	27
121	South Potlands	7	3	—
122	North ditto	7	3	—
123	Street Lands	8	—	—
124	Wranglands	8	3	24
125	Threeplands	11	—	32
126	Scates	11	1	32
127	Thrushes Nook	6	1	4
128	East Moor	5	2	32
129	West Moor	4	2	8
130	S. East Moor	19	2	24
199	West Ings	23	3	24
200	East Cunicks	4	2	24
201	Great Ing in Three	78	2	32
202	West Cunicks	4	2	—
203	Plantation	—	1	16
204	Three-nooked Piece	35	2	8
<i>THOMAS SHEPPARD.</i>				
1	Homestead, &c.	1	—	20
2	Streetland Butts	9	2	—
3	Norman Lands	4	1	—
4	Diggle Pit Nook	3	3	8
5	Stillington Gate	19	1	28
6	Dyke Land	4	3	20
7	South ditto	7	3	—
8	West ditto	4	3	24
9	North ditto	8	1	15
10	Oak Lands	19	3	8
11 & 12	North ditto in One	6	2	—
13	East Kelland	5	2	—
14	Ditto adjoining	6	—	16
15 & 16	South Oak Lands in One	5	—	6
17	Kelland Springs	12	2	24
18	Thrushes Nook	8	1	18
19	North-east Moor	10	—	16
20	Middle ditto	9	3	16
21	South ditto	9	2	32

[Loc. & Per.]

11 P

No.	SUTTON ON THE FOREST.				Quantity.		
	<i>JOHN WARE.</i>				A.	R.	P.
22	House and Homestead	-	-	-	1	24	
23, 24, 25, 26,	Lands in One	-	-	-	8	3	8
27		South Kelland	-	-	-	13	-
28	Lands	-	-	-	5	3	16
29 & 32	Eastermost Lands in One	-	-	-	4	3	-
30	Lands	-	-	-	2	3	16
31	Ditto	-	-	-	3	1	16
33	Eastermost Lands	-	-	-	4	1	8
34	Eastermost Lands	-	-	-	3	1	-
35	North Kelland	-	-	-	21	2	-
36	Lands	-	-	-	1	2	35
37	Ditto	-	-	-	2	3	-
38	West Scufe	-	-	-	9	3	8
39	Fofs Clofe	-	-	-	6	2	24
40	Middle Scufe	-	-	-	8	1	8
41	Middle Clofe	-	-	-	5	3	18
42	Bridge Clofe	-	-	-	7	2	24
43	East Scufe	-	-	-	9	1	-
<i>SAMUEL CARTWRIGHT.</i>							
44	Homestead, &c.	-	-	-	-	2	29
45	Garth, adjoining ditto	-	-	-	1	2	9
46	North Clofe	-	-	-	52	1	32
47	West Clofe	-	-	-	15	3	24
48	Road Clofe	-	-	-	12	1	24
49	St. John's Well Clofe	-	-	-	14	1	-
50	Stockhill Sykes	-	-	-	13	-	24
51	West Sykes	-	-	-	13	1	28
52	Long Clofe	-	-	-	9	-	10
53	Middle Sykes	-	-	-	16	-	27
54	East Sykes	-	-	-	9	-	6
55	White Carr Spout	-	-	-	3	2	-
56	Over the Lane	-	-	-	11	2	38
57	North Brown Moor	-	-	-	14	1	8
58	Middle ditto	-	-	-	11	-	-
59	South Ings	-	-	-	11	1	8
60	North Ings	-	-	-	8	1	-
61	Empty House and Garden	-	-	-	-	2	29

No.	SUTTON ON THE FOREST.	Quantity.		
		A.	R.	P.
<i>CHRISTOPHER CATTELL.</i>				
62	Garth - - - - -	1	3	33
63	Fifteen Acres - - - - -	15	1	24
64	West Fofs - - - - -	13	2	16
65	East Fofs - - - - -	12	—	16
66	Middle Clofe - - - - -	10	2	30
67	Guide Post Clofe - - - - -	10	1	8
68	Cornered Clofe - - - - -	10	—	32
<i>ROBERT HOBSON.</i>				
69	South Brown Moor - - - - -	7	3	32
70	Square Clofe - - - - -	6	3	8
71	North Stoney Hill - - - - -	10	1	8
72	South ditto - - - - -	12	3	—
73	Ings - - - - -	6	2	16
74	Ings - - - - -	3	3	—
75	Curricks - - - - -	5	1	8
<i>JOHN BATTY.</i>				
81	Ellis Carr - - - - -	3	2	8
82	Brown Hill - - - - -	12	—	28
83	Ellis Carr - - - - -	3	2	30
85	Ditto - - - - -	3	3	8
86	Homestead, &c. - - - - -	—	—	28
87 & 88	Bull Dole in One - - - - -	4	2	6
89	South Bull Hole - - - - -	6	3	32
90	North Lane Clofe - - - - -	4	2	32
91	North-east Moor - - - - -	6	3	8
92	South Lane Clofe - - - - -	8	—	24
93	South-east Moor - - - - -	8	—	32
94	Cross Bits - - - - -	2	3	14
95	Ditto - - - - -	3	—	16
96	Herricks in Two - - - - -	12	—	30
97	Ellis Carr - - - - -	1	3	30
98	Ditto - - - - -	5	2	16
99	Ditto - - - - -	2	—	30
100	— - - - -	9	—	34
	Copfe Clofe Wood - - - - -	—	—	32
222	North High Lands - - - - -	6	2	32
223	Croft - - - - -	2	—	32
224	Ditto - - - - -	2	1	—
225	South High Lands - - - - -	5	1	—

No.	SUTTON ON THE FOREST.	Quantity.		
		A.	R.	P.
<i>JOHN BENN.</i>				
101	Homestead, &c.	—	1	11
102	Ash Clofe	3	2	24
103	Mickle Lands	10	1	10
104	Stoney Rays	2	1	4
105	Ditto	4	1	30
106	Rays	2	1	—
107	East Stoney Rays	5	3	24
108	East Mickle Lands	8	—	—
109	South ditto	7	3	8
110	Thrushe	3	2	—
111	Thrushe Nook	6	3	32
112	Thrushe	5	—	8
113	North-east Moor	11	3	8
114	South ditto	11	2	16
115	Scates	5	2	16
<i>JOHN JOHNSON.</i>				
131	House Homestead, &c.	1	1	14
132	Cottage and Garth adjoining J. Sturdy	—	1	17
133	Garth, adjoining 131	1	2	—
134	South Ryehill	6	—	10
135	Huby Styles	4	1	32
136	Ditto	1	3	24
137	Ditto	2	—	24
138	South Stotfold	6	—	—
139	Stotfold	2	1	32
140	West Stotfold	2	3	20
141	Middle ditto	3	3	—
142	Stotfold	2	3	20
143	North Stotfold	8	1	24
144	Water Lands in Two	11	1	8
145	Ditto	4	—	—
146	Water Lands Wood	3	—	30
147	North Latham	5	2	16
148	Middle ditto	7	3	24
149	South ditto	6	2	—
150	North Ryehill	5	2	24
151	Thrushe Nook	8	2	16
152	North-east Nook	15	2	16
153	Middle East Moor	12	—	—
154	South-east Moor	12	1	24

No.	SUTTON ON THE FOREST.	Quantity.		
		A.	R.	P.
<i>THOMAS GIBSON.</i>				
155	Homestead, &c.	1	3	8
156	East Hespool	6	2	24
157	Clock Kell Ing	7	3	16
158	Sank Hill	15	—	—
159	E. Asperstyles	8	2	—
160	Asperstyles	9	3	8
161	East-Gate Land	10	1	8
162	Gate Land	5	2	4
163	West-Gate Land	7	—	32
164	Kelland West	5	—	32
165	Kelland	5	2	8
166	Thrushes	10	3	24
167	North-east Moor	9	—	32
168	Middle Ditto	9	—	32
169	South Ditto	9	3	—
<i>JOHN SEAVERS.</i>				
208	North Lowlands	6	—	16
209	South Ditto	5	2	—
210	North Highlands	6	2	—
211	South ditto	5	—	24
212	Sterns Croft	2	2	24
213	Ditto	2	2	20
<i>JOHN STURDY.</i>				
76	Homestead, Stable, &c.	2	1	24
77	East Bull Dole	7	3	24
78	Bull Dole	4	1	16
79	End Clofe	13	2	32
84	East Hinderlands	6	2	10
—	Homestead, &c.	1	—	9
—	Garth	—	2	27
172	Middle Hespool	8	2	16
173	Stripe in One			
175	West Ing			
174	West Hespool	7	1	16
176	Long Stripes	12	2	—
177	Who Butts	1	3	24
178	South Who Butts	4	2	16
179	North Who Butts	3	—	24
180	Brick Kiln Piece	8	1	36

No.	SUTTON ON THE FOREST.	Quantity.		
		A.	R.	P.
<i>THOMAS SMITH.</i>				
181	House and Homestead	—	1	8
182	Home Clofe, in Two	18	2	—
183	High Meadow	8	1	36
184	Low ditto	8	3	10
185	North Bohemia	16	2	8
186	South ditto	11	—	—
187	Acres	15	—	10
188	Before Door	13	2	16
189	New Clofe	3	3	24
190	Road Clofe	9	2	—
191	Middle Agnes Clofe	9	—	20
192	Agnes Clofe	9	1	14
193	South Lane Clofe	16	1	8
194	North ditto	8	—	32
195	North Agnes Clofe	9	2	—
<i>JOHN HORSEMAN.</i>				
214	Homestead	—	—	33
215	North Lowlands	6	—	16
216	South ditto	5	2	—
217	Sterns Croft	4	3	17
218	Ditto	3	—	32
219	North Morton Clofe	6	1	8
220	South ditto	4	1	8
<i>THOMAS LINFORD.</i>				
226	House and Gardens	—	—	—
227	North Highlands	6	1	24
227	South ditto	5	1	16
<i>WIDOW JOHNSON.</i>				
228	Homestead, &c.	—	1	19
229	North Lowlands	6	—	—
230	South ditto	5	1	—
<i>WIDOW PEIRSE.</i>				
205	Homestead, &c.	1	1	—
206	North Lowlands	6	—	8
207	South ditto	5	2	8

No.	SUTTON, ON THE FOREST.	Quantity.		
		A.	R.	P.
<i>MICHAEL WALKER.</i>				
196	Homestead, &c.	—	—	12
197	Orchard	—	—	19
198	Plantation	—	3	16
<i>THOMAS KITCHINGMAN.</i>				
227	A House and Garth	2	1	—
80	Cross Bitts	4	—	36

COTTAGE, HOUSES, and GARTHS.

Mr. John Wright.
Richard Kilvington.
Thomas Wright.
George Bland.
Widow Farra.
William Wright.
George Crowe.
Thomas Cordukes.
Richard Gibson.
William Bullock.

	A.	R.	P.
Total Quantity of Land	1,691	2	2

SCHEDULE A.

	<i>£.</i>	<i>s.</i>	<i>d.</i>
Yearly Rental of Land and Houses	1,100	0	0
Sundry Fee Farm Rents	16	17	9
Land Tax allowed thereout	2	12	0
	14	5	9
Annual Out-payments	1,114	5	9
	92	6	4
Net Income	1,021	19	5

N. B. The Charges which will remain upon the Estate after the £.31,000 is paid off in the Manner provided for by this Bill, exclusive of the Charges for Jointure and younger Children's Portions secured by the recited Indenture of the Fifth Day of *January* One thousand seven hundred and ninety-one, will not exceed £.18,000 at the utmost, and the Estates remaining liable thereto are of the clear yearly Value of £.9,000 and upwards.

SCHEDULE B.

Being an Account of the Incumbrances on the Estates mentioned in the Act.

	<i>£.</i>	<i>s.</i>	<i>d.</i>
<i>William Graves Esq.</i>	4,000	0	0
<i>John Wright, John Webbe Weston, and John Needham, Esqrs.</i>	5,000	0	0
The same	5,000	0	0
The same	3,500	0	0
<i>John Stevens Esq.</i>	7,500	0	0
<i>Lady Charlotte Belafyse</i>	5,000	0	0
<i>Thomas Jervais</i>	1,000	0	0
	31,000	0	0

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