



ANNO QUADRAGESIMO PRIMO

GEORGI III. REGIS.

Cap. 108.

An Act for enabling *Edward Constable* Esquire, of *Burton Constable* in *Holderness* in the County of *York*, Tenant for Life under the Will of his late Uncle *William Constable* Esquire, deceased, to charge his Estates in the said County of *York*, or some Part thereof, with the Sums therein mentioned: And also for enabling the Trustees in the said Act to raise, with the Consent of the said *Edward Constable* during his Life, and after his Decease, in such Manner as therein is mentioned, certain Sums of Money for the protecting, improving, and increasing the same Estates by the Means therein described.

[20th June 1801.]

WHEREAS *William Constable*, late of *Burton Constable* in *Holderness* in the County of *York* Esquire, deceased, being seised to him and his Heirs in Fee Simple in Possession of very considerable real Estates in the said County of *York*, did, by his last Will and Testament in Writing, bearing Date the Eleventh Day of *November* One thousand seven hundred and ninety, give, devise, and bequeath the

[Loc. & Per.]

21 K

Preamble, reciting that *William Constable* Esquire being seised in Fee of real Estates in the County of

York, did by his Will, dated 11th November 1790, devise the same to Three Trustees.

As to his Manors and Estates of *Halsham* and *Keyingham*.

To pay thereout to his Wife, and his Nephew, and others, Five Annuities for their Lives.

Which Manors and Estates are set forth in the First Schedule. And as to all other his Estates, except his Mansion House of *Burton Constable*, and the Park and Demesnes; By Sale or Mortgage, to raise sufficient to pay his Debts, Funeral Expences, Legacies, and Annuities, after applying his Personal Estate.

same unto and to the Use of the Right Honourable *Henry Lord Middleton*, *Marmaduke Constable*, and *Robert Dyneley*, their Heirs and Assigns, to, for, and upon the several Uses, Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Limitations, Conditions, and Agreements therein-after limited and declared of and concerning the same; (that is to say), as to all those his several Manors or Lordships of *Halsham* and *Keyingham*, otherwise called *Keyingham Marsh*, in *Holderness* aforesaid, with the Rights, Royalties, Members, and Appurtenances thereunto belonging; and all those his several Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever in *Halsham* and *Keyingham* aforesaid, upon Trust out of the Rents, Issues, and Profits thereof, to pay unto his Wife *Catherine Constable* and her Assigns during her Life, One clear yearly Rent Charge of Two thousand Pounds, payable Quarterly, at the Times and with such Powers for enforcing the due Payment thereof as therein are mentioned, as and for her Jointure, and in full Bar of her Dower: And upon further Trust out of the said Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises in *Halsham* and *Keyingham* aforesaid, to pay unto his Nephew *Francis Sheldon*, *Ann Plumpton*, *Mary Garsome*, and *William Carlin*, the Four clear yearly Rent Charges following: (that is to say), One clear yearly Rent Charge of Five hundred Pounds to the said *Francis Sheldon* and his Assigns during his Life, and One clear yearly Rent Charge of Two hundred Pounds to the said *Ann Plumpton*, (since deceased) and her Assigns during her Life; and One clear yearly Rent Charge of Fifty Pounds to the said *Mary Garsome*, (since deceased) and her Assigns during her Life; and also One clear yearly Rent Charge of Fifty Pounds unto the said *William Carlin* and his Assigns during his Life, the said several Rent Charges to be paid Quarterly, at the Times, and with such Powers of Distress and other Powers for compelling the due Payment thereof, and in Manner as in the same Will is mentioned; all which several Manors, Hereditaments, and Premises in *Halsham* and *Keyingham* aforesaid, are particularly described and set forth in the First Schedule hereunto annexed; and as to all other the said Testator's Real Estates not charged with the said several Rent Charges (save and except his Capital Mansion House of *Burton Constable*, and the Park, Pleasure Grounds, Lands, and Demesnes thereunto adjoining and belonging), upon Trust by and out of the same or of some competent Part thereof, and by and out of the Rents, Issues, and Profits thereof, and by Sale or Mortgage of a competent Part thereof, as therein-after is mentioned, to levy and raise such Sum and Sums of Money as should be fully sufficient to discharge all his Debts and Funeral Expences, Legacies, Annuities, and Bequests, after applying and disposing of his Personal Estate by his Will given and bequeathed, and directed to be applied for that Purpose, as far as the same would extend; and the said Testator directed, That his said Trustees should stand and continue seised and possessed of all and singular his said last-mentioned real Estates, with their Rights and Appurtenances, and of the Rents, Issues, and Profits thereof (except as aforesaid) in Aid of his said Personal Estate, and to make good the Deficiency therein (if any) until the Whole of his said Debts and Funeral Expences, Legacies, Annuities, Bequests, and Sums of Money were fully levied and raised: And upon further Trust, and in order to facilitate the raising thereof, the said Testator did declare, that it should and

and might be lawful for his said Trustees in their own Names, without the Consent of any of the Persons thereto entitled, or of any other Person whomsoever, and without such Person joining therein absolutely, to sell and dispose of to any Person or Persons whomsoever, so much and such competent Part of his said last-mentioned Estates, and not before limited, for securing the said several Rent Charges, and of the Rights and Appurtenances thereof, (except as aforesaid) or otherwise to make, grant, and execute any Mortgages in Fee, or Demises by Way of Mortgage, for any Terms of Years, of so much and such competent Part thereof, as with the Rents, Issues, and Profits thereof in the mean Time, and until such Sales or Mortgages would be sufficient to make good the Deficiency in his said Personal Estate, and fully sufficient to discharge not only all such Debts, Funeral Expences, Legacies, Annuities, Bequests, and Sums of Money which his said Personal Estate should fall short in discharging, but also all the Costs and Charges attending such Sales, Mortgages, and Demises, and the making and perfecting the same; and that his said Trustees should (until all his Debts and Funeral Expences, Legacies, Annuities, Bequests, Sums of Money, Costs, Charges, and Expences should be fully raised by Sale or Mortgage) take and receive all the Rents and Profits of his said Estates and Premises so directed to be sold or mortgaged as aforesaid, to be applied by them in Discharge of the same, in Aid of his said Personal Estate; and that all the Sums of Money to arise and be received by such Sales or Mortgages as aforesaid, and all the Rents, Issues, and Profits to arise and become due in the mean Time, and until such Sales or Mortgages should be by his said Trustees paid, applied, and disposed of in discharge of all his said Debts, Funeral Expences, Legacies, Annuities, Bequests, and Sums of Money, Costs, Charges, and Expences, in the Manner aforesaid: And the said Testator did direct, that all such Mortgages so to be made as aforesaid, and the said several Manors, Hereditaments, and Premises to be therein respectively comprized, should be made redeemable by the Tenant or Tenants for Life, or other the Person or Persons who for the Time being should by virtue of his said Will be entitled in Possession either for Life or for any other greater Estate or Interest to his said Manors, Hereditaments, and Premises so to be mortgaged, on Payment by him, her, or them, his, her, or their Heirs, Executors, Administrators, or Assigns, of the Principal Monies and Interest thereby respectively secured; and that all and every the Tenant or Tenants for Life who, under his said Will, should for the Time being be in the Possession for Life of his said Manors, Hereditaments, and Premises so to be mortgaged, should from Time to Time, during his and their respective Life and Lives, regularly keep down and discharge all the Interest Monies to become due in respect of such Mortgages, as the same should become due, so as that upon the Death of any One of such Tenants for Life there never should be more than Six Months of such Interest in Arrear or unpaid, and that subject to and charged and chargeable with the said Five several Annuities by him therein-before given, and all and every the Powers and Remedies for Recovery thereof as aforesaid, and with all and every Sum and Sums of Money therein-before directed to be raised by Sale or Mortgage as aforesaid, and all the Trusts, Powers, Provisoos, Limitations, and Declarations therein-before expressed, declared, and contained, for levying and raising the same, and also all and every the

Powers for the Trustees to sell and make Mortgages in their own Names.

And the Mortgages to be made redeemable by Tenant for Life, or Person in Possession, on Payment of the Principal Money and Interest.

Tenant for Life to keep down the Interest,

and subject to said Five Annuities, and all the Money to be raised by Sale or Mortgage.

Mortgages

The Trustees
to stand
seised of all
the real
Estates first
devised and
remaining
unfold.

To the Use
of *Edward
Constable*
(then *Ed-
ward Shel-
don*) for Life,
sans Waste.

With divers
Remainders
over.

Mortgages so to be thereof made as aforesaid, and the Payment of all and every the Principal Monies and Interest thereby to be respectively secured, they his said Trustees, and the Survivor of them, and the Heirs and Assigns of such Survivor should from Time to Time, and at all Times, stand and be seised and possessed of, and interested in, all that his capital Mansion called *Burton Constable*, and all and singular other his Freehold, Copyhold, and Real Estates, Hereditaments, and Premises by him therein-before given to his said Trustees, including his said Manors of *Halsham* and *Keyingham Marsh* aforesaid, with their and every of their Rights and Appurtenances whatsoever, and as to so much thereof as should remain unfold or undisposed of for the Purposes aforesaid, to the Use of the said *Edward Constable* (then *Edward Sheldon*) and his Assigns, for his Life, without Impeachment of Waste; with Remainder to his said Trustees and their Heirs during the Life of the said *Edward Constable*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Edward Constable* successively in Tail Male; with Remainder to the Use of the said *Francis Sheldon* and his Assigns, for his Life, without Impeachment of Waste; with Remainder to his said Trustees and their Heirs during the Life of the said *Francis Sheldon*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Francis Sheldon* successively in Tail Male; with Remainder to the Use of *Thomas Clifford*, of *Tixall*, in the County of *Stafford*, Esquire, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to his said Trustees and their Heirs during the Life of the said *Thomas Clifford*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Thomas Clifford* successively in Tail Male; with Remainder to the Use of *Henry Clifford* for his Life, without Impeachment of Waste; with Remainder to his said Trustees and their Heirs, during the Life of the said *Henry Clifford*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Henry Clifford* successively in Tail Male; with Remainder to the Use of *Walter Clifford* and his Assigns, for his Life, without Impeachment of Waste; with Remainder to his said Trustees and their Heirs during the Life of the said *Walter Clifford*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Walter Clifford* successively in Tail Male; with Remainder to the Use of *James Clifford*, for his Life without Impeachment of Waste; with Remainder to his said Trustees and their Heirs during the Life of the said *James Clifford*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *James Clifford* successively in Tail Male; with Remainder to the Use of *Arthur Clifford*, for his Life, without Impeachment of Waste; with Remainder to his said Trustees and their Heirs during the Life of the said *Arthur Clifford*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Arthur Clifford* successively in Tail Male; with Remainder to the Use of *Lewis Clifford*, for his Life, without Impeachment of Waste; with Remainder to his said Trustees and their Heirs, during the Life of the said *Lewis Clifford*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Lewis Clifford* successively in Tail Male; with Remainder to the Use of *George Clifford*, for his Life, without Impeachment of Waste; with

Remainder to his said Trustees and their Heirs, during the Life of the said *George Clifford*, to preserve Contingent Remainders; with Remainder to the Use of the First and other Sons of the said *George Clifford* successively in Tail Male; with Remainder to the said Testator's own Right Heirs for ever: And whereas the said Testator made and executed a Codicil to his said Will, bearing Date the Twelfth Day of *December* One thousand seven hundred and ninety, whereby he bequeathed to *Mary Booth* an Annuity of Ten Pounds *per Annum*, to *John Lundy* (since deceased), an Annuity of Ten Pounds *per Annum*, to *Ann Lithgow* an Annuity of Ten Pounds *per Annum*, and to *Elizabeth Gascoigne* (since deceased), an Annuity of Ten Pounds *per Annum*, and by his said Codicil ratified and confirmed his said Will; and the said Testator departed this Life on the Eighteenth Day of *May* One thousand seven hundred and ninety-one, without revoking or altering his said Will otherwise than by the said Codicil, or without altering or revoking either of them so as to affect the Limitations thereby made of his real Estates, without leaving any Issue, and leaving the said *Edward Constable* his eldest Nephew and Heir at Law, who did thereupon become entitled unto, and is now in the actual Possession of, the said several Manors, Hereditaments, and Premises so devised as aforesaid as Tenant for Life: And whereas the said *Henry Lord Middleton*, *Marmaduke Constable*, and *Robert Dyneley*, having applied and disposed of the Personal Estate and Effects of the said Testator, as far as the same would go and extend towards the Payment and Discharge of his Debts, Legacies, and Funeral Expences they did soon after his Death, in pursuance and exercise of the Trusts, Powers, and Authorities vested in them by his said Will, and to enable them fully to pay, satisfy, and discharge all his said Debts, Legacies, and Funeral Expences, raised by Way of Mortgage of certain Parts of the Hereditaments and Premises in and by his said Will given and devised to them for that Purpose, Four several Sums, amounting in all to the principal Sum of Forty-five thousand five hundred Pounds, and which said Four Sums were raised, and the Repayment thereof respectively with Interest, were secured by Four several Indentures of Demise and Mortgage, all dated the Eighth Day of *October* One thousand seven hundred and ninety-one, and all made, granted, and executed by the said *Henry Lord Middleton*, *Marmaduke Constable*, and *Robert Dyneley*, and by the said *Edward Constable*, and his Brother the said *Francis Sheldon*, for Four several Terms of Five hundred Years each, all which said Four several Indentures of Demise, and the Mortgages and Securities thereby respectively granted, are made redeemable by the said *Edward Constable*, his Heirs, Executors, Administrators, or Assigns, or other the Person or Persons who for the Time being shall under or by virtue of the said Will of the said Testator *William Constable*, be entitled in possession either for Life or any other greater Estate or Interest to the Premises thereby respectively mortgaged, on Payment of the said Four several Sums thereby respectively secured, and the Interest thereof; One of which said Indentures of Demise and Mortgage was so made and granted unto the Right Honourable *Brownlow Lord Brownlow*, of a certain Hamlet, and certain Messuages, Farms, Lands and Grounds, Tenements and Hereditaments in *Holderness* aforesaid, the Particulars whereof are mentioned and set forth in the Second Schedule hereunto annexed, for securing unto the said *Brownlow Lord Brownlow*, and his Executors,

[*Loc. & Per.*]

21 L

Administrators,

And Remainder to the Testator's own right Heirs in Fee. The Testator's Codicil dated 12th December 1790, confirming his Wil.

And died on 18th May 1791, without Issue.

And leaving said *Edward Constable* his Nephew and Heir at Law. The Trustees applied the Personal Estate to pay the Debts and Legacies; and to enable them to discharge same, raised by Mortgage 45,500 £; which, with Interest, were secured by Four Mortgages, dated 8th October 1791, for Four Terms of Years.

One of them to Lord *Brownlow*, of Premises set forth in the Second Schedule, for 20,000 £, and Interest.

Another to Lord Cadogan, of Premises in said Second Schedule, for 12,500 l. and Interest.

Another to Sheldon and Wright, and by them since assigned to Cerjat and Dashwood, of Premises in said Second Schedule, for 10,000 l. and Interest.

And the other to John Raines, of Premises in said Second Schedule, for 3000 l. and Interest.

Administrators, and Assigns, the Repayment of the Sum of Twenty thousand Pounds by him advanced, lent, and paid unto the said Trustees for the Purposes aforesaid, (being Part and Parcel of the said Sum of Forty-five thousand five hundred Pounds) with Interest for the same, at the Rate of Five Pounds *per Centum per Annum*: Another of which said Indentures of Demise and Mortgage was so made and granted unto the Right Honourable Charles Sloane, Lord Cadogan, of certain other Messuages, Farms, Lands, and Grounds, Tenements and Hereditaments in *Holderness* aforesaid; the Particulars whereof are also mentioned and set forth in the said Second Schedule hereunto annexed, for securing unto the said Charles Sloane Lord Cadogan and his Executors, Administrators, and Assigns, the Repayment of the Sum of Twelve thousand five hundred Pounds by him advanced, lent, and paid unto the said Trustees for the Purposes aforesaid, being further Part and Parcel of the said Sum of Forty-five thousand five hundred Pounds, with Interest for the same, at the like Rate of Five Pounds *per Centum per Annum*; Another of which said Indentures of Demise and Mortgage was so made and granted unto William Sheldon Esquire, and Thomas Wright Esquire, of certain other Messuages and Farms, Lands and Grounds, Tenements and Hereditaments in *Holderness* aforesaid, the Particulars whereof are also mentioned and set forth in the said Second Schedule hereunto annexed; for securing unto them the said William Sheldon and Thomas Wright, and their Executors, Administrators, and Assigns, the Repayment of the Sum of Ten thousand Pounds, by them the said William Sheldon and Thomas Wright advanced, lent, and paid unto the said Trustees for the Purposes aforesaid, being further Part and Parcel of the said Sum of Forty-five thousand five hundred Pounds, with Interest for the same, at the like Rate of Five Pounds *per Centum per Annum*; and that the said Messuages and Farms, Lands, and Grounds, Tenements and Hereditaments comprized in and demised by the said last mentioned Indenture, and the Demise, Mortgage, and Security thereby made, and the full Benefit and Advantage thereof were in and by a certain Indenture, dated the Eighteenth Day of May One thousand seven hundred and ninety-two, and made between the said William Sheldon and Thomas Wright of the One Part, and John Francis Maximilian Cerjat, and Charles Vere Dashwood Esquires, by their Additions therein set forth, of the other Part, for and in Consideration of the said Sum of Ten thousand Pounds advanced and paid by the said John Francis Maximilian Cerjat and Charles Vere Dashwood, unto the said William Sheldon and Thomas Wright, assigned and transferred by them the said William Sheldon and Thomas Wright, unto the said John Francis Maximilian Cerjat and Charles Vere Dashwood, their Executors, Administrators, and Assigns, for and during all the Residue and Remainder of the said Term of Five hundred Years, for securing unto them the Repayment of the said Sum of Ten thousand Pounds, with Interest for the same, at the like Rate of Five Pounds *per Centum per Annum*: And the other of which said Four Indentures of Demise and Mortgage was so made and granted unto John Raines, of *Burton Constable* aforesaid, Gentleman, of certain other Messuages and Farms, Lands, and Grounds, Tenements and Hereditaments in *Holderness* aforesaid, the Particulars whereof are also mentioned and set forth in the said Second Schedule hereunto annexed, for securing unto the said John Raines and his Executors,

cutors, Administrators, and Assigns, the Repayment of the Sum of Three thousand Pounds by him advanced, lent, and paid unto the said Trustees for the Purposes aforesaid (being the Remainder of the said Sum of Forty-five thousand five hundred Pounds), with Interest for the same, at the like Rate of Five Pounds *per Centum per Annum*: And whereas the said Four several Sums of Twenty thousand Pounds, Twelve thousand five hundred Pounds, Ten thousand Pounds, and Three thousand Pounds, still remain due, owing, and unpaid, upon and by force and virtue of the said Four several Indentures of Demise and Mortgage of the Eighth Day of *October* One thousand seven hundred and ninety-one, and the said Indenture of Assignment of the Eighteenth Day of *May* One thousand seven hundred and ninety-two unto the said *Brownlow Lord Brownlow, Charles Sloane, Lord Cadogan, John Francis Maximilian Cerjat, and Charles Vere Dashwood*, and the said *John Raines*: And whereas all the said several Manors, Hereditaments, and Premises so charged and made subject to the Payment of the said several Rent Charges, and also the several Hereditaments and Premises comprized in the said Four several Mortgages, are situate in *Holderness* aforesaid: And whereas exclusive of the Capital Messuage or Mansion House of *Burton Constable*, and the Park, Gardens, Pleasure Grounds, Lands, or Demelines thereunto adjoining or belonging, and also exclusive of the Manors or Lordships, and the Rights and Royalties, Free Rents, Fee Farm Rents, and Copyhold Rents thereunto belonging, of which the said late *William Constable* died seised, and which are comprized in and devised by his said Will, and all situate and being in *Holderness* aforesaid; there are also several other Messuages, Farms, Lands, Hereditaments, and Premises situate in *Holderness* aforesaid, and devised to the said Trustees by the said Will of the said *William Constable* as aforesaid, upon which there is no Lien or Charge, but the same are free and clear from all Incumbrances whatever, save and except the said Two several existing Annuities of Ten Pounds each, bequeathed in and by the said Codicil unto the said *Mary Booth* and *Ann Lithgow*, which are let to several Tenants at several yearly Rents, amounting together in the Whole to the yearly Sum of Two thousand one hundred and twenty-three Pounds Six Shillings; the Particulars whereof are mentioned and set forth in the Third Schedule hereunto annexed: And whereas the said *Henry Lord Middleton* lately departed this Life, whereby the Trusts created in and by the said recited Will of the said late *William Constable* became vested in the said *Marmaduke Constable* and *Robert Dyneley* by Survivorship: And whereas the said *Marmaduke Constable* being desirous of resigning and relinquishing all further Concern in the said Trusts, and of not acting under the said Will of the said Testator, and of being discharged from all the said Trusts, did, by Indentures of Lease and Release, bearing Date respectively the Twentieth and Twenty-first Days of *March* One thousand eight hundred and one, grant, release, and convey unto and to the Use of the said *Robert Dyneley*, his Heirs and Assigns for ever, all and every the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises so devised, in and by the said recited Will, and all his Estate, Right, Title, Trust, and Interest therein: And whereas the said *Edward Constable, Henry Clifford, Walter Clifford, James Clifford, Arthur Clifford, Lewis Clifford,* and *George Clifford* have none of them been married, and the

The said Four Sums still remain unpaid.

There are several Manors and Estates devised by said Will, clear of Incumbrances, let at 2,123 l. 6s. per Annum, and set forth in Third Schedule.

The Death of Lord Middleton, One of the Three Trustees. *Marmaduke Constable* (another of said Trustees), desirous to be discharged, conveyed to *Robert Dyneley* all the Trust Estates.

Cherry Cobb Sands, left by the *Humber*, and was embanked by said *William Constable*, and now let for 1815 *l.* a Year.

The *Humber*, after Testator's Death, encroached on *Cherry Cobb Sands*, and did great Damage to the Embankment. Said *Edward Constable* laid out 1590 *l.* 19 *s.* 10 *d.* in new Works.

Mr. *Constable* procured *William Chapman* the Engineer's Report of Expences, being 7060 *l.*

Of which Mr. *Constable* expended 20 *l.* 19 *s.* 8 *d.*

said *Francis Sheldon* and *Thomas Clifford* are respectively married, but neither of them have any Issue Male: And whereas a certain Piece or Plot of Land called the *Cherry Cobb Sands*, Part of the Manors, Hereditaments, and Premises of the said Testator so devised as aforesaid, containing (exclusive of Outmarsh) about One thousand four hundred and ten Acres of Arable, Meadow, and Pasture Land, lying in the Parish of *Pagbill*, otherwise *Paul*, in *Holdernefs* aforesaid, was some Years since left by the River *Humber*, and embanked by the said *William Constable*, at a very considerable Expence (that is to say), upwards of Seven thousand Pounds, whereby the same did become and is now very valuable, and let to several Tenants, at several yearly Rents, amounting together to the yearly Sum of One thousand eight hundred and fifteen Pounds: And whereas soon after the Death of the said Testator, the said River *Humber*, by the Flux and Reflux of the Tides, and by the Force of the Waves and Current thereof, was making considerable Encroachments upon the said Piece of Land called *Cherry Cobb Sands*, so as to do very great Damage to the Embankment and endanger the same very much, and if not effectually checked in Time, would have endangered the Loss of the Whole of the said Land: And the said *Edward Constable*, (in Consequence of such Encroachments and Danger to be apprehended,) did, pursuant to the Opinion of *Joseph Hodkinson*, an able and experienced civil Engineer, and of other experienced Persons, competent Judges, as to the Means of resisting the Encroachments and Dangers aforesaid, lay out and expend various Sums of Money in the Prosecution of the Plans recommended by such Engineer and other Persons, and has since the Death of the said Testator (that is to say), between the Twenty-eighth Day of *June* One thousand seven hundred and ninety-one, and the Ninth Day of *July* One thousand seven hundred and ninety-nine (exclusive of and over and above such Expences as may be called common Repairs, amounting to the Sum of Three hundred and fourteen Pounds nineteen Shillings and Seven-pence), expended under the Direction of the said *Joseph Hodkinson*, the Sum of One thousand five hundred and ninety Pounds Nineteen Shillings and Ten-pence, in new and extraordinary Works, by which Means the said *Cherry Cobb Sands* and the Embankment thereof were, during that Period, though with considerable Difficulty, prevented from being overflowed and entirely wasted by the said River *Humber*; but soon after the last mentioned Period, notwithstanding the above Expenditure, the said Outmarsh and Foot of the Embankment being considerably affected by the Violence of the Currents of the said River *Humber*, and wasting away with considerable Danger to the Embankment itself, the said *Edward Constable* thereupon consulted with *William Chapman*, another experienced civil Engineer, who produced a Report dated the Fifth Day of *November* One thousand seven hundred and ninety-nine, accompanied with an Estimate of the Expences necessary for securing the said Land called *Cherry Cobb Sands* from further Waste, and for the Embankment of One hundred and sixty Acres of the Outmarsh, so as to convert them into profitable Ground, which Estimate amounted to the Sum of Seven thousand and sixty Pounds, of which the said *Edward Constable* did soon after expend the Sum of Seven hundred and twenty Pounds Nineteen Shillings and Eight-pence, which did produce an advantageous Effect in preventing the Outmarsh and the Foot of the Embankment

bankment from being farther injured and washed away, and affords a fair Expectation that if the entire Plan, as recommended by the said *William Chapman*, can be carried into Effect, the Whole of the said valuable Estate of *Cherry Cobb Sands* will not only be perfectly secured from Danger, but an Addition thereto of One hundred and sixty Acres will be acquired, and the yearly Value of the said Estate will be greatly increased: And whereas the several Items of the said extra Expences of One thousand five hundred and ninety Pounds Nineteen Shillings and Ten-pence, and Seven hundred and twenty Pounds Nineteen Shillings and Eight-pence, making together the Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence, so by him the said *Edward Constable* laid out and expended as aforesaid, are fully set forth in the Fourth Schedule hereunto annexed: And whereas immediately opposite to and in Front of the said *Cherry Cobb Sands* there is a Tract of Land called the *Foulholme Sands*, situate in the said River *Humber*, by the Waters whereof the same is at Half-tide covered, and at high Water overflowed, and which said Tract of Land called *Foulholme Sands*, from the Quantity of Silt or earthy Substance deposited by the Tides of the said River *Humber*, has increased, and by the Continuance of that Increase will become as valuable Land as the said Land called *Cherry Cobb Sands* was immediately previous to the Embankment thereof; and that by expending such Sums of Money as shall be necessary and requisite, a very valuable and extensive Tract of Land may be added to the said Estates of the said *Edward Constable*; and upon an Estimate made of the Expences necessary to promote and effectually secure such beneficial Consequences and Increase of Landed Property, the same will amount to the Sum of Three thousand three hundred and sixty Pounds: And whereas the said *Edward Constable* being Tenant for Life only of the said Estates, so devised by the said Will, and having no Power or Authority whatever, without the Aid of Parliament, to raise the said Sum of Two thousand three hundred and eleven Pounds, Nineteen Shillings and Sixpence, so necessarily laid out and expended by him as aforesaid, and the Sum of Six thousand three hundred and thirty-nine Pounds and Four-pence, being the Residue and Remainder of the said Seven thousand and sixty Pounds estimated by the said *William Chapman* as aforesaid, after deducting thereout the said Seven hundred and twenty Pounds, Nineteen Shillings, and Eight-pence, so as aforesaid laid out by the said *Edward Constable*; and the said Sum of Three thousand three hundred and sixty Pounds, for the Purposes aforesaid, and to perform and execute the Works and Plans before mentioned, which will be so greatly to the Increase and Improvement of the said Estates, and so considerably to the Benefit and Advantage of all the Persons entitled in Possession and Remainder thereto under the said Will, and to pay and discharge the Costs and Expences attending the obtaining and passing of this Act: Wherefore your Majesty's most dutiful and loyal Subjects the said *Edward Constable, Francis Sheldon, Thomas Clifford, Henry Clifford, Walter Clifford, James Clifford, Arthur Clifford, Lewis Clifford, and George Clifford*, do most humbly beseech Your Majesty, that it may be enacted, and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of

[Loc. & Per.]

21 M

this

The Items of said 1500 l. 19 s. 10 d. and 720 l. 19 s. 8 d. are set forth in the Fourth Schedule. In front of *Cherry Cobb Sands* & *Foulholme Sands*.

And by expending the Money necessary, an extensive Tract may be added to Mr. Constable's Estates, at the Expence of 3360 l. Mr. Constable Tenant for Life only, has no Power to raise the said Sums of Money.

Mr. Constable during his Life, and his Executors or Administrators after his Decease, to charge Part of the Estates in the Third Schedule with said 2311 l. 19 s. 6 d. with Interest,

and to make Mortgages for the Money with Interest,

with Covenants to keep down the Interest.

Act, it shall and may be lawful to and for the said *Edward Constable* at any Time or Times during his Life, and to and for his Executors or Administrators at any Time or Times after his Decease, to and for his and their own Use and Benefit, by any Deed or Deeds, Instrument or Instruments in Writing, to be by him or them sealed and delivered in the Presence of, and attested by Two or more credible Witnesses, to subject and charge a competent Part of the said Estates comprized in the said Third Schedule, with the Payment of any Sum or Sums of Money not exceeding in the Whole the Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence, with Interest for the same from the Time such Charge shall be made, in order to pay and reimburse to him, the said *Edward Constable*, or to his Executors or Administrators, the said Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence, so by him laid out and expended in securing the said Embankment of the said *Cherry Cobb Sands* from the Danger of being overflowed by the said River *Humber* as aforesaid; and that for securing the Repayment of the said Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence with Interest as aforesaid, it shall and may be lawful to and for the said *Edward Constable* at any Time or Times during his Life, and to and for his Executors or Administrators at any Time or Times after his Decease, and from and after the passing of this Act, by any Deed or Deeds, Instrument or Instruments in Writing, to limit or create any Term or Terms of Years, without Impeachment of Waste, and to make and execute any Grant, Mortgage, Lease, or Demise of or upon or otherwise subject, all or any Part of the said Hereditaments and Premises comprized in the said Third Schedule, unto any Person or Persons whomsoever, and to his, her, or their Executors, Administrators, and Assigns, with and for the Payment of the said Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence, or any Part or Parts thereof, and Interest for the same as aforesaid, so as that the Estate, Term, and Interest as aforesaid, to be granted and created by any such Grant, Mortgage, Lease, or Demise, be made redeemable on full Payment of the Sum or Sums of Money, not exceeding in the Whole the said Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence, which shall be so charged and secured as aforesaid, and Interest for the same as aforesaid, by the Person or Persons who for the Time being shall be entitled in Possession to the said Premises so to be granted, mortgaged, leased, or demised as aforesaid; and so as that such Grant, Mortgage, Lease, or Demise do and shall contain a Covenant, Clause, or Agreement, or Covenants, Clauses, or Agreements on the Part of the said *Edward Constable*, or of the Person or Persons who shall from Time to Time become Tenant for Life as aforesaid, that he or they shall and will, during their respective Lives, keep down the Interest of the said Sum or Sums of Money, not exceeding in the Whole the said Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence so to be charged as aforesaid, in such Manner as that no Person or Persons afterwards becoming seised of, or entitled to, such mortgaged Premises, or any Part thereof, shall be subject or liable to pay any further or larger Arrears of Interest than for Six Months next preceding the Time when such Seisin shall respectively accrue.

II. And

II. 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 Right Honourable *Charles Philip Lord Stourton*, Baron of *Stourton* in the County of *Wilts*, and *Robert Osborne* of *Kingston-upon Hull* Esquire, or the Survivor of them, or the Executors or Administrators of such Survivor, by and with the Consent and Approbation of the said *Edward Constable* during his Life, and after his Decease of the Person or Persons who for the Time being shall respectively be seised or entitled in possession of or for any Estate for Life, or any Estate Tail of and in the said several Manors, Hereditaments, and Premises so devised as aforesaid, to be testified by some Deed or Instrument in Writing, and to be sealed and delivered by him the said *Edward Constable*, or by the Person or Persons who shall be so seised or entitled as aforesaid, in the Presence of, and to be attested by Two or more credible Witnesses, and during the Minority of any Son or Sons, who by virtue of any of the Limitations contained in the Will of the said *William Constable*, shall be seised of or entitled to an Estate of Inheritance in Tail, of and in the said Manors, Hereditaments, and Premises, then of the proper Authority of the said *Charles Philip Lord Stourton* and *Robert Osborne*, and of the Survivor of them, his Executors or Administrators, by any Deed or Deeds, Instrument or Instruments in Writing, to be by them the said *Charles Philip Lord Stourton* and *Robert Osborne*, or the Survivor of them, or the Executors or Administrators of such Survivor respectively, sealed and delivered in the Presence of, and attested by Two or more credible Witnesses, to subject and charge a competent Part of the said Hereditaments and Premises comprized in the said Third Schedule, to and with the said several Sums of Six thousand three hundred and thirty-nine Pounds and Four-pence, and Three thousand three hundred and sixty Pounds, or of any Part or Parts thereof respectively, making together with the Sum of Two thousand three hundred and eleven Pounds Nineteen Shillings and Sixpence herein-before mentioned, the Sum of Twelve thousand and nineteen Pounds Nineteen Shillings and Ten-pence; and also to charge a competent Part of the said Hereditaments and Premises comprized in the said Third Schedule as aforesaid, with the Costs and Expences of the obtaining and passing of this Act, and also with the Costs, Charges, and Expences of the said *Charles Philip Lord Stourton* and *Robert Osborne*, and of the Survivor of them, his Executors or Administrators, in and about the raising the said several Sums of Money, or any Part or Parts thereof, and the Application and Payment thereof respectively, or in anywise relating thereto, with lawful Interest for the same respectively from the Time or Times when such Charge or Charges shall be made; and that for the Purpose of facilitating as well the raising as for effectually securing the Repayment of the same Sum or Sums so to be charged with Interest, it shall and may be lawful to and for the said *Charles Philip Lord Stourton* and *Robert Osborne*, or the Survivor of them, or the Executors or Administrators of such Survivor, by and with the Consent of the said *Edward Constable*, or of such other the Person or Persons who for the Time being shall have become seised or entitled in Possession as aforesaid; and during any such Minority as aforesaid, then of such the proper Authority of the said Trustees or the Survivor of them, or his Executors or Administrators as aforesaid, by any Deed or Deeds, Instrument or Instruments

Lord *Stourton* and *Robert Osborne* Esquire, with the Consent of Mr. *Constable*, or Tenant for Life for the Time being,

to charge Part of said Estates with said 6339 l. 4 d. and 3360 l. with Costs and Expences;

and with the Consent of Mr. *Constable* or Tenant for Life,

to make
Mortgages,

with Cove-
nants for
Mr. Constable
and Persons
in Possession
to keep down
the Intereft.

ments in Writing, to limit or create any Term or Terms of Years upon, or to make or execute any Demise or Demises by way of Mortgage, of a competent Part of the said several Hereditaments, and Premises so to be charged, without Impeachment of Waste, to any Person or Persons willing to advance the said several Sums and the said several Costs, Charges, and Expences aforesaid, or any Part or Parts thereof, so as that the Estate, Term, and Interest so to be granted by any such Demise or Demises, Mortgage or Mortgages, be made redeemable on full Payment of the Sum or Sums of Money so to be raised and advanced, charged and secured, and the Interest for the same respectively as aforesaid, by the Person or Persons who for the Time being shall be seised of or entitled in Possession to the said Hereditaments and Premises so to be demised, and so as that such Grant or Grants, Demise or Demises, do also contain a Covenant, Clause, or Agreement, or Covenants, Clauses, or Agreements, on the Part of the said *Edward Constable*, or of the Person or Persons who shall for the Time being be seised of or entitled in Possession as aforesaid; that he the said *Edward Constable*, or such Person or Persons as aforesaid, shall and will, during their respective Lives, keep down the Interest of the said Sum or Sums of Money, or any Part or Parts thereof, so to be raised and advanced, charged and secured as aforesaid, in such Manner as that no Person or Persons afterwards becoming seised of or entitled unto such mortgaged Hereditaments and Premises, or any Part thereof, shall be subject or liable to pay any further or larger Arrears of Interest than for Six Months preceding the Time when the Title of such Seisin shall respectively accrue.

Clause for
Lord Stour-
ton and Mr.
Osborne's ap-
plying the
Money.

III. And be it further enacted and declared, That they the said *Charles Philip Lord Stourton* and *Robert Osborne*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, shall pay, apply, and dispose of the said several Sums of Money, or any Part or Parts thereof, so to be raised and advanced, charged, and secured as aforesaid, by virtue of this Act, for the Purposes herein-after mentioned, (that is to say) in the first Place, for defraying the Charges and Expences attending the obtaining and passing of this Act; and in the next Place, for the completely carrying into Effect the said several Purposes for the Security and Increase of the said Land called *Cherry Cobb Sands*, and for the prosecuting and carrying into Effect the above-mentioned Plan and for securing and adding to the said Manors, Hereditaments and Premises, the said Tract of Land called *Foulholme Sands*, in such Manner as to the said *Charles Philip Lord Stourton* and *Robert Osborne*, or the Survivor of them, or the Executors or Administrators of such Survivor, and the said *Edward Constable* during his Life, and after his Decease to the Person or Persons who for the Time being shall be seised of or entitled in Possession for any Estate for Life or in Tail of and in the said Hereditaments and Premises, if such Person or Persons shall be of the Age of Twenty-one Years, but if under that Age, then as to the said Trustee or Trustees for the Time being shall seem proper and expedient; and in the next Place, for the paying and defraying the Costs, Charges, and Expences of the said *Charles Philip Lord Stourton* and *Robert Osborne*, and the Survivor of them, his Executors and Administrators, in and about the raising of the said several Sums of Money, or any

Part or Parts thereof, and the Application and Payment thereof respectively, or in anywise relating thereto: Provided always, That the respective Sums of Six thousand three hundred and thirty-nine Pounds and Four-pence, and Three thousand three hundred and sixty Pounds, when raised, shall be lodged in the Bank of *England*, in the Names of the said *Charles Philip Lord Stourton* and *Robert Osborne*, or in the Name or Names of the new or other Trustees who shall or may be hereafter nominated and appointed; and that the same shall be so lodged in the Bank of *England*, and continue there without Interest until the same shall be applied for the Purposes of this Act.

IV. Provided always, and be it further enacted and declared, That the Receipt and Receipts of the said *Charles Philip Lord Stourton* and *Robert Osborne*, or the Survivor of them, or of the Executors or Administrators of such Survivor, under their or his Hands or Hand, shall be good and sufficient Discharge and Discharges to all and every Mortgagee or Mortgagees for any Sum or Sums of Money so to be raised and advanced, charged and secured on Mortgage, by virtue of the Powers herein-before given as aforesaid; and that it shall and may be lawful to and for such Mortgagee or Mortgagees respectively to hold and enjoy the Hereditaments and Premises to be by him or them taken in Mortgage for all the Term, Estate, and Interest on such Mortgages to be respectively granted and demised, absolutely discharged of and from all and every the Uses, Trusts, Estates, Limitations, and Provisoes in and by the said Will of the said *William Constable* deceased, limited, expressed, or declared, any Thing whatsoever to the contrary notwithstanding.

The Receipts of said Trustees to be good Discharges to all Mortgagees.

V. Provided always, and be it further enacted and declared, That the said *Charles Philip Lord Stourton* and *Robert Osborne* shall not, nor shall either of them, or the Executors, Administrators, or either of them, be answerable or accountable for any Monies to be received by virtue of and under the Trusts hereby in them reposed, any otherwise than each Person for such Sum or Sums of Money as he or she shall respectively actually receive; and that the One of them shall not be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them, but each of them only for his own Acts, Receipts, Neglects, or Defaults; nor shall they or any of them be answerable or accountable for any Person or Persons acting under or employed by them, or any of them, in the Receipt, Payment, or Management of any of the Trust Monies, nor for any Bank, Banker, Goldsmith, Broker, or other Person with whom or in whose Hands any Part of the said Trust Monies shall or may be deposited or lodged for safe Custody, or otherwise in the Execution of any of the Trusts before mentioned; neither shall they the said Trustees, or any of them, be answerable for any Loss or Damage which may happen in the Execution of any of the aforesaid Trusts, or in relation thereto, unless the same shall happen by or through their or his own wilful Defaults or Neglects respectively; and also that they the said Trustees, and each of them, their and each of their Executors, Administrators, and Assigns shall, out of the Monies which shall come to their or his respective Hands by virtue of such Mortgage or Mortgages, or otherwise as aforesaid, retain to and reimburse himself and themselves respectively all such Costs, Charges, Damages, and Expences, which they, either or

The Trustees to be answerable only for the Monies they shall respectively receive,

and each of them for his own Acts;

and not answerable for any Loss to the Trust Monies unless through wilful Default.

[*Loc. & Per.*]

21 N

any

any of them, shall or may pay, bear, suffer, sustain, or be put unto in the Execution of any of the Trusts hereby in them reposed, or in relation thereto.

Power for
appointing
new Trustees.

VI. Provided always, and it is hereby enacted and declared, That if the said *Charles Philip Lord Stourton* and *Robert Osborne*, or either of them, or any Trustee or Trustees to be appointed by virtue of the Power herein-after contained, shall happen to die, or desire to be discharged from, or decline, refuse, or become incapable to act in the Trusts reposed in him or them by this Act, before the same shall be fully executed and performed, then and in such Case, and so often as the same shall happen, it shall and may be lawful to and for the said *Edward Constable*, during his Life, and after his Decease to and for the Person or Persons who for the Time being shall respectively be seized of or entitled in Possession of or for any Estate for Life, or any Estate Tail of and in the several Manors, Hereditaments, and Premises so devised as aforesaid; if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then to and for his or their Guardian or Guardians for the Time being, by some Deed or Deeds, Instrument or Instruments in Writing, to be by them respectively sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to nominate, substitute, or appoint 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 as often as any new Trustee or Trustees shall be nominated and appointed as aforesaid, and when and as often as such Nomination shall be approved and confirmed by the Court of Chancery, by an Order to be made in a summary Way upon the Petition of the Person or Persons making such Nomination and Appointment, then and immediately all and singular the Powers and Authorities by this Act given to or vested in the said *Charles Philip Lord Stourton* and *Robert Osborne*, or such of the said Trusts, Powers, and Authorities as shall be then unexecuted or unperformed, shall immediately be and become legally and effectually vested in the surviving or continuing Trustee, and such new or other Trustee or Trustees; or if there shall be no surviving or continuing Trustee, then in such new Trustee or Trustees only, upon the same Trusts as are herein-before declared of and concerning the said Trusts, Powers, and Authorities, or of such of them as shall or may be then subsisting and capable of taking Effect.

VII. And it is hereby further enacted and declared, That 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, in conjunction with the other then surviving or continuing Trustee of the same Trust Estates, if there shall be any such continuing Trustee; if not, then by himself or themselves, 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 this Act nominated Trustee or Trustees, for the Purposes for which such new Trustee or Trustees respectively shall be so appointed Trustee or Trustees, and as the Trustee

or Trustees in these Presents named, his or their Executors or Administrators in or to whose Place such new Trustee or Trustees shall respectively come or succeed, are or is enabled to do, or could or might have done, under and by virtue of this Act, if then living and continuing to act in the Trusts hereby reposed in them or him, any Thing herein-before contained to the contrary thereof in anywise notwithstanding.

VIII. Saying always to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Edward Constable, Francis Sheldon, Thomas Clifford, Henry Clifford, Walter Clifford, James Clifford, Arthur Clifford, Lewis Clifford, and George Clifford*, and their respective first and other Son and Sons, and the Heirs Male of their Bodies), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, either at Law, or in Equity of, in, to, or out of the same respective Estates, Hereditaments, and Premises so to be charged as aforesaid, and every or any Part thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

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

General
Saving.

Publick Act.

THE FIRST SCHEDULE referred to by the within Act, containing the Particulars of all the Manors, Messuages, Farms, Lands, Hereditaments, and Premises, which by the Will of the late William Constable Esquire, deceased, now stand charged with the Payment of the Three existing Annuities or Rent Charges unto Mrs. Catherine Constable, Francis Sheldon Esquire, and William Carlin, for their respective Lives.

Townships.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.	Yearly Rents.
			A. R. P.	£. s. d.
	The Manor of Halsham, with all the Rights, Royalties, and Appurtenances.			
	Thomas Dresher	{ A House, Homestead, and Garth, and several Fields, Clofes, and Grounds	116 1 3	105 0 0
	Thomas Thorpe	{ The like	145 3 36	105 0 0
	John Watson	{ The like	94 3 33	70 0 0
	Edward Walker	{ Several Fields, Clofes, and Grounds	32 3 6	10 0 0
	Christopher Hunter	{ A House and Garth, and several Clofes, and Grounds,	8 0 14	4 10 0
	John Johnson	{ A House and Garth, and a Piece of Land	7 1 16	5 0 0
	William Garton	{ A House, Homestead, and Garth, and several Fields, Clofes, and Grounds	73 3 18	50 0 0
	Francis Smith	{ A House, Homestead, and Garth, and Two Pieces of Land	3 3 8	2 0 0
	Thomas Collinson	{ A House, Homestead, and Garth, and several Fields, Clofes, and Grounds	72 3 21	45 0 0
	William Flintoft	{ A House and Garth, and Piece of Land	3 2 38	2 0 0
	David Wright	{ A House, Homestead, and Orchard, and several Fields, Clofes, and Grounds	238 2 3	195 0 0
	Thomas Owft	{ A House, Homestead, and Garths, Barn and Stable, and several Fields, Clofes, and Grounds	362 2 13	290 0 0
	Rebecca Norton	{ A House and Garth, and Piece of Land	4 2 12	3 0 0
	John Meadley	{ The like	4 3 1	3 0 0
	James Wallis	{ The like	4 2 16	3 0 0
	William Baxter	{ A House, Homestead, and Garth, and several Fields, Clofes, and Grounds	154 0 17	116 0 0
	Peter Bedall	{ The like	111 0 8	65 0 0
	William Brown	{ The like	110 3 19	75 0 0
	Hugh Sayle and Robert Sayle	{ The like	396 3 11	275 0 0
	John Wright	{ The like	86 0 12	50 0 0
	Mary Harrison	{ The like	9 2 12	6 0 0
Halsham				

FIRST SCHEDULE continued.

41^o GEORGH II. III. Cap. 108.

1833

Townships.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.		Yearly Rents.			
			A.	R. P.	£.	s.	d.	
Halsham,	Samuel Richardson	{ A House, Homestead, and Garth, and several Fields, Clofes, and Grounds	92	2 20	50	0	0	
	William Webster		142	3 23	100	0	0	
	James Fewson		173	2 25	120	0	0	
	Thomas Johnson		10	0 19	6	0	0	
	Thomas Shepherd		126	1 19	75	0	0	
	William Giles		247	3 6	145	0	0	
	The Manor of Keyingham, with all the Rights, Royalties, and Appurtenances, and the Copyhold Rents thereof, amounting to			29	0	0		
	William Hutchinson		{ A House, Homestead, and Garth, and several Fields, Clofes, and Grounds, and the Tythes of his Farm	374	0 25	500	0	0
	Henry Foster			207	1 32	260	0	0
	John Scott			185	2 31	250	0	0
John Rounding	268	0 37		340	0	0		
John Booth	141	2 9		195	0	0		
Thomas Parkinon	50	0 9		66	0	0		
William Craggs	33	1 0		42	0	0		
Hugh Sayle and Robert Sayle	19	0 28		25	0	0		
Thomas Shepherd	15	0 0		18	18	0		
William Garton	15	1 0		15	15	0		
George Harrifon	17	0 20	22	0	0			
David Wright	18	2 0	23	0	0			
Peter Bedall	22	1 18	30	0	0			
John Wright	16	3 15	17	17	0			
William Baxter	19	1 36	22	0	0			
		Total Quantities and Yearly Rents	4247	0 19 3832	0	0		

[Loc. & Per.]

THE SECOND SCHEDULE referred to by the within Act, containing the Particulars of all the Messuages, Farms, Lands, Hereditaments, and Premises, which are comprized in the Four several Mortgages made to the Right Honourable Lord Brownlow, the Right Honourable Lord Cadogan, William Sheldon and Thomas Wright Esquires, and Mr. John Raines; the said Mortgage to the said William Sheldon and Thomas Wright being now vested in John Francis Maximilian Cerjat and Charles Vere Dashwood Esquires.

FIRST—As to the Messuages, Farms, Lands, Hereditaments, and Premises, mortgaged to the said Lord Brownlow.

Parishes.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.		Yearly Rents.	
			A.	R. P.	£.	s. d.
Pagula, alias Paghill, alias Paull	Jane Richardson, late Thomas Richardson	{ A House, Homestead, and Garden, and several Fields, Clofes, } { and Grounds, in Little Humber } { A Field or Clofe, in Little Humber, being Part of Ox- } { godes } { A Field or Clofe in Do. being Part of Do. } { Two Fields or Clofes in Do. being Part of Do. } { A Field or Clofe in Do. being Part of Do. } { A Field or Clofe in Do. being Part of Do. } { A Field or Clofe in Do. being Part of Do. } { The like } { The like } { The like } { A House, Homestead, and Garth, and Two Fields or Clofes, } { in Little Humber, being Part of Oxgodes } { A House, Homestead, and Garth, and several Fields, Clofes, } { and Grounds, in Thorngumbald, called by the Name of } { Thorneycroft's Farm } { Five several Fields, Clofes, or Parcels of Ground, being Part } { of the Lands called Cherry Cobb Sands } { Five other Fields, Clofes, or Parcels of Ground, being Part } { of said Lands, called Cherry Cobb Sands } { Two other Fields, Clofes, or Parcels of Ground, being Part } { of said Lands, called Cherry Cobb Sands } { Five other Fields, Clofes, or Parcels of Ground, being Part of Do. } { Two other Fields, Clofes, or Parcels of Ground, being Part } { of Do. }	255	1 2	347	0 0
	George Higham, late Thomas Richardson		17	3 5	25	0 0
	Robert Scott, late Do.		17	3 5	25	0 0
	John Meadley, late Do.		22	0 20	28	0 0
	Isaac Denton, late Do.		10	3 0	14	0 0
	Robert Grasby, late Do.		16	0 12	21	0 0
	John Hodgson, late Do.		12	2 25	17	10 0
	Robert Waudby, late Do.		15	0 25	19	10 0
	Edward Foster, late Do.		21	0 30	27	0 0
	John Caley, late Do.		16	0 32	22	0 0
	Thomas Gilbank, late Do.		5	1 28	1	0 0
	William Doughty		128	0 29	173	0 0
	William Raines		300	0 18	388	0 0
	Thomas Champney and James Champney		262	0 24	340	0 0
	Jane Richardson, late Thomas Richardson		194	0 20	244	0 0
Henry Binnington	123	0 37	159	0 0		
William Doughty	112	2 10	147	0 0		

SECOND SCHEDULE continued.

41^o GEORGII III.

Cap. 108.

1895

Parishes.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.	Yearly Rents.
			A. R. P.	£. s. d.
Pagula, alias Paghill, alias Paul	David Wright	Two other Fields, Clofes, or Parcels of Ground, being Part of Do.	99	2 30 0
	William Hutchinon	The like, being Part of Do.	92	2 25 0
	Henry Foster, late Philip Kirkby	One other Field, Clofe, or Parcel of Ground, being Part of Do.	35	2 9 0
	John Booth, late Do.	The like	45	0 37 0
	John Rounding	Two other Fields, Clofes, or Parcels of Ground, being Part of Do.	76	0 5 0
	Thomas Owft, late Thomas Richardson	One other Field, Clofe, or Parcel of Ground, being Part of Do.	22	0 12 0
	George Salvidge, late Do.	The like	46	2 13 0
		Total Quantities and Yearly Rents	1948	2 13 2535 0 0

SECOND—As to the Messuages, Farms, Lands, Hereditaments, and Premises mortgaged to the said Lord Cadogan.

Parishes.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.	Yearly Rents.
			A. R. P.	£. s. d.
Skeckling cum Burftwick	William Stickney, late Thomas Parkinson John Robinson Henry Binnington	A House, Homestead, and Garth, and several Fields, Clofes, and Grounds, in Ridgmont, alias Ridgmond, and the Tythes of his Farm The like, called by the Name of South Park Farm The like, called by the Name of North Park Farm	793	1 2 520 0 0
			375	1 11 360 0 0
			290	0 12 233 0 0
			1458	2 25 1113 0 0
		Total Quantities and Yearly Rents		

SECOND SCHEDULE continued.

THIRD—As to the Messuages, Farms, Lands, Hereditaments, and Premises mortgaged to the said William Sheldon and Thomas Wright.

Parishes.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.		Yearly Rents.	
			A. R. P.	£. s. d.	£. s. d.	£. s. d.
Skeckling cum Burstwick	{ Thomas Champney and James Champney	{ A House, Homestead, and Garden, and several Fields, Clofes, and Grounds, called by the Name of Nuthill Farm, and the Tythes thereof	289	0 6	245	0 0
			159	3 16	140	0 0
	{ John Wiles Foster George Salvidge John Bird, Senior Isaac Denton, late Sarah Smales Robert Scott Robert Grasby John Bird, Junior Charles Howard John Taylor Mary Batty, and William Wright	{ A House, Homestead, Orchard, and Garths, and several Fields, Clofes, and Grounds, and the Tythes thereof	116	3 6	89	0 0
			106	0 26	85	0 0
			85	1 26	66	0 0
			115	3 25	65	0 0
			61	0 13	50	0 0
			45	3 12	35	0 0
			25	2 16	25	0 0
			20	1 8	23	0 0
			7	3 30	7	0 0
			2	0 35	2	15 0
	1	0 26	1	10 0		
	{ Mary Nafeby Sufanna Wilkinfon William Smith John Mafterman	{ A House and Garth, and a Field or Clofe, and the Tythes thereof	6	3 19	5	0 0
			0	1 0	0	1 0
Total Quantities and Yearly Rents			1044	1 24	839	6 0

Marton

SECOND SCHEDULE continued.

FOURTH—As to the Messuages, Farms, Lands, Hereditaments, and Premises mortgaged to the said John Raines

Parish.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.	Yearly Rents.
Sproatley	{ Robert Waudby Robert Dickinson	A House and several Fields, Clofes, and Grounds	A. R. P. 230 1 37	£. s. d. 180 0 0
		The like	135 2 7	105 0 0
		Total Quantities and Yearly Rents	366 0 4	285 0 0

[Loc. & Per.]

THE THIRD SCHEDULE referred to by the within Act, containing the Particulars of all the Manors, Messuages, Farms, Lands, Hereditaments, and Premises, which are not charged with the Payment of the said Three existing Annuities, or Rent-Charges, nor comprized in any of the above Four Mortgages, and which are now free and clear from all Incumbrances whatsoever, except the said Two existing Annuities left by the Codicil of the said late William Constable. And the following Particulars do not include the Capital Messuage, or Mansion-House of Burton Constable, or the Park, Gardens, Pleasure-Grounds, Lands, or Demesnes thereunto adjoining or belonging; nor do the same include any of the Manors or Lordships, or any of the Rights or Royalties, Free Rents, Fee Farm Rents, or Copyhold Rents thereunto belonging.

21 P

Parishes and Townships.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.	Yearly Rents.
Swine and Burton Constable	{ George Dowthwaite George Harrison William Williamfon John Hodgson John Meadley William Milner Edward Jackson	A House and Garth, and Two Clofes and Fields, and the Tythes thereof	A. R. P. 26 2 10	£. s. d. 21 0 0
		A House and Garths, and several Fields, Clofes, and Grounds, and the Tythes thereof	322 0 0	220 0 0
		A House and Mill, and several Fields, Clofes, and Grounds, and the Tythes thereof	20 0 8	22 0 0
		A House, Homestead, and Orchard, and several Fields, Clofes, and Grounds, and the Tythes thereof	84 0 27	43 0 0
		The like	94 1 12	45 0 0
		Two Fields or Clofes, and the Tythes thereof	17 3 10	14 0 0
		A House and Part of a Clofe	3 1 0	2 3 0

41° GEORGH III. Cap. 108.

1897

THIRD SCHEDULE continued.

1898

41^o GEORGI II. Cap. 108.

Parishes and Townships.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.	Yearly Rents.
Skeckling cum Burftwick	Elizabeth Crawforth	A House, Homestead, and Orchard, and several Fields, Clofes, and Grounds, called North Park Farm, and the Tythes thereof	A. R. P. 44 0 8	£. s. d. 26 0 0
	William Grice	A House, Homestead, and Garth, and several Fields, Clofes, and Grounds, called Forker Leas Farm, and the Tythes thereof	136 3 18	84 0 0
	Leonard Robinson	A House and several Fields, Clofes, and Grounds, called Wrangland's Farm, and the Tythes thereof	39 2 23	22 0 0
	John Richardfon	Seven Fields or Clofes called Cowland's Farm, and the Tythes thereof	58 1 35	45 0 0
	Thomas Jackson	Five Fields or Clofes called Cowcroft's Farm, and the Tythes thereof	112 2 7	72 0 0
	William Craggs	A House and Garths, and several Fields, Clofes, and Grounds, and the Tythes thereof	203 2 2	130 0 0
	George Caley	A House, Homestead, Orchard, and Garths, and several Fields, Clofes, and Grounds, and the Tythes thereof	209 1 18	155 0 0
	Edward Fofter	The like	177 1 27	145 0 0
	John Caley	The like	111 1 9	85 0 0
	George Higham	The like	190 0 31	86 0 0
Aldborough and Conftable Newton, alias Weft Newton	John Meadley	Four Fields or Clofes, and the Tythes thereof	37 2 28	23 0 0
	John Kipling	A House and Garths, and several Fields, Clofes, and Grounds, and the Tythes thereof	20 3 38	12 0 0
	John Lundy	The like	17 1 23	16 0 0
	Dorothy Nutt	A House, Homestead, and Two Garths	2 2 6	3 10 0
	Ann Bigland	A House	0 0 0	0 10 0
	Bartholomew Campling	A House and Garth	0 0 19	0 10 0
	Robert Mafterman	A House and Three Garths	4 2 34	6 0 0
	John Burnham	A House and Garth	1 0 4	1 10 0
	John Johnfon	A House, Garth, and Piece of Ground	3 1 6	3 0 0
	Margaret Godolphin	A House	0 0 8	0 1 0
Aldborough and Carleton	George Higham	Two Fields or Clofes, and the Tythes of Hay thereof	25 1 8	30 0 0
	George Caley	The like	41 2 7	50 0 0

T H I R D S C H E D U L E *continued.*

41° GEORGII III. *Cap.* 108.

1899

Parishes and Townships.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.			Yearly Rents		
			A.	R.	P.	£.	s.	d.
Aldbrough and Carleton	John Lundy, and John Bird Junior	A Field or Clofe, and the Tythes of Hay thereof	22	3	0	26	0	0
			18	0	12	20	0	0
Swine and Ellerby	William Carlin, late William Roper, and late Rob. Foster	A Houfe, Homestead, and Orchard, and several Fields, Clofes, and Grounds	183	1	12	140	0	0
			42	1	12	34	0	0
Flinton	John Wiles Foster	Two Fields or Clofes	11	0	8	8	0	0
			34	0	22	25	0	0
Hollym	Joseph Dowthwaite	A Field or Clofe	8	2	18	10	10	0
			0	0	38	2	0	0
Hedon	James Bird	A Field or Clofe, and Two Composition Tythe Rents	0	1	31	2	0	0
			0	1	31	2	0	0
Swine and Marton	Bryan Hutchinson	The like	2	0	20	2	2	0
			2	0	20	2	2	0
Pagula, alias Paghill, alias Paull,	John Richardson	Two Garths or Clofes	50	0	0	62	0	0
			22	3	24	28	0	0
Rimswell	Thomas Jackson	A Field or Clofe in Do. being Part of Do.	23	0	4	30	0	0
			15	1	4	9	0	0
-	William Giles	A Clofe or Piece of Ground	154	1	33	105	0	0
			49	0	5	30	0	0
-	James Bird	A Houfe, Homestead, and Garth, and several Fields or Clofes	7	2	17	6	0	0
			1	1	6	2	0	0
-	William Milner	The like	3	1	3	3	5	0
			0	2	36	1	10	0
-	Mary Jackson	The like	0	2	34	2	0	0
			0	0	34	1	0	0
-	Francis Jackson	A Houfe and Garth	3	1	13	6	0	0
			0	0	29	0	10	0
-	George Fairbank	The like	1	2	0	3	0	0
			1	0	0	3	0	0
-	John Beal	The like	1	2	0	3	0	0
			1	2	0	3	0	0
-	Jane Ramshaw	The like	1	2	0	3	0	0
			1	2	0	3	0	0
-	William Jackson	The like	1	2	0	3	0	0
			1	2	0	3	0	0
-	Robert Simpson	A Houfe and Two Garths, or Clofes	1	1	37	5	0	0
			0	0	29	0	10	0
-	John Simpson	Two Houfes and Two Garths	1	2	0	3	0	0
			1	2	0	3	0	0
-	Elizabeth Jackson	A Houfe	1	1	0	3	0	0
			1	1	0	3	0	0
-	Marm: Wilkin	A Houfe and Garth	1	2	0	3	0	0
			1	2	0	3	0	0
-	John Hobson	A Houfe, and Blacksmith's Shop and Garth	1	2	0	3	0	0
			1	2	0	3	0	0
-	William Gascoigne	A Houfe and Garth	1	2	30	4	5	0
			1	2	30	4	5	0

THIRD SCHEDULE continued.

Parishes and Townships.	Tenants' Names.	Descriptions of the Messuages and Farms, &c.	Quantities.	Yearly Rents.
Sproatley	William White	A House	A. 0 R. 0 P. 0	£. 0 s. 15 d. 0
	Robert Greenshaw	A Houfe and Yard	0 0 10	1 0 0
	Alice Connyears	A Houfe and Garth.	0 2 27	1 10 0
	John Bird, Senior	Four Fields or Clofes	32 0 1	32 0 0
	George Salvidge	Two Fields or Clofes	23 3 20	24 10 0
	Robert Scott	Four Fields or Clofes	24 2 25	25 0 0
	Robert Grasby	A Field or Clofe	11 0 28	11 11 0
	Charles Howard	Two Fields or Clofes	10 3 0	10 10 0
	Sufanna Wilkinfon	A Field or Clofe	2 1 13	2 2 0
	William Peck	The like	2 1 13	2 2 0
	Edward Jackson	The like	2 1 12	2 2 0
	John Day	The like	5 2 20	5 15 6
	Peter Robfon	Two Fields or Clofes	6 0 4	6 6 0
	John Caley	A Field or Clofe	8 1 28	8 8 0
	John Hodgfon	The like	9 0 30	9 9 0
John Johnfon	The like	4 1 6	4 4 0	
William Bell	The like	3 2 0	3 13 6	
John Meadley	The like	14 3 37	15 0 0	
Edward Fofter	Two Fields or Clofes	12 6 28	12 12 0	
John Whiting	A Field or Clofe	5 0 25	5 5 0	
Joseph Palmer	The like	5 0 25	5 5 0	
Total Quantities and Yearly Rents			2851 2 2	2123 6 0

Withernwick

THE FOURTH SCHEDULE referred to by the within Act, containing a particular Account of the Two Sums of One Thousand Five Hundred and Ninety Pounds Nineteen Shillings and Ten-pence, and Seven Hundred and Twenty Pounds Nineteen Shillings and Eight-pence, making together Two Thousand Three Hundred and Eleven Pounds Nineteen Shillings and Six-pence, paid, laid out, and expended by the said Edward Constable, as in the said Act is mentioned, specifying the Times when, and to whom, and for what.

		£.	s.	d.
1791.				
June 28th,	Mr. Robinson Hesse Cliffe, Stone 1200 Tons at 8 d.	40	0	0
	Robert Pindar, Freight	25	0	0
	Richard Dry, Freight	25	0	0
	John Soutter, delivering	7	10	0
1793.				
July 15th,	Pinning and Company, Stone 1200 Tons	40	0	0
	Robert Pindar, Freight	25	0	0
	Richard Dry, Freight	25	0	0
	John Soutter, delivering	7	10	0
Sept. 28th,	Pinning and Company, Stone 280 Tons	14	0	0
	Richard Dry, Freight	17	10	0
	John Soutter, delivering	1	15	0
1794.				
July 9th,	Pinning and Company, Stone 1000 Tons	50	0	0
	Richard Dry, Freight	50	0	0
	John Soutter, delivering	9	14	2
1795.				
July 21st,	Pinning and Company, Stone 1000 Tons	50	0	0
	Richard Dry, Freight	50	0	0
	John Soutter, delivering	8	6	8
1796.				
Sept. 12th,	Pinning and Company, Stone 3500 Tons	175	0	0
	Richard Dry, Freight	97	10	0
	John Taylor, Freight	77	10	0
	John Soutter, delivering	29	3	4
1797.				
July 31st,	Pinning and Company, Stone 3000 Tons	150	0	0
	Richard Dry, Freight	72	10	0
	John Taylor, Freight	77	10	0
	John Soutter, delivering	25	0	0
1798.				
July 10th,	Pinning and Company, Stone 3000 Tons	150	0	0
	Richard Dry, Freight	75	0	0
	John Taylor, Freight	75	0	0
	John Soutter, delivering	25	0	0
1799.				
July 8th,	Nicholas Dringthorn's leading 8 Loads, at 18 s.	7	4	0
--- 9th,	Pinning and Company, Stone 1000 Tons	50	0	0
	John Taylor, Freight	50	0	0
	John Soutter, delivering	8	6	8

Carried over 1590 19 10

1902

41° GEORGII III. Cap. 108.

		Brought forward			1590 19 10		
		£.	s.	d.			
1799.	Mr. Stickney, Stone 500 Tons, at 2s. 2d.	}	69	7	7		
Oct. 10th,	Thorns, Furze, and Labour						
Nov. 28th,	Mr. Chapman, Engineer	-	35	15	0		
1800.	Mr. Stickney, Repairs	-	45	12	11		
Jan. 6th,	Mr. Stickney, Stone 3000 Tons, at 2s. 8d.	}	477	4	8		
July 7th,	Labour, &c.						
Sept. 8th,	Mr. Stickney, Thorns and Stakes, leading	}	92	19	6		
	Repairs, &c.						
Expended on Mr. Chapman's Plan					720	19	8
					<hr/>		
					2311	19	6
					<hr/>		

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
 Printers to the King's most Excellent Majesty. 1801.