



ANNO QUADRAGESIMO PRIMO

GEORGI III. REGIS.

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Cap. 138.

An Act for empowering certain Trustees therein named, to carry into Execution an Agreement made by *Arthur Annesley* of *Bletchington Park* in the County of *Oxford*, Esquire, and *Thomas Bradford*, of *Aspdown Park* in the County of *Sussex*, Esquire, for the Sale of the settled Estates of the said *Arthur Annesley*, situate in the County of *York*, discharged of the Limitations created by his Marriage Settlement; and to lay out a Part of the Monies to arise from the Sale thereof, in paying off certain Incumbrances affecting a Part of the Estates to which the said *Arthur Annesley* of *Bletchington*, and his Issue Male, are entitled under the Will of *Arthur Annesley* late of *Lincoln's-Inn Fields*, Esquire, deceased, and other Part thereof, in the Purchase of Estates situate in the said County of *Oxford*, or in the adjoining Counties, to be settled

to the same Uses as by the said Settlement are limited concerning the settled Estates of the said *Arthur Annesley* of *Belchington* in the said County of *Oxford*; and for other Purposes.

[2d July 1801.]

Recital of Indentures of Lease and Release of the 10th and 11th of February 1785, being the Settlement on the Marriage of *Arthur Annesley*, of *Bletchington Park*, with *Catherine Hardy* Spinster.

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Tenth and Eleventh Days of February One thousand seven hundred and eighty-five, the Release being of Five Parts, and made or expressed to be made between *Arthur Annesley*, of *Bletchington* in the County of *Oxford*, Esquire, therein described to be eldest Son and Heir at Law of *Arthur Annesley*, then late of the same Place, Esquire, deceased, of the First Part; Dame *Catherine Hardy* of *Rawlins*, in the said County of *Oxford*, (therein described to be the Widow of Sir *Charles Hardy* Knight, deceased), of the Second Part; *Catherine Hardy* Spinster, of *Rawlins* aforesaid, (therein described to be One of the Daughters of the said Dame *Catherine Hardy*), of the Third Part; *Josiah Hardy* of *Greenwich* in the County of *Kent*, Esquire, and *Edward Pauncefort*, of *Newman Street* in the Parish of *Saint-Mary-le-Bone* in the County of *Middlesex*, Esquire, of the Fourth Part; and the Reverend *Francis Annesley* of *Balscot* in the said County of *Oxford*, and *Martin Annesley* of *Reading* in the County of *Berks*, Gentleman, of the Fifth Part; being the Settlement made previous to, and in Contemplation of the Marriage then intended, and which was shortly afterwards solemnized, between the said *Arthur Annesley*, Party thereto, and *Catherine Hardy* the Daughter, after reciting that a Marriage was then intended between the said *Arthur Annesley* and *Catherine Hardy* the Daughter, with the Consent of the said Dame *Catherine Hardy* the Mother, and taking Notice of the Particulars of which the Fortune of the said *Catherine Hardy* the Daughter did consist; and that it had been agreed between the said Parties thereto, that the several Sums in Stock and Money therein mentioned should be transferred to the said *Arthur Annesley*, for his own Use; the said *Arthur Annesley*, in Consideration thereof, and of the said intended Marriage, and other the Considerations therein mentioned, did grant, bargain, sell, alien, release, and confirm unto the said *Josiah Hardy* and *Edward Pauncefort*, and to their Heirs and Assigns, all that the Manor or Lordship of *Bletchington*, otherwise *Bletchington* in the County of *Oxford*, with the Rights, Members, and Appurtenances thereof; and also all that capital Messuage, or Mansion House of *Bletchington*, otherwise *Bletchington*, called or known by the Name of *The Great House* or *The New House*; and also all those the several Messuages, Lands, Tenements, and other the Hereditaments therein particularly described and expressed to be situate in the Parishes of *Bletchington* and in *Kirklington*, in the said County of *Oxford*, and which said Premises are therein mentioned to have been then of the yearly Value of One thousand and forty Pounds; or thereabouts; and certain Manors, Messuages, Castle, Town, Lands, Tenements, and Hereditaments therein particularly described and expressed to be situate in the County of *Downe* in *Ireland*, with their Appurtenances, and therein mentioned to have been of the yearly Value of One thousand eight hundred and fifty Pounds, or thereabouts; and also all that the Manor or Lordship of *Thorganby*, with the Rights, Members, and Appurtenances thereof, in the County of *York*;

*York*; and also all that capital Messuage or Mansion House, with the Appurtenances, situate in *Thorganby* aforesaid; and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called or known by the several Names of *Calf Garth, Lanff Hall Bank, Barn Close, Church Lands, Brick Close, Wheat Close, Becky Close, Donstales, Swine Hills Croft, Middle Close, Stack Close, Little Star Close, Great Hall Close, Far Ditto, and Two Ditto, Hollin Hill, Four Ditto, and divers Pieces of Land lying dispersed in West Field, Mickleland Field, and Mill Field, containing in the Whole, by Estimation, Two hundred and sixty-seven Acres, more or less, and therein described to be then or then late in the Tenure or Occupation of John Dunnington; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, then called or known by the several Names of the Two Flats, Wood Close, Farbirk Hills, Goat Close, Three Swine Hills, Two Gale Closes, Three Clover Closes, Winn Close, Bachas Hill, Peat Carr, Broom Hill, Two more Closes, Hay Crofts, Rabbitt Hill, Close, Donstale Close, lower ditto, Two Far Closes, Far Low Close, near ditto, and also several Pieces or Parcels of Arable and Meadow Land lying dispersed in the Fields called West Fields, Mickleland Field, Mill Field, and Town Ings, containing in the Whole, by Estimation, One hundred and seventy-five Acres and Two Roods, more or less, therein expressed to be then or then late in the Tenure or Occupation of Thomas Castle; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called by the several Names of the Three Flatts, Wood Close, Four New Closes, Two ditto, and Two ditto, Paradise Hill Hole, Long Close, Old Wife Close, Learge Gale Close, and divers Pieces of Arable and Meadow lying dispersed in the Common Fields called West Field, Mickleland Field, Mill Field, and Town Ings, containing in the Whole, by Estimation, One hundred and twenty-seven Acres, more or less, and therein described to be then or then late in the Tenure or Occupation of Robert Browne; and also all that Farm House and Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called by the several Names of Carter Closes, Two Ings, Closes, Pansbank Close, Grant Hill, Wood Close, Wood Rudding, Brigg Close, Pansbank, Little Bottom, Town Ings, and the Wood, containing in the Whole, by Estimation, Ninety-five Acres, more or less, and then or then late in the Tenure or Occupation of John Brown junior; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called or known by the several Names of the Three Knowles Pastures, Rough Close, High Close, Stack Close, Horn Close, Three Winn Closes, and One ditto, and several Pieces of Arable and Meadow Land lying in the Common Fields called West Field, Mickleland Field, Mill Field, and the Town Ings, containing in the Whole, by Estimation, Seventy-six Acres, more or less, and then or then late in the Tenure or Occupation of George Richmond; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called by the several Names of the Two Mill Closes, Great Close, Far Close, Barrick Flatt, Far Carter Close, near ditto, and several Pieces of Arable and Meadow Land, lying dispersed in the Common Fields called West Field, Mickleland Field, Mill Field, and the Town Ings, containing in the Whole, by Estimation, Forty-eight Acres, more or less, then or then late in the Tenure or Occupation*

of

of *Robert Blacker*; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called *Hall Bank, Starr Close, Two Rickal Closes, One ditto, Two Hills, Learge Close, Clay Close, Hell Hole Close, and Five Far Closes*, containing in the Whole, by Estimation, Forty-five Acres and Two Roods, more or less, then or then late in the Tenure or Occupation of *Thomas Brown*; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, called *Clary, Bridge Close, Two Cow Pasture Closes, Berkwood, Two Hollin Bush Closes, Finkle Rudding Close, Two Low Closes, Learge Close, Square Close, Tomlinson Hill, Wood Close*, and in *Town Ings*, containing in the Whole, by Estimation, Forty-eight Acres and Two Roods, more or less, then or then late in the Tenure or Occupation of *Mathias Backas*; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called or known by the several Names of *Garth Middle Close, Corn Close, Lovicks*, and in *Town Ings*, containing by Estimation Twenty-six Acres, more or less, and then or then late in the Tenure or Occupation of *Thomas Hawkesworth*; and also all that Farm House, with the Appurtenances, and Lands commonly called *Hall Close, Wood Closes*, and also several Pieces or Parcels of Land situate in the said Common Fields, called *West Field, Mickleland Field, Mill Field*, and *Town Ings*, and the *Wood Close*, containing by Estimation Twenty-nine Acres and Two Roods, more or less, then or then late in the Tenure or Occupation of *William Clarkson*; and also all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Arable, Meadow, and Pasture Land, commonly called *Moor Close, Win Close, Narrow-wended Close, Hill Close, Low Close, Middle Close, Little Close, Helm Close, Eller Close, Hole*, and in *Town Ings*, containing by Estimation, Twenty-seven Acres and Three Roods, more or less, therein described to be then or then late in the Tenure or Occupation of *Thomas Lumley*; and also all that Farm House, with the Appurtenances, and all those Pieces of Land commonly called or known by the several Names of *Finkle Rudding, Clay Close, Two ditto*, and in *Town Ings*, containing, by Estimation, Eighteen Acres and One Rood, more or less, and then or then late in the Tenure or Occupation of *John Brown*; and also all that Farm House, and all those several Pieces of Land, with the Appurtenances, commonly called by the several Names of *Corner Close, Low Close, Turner Garth, Two Little Closes*, and in the *Town Ings*, containing by Estimation Sixteen Acres and Two Roods, more or less, and then or then late in the Tenure or Occupation of *Mary Richardson*; and also all that Messuage or Tenement, Lands and Premises, with the Appurtenances, then or then late in the Tenure or Occupation of *Margaret Durham*, containing, by Estimation, Seven Acres, more or less; and also all that Messuage or Tenement, Land and Premises, with the Appurtenances, then in the Tenure or Occupation of *Richard Gill*, containing by Estimation Five Acres, more or less; and also all that Messuage or Tenement, and Garth, therein described to be then in the Occupation of *John Cartwright*; containing by Estimation One Acre; and also all that Messuage or Tenement, and Garth, with One Acre in *Town Ings*, then in the Occupation of *Thomas Tate*; and also all that House and Garth in the Occupation of *Samuel Randonson*; and also all that House and Garth in the Occupation of *Dinah Stabler*; and also all that the Rectory or Parsonage of *Thorganby* aforesaid,

aforesaid, with all Houses, Barns, Lands, Tithes, and other Profits whatsoever arising, belonging, or appertaining to the said Rectory or Parsonage, or reputed or taken as Part, Parcel, or Member thereof; all which said last-mentioned Messuages, Farms, Lands, Tenements, and Hereditaments, are situate in *Thorganby* aforesaid; and also all that the Manor of *Skipwith*, with the Rights, Members, and Appurtenances, in the said County of *York*; and all that Farm House, with the Appurtenances, and all those several Pieces or Parcels of Land commonly called or known by the several Names of the *Two Crofts, Three Corner Close, High Ling Crooks, Low ditto, Hill Close, Wood Close, Sharp Close, Wood Close, Little ditto*, and several Pieces of Arable and Meadow, lying dispersed in the Common Fields of *Southfield, South Moor Field, West Field, Heathfield, Northfield*, also a Common Piece in *Thorganby*, and in the *Town Ings* in *Thorganby*, containing in the Whole, by Estimation, Sixty-four Acres, more or less, then in the Tenure or Occupation of *William Steel*; and also all those reserved Rents and Corn Rents payable from and out of the several Farms and Lands in *Skipwith* aforesaid; and also all that Messuage or Tenement, with the Appurtenances, and all those several Pieces or Parcels of Land commonly called the *Croft, Westow Close, Segg Carr, Ling Croft* (and *Braddocks*, in *Thorganby*), and also several Pieces or Parcels of Land lying dispersed in the Common Fields called *West Field, Westow Field, Dale Field, Scarn Flat Field, North Hill*, and in the *Town Ings*, containing in the Whole, by Estimation, Forty Acres, more or less, then in the Tenure or Occupation of *Thomas Barton*; and also all that House and Garth in the Possession of *Jane Pegg*, which said last-mentioned Premises (except *Braddocks*) are situate, lying, and being in *West Cottingwith*, in the said County of *York*; and also all those Tithes of *West Cottingwith* aforesaid, then let to *John Dunnington*; and also all that Messuage or Tenement, and Premises, with the Appurtenances, and all those Pieces or Parcels of Land called *Town End Close*, and in the *Town Ings*, containing, by Estimation, Four Acres Two Roods and Twenty Perches, more or less, then in the Tenure or Occupation of *John Palmer* Esquire, situate in *Rabourn*, in the said County of *York*; all which said Premises in the said County of *York*, are therein mentioned to be then of the yearly Value of Eight hundred Pounds and upwards; and all the Messuages, Lands, Tenements, and Hereditaments, with the Appurtenances, of him the said *Arthur Annesley*, situate in *Thorganby, Skipwith, West Cottingwith*, and *Rabourn*, or elsewhere in the said County of *York*, at *Bletchington* and elsewhere in the County of *Oxford*, and also in *Clough* or elsewhere in the Kingdom of *Ireland*, to hold the same, with their and every of their Rights, Members, and Appurtenances, unto the said *Josiah Hardy* and *Edward Pauncefort*, their Heirs and Assigns, to the Use and Behoof of the said *Arthur Annesley*, his Heirs, and Assigns, until the Solemnization of the said then intended Marriage; and from and immediately after the Solemnization thereof, to the several Uses therein expressed and declared, and herein after mentioned; (that is to say), to the Use and Behoof of the said *Arthur Annesley* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the said *Josiah Hardy* and *Edward Pauncefort*, and their Heirs, in Trust to preserve contingent Remainders therein-after limited, nevertheless to permit and suffer the said *Arthur Annesley* to receive the Rents, Issues, and Profits thereof during the Term of his

Life; and from and after the Determination of that Estate, to the Use and Behoof of the said *Francis Annesley* and *Martin Annesley*, and the Survivor of them, and the Executors and Administrators of such Survivor, for and during, and unto the full End and Term of Five hundred Years, upon the Fruits nevertheless, and to and for the Intents and Purposes therein after expressed, and declared, and herein after in Part mentioned of and concerning the same; and from and after the Decease of the said *Arthur Annesley*, and subject to the said Term, then as for and concerning all those the said therein before granted and released Premises to the Use and Behoof of the First Son of the Body of the said *Arthur Annesley* on the Body of the said *Catherine Hardy* to be begotten, and of the Heirs Male of the Body of such First Son lawfully issuing; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, Seventh, and all and every other the Son and Sons of the said *Arthur Annesley* on the Body of the said *Catherine Hardy* to be begotten, severally and successively, and in Remainder. One after the other, as they and every of them should be in Seniority of Age and Priority of Birth, the elder of such Son and Sons, and the Heirs Male of his Body issuing, being always to be preferred, and to take before the younger of such Son and Sons, and the Heirs Male of his and their Body and Bodies; and for Default of such Issue, to the Use of the said *Arthur Annesley*, (Party thereto) his Heirs and Assigns for ever; and as concerning the said Term of Five hundred Years, it is by the said Indenture of Release declared, that the same is so limited to the said *Francis Annesley* and *Martin Annesley*, their Executors, Administrators, and Assigns as aforesaid, upon Trust, after the Decease of the said *Arthur Annesley*, to raise and pay unto the said *Catherine Hardy*, in case she shall be then living, out of the said therein before granted and released Premises, yearly and every Year, during her natural Life, One clear yearly Rent Charge of Six hundred Pounds of lawful Money of *Great Britain*, in lieu and bar of all Dower and Thirds, by equal Half-yearly Payments, at the Times, and the first Payment thereof to be made, and with such Powers to the said Trustees of the said Term for the Recovery thereof, if in Arrear, as in the said Settlement is mentioned; and from and after the Decease of the said *Catherine Hardy*, in Trust, as to the said Manor, Messuages, Castles, Lands, and Premises, in the County of *Downe*, in the Kingdom of *Ireland*, therein before particularly mentioned, to raise the Sum of Ten thousand Pounds, to be equally divided amongst all and every the Son and Sons, Daughter and Daughters of the said *Arthur Annesley* on the Body of the said *Catherine Hardy* (other than and except such Son and Sons who should be entitled to the Reversion and Inheritance of the said therein before granted and released Premises, as herein before mentioned) payable at such Ages or Times, after the Decease of either of them the said *Arthur Annesley* and *Catherine Hardy*, with such Benefit of Survivorship and Accruer, in case any such Son or Sons, Daughter or Daughters, should die before such respective Ages or Times, as in the said Settlement is mentioned; and upon further Trust, for raising out of the said Estates in *Ireland*, by the Ways and Means therein mentioned, in case there should be no Son of the Body of the said *Arthur Annesley* on the Body of the said *Catherine Hardy*, born in the Lifetime of the said *Arthur Annesley*, or after his Decease, or if there should be any such Son or Sons, and all and every of them should happen to die without Heirs Male of their respective Bodies, before any such Son should attain the Age of Twenty-one Years, such further Sum for the Portions of

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One or more Daughter or Daughters of the Body of the said *Arthur Annesley*, begotten on the Body of the said *Catherine Hardy*, who should attain the Age of Twenty-one Years, or be married, as is therein particularly expressed; and upon such further Trusts, for the Benefit of the younger Children of the said Marriage, as are therein mentioned; and it is thereby also provided, that in case the said *Arthur Annesley* should be desirous or have Occasion to sell all or any Part of the said thereby granted and released Premises, situate in the Kingdom of *Ireland*, it should and might be lawful to and for the said *Arthur Annesley*, with the Consent of the said *Josiah Hardy* and *Edward Pauncefort*, and their Heirs and Assigns, to grant, release, and convey all or any Part thereof by way of Sale, freed and discharged from the several Uses and Estates therein-before limited and expressed, and with the Money arising by such Sale, to pay off and discharge all or any of the several Charges and Incumbrances therein and herein-after particularly mentioned, and the Remainder of the said Money arising by such Sale or Sales, to lay out in the Purchase of other Lands of Inheritance in *England*, which Money arising by such Sale, or such newly purchased Lands, it was thereby agreed should be settled to the same Uses as the said therein-before mentioned Premises were and stood thereby limited; and it is thereby also provided, that in case the said *Arthur Annesley* should at any Time during his natural Life, have Occasion to raise or borrow any Sum or Sums of Money, not exceeding in the Whole the Sum of Six thousand Pounds, it should be lawful for the said *Arthur Annesley*, by any Deed or Writing under his Hand and Seal, attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, executed in the Presence of the like Number of Witnesses, to charge all or any Part of the aforesaid Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, or any of them, or any Part thereof, with the Payment of such Sum or Sums of Money, not exceeding in the Whole the said Sum of Six thousand Pounds, as he should so borrow and take up as aforesaid, together with lawful Interest for the same until Payment thereof; and in the said Indenture is contained a Power for the said *Arthur Annesley*, and all and every other Person and Persons when they should respectively come into Possession of the said therein-before granted and released Premises, or any Part thereof, to grant Leases of such Part or Parts thereof as had been usually letten at Rack Rent or improved Rent, to any Persons for any Term not exceeding Twenty-one Years in Possession, at the best improved yearly Rent; and of such Part or Parts thereof as had been usually let for Lives or Years, to lease the same, or any Part thereof, to any Person or Persons for any Number of Years not exceeding Thirty-one Years, or for the Life or Lives of One, Two, or Three Person or Persons absolutely, so as the ancient and accustomed yearly Rents and Services, or more, be thereupon reserved during the Continuance of such Leases, and on such other Terms as are therein mentioned; and by the said Indenture a Power is given to the Survivor of them, the said *Josiah Hardy* and *Edward Pauncefort*, in case of the Death of either, with the Consent and Approbation of the said *Arthur Annesley* and *Catharine Hardy*, and the Survivor of them, to be signified and attested by any Deed or Writing to be attested as therein mentioned, of nominating and appointing a new Trustee or Trustees for the Purposes aforesaid, in the Manner therein mentioned; and in the Covenants therein-contained for the Title to the said Estates, is excepted an Indenture, purporting to be a Deed of Settlement of Four Parts, made on the Marriage of *Arthur Annesley* Esquire, the Father of the said *Arthur Annesley*

nesley, with his late Mother, deceased, dated the Twenty-sixth Day of February One thousand seven hundred and fifty-five, and made between the said *Arthur Annesley* the Father, of the First Part; *Elizabeth Baldwin* Spinster, of the Second Part; *Charles Baldwin* and *German Pole*, Esquires, of the Third Part; and *Thomas Ottley* and *Henry Powys* Esquires, of the Fourth Part, whereby the Sum of Four thousand Pounds is in the said now reciting Settlement mentioned to be charged on the before recited Premises in *Yorkshire*, for the Portions of the younger Children of the said Marriage of the said *Arthur Annesley* the Father, and which Sum of Four thousand Pounds, at the Time of the Execution of the now reciting Settlement, remained charged on the said Estates in *Yorkshire*; and also except an Indenture of Demise of Three Parts, bearing Date the Twentieth Day of September One thousand seven hundred and eighty-one, and made between the said *Arthur Annesley* of *Bletchington*, Party to the now reciting Settlement, of the First Part; the said *Francis Annesley*, (also Party thereto), and *Anne Annesley* and *Elizabeth Annesley* (the Brother and Sisters of the said *Arthur Annesley*) of the Second Part; and *Francis Annesley* and *Martin Annesley* (Party to the now reciting Indenture), of the Third Part, whereby the said *Arthur Annesley* (Party to the said now reciting Settlement) did demise all the said therein-before recited Premises in the County of *Oxford*, to the said *Francis Annesley* and *Martin Annesley*, for securing the Payment of the Sum of Nine thousand Pounds to his said Brother and Sisters: And whereas the Marriage between the said *Arthur Annesley* of *Bletchington*, and *Catharine Hardy* the Daughter, was solemnized shortly after the Execution of the said recited Indentures: And whereas *Arthur Annesley*, late of *Lincoln's-Inn Fields* in the County of *Middlesex*, Esquire, deceased, by his last Will and Testament in Writing, relating to his Real Estates, executed and attested so as to pass Real Estates, and bearing Date the Twenty-ninth Day of January One thousand seven hundred and eighty-five, (after devising to the Reverend *Francis Annesley* Clerk, and his Heirs, certain Estates vested in him by way of Mortgage, in the Manner and for the Purpose therein mentioned) gave and devised unto and to the Use of *John Bowdler* and *Joseph Cotton*, Esquires, and their Heirs, to the Use of them and their Heirs, all his Manors, Messuages, Lands, Tenements, Hereditaments, and Moieties, and other Parts and Shares of Manors, Messuages, Lands, Tenements, and Hereditaments, whether Freehold or Copyhold, with their Appurtenances, in *England* and *Ireland*, not therein-before devised, to the said *Francis Annesley*, upon the Trusts, and with, under, and subject to the Limitations, Conditions, and Powers which should therein, or in any other Writing to be thereafter by him made under Hand and Seal, and duly attested, be mentioned or declared concerning the same; and First, upon Trust, out of the Rents, Issues, and Profits of his Freehold Estates in the County of *Huntingdon*, to raise and pay to the said *Francis Annesley*, the clear yearly Sum of Eight hundred Pounds during his Life, at the Times and in the Manner, and to commence as is therein mentioned; and also to raise, out of the yearly Rents, Issues, and Profits of his Estates in *Ireland*, and not by Sale or Mortgage, or other Disposition thereof, Ten thousand Pounds, and pay the same to his Executor to increase his Personal Estate; and further he desired and empowered his said Trustees and their Heirs, as soon as might be, to make Partition with his Nephew Lord Viscount *Glerawley* or such Persons as were or might be lawfully enabled so to do, of the

Lands,

Marriage between *Arthur Annesley* and *Catherine Hardy*.

Will of *Arthur Annesley*, of *Lincoln's-Inn Fields*, dated 29th January 1785.



Lands, Tenements, and Hereditaments of *Killalaw*, in the Barony of *Half Fore*, in the County of *Meath*, in the Kingdom of *Ireland*, which he held as Tenant in Common with his said Nephew Lord Viscount *Glerawley*; and also before such Partition, to sell his Parts and Shares of, or join with his said Nephew Lord Viscount *Glerawley*, or the Person or Persons who should have Power for that Purpose, in selling the Entirety of the said Messuages, Lands, Tenements, and Hereditaments, or any of them, and after Partition made as aforesaid, to sell all or any of the Messuages, Lands, Tenements, and Hereditaments, which should be allotted to him the said Testator upon such Partition; and also, as soon as conveniently might be after his Death, to sell all other his Manors, Messuages, Lands, Tenements, and Hereditaments, and Parts and Shares of Manors, Messuages, Lands, Tenements, and Hereditaments in *Ireland*; and he thereby willed and directed that his Trustees *John Bowdler* and *Joseph Cotton*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should, as soon as conveniently might be, lay out the Money which should arise by such Sale or Sales as aforesaid, in the Purchase of an Estate of Inheritance in Fee Simple, free from Incumbrances, in *England*, to be settled in such Manner as therein after particularly, and herein after in Part mentioned concerning the same; and his further Will was, that until proper Purchases could be found, it should be lawful for his said Trustees or Trustee of such Money for the Time being, to invest the same, or any Part thereof, in Parliamentary or Government, or Real Securities in *England*; and his further Will was, that the Interest, Dividends, and yearly Proceed of such Trust Money, until the same should be laid out in purchasing as aforesaid, and the Rents, Issues, and Profits of the Manors, Messuages, Lands, Tenements, and Hereditaments to be purchased therewith, should (until the said Ten thousand Pounds thereby directed to be raised, to increase his Personal Estate, should be fully raised) be applied for raising Ten thousand Pounds, in like Manner as the Rents, Issues, and Profits of the Lands sold would have been in case the same had not been sold; and that from and after the said Ten thousand Pounds should be raised, such last-mentioned Interest, Dividends, and yearly Proceed, Rents, Issues, and Profits, and from and after his Death the Rents, Issues, and Profits of all other the said Freehold Trust Estates for the Time being, until the Settlement thereby directed should be made, should go and be paid to the Person or Persons who for the Time being would be entitled by virtue of his said Will to the Rents, Issues, and Profits of the Manors, Land, Tenements, and Hereditaments thereby directed to be purchased in *England* as aforesaid, in case the same were purchased and settled pursuant to his said Will; and he thereby empowered the said *John Bowdler* and *Joseph Cotton*, and the Survivor of them, and the Heirs of such Survivor, with such Consent as is therein mentioned, to make and renew Leases of the several Estates thereby devised, and of the Estates to be purchased as is therein before mentioned, for such Terms of Years certain, and Years determinable on Lives, and under such Terms, Conditions, and Restrictions, as in the said Will is mentioned; and that when and as soon as the said Ten thousand Pounds should be raised, and such Partition should be made, and his said Trustees or Trustee should have sold such Part of his Estates in *Ireland* of which he was Tenant in Common, or such Hereditaments which as aforesaid should be allotted for his Share thereof, and such other of his Manors, Messuages, Lands, Tenements, and Hereditaments in *Ireland*, as they or he should think fit to sell, and have laid out the

Money in Purchases in *England* pursuant to his Directions of his said Will; then his Will was that his said Trustees or Trustee for the Time being, should settle and assure all his Trust Estate in Manner following; (that is to say), as to his Freehold Manors, Lands, Tenements, and Hereditaments of which he was then seised in the County of *Huntingdon*, with their Appurtenances, to the Use, Intent, and Purpose that his said Nephew the said *Francis Annesley* Clerk, and his Assigns, should during his natural Life receive and take thereout the said yearly Sum of Eight hundred Pounds, to be payable to him or his Assigns, at the Times and Place, and by equal Portions, without Deduction, to begin, and with such Powers to recover the same as therein mentioned; and as to his said Freehold Manors, Lands, Tenements, and Hereditaments in the said County of *Huntingdon*, subject nevertheless to the said yearly Sum of Eight hundred Pounds, and the several Provisions thereby directed to be made for securing the Payment thereof; and as to his Freehold Houses in *Lincoln's-Inn Fields*, and the Coach House, Outhouses, and Stables thereunto belonging, and all and every other his Freehold Hereditaments in *England*, and as to all his Lands, Tenements, and Hereditaments in the said Kingdom of *Ireland*, which should remain unfold as aforesaid, and the Manors, Lands, Tenements, and Hereditaments in *England*, which should be purchased as aforesaid with the Money to arise by such Sale or Sales in *Ireland*, with their and every of their Appurtenances, to the Use of his Great Nephew the said *Arthur Annesley* of *Bletchington* in the County of *Oxford*, (Party to the said herein-before recited Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five), for his Life, without Impeachment of Waste; with Remainder to the Use of Trustees and their Heirs during the Life of the said *Arthur Annesley*, in Trust for him, and to support contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Arthur Annesley* successively, according to Priority of Birth, in Tail Male, with divers Remainders over: And whereas the said Testator *Arthur Annesley* died in or about the Month of *January* One thousand seven hundred and eighty-six, without revoking or altering his said Will, leaving the said *Arthur Annesley* of *Bletchington* aforesaid his Heir at Law: And whereas the said *John Bowdler* and *Joseph Cotton* declined to act in the Trusts of the said Will: And whereas by a Decree of the High Court of Chancery, bearing Date the Twenty-seventh Day of *November* One thousand seven hundred and eighty-seven, made in a Cause in which the said *Arthur Annesley* of *Bletchington*, and *Arthur Annesley* his eldest Son, then an Infant, by the said *Arthur Annesley* his Father and next Friend, and the said *Francis Annesley* Clerk, were Plaintiffs, and the said *John Bowdler* and *Joseph Cotton* were Defendants, it was ordered and decreed that it should be referred to Master *Graves*, One of the Masters of the said Court, to appoint new Trustees to act in the Place of them the said *John Bowdler* and *Joseph Cotton*, and that the said *John Bowdler* and *Joseph Cotton* should convey, release, and assign all the Estate and Interest vested in them by the said Will to such new Trustees, and that the said Master should settle such Conveyance, Release, and Assignment: And whereas the said Master, by his Report, bearing Date the First Day of *February* then last past, certified that the Plaintiffs having proposed *Charles Warde* of *Squerries* in the County of *Kent*, Esquire, and *Martin Annesley* of *Reading* in the County of *Berks*, Esquire, as proper

Persons

Death of  
the Testator  
*Arthur Annesley*.

Trustees appointed by the said Will refused to act.

Decree of Court of Chancery, referring it to a Master to appoint Trustees instead of those named in Mr. *Annesley's* Will.

The Master's Report on the said Reference.

Persons to be appointed new Trustees to act in the Trusts of the said Will in the Place of the said Defendants, and no Objections appearing to the Persons proposed, he did thereby accordingly appoint the said *Charles Warde* and *Martin Annesley*, to be the Two new Trustees to act in the Place of the said Defendants; which said Report was afterwards absolutely confirmed by the Order of the said Court, dated the Nineteenth Day of *February* then following: And whereas by an Indenture of Release, bearing Date the Twenty-fifth Day of *April* One thousand seven hundred and eighty-eight, and an Indenture of Bargain and Sale for a Year therein referred to, and expressed to bear Date the Day before the Day of the Date of the said Indenture of Release, and the said Indenture of Release expressed to be made between the said *John Bowdler* and *Joseph Cotton* of the First Part; the said *Arthur Annesley* of *Bletchington* aforesaid, and the said *Francis Annesley* Clerk, (therein described as Rector of *Ghedzoy* in the County of *Somerset*, Clerk) of the Second Part; and the said *Charles Warde* and *Martin Annesley* of the Third Part; after reciting the said Will of the said *Arthur Annesley* of *Lincoln's-Inn Fields*, deceased, and the several Matters and Things herein before recited subsequent to the Recital thereof, it is witnessed, that in Obedience to the said Decree, and for the Considerations therein mentioned, the said *John Bowdler* and *Joseph Cotton* (with the Approbation of the said Master *Graves*, testified as therein mentioned, and at the Request of the said *Arthur Annesley* of *Bletchington*, and the said *Francis Annesley* Clerk, testified as therein also mentioned) did bargain, sell, and release unto the said *Charles Warde* and *Martin Annesley*, all and every the Freehold Manors, Messuages, Lands, Tenements, and Hereditaments, and Moieties, or other Parts and Shares of Freehold Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever within the several Kingdoms of *England* and *Ireland*, or either of them, which was or were, in and by the said Will of the said *Arthur Annesley* deceased, so given and devised to the said *John Bowdler* and *Joseph Cotton* and their Heirs, upon the Trusts in the said Will mentioned concerning the same, with their Rights, Members, and Appurtenances, to hold the same with their Appurtenances, unto the said *Charles Warde* and *Martin Annesley*, their Heirs and Assigns, to the Use of the said *Charles Warde* and *Martin Annesley*, their Heirs and Assigns for ever, as fully, amply, and effectually, to all Intents and Purposes whatsoever, and with such and the like Powers and Authorities as they the said *John Bowdler* and *Joseph Cotton*, or their Heirs, might, could, or ought to have held the same, or have exercised in respect thereof, under or by virtue of the said therein before recited Will of the said *Arthur Annesley* deceased; but upon the several Trusts nevertheless, and to and for the several Intents and Purposes; and with, under, and subject to the Limitations, Conditions, and Powers in and by the said recited Will of the said Testator mentioned, expressed, and declared, or directed of or concerning the same: And whereas by Indentures of Lease and Release, bearing Date respectively the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-five, the Release being of Eight Parts, and made between *John Henry Tilson* Esquire, (therein described as the eldest Son of *John Tilson* Esquire, deceased, by *Maria* his Wife, thencefore *Maria Lushington* Spinster) of the First Part; *Maria Tilson* Widow, of the Second Part; Sir *Stephen Lushington* Baronet, of the Third Part; *Ralph Leycester* Esquire, of the Fourth Part; the said

Indentures of Release of 25th April 1788, appointing new Trustees in the Room of those named in the Will of the said *Arthur Annesley* deceased.

Indentures of Lease and Release of 13 and 14 April 1795, being a Mortgage of certain of the purchased Estates to *John Henry Tilson*.

*Arthur*

*Arthur Annesley* of *Bletchington* aforesaid, of the Fifth Part; *David Ker* Esquire of the Sixth Part; *Mary Pauncefort* (therein described as the Widow and sole Executrix named in the last Will and Testament of the said *Edward Pauncefort* deceased), of the Seventh Part; and Dame *Catharine Hardy* Widow (therein described as the Heiress at Law of the said *Edward Pauncefort* deceased), of the Eighth Part; after reciting certain Indentures of Lease and Release, bearing Date the Seventeenth and Eighteenth Days of *November* One thousand seven hundred and sixty-seven, (being as is therein recited, the Settlement made on the Marriage of the said *John Tilson* and *Maria* his Wife, late *Maria Lushington*); and also reciting the said Indenture and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five; and reciting that the said *Arthur Annesley*, in pursuance and by virtue of the Power therein contained, and with the Consent of the said *Josiah Handy* and *Edward Pauncefort*, in the Month of *July* One thousand seven hundred and eighty-six, sold and conveyed all the *Irish* Estates therein comprized, with the Appurtenances, unto the aforesaid *David Ker*, his Heirs and Assigns, for the Sum of Thirty-three thousand eight hundred and forty-five Pounds Sterling Money of *Great Britain*, and the Sum of Thirteen thousand Pounds (Part of the said Purchase Money) was applied in Payment and Discharge of the Two several Sums of Four thousand Pounds and Nine thousand Pounds in the said recited Indenture of Release and Settlement mentioned to be charged upon the *English* Estates therein comprized, pursuant to the Directions therein contained, and that the Sum of Six thousand Pounds (further Part of the said Purchase Money) was paid to the said *Josiah Hardy* and *Edward Pauncefort*, to be by them laid out and invested in the Purchase of Lands of Inheritance in *England*, pursuant to the Directions of the same Settlement, and that the Sum of Fourteen thousand eight hundred and forty-five Pounds (the Residue of the said Purchase Money) was left in the Hands of the said *David Ker*, and was secured to be paid by him, with Interest, to the said *Josiah Hardy* and *Edward Pauncefort*, by a Mortgage in Fee of the said *Irish* Estates; and also reciting, that the several Sums of Two thousand three hundred and eighty-three Pounds, One thousand two hundred and fifty-nine Pounds, One thousand and eighty Pounds, and One thousand nine hundred and thirty-five Pounds twelve Shillings and Sixpence (making together the Sum of Six thousand six hundred and fifty-seven Pounds Twelve Shillings and Sixpence, Part of the said Sum of Fourteen thousand eight hundred and forty-five Pounds, secured by the said Mortgage) had at different Times been paid off by the said *David Ker*, and had been laid out and invested by the said *Josiah Hardy* and *Edward Pauncefort*, pursuant to the Directions of the said last recited Indenture of Release and Settlement, in the Purchase of several Freehold Estates of Inheritance in the Parish of *Bletchington* in the said County of *Oxford*, which had been duly conveyed and assured to the subsisting Uses of the same Indenture of Release and Settlement; and also reciting that the said *Josiah Hardy* died in *March* One thousand seven hundred and ninety, leaving the said *Edward Pauncefort* his Co-Trustee him surviving; and that the said *Edward Pauncefort* died on the Twenty-fifth Day of *January* One thousand seven hundred and ninety-four, leaving the said Dame *Catharine Hardy* his Heir at Law; and that the aforesaid *John Henry Tilson* had lately contracted with the said *Arthur Annesley* for the absolute Sale to him of the Fee Simple and Inheritance in Possession of the Messuages, Lands, Tenements,

Tenements, and Hereditaments in the said now reciting Indenture particularly described, and expressed to be thereby granted and released, and also of the Manor of *Hampton Poyle*, and divers other Messuages, Lands, Tenements, and Hereditaments in the said County of *Oxford* (being as is therein stated or recited, respectively Parcel of the Estates comprized in the said therein-before recited Indentures of Lease and Release and Settlement of the Seventeenth and Eighteenth Days of *November* One thousand seven hundred and sixty-seven) for the Sum of Twenty-five thousand Pounds; and that the said Messuages, Lands, Tenements, and Hereditaments therein-after described, and expressed to be thereby granted and released, being estimated to be worth the Sum of Eight thousand one hundred and eighty-seven Pounds Seven Shillings and Sixpence, and that the said *Arthur Annesley*, conceiving the same to be an eligible Estate to be purchased with the said Sum of Eight thousand one hundred and eighty-seven Pounds Seven Shillings and Sixpence, the Residue of the said Sum of Fourteen thousand eight hundred and forty-five Pounds, secured by the said Mortgage from the said *David Ker* as aforesaid, and to be settled to the subsisting Uses of the said Indenture of Release and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, pursuant to the Directions therein contained, the said *Mary Pauncefort*, as Executrix of the said *Edward Pauncefort* the surviving Mortgagee, at the Request of the said *Arthur Annesley*, had lately called upon the said *David Ker* for the Payment of the said Sum of Eight thousand one hundred and eighty-seven Pounds Seven Shillings and Sixpence (the Principal Money remaining due on the said Mortgage) in order that the same might be laid out and invested in the Purchase of such last-mentioned Messuages, Lands, Tenements, and Hereditaments, it is witnessed, that in Consideration of the Sum of Eight thousand one hundred and eighty-seven Pounds Seven Shillings and Sixpence by the said *David Ker* to the said *John Henry Tilson* paid, at the Request and by the Direction of the said *Arthur Annesley* and *Mary Pauncefort* (the Receipt and Payment whereof they the said *John Henry Tilson* and *Arthur Annesley* did thereby acknowledge) and for the nominal Consideration of Ten Shillings by the said Dame *Catherine Hardy* to the said *John Henry Tilson* and *Maria Tilson* also paid, he the said *John Henry Tilson* (at the Request and by the Direction of the said *Arthur Annesley* and *Mary Pauncefort*, testified as therein mentioned), did grant, bargain, sell, release, and confirm, and the said *Maria Tilson* did remise and release unto the said Dame *Catherine Hardy*, and her Heirs, all that Messuage, Tenement, or Farm House in the Parish of *Hampton Gay* in the County of *Oxford*, therein mentioned to be then in the Tenure and Occupation of *John Roberts*, with the several Lands and other the Hereditaments therein particularly described, and expressed to be situate in the Parish of *Hampton Gay*, otherwise *Hampton Gate* in the said County of *Oxford*, with their and every of their Rights and Appurtenances, to hold the same, with their Appurtenances, to the said Dame *Catherine Hardy*, her Heirs and Assigns, to such and so many of the Uses, upon and for such and so many of the Trusts, Intents, and Purposes, and with, under, and subject to such and so many of the Powers, Provisoes, Limitations, Declarations, and Agreements, in and by the said therein and herein-before recited Indenture of Release and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, limited, expressed, declared, and contained of and concerning the Manors and other Here-

Indentures of  
Lease and  
Release of 13  
and 14 April  
1795, being a  
Mortgage of  
certain Estates  
to John Henry  
Tilson.

ditaments in the Kingdom of *Ireland* therein comprized, as were then subsisting undetermined and capable of taking Effect, or of being executed or performed: And whereas, by other Indentures of Lease and Release, bearing Date respectively the same Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-five, the Release being of Six Parts, and made between the said *John Henry Tilson* of the First Part; the said *Maria Tilson* of the Second Part; the said Sir *Stephen Lushington* of the Third Part; the said *Ralph Leicester* of the Fourth Part; the said *Arthur Annesley* of *Bletchington* afore said, of the Fifth Part; and *Edmund Estcourt* Esquire, of the Sixth Part; after noticing the Contract between the said *John Henry Tilson* and the said *Arthur Annesley* for the Sale of both the said Estates in the said Parishes of *Hampton Gay* and *Hampton Poyle* afore said, for the Sum of Twenty-five thousand Pounds, and that the said Messuages, Lands, Tenements, Tithes, and Hereditaments in the Occupation of the said *John Roberts* (being the said Estate in the Parish of *Hampton Gay* afore said), having been surveyed and valued, and being estimated to be worth the Sum of Eight thousand one hundred and eighty-seven Pounds Seven Shillings and Sixpence, and that the said *John Henry Tilson*, at the Request of the said *Arthur Annesley*, had agreed to convey the same, in Consideration of that Sum, to the subsisting Uses of the Settlement made on the Marriage of the said *Arthur Annesley* with *Catherine* his then Wife, and that it had been agreed that the said Manor, Hundred, Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments therein-after described (being the Estate situate in the said Parish of *Hampton Poyle* afore said) should be conveyed to the said *Arthur Annesley*, in Consideration of the Sum of Sixteen thousand eight hundred and twelve Pounds Twelve Shillings and Sixpence (which, with the said Sum of Eight thousand one hundred and eighty-seven Pounds Seven Shillings and Sixpence, would make up the full Purchase Money of Twenty-five thousand Pounds); and also reciting, that the said *John Henry Tilson* had, at the Request of the said *Arthur Annesley*, agreed to let the Sum of Seven thousand Pounds, Part of the said Sum of Sixteen thousand eight hundred and twelve Pounds Twelve Shillings and Sixpence, remain upon a Mortgage of the said Manor and Hereditaments therein-after described, for the Term of Two Years, it is witnessed, that in Consideration of the Sum of Nine thousand eight hundred and twelve Pounds Twelve Shillings and Sixpence, by the said *Arthur Annesley* to the said *John Henry Tilson* expressed to be paid, and for the nominal Consideration of Ten Shillings, by the said *Edmund Estcourt* to each of them the said *John Henry Tilson* and *Maria Tilson* expressed to be paid, he the said *John Henry Tilson* (at the Request and by the Direction of the said *Arthur Annesley*, testified as therein mentioned) did grant, bargain, sell, release, and confirm, and the said *Maria Tilson* did remise and release unto the said *Edmund Estcourt*, all that the Manor of *Hampton Poyle* in the said County of *Oxford*, and the Hundred of *Poughley* alias *Ploughley* alias *Plowlow*, in the same County, and the Office of Bailiff of the said Hundred, with the Appurtenances, and all that the capital Messuage of the said Manor of *Hampton Poyle*, with the Appurtenances, and the several other Messuages, Cottages, Lands, Open and Common Lands, Common Tenements, and other the Hereditaments therein particularly described, and mentioned to be situate in the said Parish of *Hampton Poyle* afore said, and the other Parishes and Places therein mentioned, with their Rights, Members, and Appurtenances, to hold the same, with their

Appurtenances,

Appurtenances, unto the said *Edmund Estcourt* and his Heirs, to the Use or the said *John Henry Tilson*, his Executors, Administrators, and Assigns, for the Term of Seven hundred Years, *sans Waste*, redeemable by the said *Arthur Annesley*, his Heirs or Assigns, on Payment to the said *John Henry Tilson*, his Executors, Administrators, or Assigns, of the Sum of Seven thousand Pounds, and Interest, as therein mentioned, and subject thereto, and to the Payment of the said Sum of Seven thousand Pounds, and Interest, intended to be thereby secured, to the Use of the said *Edmund Estcourt*, his Heirs and Assigns for ever, in Trust for the said *Arthur Annesley* his Heirs and Assigns for ever; and the said *Arthur Annesley* thereby covenanted to pay to the said *John Henry Tilson*, his Executors, Administrators, or Assigns, the Sum of Seven thousand Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, at the Time therein mentioned, and since past: And whereas by Indentures of Lease and Release, bearing Date respectively the Sixteenth and Seventeenth Days of *April* in the same Year One thousand seven hundred and ninety-five, the Release being of Three Parts, and made between the said *Edmund Estcourt* of the First Part; the said *Arthur Annesley* of *Bletchington* of the Second Part; and the said *Charles Warde* and *Martin Annesley* of the Third Part; after reciting the said Will of the said *Arthur Annesley* deceased, and the Appointment of the said *Charles Warde* and *Martin Annesley* to be the Trustees in the Room of the Trustees thereby appointed, and also reciting to the Effect recited in the said Two last Indentures of Release herein-before recited, and reciting, that the said *Charles Warde* and *Martin Annesley*, in pursuance of the Trust or Power in that Behalf contained in the said Will of the said *Arthur Annesley* deceased, had sold some Parts of his *Irish* Estates thereby devised to them in Trust as aforesaid, and that the said *Charles Warde* and *Arthur Annesley* had then in their Hands the Sum of Five thousand eight hundred and twelve Pounds Twelve Shillings and Sixpence, to be laid out in the Purchase of Estates in *England*, to be settled pursuant to the Directions of his said Will, and that they intended to sell other Parts of the said *Irish* Estates, and after reciting the said Indentures of Lease and Release of Six Parts, dated the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-five, herein-before in Part recited, and that the said *Arthur Annesley* (Party to the now reciting Indenture), conceiving the said Manor, Hundred, Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments comprized in the said therein before recited and herein-before last mentioned Indentures of Lease and Release (being the said Estate situate in the said Parish of *Hampton Poyle* aforesaid, and in the other Parishes and Places therein mentioned) for which he had paid and engaged to pay the Sum of Sixteen thousand eight hundred and Twelve Pounds Twelve Shillings and Sixpence as aforesaid, to be an eligible Estate to be purchased with the Monies arisen and to arise from the Sale of the *Irish* Estates, devised by the said Will of the said *Arthur Annesley* deceased, in Trust as aforesaid, and to be settled to the Uses of the same Will, pursuant to the Directions therein contained; the said *Charles Warde* and *Martin Annesley* had, at the Request of the said *Arthur Annesley* of *Bletchington*, agreed to purchase and settle the same accordingly; and in regard that the said *Charles Warde* and *Martin Annesley* had then in their Hands only the said Sum of Five thousand eight hundred and twelve Pounds Twelve Shillings and Sixpence applicable towards the Purchase of the Estates to be settled as aforesaid,

the

Indentures of Lease and Release of 16 and 17 April 1795, conveying certain purchased Estates in England to the Uses of *Arthur Annesley's* Will.

the said *Charles Warde* and the said *Edmund Estcourt* had agreed to advance and lend, for completing the said Purchase, the Sum of Four thousand Pounds, to be secured as is therein-after mentioned, until that Sum could be raised by the Sale of a further Part of the said *Irish* Estates, devised by the said Will of the said *Arthur Annesley* deceased, in Trust as aforesaid, it is witnessed, that in Consideration of the Sum of Five thousand eight hundred and twelve Pounds Twelve Shillings and Sixpence (being, as therein stated or recited, the Money produced by the Sale of Part of the *Irish* Estates late of the said *Arthur Annesley* deceased, as aforesaid), by the said *Charles Warde* and *Martin Annesley* to the said *Arthur Annesley* of *Bletchington*, therein expressed to be paid at the Time of the Sealing and Delivery of the now reciting Indenture of Release, and of the Sum of Four thousand Pounds therein expressed to be paid by the said *Charles Warde* and *Edmund Estcourt* to the said *Arthur Annesley* (making together the Sum of Nine thousand eight hundred and twelve Pounds Twelve Shillings and Sixpence), and for the nominal Consideration of Ten Shillings, paid by the said *Charles Warde* and *Martin Annesley*, the said *Edmund Estcourt* (at the Request and by the Direction of the said *Arthur Annesley*, testified as therein mentioned) did bargain, sell, and release, and the said *Arthur Annesley*, Party thereto, did grant, bargain, sell, release, and confirm unto the said *Charles Warde* and *Martin Annesley*, all and singular the said Estate situate at *Hampton Poyle* aforesaid, and in the other Parishes and Places therein mentioned, (by the same Description as is contained in the said herein-before recited Indenture of Release of Six Parts) with their and every of their Rights and Appurtenances, to hold the same, with their Rights, Members, and Appurtenances (subject to the aforesaid Mortgage to the said *John Henry Tilson*, and to the Payment of the said Sum of Seven thousand Pounds, and Interest, thereby secured as aforesaid) unto and to the Use of the said *Charles Warde* and *Martin Annesley*, their Heirs and Assigns for ever, upon Trust, in the First Place for securing the Payment to the said *Charles Warde* and *Edmund Estcourt*, their Administrators, Executors, and Assigns, of the Sum of Four thousand Pounds, in Satisfaction and Discharge of the said Sum of Four thousand Pounds so advanced and lent by them towards the Purchase of the said Manor and Hereditaments as aforesaid, together with Interest for the same, after the Rate of Five Pounds *per Centum per Annum*, and after Payment thereof and in the mean Time subject thereto, upon the Trusts, and for the Intents and Purposes in and by the said recited Will of the said *Arthur Annesley* deceased, expressed and declared of and concerning the Manors, Lands, Tenements, and Hereditaments, to be purchased with the Monies to arise from the Sale of his *Irish* Estates, thereby devised in Trust as aforesaid: And whereas an Act of Parliament was made and passed in the Thirty-sixth Year of the Reign of His present Majesty, intituled, *An Act for dividing, allotting, and inclosing the Common Fields, Common Meadows, Common Pastures, and all other Commonable Lands within the Parish of Hampton Poyle in the County of Oxford*, whereby *Henry Augustus Biedermann, Richard Davis, and John Davis*, Gentlemen, were appointed Commissioners for the Purposes of the said Act; and it is thereby enacted, that the said Commissioners should set out and allot to the Lord of the Manor of *Hampton Poyle* aforesaid, such Parcel of the Lands and Grounds thereby directed

*Hampton Poyle*  
Inclosure Act.



directed to be divided and inclosed, as in the Judgement of the said Commissioners making such Allotment, should be a reasonable Compensation for all Right and Interest belonging to the said Lord, in and to the Soil of all the Waste within the same Manor which should be divided and inclosed under the said Act; and after directing that the said Commissioners should set out certain Allotments to the Rector of *Hampton Poyle* aforesaid for the Time being, and certain other Allotments to or for the Benefit of the Poor of the Parish of *Hampton Poyle* aforesaid, it is further enacted, that the said Commissioners should set out and allot all the Residue of the Lands and Grounds thereby intended to be divided and inclosed, unto and amongst the Proprietors or Persons interested in the said Common Fields, Common Meadows, Common Pastures, and Commonable Lands, severally and in Proportion to their respective Lands, Rights of Common, and all other Rights, Properties, and Shares therein at the Time of making and setting out the said Allotments; and it was also enacted, That the several Lands, Grounds, and yearly Rents, or Sums of Money so to be allotted and awarded upon the said Division and Inclosure to the several Parties concerned, and the several Messuages, Lands, old Inclosures, new Allotments, and other Hereditaments, which should be exchanged in pursuance of the said Act, should, immediately after such Allotments and Exchanges should be made as therein mentioned, be and remain to such and the same Uses, Estates, Trusts, Purposes, and Limitations (except Leases at Rack Rent) Charges, and Incumbrances, as the several respective Messuages, Lands, old Inclosures, new Allotments, or other Hereditaments in lieu whereof such Allotments or exchanged Premises should be respectively made or taken as therein mentioned, were held under, or were liable to be charged with or affected by, or might or would have been held under, or been liable to have been charged with or affected by in case the said Act had not been made; and that as soon as conveniently might be after the Partition and Allotments should be finished according to the Directions of the said Act, the said Commissioners should prepare an Award, to describe, award, and confirm the said Allotments, and the several Matters and Things by the said Act directed, as the said Commissioners should think proper, of which said Award Two Parts should be fairly engrossed or written on Parchment, and signed and sealed by the said Commissioners, or any Two of them, and One Part thereof should be delivered to and kept in the Queen's College in *Oxford*, and the other Part thereof should, within Six Calendar Months next after the same should be executed as therein mentioned, be deposited in the Office of the Clerk of the Peace or *Custos Rotulorum* of the County of *Oxford*, which Award, or a true Copy thereof, signed by the said Clerk of the Peace or his Deputy, or by any Two credible Persons, purporting the Truth of such Copy, should at all Times be admitted as legal Evidence in all Courts and Places whatsoever; and by the said Act Power is given to the Proprietors for the Time being of the Allotments to be made in pursuance thereof, who might have Occasion to borrow Money to pay their respective Proportions or Shares of the Expences in the said Act mentioned, and who from any legal Impediment, Incapacity, or Incumbrance affecting the said Premises, might not be able to make an effectual Remedy for the Money to be borrowed for the Purposes therein-before mentioned, and for the Husbands, Guardians, Trustees, or Committees of any of them being under Coverture,

[*Loc. & Per.*]

29 U

Minors,

Minors, Idiots, or other Persons being under any Disability whatsoever (except Trustees for charitable or religious Uses, and the said Rector and his Successors), with the Consent of the Commissioners, or any Two of them, testified in Writing under their Hands and Seals, from Time to Time to charge the Lands and Grounds which should be allotted to or for such Proprietors respectively, and which should be discharged of Tithes as therein-before mentioned, or on any Lands to be taken in Exchange for the same, or any Part thereof, with any Sum not exceeding Three Pounds for every Acre so to be allotted or taken in Exchange as aforesaid with Interest, and for securing the Re-payment thereof, to grant, mortgage, lease, or demise, or otherwise subject the same, or any Part or Parts thereof, unto such Person or Persons who should advance or lend such Monies respectively, his, her, or their respective Executors, Administrators, or Assigns; for any Term or Number of Years; so as such Grant, Mortgage, or Demise be made with a Proviso or Condition to cease and be void, or with an express Trust to be surrendered, when such Sum or Sums thereby to be secured, with the Interest thereof, and the Costs and Charges thereon, should be fully paid and satisfied; and so as in every such Grant or Mortgage which should be made on the Behalf of any Proprietor for the Term of the natural Life of any Person or Persons, or for his, her, or their Life or Lives only, or as Tenant in Tail, or on any other Contingency, there be contained a Covenant to keep down the Interest during the Life or Lives, or other Estate or Interest therein, so that no Person or Persons afterwards becoming possessed of, or entitled to the Remainder or Reversion, should be liable, upon becoming possessed thereof, to pay any further Arrear of Interest than for One Year next preceding the Time that the Title to such Possession should have commenced; and that every Grant or Mortgage so made should be good, valid, and effectual in the Law, for the Purposes thereby intended, and should have Priority in every Respect to any other Estate or Incumbrance: And whereas by Indenture of Four Parts, bearing Date the First Day of January One thousand seven hundred and ninety-eight, and made between the said *Arthur Annesley* of *Bletchington* of the First Part; the said *Charles Warde* and *Martin Annesley* of the Second Part; the said *Henry Augustus Biedermann* and *Richard Davis* (as Two of the Commissioners named in the said in Part recited Act) of the Third Part; and *John Sear* Dairyman, of the Fourth Part, after-reciting the said Indentures of Lease and Release (of Six Parts) of the Thirteenth and Fourteenth Days of April One thousand seven hundred and ninety-five, the Will of the said *Arthur Annesley* deceased, and noticing so much of the said Act as is herein-before recited; and that the said *Henry Augustus Biedermann*, *Richard Davis*, and *John Davis*, having respectively qualified themselves as Commissioners to act in the Execution of the Powers thereof, had proceeded to carry the same into Effect, and by their Award in Writing, signed and sealed by them, bearing Date the Twenty-seventh Day of July One thousand seven hundred and ninety-seven, had set out, allotted, awarded, and confirmed unto the said *Charles Warde* and *Martin Annesley* a Plot of Land therein particularly mentioned, as a Compensation for their Right and Interest of and in Three Fourth Parts of the Soil of all the Waste within the same Manor; and that they had also set out, and allotted and awarded unto the said *Charles Warde* and *Martin Annesley*, the several Plots of Land in the said Award, and in the now reciting Indenture particularly

Indentures of  
1 January  
1798, being a  
Mortgage  
created under  
the Authority  
of the Hamp-  
ton Poyle In-  
closure Act.

particularly described, for their Allotments, and in Exchange for the several Pieces or Parcels of Land therein also particularly mentioned; and also reciting that the said *Charles Warde* and *Martin Annesley*, as Trustees as aforesaid, having Occasion for the Sum of Five hundred and eighty Pounds in order to pay their Proportions of the Expences incurred in the obtaining and passing the said recited Act, and for carrying the same into Execution, and also to defray and satisfy the Costs and Expences of the said Trustees in and about the inclosing and subdividing the Allotments and Premises allotted to and received by them in Exchange as therein mentioned, had applied to the said *John Sear* to lend them the same; it is witnessed, that in Consideration of the Sum of Five hundred and eighty Pounds to the said *Charles Warde* and *Martin Annesley*, as Trustees as therein mentioned, paid by the said *John Sear*, and for other the Considerations therein mentioned, the said *Charles Warde* and *Martin Annesley* (by virtue of the Power contained in the said recited Act, and with the Consent of the said Commissioners, testified as therein mentioned) did grant and demise all those the several Plots, Pieces, or Parcels of Land or Ground, and Hereditaments so therein-before mentioned to have been allotted, awarded, and confirmed to the said *Charles Warde* and *Martin Annesley*, and not by them exchanged for other Lands as aforesaid, and also the Lands and Premises taken by them in Exchange as aforesaid, under the said recited Act, with their Appurtenances, to hold the same unto the said *John Sear*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, subject to the Proviso therein contained for Redemption of the said Hereditaments by the said *Arthur Annesley*, Party thereto, or his Assigns, or the Person or Person next entitled in Remainder or Reversion to the said mortgaged Premises after the Decease of the said *Arthur Annesley*, on Payment unto the said *John Sear*, his Executors, Administrators, or Assigns, of the Sum of Five hundred and eighty Pounds, with lawful Interest for the same, at the Place, Times, and in Manner therein particularly mentioned, and since past: And whereas by Indenture of Five Parts, bearing Date the Thirtieth Day of *January* One thousand seven hundred and ninety-eight, and made between the said *John Henry Tilson* of the First Part; *George Booth Tyndale* Gentleman, of the Second Part; the said *Arthur Annesley* of *Bletchington*, of the Third Part; the said *Charles Warde* and *Martin Annesley*, of the Fourth Part; and the Right Honourable *Thomas Lord Graves*, of the Kingdom of *Ireland*, of the Fifth Part, after reciting the said in Part recited Indentures of Lease and Release of Six Parts, of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-five, and Sixteenth and Seventeenth Days of *April* One thousand seven hundred and ninety-five, and taking Notice therein of the Award made by the said Commissioners under the said herein-before in Part recited Act, and reciting that the Premises so allotted to the said *Charles Warde* and *Martin Annesley*, were by virtue of the said Act of Parliament and Award comprized in the said Term of Seven hundred Years by the said Indenture of the Seventeenth Day of *April* One thousand seven hundred and eighty-five, and that the said *John Henry Tilson* having Occasion for the Sum of Four thousand Pounds, Part of the said Sum of Seven thousand Pounds, the said *Thomas Lord Graves*, at the Request of the said *Arthur Annesley*, *Charles Warde*, and *Martin Annesley*, had agreed to pay the same, upon having the same, and Interest, after the Rate of Five Pounds per Centum per Annum, secured to him by an

Indenture of *January* 30, 1798; being a Mortgage to *Lord Graves* to raise Money to discharge Part of the Mortgage to *John Henry Tilson*.

an Assignment of such of the Hereditaments and Premises comprized in the said Term of Seven hundred Years, as were described in the Schedule thereunder written, the said *John Henry Tilson* being satisfied that the other Hereditaments comprized in the said Term were sufficient Security to him for the Sum of Three thousand Pounds, the remaining Part of the said Sum of Seven thousand Pounds, and for the Interest thereof; it is witnessed, that in consideration of the Sum of Four thousand Pounds by the said *Thomas Lord Graves* (at the Request of the said *Arthur Annesley*, *Charles Warde*, and *Martin Annesley*, testified as therein mentioned) to the said *John Henry Tilson* paid in Part Discharge of the said Sum of Seven thousand Pounds, and for other the Considerations therein mentioned, the said *John Henry Tilson* (as well at the Request of the said *Arthur Annesley* as of the said *Charles Warde* and *Martin Annesley*, testified as therein mentioned) did assign and set over, and the said *Arthur Annesley* did grant, ratify, and confirm unto the said *Thomas Lord Graves*, his Executors, Administrators, and Assigns, all that the said Manor or Lordship, Hundred, and all such and so many, or such Part and Parcel of the Messuages, Lands, Tenements, Hereditaments, and Premises herein-before particularly described and comprized in the said Term of Seven hundred Years, as were particularly mentioned and specified in the Schedule thereunder written, and which were then let to the several Persons at the several yearly Rents therein set forth, to hold the same, with their and every of their Rights, Members, and Appurtenances, unto the said *Thomas Lord Graves*, his Executors, Administrators, and Assigns, from thenceforth for all the Residue and Remainder then come and unexpired of the said Term of Seven hundred Years, freed and discharged from the Proviso or Condition for Redemption in the said therein and herein-before in Part recited Indenture of Release of the Fourteenth Day of *April* One thousand seven hundred and ninety-five contained, but subject to the Proviso for Redemption therein-after contained: And whereas by Indenture bearing Date the Thirtieth Day of *January* One thousand seven hundred and ninety-eight, indorsed on the said recited Indenture of Mortgage made to the said *John Sear*, and made between the said *John Sear* of the First Part; the said *Arthur Annesley* of *Bletchington*, of the Second Part; the said *Charles Warde* and *Martin Annesley* of the Third Part; and the said *Thomas Lord Graves* of the Fourth Part, in Consideration of the Sum of Five hundred and eighty Pounds paid to the said *John Sear* by the said *Thomas Lord Graves*, in Satisfaction of the like Sum due to him the said *John Sear* on his said recited Security, the several Plots, Pieces, or Parcels of Land, and Hereditaments demised to the said *John Sear* as aforesaid, were assigned unto the said *Thomas Lord Graves*, for the Remainder of the said Term of One thousand Years, for securing to him the said *Thomas Lord Graves*, his Executors, Administrators, or Assigns, the Payment of the said Sum of Five hundred and eighty Pounds, with Interest at Five Pounds *per Centum per Annum*, redeemable by the said *Charles Warde* and *Martin Annesley*, and *Arthur Annesley*, or such Person or Persons who should for the Time being be entitled to the Equity of Redemption thereof, as therein mentioned: And whereas by Indenture bearing Date the Fourth Day of *June* One thousand seven hundred and ninety-eight, and made between the said *Arthur Annesley* of *Bletchington*, of the First Part; the said *Charles Warde* and *Martin Annesley* of the Second Part; the said *Henry Augustus Biedermann* and *Richard Davis* of the

Indenture of *January 30, 1798*, being further Mortgage to *Lord Graves*, to raise Money to discharge the Mortgage created under *Hampton Poyle Inclosure Act*.

Indenture of *June 4, 1798*, being further Mortgage, under the Authority of the *Hampton Poyle Inclosure Act*, to *Lord Graves*.

the Third Part; and the said *Thomas Lord Graves* of the Fourth Part, after noticing the said Act, and the Allotments and Award which had been made of the said several Plots of Land and Hereditaments to the said *Charles Warde* and *Martin Annesley*, as is herein-before mentioned, in Trust for the said *Arthur Annesley* and his Assigns, during his Life; and that the said *Charles Warde* and *Martin Annesley* having Occasion to borrow the Sum of Five hundred and twenty Pounds, in further Part of the Sum they were authorized to raise by virtue of the said Act, to defray the Expences of inclosing and subdividing the said Allotments, and erecting proper Buildings thereon, the said *Thomas Lord Graves* had agreed to advance the same; it was witnessed, that in consideration of the Sum of Five hundred and eighty Pounds, then remaining due thereon to him the said *Thomas Lord Graves* as therein mentioned, and of the further Sum of Five hundred and twenty Pounds paid to the said *Charles Warde* and *Martin Annesley* by the said *Thomas Lord Graves*, and for other the Considerations therein mentioned, they the said *Charles Warde* and *Martin Annesley*, with the Privity and Consent as well of the said *Arthur Annesley* as of the said Commissioners therein named (testified as therein mentioned), in further Execution of the Power and Authority given to them as Trustees as aforesaid by the said Act, and also the said *Arthur Annesley*, did subject and charge the said Plots, Pieces, or Parcels of Land and Hereditaments so allotted to and taken in Exchange by the said *Charles Warde* and *Martin Annesley* aforesaid, with their Appurtenances, not only with the said Sum of Five hundred and eighty Pounds already charged thereon, and the Interest to accrue due thereon, but also with the Payment to the said *Thomas Lord Graves*, his Executors, Administrators, and Assigns, of the further Sum of Five hundred and twenty Pounds, with Interest for the same after the Rate therein mentioned; and by the said Indenture, the said several Allotments and Hereditaments are confirmed unto the said *Thomas Lord Graves*, his Executors, Administrators, and Assigns, for the Remainder of the said Term of One thousand Years, redeemable by the said *Charles Warde* and *Martin Annesley*, and *Arthur Annesley*, or such Person or Persons who should for the Time being be entitled to the Equity of Redemption thereof, on Payment of the entire Sum of One thousand one hundred Pounds, and Interest, at the Rate and on the Day therein mentioned: And whereas the said Sum of Three thousand Pounds, remaining secured to the said *John Henry Tilson* of his said original Mortgage of Seven thousand Pounds, the said Sums of Four thousand Pounds and One thousand one hundred Pounds (making together the Sum of Five thousand one hundred Pounds), secured to the said *Thomas Lord Graves*, and the said Sum of Four thousand Pounds, secured to the said *Charles Warde* and *Edmund Estcourt* in the Manner herein-before mentioned, are still remaining due on their said recited Securities; and the said *John Henry Tilson* and *Thomas Lord Graves* are very pressing for the Payment of their respective Mortgage Monies; and the said *John Henry Tilson* has very lately filed a Bill of Foreclosure against the said *Arthur Annesley*, *Charles Warde*, and *Martin Annesley*, in order to compel the Payment of the said Sum of Three thousand Pounds remaining due to him, and threatens to proceed in the said Suit: And whereas the said *Arthur Annesley* of *Bletchington*, shortly before his Marriage with the said *Catherine* his Wife, had began to erect a Mansion House on Part of the said Estate at *Bletchington*, included in his said Marriage Settlement, and hath expended above the Sum of Ten

Bill in Chancery filed against Mr. *Annesley* by the Mortgagees.

Mr. *Annesley* hath erected a Mansion House at *Bletchington* for the Residence of himself and his Family.

thousand Pounds in completing the same, and in erecting and finishing suitable Offices and Buildings thereto, and hath laid out considerable Sums of Money in improving his said settled Estates there, and the said Estate at *Hampton Poyle* aforesaid, and hath, ever since the said Mansion House has been built, made the same his only Country Residence: And whereas the several Estates of the said *Arthur Annesley* of *Bletchington*, situate in the said Parish of *Bletchington* aforesaid, and the adjoining Parishes, which are included in the said Marriage Settlement, are estimated to be of the yearly Value of One thousand and six hundred Pounds or thereabouts, exclusive of the said Mansion House thereon, and of those which have been since purchased with the Monies arising from the Sale of the *Irish* Estate comprized in his said Marriage Settlement, besides the said Estate at *Hampton Poyle* aforesaid, which is now increased in yearly Value Two hundred Pounds more than the same was let for before the said Inclosure thereof was made; and the Whole of the Property of the said *Arthur Annesley*, in the said County of *Oxford*, is now of the Yearly Value of Three thousand Pounds or thereabouts: And whereas the Estates of the said *Arthur Annesley* of *Bletchington*, situate in the said County of *York*, and included in his Marriage Settlement, are now let at Yearly Rents, amounting together to the Sum of Nine hundred and eighty-seven Pounds, or thereabouts; and his said Estate in the said County of *York*, being at so great a Distance from the said Mansion House and settled Estates of the said *Arthur Annesley*, of *Bletchington*, situate in the said County of *Oxford*, he is not able to attend to the same in Person, in consequence of which the same are not improved to the Extent they are capable of; nor is it likely, from the present State of the chief Dwelling House belonging to the said Estate in the said County of *York* (the same having been for many Years let as a Farm House) and from various other Causes, that the said *Arthur Annesley*, or his eldest Son for the Time being, will be able to reside on the said Estate: And whereas the said Estates in the said County of *York* have been lately surveyed by the said *Henry Augustus Biedermann*, who is a Surveyor, and have been by him estimated to be worth to be sold the Sum of Thirty-two thousand six hundred and ninety-two Pounds, or thereabouts: And whereas the said *Arthur Annesley* of *Bletchington*, hath Issue by the said *Catherine* his Wife Five Sons, namely, *Arthur Annesley* his eldest Son, now of the Age of Fifteen Years, or thereabouts, and *Charles Annesley*, *Francis Annesley*, *James Annesley*, and *George Martin Annesley*, his Four younger Sons, who, under and by virtue of the Limitations contained in the said recited Indenture and Settlement, bearing Date the Eleventh Day of *February* One thousand seven hundred and eighty-five, as well as of the Limitations contained in the said recited Will of the said *Arthur Annesley* deceased, are, after the Decease of the said *Arthur Annesley*, successively entitled to Estates in Tail Male of and in all such of the Estates comprized in the said Settlement and Will respectively, as have not been sold as aforesaid, as well as of and in the said Estates, situate in the said Parishes of *Hampton Gay* and *Hampton Poyle* aforesaid, and all other the Estates which have been purchased under the Trusts of the said Settlement and Will respectively, subject, as to the said several Manors and Hereditaments comprized in the said Settlement, to the Trusts of the said Term of Five hundred Years thereby limited, as is herein before mentioned, and also subject, as to the said Estate situate in the said Parish of *Hampton Poyle* aforesaid, to the said several Sums of Three thousand Pounds,

Settlement in-  
conveniently  
suited to form  
Part of the In-  
heritance.

Value of the  
*Yorkshire* Es-  
tates.

Mr. *Annesley's*  
Issue.

Pounds, Four thousand Pounds, One thousand one hundred Pounds, and Four thousand Pounds respectively, secured thereon to the said *John Henry Tilson* and *Thomas Lord Graves*, *Charles Warde* and *Edmund Estcourt*, as herein before is mentioned: And whereas the said *Dame Catherine Hardy*, who was the Heiress at Law of the said *Edward Pauncefort*, who survived the said *Josiah Hardy*, his Co-trustee in the said Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, died in the Month of *February* last, leaving *Temple Hardy* Esquire, her only Son and Heir at Law; and no Power is in the said Settlement contained for enabling the Heir at Law of the Survivor of the said Trustees to appoint new Trustees for the Trusts and Purposes therein mentioned: And whereas the said *Arthur Annesley*, being convinced that it would be greatly for the Advantage of himself and his said Infant Sons, that his said settled Estates in the said County of *York* should be sold, and the clear Produce thereof applied in the Manner herein-after proposed, hath, in contemplation that he may be able to obtain an Act of Parliament for the Purpose, entered into Articles of Agreement, bearing Date the Twenty-second Day of *March* last, with the said *Thomas Bradford* of *Ashdown Park* in the County of *Suffex*, Esquire, for the absolute Sale to him of all the said Manors, Hereditaments, and Estates, situate in the said County of *York*, and comprized in the said Indenture of the Eleventh Day of *February* One thousand seven hundred and eighty-five, for the Sum of Thirty four thousand three hundred Pounds, to be paid in the Proportions and at the Times therein and herein-after mentioned (in case the said *Arthur Annesley* shall be able to procure an Act of Parliament for vesting the same in Trustees, upon Trust to be sold for that Purpose) and the said *Arthur Annesley* hath covenanted with the said *Thomas Bradford*, that he the said *Arthur Annesley*, or his Trustees, will, if such an Act shall be procured, and on his the said *Thomas Bradford's* paying or applying the Sum of Thirty-four thousand three hundred Pounds to the Persons or in the Manner to be mentioned in the said Act, effectually convey and assure, or cause and procure to be conveyed and assured, at the Expence of the said *Thomas Bradford*, his Heirs or Assigns, the same Manors, and all other the Hereditaments and Estates therein, and in the said Indenture of Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five respectively mentioned, with their Appurtenances, unto the said *Thomas Bradford*, his Heirs and Assigns for ever, free from all Incumbrances whatsoever, save and except the several Fee Farm and Quit Rents, Land Tax, Tithes, Annuity or Stipend to the Clergyman of *Tborganby*, and all other Outgoings now charged upon the said Estates, or on the said *Arthur Annesley* as Owner thereof, all Mortgages affecting the same (if any) excepted; and in Consideration of such Covenant on the Part of the said *Arthur Annesley*, the said *Thomas Bradford*, for himself, his Heirs, Executors, Administrators, and Assigns; hath thereby covenanted and agreed with the said *Arthur Annesley* and his Heirs, that he the said *Thomas Bradford*, his Heirs, Executors, Administrators, or Assigns, will (if such Act of Parliament shall be procured) pay or cause to be paid unto such Person or Persons, or in such Manner, or to such Account as shall be mentioned in the said Act; or thereby directed, the Sum of Thirty-four thousand three hundred Pounds, in the Proportions therein and herein-after mentioned; (that is to say) the Sum of Four thousand Pounds, Part thereof, at or before the Expiration of One Month next after such Act shall be passed; the Sum of Ten thousand Pounds, Part thereof, on or before the Twenty-fourth Day of *August*

Death of  
Dame Catherine Hardy.

Mr. Annesley desirous that the *Yorkshire* Estates should be sold, and hath agreed to sell the same.

now

now next ensuing; and the Sum of Twenty thousand three hundred Pounds, being the Remainder, and in full Payment of the said Sum of Thirty-four thousand three hundred Pounds, on or before the Twenty-fifth Day of *March* now next, for the absolute Purchase of the Fee Simple and Inheritance of the said Manors, Rectory, and other the Hereditaments therein-before described, which on such last-mentioned Sum being so paid, are to be duly conveyed and assured unto him the said *Thomas Bradford*, his Heirs or Assigns as aforesaid: And whereas the said *Arthur Annesley*, in further Contemplation that such an Act of Parliament will be obtained, hath proposed that a sufficient Part of the said Sum of Thirty-four thousand three hundred Pounds, should be applied in paying off the several Sums of Money, herein-before mentioned respectively, secured by Mortgage upon the said Estate situate in the said Parish of *Hampton Poyle* aforesaid, as herein-before is mentioned, and that the Remainder thereof, after deducting the Expences of obtaining and passing the said Act, and the Costs and Charges attending the said Sale to the said *Thomas Bradford*, and effecting the several Purchases proposed to be made under the Authority of the said Act, as herein-after is mentioned, should be laid out and invested either in the Purchase of Estates, to be situate in the said County of *Oxford*, or in the adjoining Counties, as near as may be to the said Mansion House of the said *Arthur Annesley* of *Bletchington* aforesaid, and to the Bulk of his settled Estates in the County of *Oxford*, or in the Redemption of the Land Tax charged on his said settled Estates in the said County of *Oxford*, comprized in his said Marriage Settlement, and on such other Estates as have been purchased in pursuance of the Trust thereby created, or on such Estates and Hereditaments as shall be purchased under the Authority of this Act, in case the same shall be charged with Land Tax, or partly in such Purchases, and partly in such Redemption of Land Tax as aforesaid, as may at the Time be thought most for the Advantage of the said *Arthur Annesley*, and his Issue interested therein: And whereas the said *Arthur Annesley*, in the further Contemplation that such an Act will be obtained, hath entered into certain Articles of Agreement, bearing Date the Seventh Day of *April* last, with *William Annison Leverett*, of the *Polygon*, *Somers Town*, in the County of *Middlesex*, Gentleman, whereby after reciting the said Agreement made with the said *Thomas Bradford*, for the Sale to him of of the said Estates situate in the said County of *York*, the said *Arthur Annesley* hath agreed with the said *William Annison Leverett*, for the Purchase of certain Messuages, Lands, and Hereditaments, situate in the said Parish of *Bletchington*, of the Yearly Value of One hundred and forty-five Pounds, or thereabouts, and particularly described in the Schedule written under the said Agreement, with their Appurtenances, for the Sum of Three thousand six hundred and seventy-eight Pounds, if such an Act shall be passed, and Provision shall be thereby made for enabling the Trustees to be therein named, out of the first Monies to be paid by the said *Thomas Bradford* for the Purchase of the said Estates in the said County of *York*, to pay him the said *William Annison Leverett*, the Sum of Three thousand six hundred and seventy-eight Pounds, on his or their conveying the same unto such Person or Persons, and to and for such Uses, Trusts, and Purposes, as shall be required by such Trustee or Trustees, or by the said Act of Parliament, free from all Incumbrances; and the said *Arthur Annesley* is now in Treaty for the Purchase of some Estates in or near the said Parish of *Bletchington*, which will form a desirable Addition to his  
Family

Agreement  
for the Purchase of certain Estates at  
*Bletchington*.



Family settled Estates in that Parish: But although the several Arrangements aforesaid would, if carried into Effect, be greatly for the Benefit of the said *Arthur Annesley*, and his said Infant Sons, and their Issue Male, yet by reason of the Infancy of his said Sons, the same cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Arthur Annesley* and *Catherine* his Wife, for and on Behalf of themselves and their said Infant Sons, the said *Arthur Annesley*, *Charles Annesley*, *Francis Annesley*, *James Annesley* and *George Martin Annesley*, 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 all that the said Manor or Lordship of *Thorganby* in the County of *York*, together with the Rectory of *Thorganby*; and also all that the Manor or Lordship of *Skipwith*, with the Appurtenances, in the said County of *York*; and all and every the Messuages, Farms, Lands, Commons, Tithes, Rents and other the Hereditaments in the said Indentures of Lease and Release of the Tenth and Eleventh Days of *February* One thousand seven hundred and eighty-five comprized and described herein-before, and thereby granted and released, or expressed or intended so to be, and mentioned to be situate in the said County of *York*, and which are also mentioned and described in the Schedule to this present Act annexed, intituled, *The First Schedule*, and also all Houses, Outhouses, Edifices, Buildings, Cottages, Barns, Stables, Yards, Gardens, Orchards, Lands, Tenements, Woods, Underwoods, Coppices, Pastures, Feedings, Commons, Common of Pasture, Ways, Furzes, Heaths, Moors, Marshes, Waters, Fishings, Watercourses, Courts Leet and Courts Baron, Views of Frankpledge, Perquisites and Profits of Courts, Deodands, Waifs, Estrays, Goods, and Chattels of Felons; Felons, of themselves, Fugitives, and Outlawed Persons, Escheats, Reliefs, Herriots, Fines, Amerciaments, Free Warrens, Rents, Services, Rents of Free and Copyhold Tenements, Liberties, Privileges, Rights, Royalties, Jurisdictions, Profits, Commodities, Emoluments, Easements, Advantages, and Appurtenances whatsoever to the said Manors or Lordships, Messuages, Farms, Lands, Commons, Tithes, Rents, and Hereditaments, and to every of them, and every Part or Parcel thereof, belonging or in anywise appertaining or to, or with the same now or at any Time heretofore held, used, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Yearly and other Rents, Issues, and Profits thereof, and every Part and Parcel thereof, which are let at the annual Rent of Nine hundred and two Pounds Six Shillings and Eleven-pence, or thereabouts, shall, from and immediately after the passing of this Act, be vested in and settled upon, and the same are hereby thenceforth absolutely vested in and settled upon *Francis Annesley* of *Reading* in the County of *Berks*, Doctor of Laws, and *Francis Annesley* Fellow of *All Souls College* in the University of *Oxford*, Clerk, their Heirs and Assigns, to the Use of them, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Trusts, Estates, Limitations, Powers, Provisoos, Declarations, and Agreements in and by

The *Yorkshire* Estates vested in Trustees to be sold.

the said Indenture of Release of the Eleventh Day of *February* One thousand seven hundred and eighty-five, limited, created, expressed, declared, and contained of and concerning the same; but nevertheless upon and for the Trusts, Intents, and Purposes herein-after expressed and contained of and concerning the same; (that is to say) upon Trust that they the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, or the Survivor of them, or his Heirs or Assigns, shall and do, if the said *Thomas Bradford*, or his Heirs, Executors, Administrators, or Assigns, shall in pursuance of the said Agreement entered into by the said *Thomas Bradford*, bearing Date the Twenty-second Day of *March* last, pay the said Sum of Thirty-four thousand three hundred Pounds by Instalments, on the several Days for that Purpose appointed, by and according to the true Intent and Meaning of the said Agreement, grant, convey, and assure the said Manors or Lordships, Messuages, Farms, Lands, and other the Hereditaments situate in the said County of *York*, mentioned and described in the said Schedule hereunto annexed, intituled, *The First Schedule*, with their and every of their Rights, Royalties, Members, and Appurtenances, unto the said *Thomas Bradford*, his Heirs and Assigns, or to such Person or Persons, and in such Manner as he or they shall direct or appoint, freed and discharged as aforesaid, and also free from all Incumbrances (except such as are specified in the said recited Agreement) and according to the true Intent and Meaning thereof; but if the said *Thomas Bradford*, his Heirs, Executors, Administrators, or Assigns, shall make Default in Payment of the said Instalments, or any or either of them, or any Part thereof respectively, contrary to the true Intent and Meaning of the said Agreement, then upon this further Trust, that they the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, or the Survivor of them, his Heirs or Assigns, shall and do immediately, or as soon as conveniently may be after such Default in Payment shall be made by the said *Thomas Bradford*, his Heirs or Assigns as aforesaid, with the Consent and Approbation in Writing of the said *Arthur Annesley* and *Catherine* his Wife, or the Survivor of them, and after the Decease of such Survivor, then by and with the Consent and Approbation of the Person or Persons who for the Time being shall be in the actual Possession of, or entitled to the Rents and Profits, of the said Manors or Lordships, Messuages, Farms, Lands, and Hereditaments hereby authorized to be sold as aforesaid, and if the Person or Persons who shall be so entitled shall be under the Age of Twenty-one Years, then by and with the Consent and Approbation of his or her Guardian or Guardians, or of the Person or Persons for the Time being acting in the Character of his or their Guardian or Guardians (such Consent and Approbation to be attested by Two or more credible Witnesses) absolutely make Sale and dispose of, either together or in Parcels, by publick Auction or private Sale or Contract, all and every the same Manors or Lordships, capital and other Messuages, Farms, Lands, Rectory, Tithes, Rents, and Hereditaments hereby authorized to be sold as aforesaid, unto any Person or Persons who may be willing to become the Purchaser or Purchasers thereof, for the most Money and best Price that can be reasonably had or obtained for the same, or such Prices or Sums of Money as by them the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, or the Survivor of them, his Heirs and Assigns, shall under all Circumstances be thought proper; and

and on the Payment of the Purchase Monies for which the same Manors and Hereditaments, or any Part thereof, shall be sold in the Manner herein-after directed, do and shall, by and with such Consent and Approbation as aforesaid, grant, convey, and assure the same, and the Fee Simple and Inheritance thereof respectively, or such Part or Parts thereof for which the Purchase Monies shall be so paid, unto and to the Use of such Person or Persons as shall so become the Purchasers or Purchaser thereof, and his, her, or their respective Heirs and Assigns, or unto such other Person or Persons, and to such Uses as he, she, or they shall direct or appoint, freed and discharged as is herein-before mentioned.

II. And be it further enacted, That it shall and may be lawful to and for the said *Thomas Bradford*, his Heirs, Executors, Administrators, and Assigns, and every other such Purchaser or Purchasers as aforesaid, his, her, or their Heirs, Executors, Administrators, and Assigns, and he, she, or they are and is hereby respectively authorized and required, out of the Monies which shall become payable by them on Account of their respective Purchases, to pay the Costs, Charges, and Expences which shall be incurred in and about the applying for, obtaining and passing this Act, and the making out of the Title to the said Manors and Hereditaments hereby authorized to be sold, or such Parts thereof as shall be so sold as aforesaid, and the Execution and Performance of the several Trusts and Purposes of this Act, or in any Manner relating thereto; and in the next Place shall and do pay off and discharge the said Principal Sum of Three thousand Pounds so due and owing to the said *John Henry Tilson*, the said Principal Sums of Four thousand Pounds and One thousand one hundred Pounds so due and owing to the said *Thomas Lord Graves*, and the said Principal Sum of Four thousand Pounds so due and owing to the said *Charles Warde* and *Edmund Estcourt*, and respectively secured to them on the said Manor and Hundred of *Hampton Poyle*, and the said several Messuages, Lands, and Hereditaments comprized in their respective herein-before recited Securities, in discharge of their said before mentioned respective Mortgages, according to their respective Priorities, or in such other Manner as at the Time may be thought most convenient; and then to pay thereout to the said *William Annison Leverett*, his Heirs, Executors, Administrators, or Assigns, the Sum of Three thousand six hundred and seventy-eight Pounds, as is herein-after mentioned, unless the said several Mortgagees before named, or their respective Representatives, or other Persons entitled to receive such respective Principal Monies, or any Part respectively, shall permit the said Sum of Three thousand six hundred and seventy-eight Pounds, to be paid in Priority to his or their Mortgages, and in that Case to pay or cause to be paid to the said *William Annison Leverett*, his Heirs, Executors, Administrators, or Assigns, in Priority to such Mortgagee or Mortgagees as aforesaid, the Sum of Three thousand six hundred and seventy-eight Pounds, the same to be in full for the absolute Purchase of the Freehold and Inheritance of the Fee Simple in Possession of the said Messuages, Farms, Lands, Tenements, and Hereditaments comprized in the said herein-before recited Agreement of the Seventh Day of *April* last, and specified and described in the said Schedule to this Act annexed, intituled *The Second Schedule*, in case a good or sufficient Title shall be made out thereo

Application of  
Money to  
arise by Sale  
of the Yorkshire  
Estates.

thereto free from all Incumbrances (except such as are specified in the said Articles of Agreement); and to pay the Whole of the Residue or Surplus of the said Sum of Thirty-four thousand three hundred Pounds, so to be paid by the said *Thomas Bradford*, his Heirs or Assigns as aforesaid, or as the Case may be, the Whole of the Residue or Surplus of the Monies to be paid by such other Purchaser or Purchasers as aforesaid, which shall not be applied in the Payments or for the Purposes herein-before mentioned and directed, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there, *ex parte* the said *Thomas Bradford*, his Heirs or Assigns, or as the Case may be, the Purchaser or Purchasers of the *Yorkshire* settled Estates of *Arthur Annesley* of *Bletchington*, Esquire, pursuant to the Method prescribed by the Act of the Twelfth Year of his late Majesty King *George* the First, Chapter the Thirty-second, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Thirteenth Year of His late Majesty King *George* the Second, Chapter the Twenty-fourth; and such Monies shall remain in the Bank until proper Purchases shall be found wherein to lay out and invest the same as is herein-after mentioned, and there remain until the same shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way, by the said *Arthur Annesley*, or the Person or Persons who would for the Time being be entitled to the Rents and Profits of the Lands and Hereditaments so to be purchased as is herein-after mentioned, or by the Guardian or Guardians of such Person or Persons, if under Age, be ordered to be paid out of the Bank for completing such Purchase or Purchases, in such Manner as the said Court shall direct.

Money lying in the Bank until applied in the Purchase of other Estates. to be laid out in the Purchase of Navy and Victualling Bills.

III. Provided nevertheless, and be it further enacted, That in the mean Time, and until the Money which shall be so paid into the Bank of *England* as aforesaid, can be laid out in the Purchase of Messuages, Lands, and Hereditaments as is herein-after mentioned, the same shall and may be laid out in the Purchase of Navy Victualling Bills or Exchequer Bills, in the Name of the Accountant General of the said Court of Chancery, and that the Interest arising from the Money to be so laid out in the Purchase of such Navy Victualling Bills or Exchequer Bills; and the Monies to be received for the same as they shall be respectively paid off by Government; or sold, shall be laid out in the Name of the Accountant General, in the Purchase of other Navy or Victualling Bills or Exchequer Bills, all which said Navy Victualling Bills or Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved of by the said Court as aforesaid, and until the same shall upon such Petition be ordered to be sold by the said Accountant General for completing such Purchase or Purchases, in such Manner as the said Court shall direct; and that if the Money arising by the Sale of such Navy Victualling or Exchequer Bills shall exceed the Amount of the said several Sum and Sums of Money which shall be first laid out as aforesaid, then and in such Case only the clear Surplus which shall remain, after discharging from Time to Time the Costs, Charges, and Expences of such Application to the said Court of Chancery, and those which shall be incurred in paying the said Purchase Monies into the Bank, and investing the same in the Purchase

of such Navy, Victualling, or Exchequer Bills as aforesaid, and also in completing such Purchases or Redemption as aforesaid, and settling the Estates to be so purchased in the Manner herein-after directed, and all other Costs and Expences to be incurred in the Execution of this Act, over and above the Costs, Charges, and Expences herein-before authorized to be paid, in case the said Court of Chancery shall think fit to deduct the same, shall be paid to such Person or Persons respectively, as would have been entitled to receive the Rents and Profits of the said Manors, Lands, and Hereditaments herein-after directed to be purchased, in case the same had been actually purchased pursuant to this Act, or to the Representatives of such Person or Persons; and the said Court of Chancery is hereby required, upon a summary Application to be made for that Purpose as aforesaid, from Time to Time to make such Order for the Purchase and subsequent Sale, or other Disposition of such Navy Victualling or Exchequer Bills, and of the Produce thereof, if necessary, and for paying or allowing for all and every and any of such Costs, Charges, and Expences as aforesaid, or for setting apart any such Sum or Sums of Money as shall from Time to Time be sufficient for the Purpose, as to the said Court shall from Time to Time seem just and proper.

IV. And be it further enacted, That as well the Receipt and Receipts of the said *John Henry Tilson*, *Thomas Lord Graves*, *Charles Warde*, and *Edmund Estcourt*, and their respective Executors, Administrators, and Assigns, or other Person or Persons entitled to receive the Monies secured by the said several Mortgages herein-before mentioned, as the Receipt or Receipts of the said *William Annison Leverett*, his Heirs, Executors, Administrators, or Assigns, or other Person or Persons entitled to receive the said Sum of Three thousand six hundred and seventy-eight Pounds, the Purchase Money, to be paid for the said Messuages, Lands, and Hereditaments specified in the said Schedule hereunto annexed, intituled *The Second Schedule*, shall be good and effectual Discharges to the said *Thomas Bradford*, and such other Purchaser or Purchasers as aforesaid, his, her, and their respective Heirs, Executors, Administrators, and Assigns, for so much of his, her, or their respective Purchase Monies as shall be paid by him or them to the said *John Henry Tilson*, *Thomas Lord Graves*, *Charles Warde*, *Edmund Estcourt*, and *William Annison Leverett*, their respective Executors, Administrators, or Assigns, or such other Person or Persons as aforesaid, in Discharge of the several principal Sums herein-before authorized to be paid to them respectively, and in such Receipt or Receipts shall be expressed or acknowledged to be received; and that the said *Thomas Bradford*, or such other Purchaser or Purchasers respectively as aforesaid, his, her, or their respective Heirs, Executors, Administrators, or Assigns, after such Receipts shall be so given, shall not be obliged to see to the Application of such Purchase Monies, or be answerable or accountable for any Loss, Misapplication, or Non-application of the same, or of any Part thereof; and that the Acknowledgement signed by the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* Clerk, or the Survivor of them, or the Executors or Administrators of such Survivor, or his or their Counsel, of the Title of the said *William Annison Leverett*, his Heirs or Assigns, to the said Messuages, Lands, and Hereditaments specified in the said Second Schedule being good or sufficient, shall discharge the said *Thomas Bradford*, or such

Receipts of  
Mortgagees  
to be good  
Discharge to  
Purchasers.

other Purchaser or Purchasers as aforesaid, his, her, and their Heirs, Executors, Administrators, and Assigns, from the Necessity or Obligation of seeing that such Title be good or sufficient; and in like Manner the Acknowledgement signed by the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, or the Survivor of them, or the Executors or Administrators of such Survivor, of the Costs, Charges, and Expences herein before first authorized to be paid, and that the same have been paid by the said *Thomas Bradford*, or such other Purchaser or Purchasers as aforesaid, his, her, or their Heirs, Executors, Administrators, or Assigns, shall be a sufficient Discharge for the Money which shall be so paid, without his, her, or their being obliged to inspect the Accounts of such Costs, Charges, and Expences, or considering the Amount or Particulars thereof.

Certificate of Accountant General and Cashier's Receipt to be good further Discharge to Purchasers.

V. And be it further enacted, That the Certificate and Certificates of the Accountant General of the said Court of Chancery, of the Payment into the said Bank of *England* of the said several Sums of Money which shall be paid into the said Bank, pursuant to the said Provisions in this Act contained, together with the Receipt or Receipts of One of the Cashiers for the Time being of the said Bank, to be thereunto annexed, and therewith filed in the Register's Office of the said Court of Chancery, shall at all Times be deemed and taken to be a good and effectual Release and Discharge to the said *Thomas Bradford*, his Heirs, Executors, Administrators, and Assigns, or such other the Purchaser or Purchasers as aforesaid, and to his or their respective Heirs, Executors, Administrators, and Assigns, for so much of such Purchase Money or Purchase Monies for which such Certificate or Certificates, and Receipt and Receipts, shall be respectively given; and that after the filing such Certificate or Certificates, and Receipt or Receipts, the said *Thomas Bradford*, and such other Purchaser or Purchasers as aforesaid, his, her, and their respective Heirs, Executors, Administrators, and Assigns, shall not be liable to see to the Application, nor be answerable or accountable for the Loss, Misapplication, or Non-application of such Purchase Money, or any Part thereof.

Estates to be purchased to be conveyed to the Uses of the said Will and Settlement.

VI. And be it further enacted, That all and every the Messuages, Farms, Lands, and Hereditaments so contracted to be purchased of the said *William Annison Leverett* as aforesaid, and comprized in the said Schedule hereunto annexed, intituled *The Second Schedule*, and all and every other the Manors, Messuages, Farms, Lands, and Hereditaments which shall be purchased under the Authority of this Act, shall be conveyed, surrendered, settled, and assured to such of the Uses, upon and for such of the Trusts, Intents, and Purposes, and with, under, and subject to such of the Powers, Provisoes, Declarations, and Agreements in and by the said in Part recited Indenture and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five particularly limited, declared, contained, or mentioned, of and concerning the Manors, Messuages, Farms, Lands, and Hereditaments situate in the said Parish of *Bletchington* in the said County of *Oxford*, and therein comprized, as at the Time of such Conveyances or Assurances, or Settlements being made, shall be existing undetermined or capable of taking Effect, or as near thereto as the Nature and Qualities of the Estates so

to be purchased as aforesaid, and the Deaths of Parties, and other Circumstances may then admit of.

VIII. And be it further enacted, That in the mean Time, and until the said Manors, Lordships, Messuages, Lands, and Hereditaments hereby authorized to be sold as aforesaid, shall be sold in pursuance of this Act, they the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, and the Survivor of them, his Heirs and Assigns shall permit and suffer the same to be respectively held and enjoyed, and the Rents, Issues, and Profits thereof to be from Time to Time had, received, and taken, by and for the Benefit of such Person or Persons as respectively would have been entitled to have held, enjoyed, and received, or ought to hold and enjoy and receive the same respectively, in case this Act had not been made.

Until the Estates intended for Sale are sold, Persons at present entitled, to receive the Rents and Profits.

VIII. And whereas the said *Arthur Annesley* of *Bletchington*, under the Limitations contained in the said recited Indenture and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, is entitled to the Reversion in Fee of the several Manors, Messuages, Lands, and Hereditaments hereby authorized to be sold as aforesaid, expectant on the Failure of Issue Male of his Body by the said *Catharine Annesley* his Wife, subject only to the Rent Charge of Six hundred Pounds, thereby limited to the said *Catharine*, and the Trusts of the said Term of Five hundred Years thereby created; and the said *Arthur Annesley*, in case the clear Surplus of the Monies to be paid by the said *Thomas Bradford*, or such other Purchaser or Purchasers as aforesaid, for the Purchase of the Manors, Lands, and Hereditaments hereby authorized to be sold, after deducting only such Costs, Charges, and Expences as aforesaid, were invested in the Purchase of other Estates, and such Estates were settled to the several Uses and Limitations created by the said Indenture of Release and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, would be entitled to the Reversion in Fee thereof, expectant on such Failure of Issue Male, subject only as aforesaid, and the Person or Persons who will, on the Failure of Issue Male of the said *Arthur Annesley*, be entitled under the Limitations in the said herein-before recited Will of the said *Arthur Annesley* his Great Uncle, deceased, to the Possession and Inheritance of the several Manors and Hereditaments of the said *Arthur Annesley* deceased, in *England*, thereby devised, will also be entitled to the said Manors and Hereditaments situate in the Parish of *Hampton Poyle* aforesaid, which have been purchased under the Trusts of the said Will, as is herein-before mentioned, and will enjoy the said last-mentioned Manor and Hereditaments, freed from the several Mortgages now affecting the same, which in case this Act shall pass, will have been paid off and discharged by a Part of the Money arising from the Sale of the said Manors and Hereditaments of the said *Arthur Annesley* of *Bletchington*, comprized in the said recited Indenture of Release and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, and hereby authorized to be sold as aforesaid; be it therefore further enacted, That it shall and may be lawful to and for the said *Arthur Annesley* of *Bletchington*, or his Heirs, by any Deed or Deeds, Instrument or Instruments in Writing to be by him or them executed

Mr. Annesley entitled to Reversion in Fee of the Estates comprized in the said Settlement.

Mr. Annesley authorized to charge the settled Estate with a certain Sum of Money.

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cuted in the Presence of Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Writing in the Nature of his last Will and Testament, or any Codicil or Codicils thereto, to be by him respectively signed and published in the Presence of and attested by Three or more credible Witnesses, to charge and make chargeable all or any Part of the said Manors and other Hereditaments situate in the said Parish of *Hampton Poyle* aforesaid, and comprized in and granted by the said Indentures of the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and ninety-five, herein-before secondly recited; with their Appurtenances, with, or to demise the same Manor and Hereditaments, or a competent Part thereof, for any Number of Years, by Way of Mortgage, as a Security for the Payment of any Sum or Sums of Money not exceeding in the Whole the Sum of Twelve thousand one hundred Pounds of lawful Money of *Great Britain*, (being the gross Amount of the said Mortgages of Three thousand Pounds, Four thousand Pounds, One thousand one hundred Pounds, and Four thousand Pounds, now affecting the same, and hereby authorized and directed to be paid off and discharged as aforesaid), in case the same shall be so paid off and discharged, and to make the same payable immediately on the Failure of such Issue Male of him, the said *Arthur Annesley* of *Bletchington*, by the said *Catherine* his Wife, with lawful Interest for the same from the Time of such Failure of Issue Male as aforesaid, to him the said *Arthur Annesley*, or his Assigns, if he shall be living at the Time of such Failure of Issue Male as aforesaid, or to or for the Benefit of such Person or Persons, and in such Manner as shall be appointed in or directed by such Deed, Will, or Codicil or Codicils to be executed as aforesaid, and in Default of such Direction or Appointment, that the same shall be paid to such Person or Persons as shall happen to be the personal Representative of the said *Arthur Annesley*, of *Bletchington*, at the Time of such Failure of Issue Male as is herein-before mentioned, or his or their personal Representatives.

Appointing  
new Trustees  
in the Stead  
of the Trustees  
named in the  
said Settlement  
of  
*February 11,*  
*1785,* who are  
both dead.

IX. And be it further enacted, That the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, shall, from and after the passing of this Act, be, and they and he are and is hereby respectively nominated Trustees in the Room of the said *Josiah Hardy* and *Edward Pauncefort* respectively, deceased, and they and he, and the Survivor of them, and the Heirs and Assigns of such Survivor, are and is hereby respectively authorized and empowered to act in the Execution of all and singular the Trusts, Matters, and Things in and by the said recited Indenture of Release and Settlement, of the said Eleventh Day of *February* One thousand seven hundred and eighty-five, created, expressed, and declared, and all and every such Estates and Interests, Trusts, Powers, and Authorities as would have vested in them the said *Josiah Hardy* and *Edward Pauncefort* deceased, in case they had been then living, shall from thenceforth be vested in the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, and the Survivor of them, and the Heirs and Assigns of such Survivor, as fully and effectually, to all Intents and Purposes whatsoever, as if they or he had been by the said Indenture of Release and Settlement originally appointed a Trustee or Trustees; and that in case the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, or either of them, or any Trustee or Trustees to be

appointed



appointed by virtue of the said recited Settlement, or this Act, shall happen to die, or be desirous to be discharged, or decline to act, or become incapable of acting in the Trusts, Powers, and Authorities by the said Indenture of Release and Settlement, and this Act, in them reposed, at any Time before such Trusts, Powers, and Authorities shall be fully executed and performed, then and in such Case, and when and so often as the same shall happen, it shall and may be lawful for the said *Arthur Annesley* of *Bletchington*, during his Life, and after his Decease then for the Person or Persons for the Time being beneficially entitled to the Rents and Profits of the said Manors and Hereditaments, or any Part thereof, or in case of the Infancy of such Person or Persons, then of his or her Guardian, or other Person or Persons for the Time being acting in the Character of his or her Guardian, by any Writing or Writings under his, her, or their Hand and Seal or Hands and Seals, to nominate and appoint some other Person or Persons to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, or being desirous to be discharged from, or declining to act, or becoming incapable of acting as aforesaid (such Nomination or Appointment being approved of or confirmed by the said Court of Chancery, by an Order to be made in a summary Way for that Purpose, upon the Petition of the Person or Persons having such Right of Nomination or Appointment, his, her, or their Guardian or Guardians, or other Person or Persons acting in the Character of Guardians as aforesaid); and that when and so often as any new Trustees shall be so nominated and appointed, and approved of or confirmed by the said Court of Chancery as aforesaid; all and every such Parts of the several Manors, Messuages, Farms, Lands, and Hereditaments comprized in the said Schedule hereunto annexed, intituled *The First Schedule*, as shall then remain unsold and undisposed of under the Trusts of this Act, (if any) and all and every other the Hereditaments which under or by virtue of this Act, and the said recited Indenture of Release and Settlement, or either of them, shall be then vested in such Trustee or Trustees, or the Survivor of them, or his Heirs, shall be forthwith conveyed by him or them, or the Person or Persons in whom the same shall be then legally vested, so and in such Manner as that the same may be legally and effectually vested in such new Trustee or Trustees, in conjunction with the surviving or continuing Trustee (if any) or in such new Trustee or Trustees only, as the Case may be, upon the same Trusts, and with the same Powers and Authorities as are herein-before, and by the said recited Indenture of Release and Settlement, or either of them, expressed, declared, and contained of and concerning the same, and that all and every such new Trustee or Trustees shall and may have and exercise such Trusts, Powers, and Authorities, and act in the Execution thereof in such and the same Manner, and as fully and effectually, to all Intents and Purposes whatsoever, as if he or they had been originally named and appointed a Trustee or Trustees by the said recited Indenture of Release and Settlement, and this Act respectively; any Thing herein contained to the contrary thereof in anywise notwithstanding.

X. And be it further enacted, That the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, or such other Trustee or Trustees to be appointed as aforesaid, or any of them, their or any of

Trustees to be answerable for their own Acts only.

[Loc. & Per.]

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their

their Heirs, Executors, or Administrators; shall not be chargeable with or answerable for all or any more Money to be received by him or them under the Trusts herein-before mentioned, or in consequence of the Execution thereof, or under the Trusts of the same Indenture of Release and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, than shall actually come to their respective Hands; and that neither of them, his Heirs, Executors, or Administrators, shall 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; and that they shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Loss which shall or may happen, of any of the Monies to be received by the Sales, nor with or for any other Loss or Damage which shall or may happen thereto, without their respective wilful Default; and also that they the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, and such other Trustees as aforesaid, and their respective Heirs, Executors, and Administrators, shall and may, out of all and every the Sum and Sums of Money to be received by them under the Trusts created by the said Indenture of Release and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, and this Act respectively, pay, deduct, and retain all such Costs, Charges, Damages, and Expences, as they respectively shall or may sustain, expend, or be put unto in and about the Execution of the Trusts hereby in them reposed, or in any ways incident or relative thereto.

General  
Saying.

XI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns (other than and except the said *Arthur Annesley* of *Bletchington*, and *Catherine* his Wife respectively, and their said several infant Sons, the said *Arthur Annesley*, *Charles Annesley*, *Francis Annesley*, *James Annesley*, and *George Martin Annesley*, and the respective Heirs Male of the respective Bodies of the said *Arthur Annesley*, *Charles Annesley*, *Francis Annesley*, *James Annesley*, and *George Martin Annesley*, and all and every other Son and Sons of the Body of the said *Arthur Annesley* and *Catherine* his Wife to be begotten, and the respective Heirs Male of all and every such Son and Sons, and the Right Heirs of the said *Arthur Annesley* of *Bletchington*; and the said *Temple Hardy*, the Heir at Law of the surviving Trustee named in the said Indenture of Release and Settlement of the Eleventh Day of *February* One thousand seven hundred and eighty-five, for preserving the contingent Remainders; and the Trustees of the said Term of Five hundred Years thereby respectively created, and their Executors, Administrators, and Assigns, and all and every other Person and Persons who can or may claim any Estate, Right, Title, and Interest whatsoever under or by virtue of the said Indenture of Release and Settlement, or any of the Trusts thereby created, or the several Indentures excepted in the Covenants therein contained, or any of them) all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to, or out of the said Manors, Messuages, Farms, Lands, Rectory, Tithes, Tenements, and Hereditaments, hereby vested in the said *Francis Annesley* Doctor of Laws, and *Francis Annesley* of *All Souls*, in Trust as aforesaid, or any Part thereof, as they, every, or any of them

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.

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

The PARTICULAR of the ESTATES referred to by the above ACT,

INTITULED,

THE FIRST SCHEDULE:

In THORGANBY, in the County of YORK.

	Quantity.			Yearly Rents.		
	A.	R..	P.	£.	s.	d.
1. THE Manor of <i>Thorganby</i> , with its Rights and Appurtenances, an old Mansion, now used as a Farm House, Outbuildings, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, and divers Pieces of Common Field Land, containing in the Whole by Admeasurement - Let to <i>John Dunnington</i> .	267	3	17	214	0	0
2. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, and also divers Parcels of Common Field Lands, containing in the Whole by Admeasurement Let to <i>Thomas Castle</i> .	176	2	24	105	0	0
3. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, and divers Parcels of Common Field Land, containing in the Whole by Admeasurement - Let to <i>Robert Brown</i> .	128	3	23	90	0	0
4. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, containing in the Whole by Admeasurement Let to <i>John Brown</i> .	100	1	28	77	10	0
5. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture, and divers Parcels of Common Field Land, containing in the Whole by Admeasurement - Let to <i>George Richmond</i> .	80	0	13	55	0	0
off Carried forward -	753	3	25	541	10	0

	Quantity.			Yearly Rents.		
	A.	R.	P.	£.	s.	d.
Brought forward	753	3	25	541	10	0
6. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, and also divers Parcels of Common Field Land, containing in the Whole by Admeasurement Let to <i>Robert Blacker</i> .	51	3	25	42	0	0
7. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, containing in the Whole by Admeasurement Let to <i>Thomas Brown</i> .	46	3	23	35	0	0
8. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, containing in the Whole by Admeasurement Late in the Occupation of <i>Matthias Backas</i> , and now let to <i>George Richmond</i> .	48	2	28	35	0	0
9. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, containing in the Whole by Admeasurement: Let to <i>Thomas Hawksworth</i> .	25	0	36	21	0	0
10. A Farm House, Barns, Stables, and Offices, and several Closes of Land, and also divers Parcels of Common Field Land, containing in the Whole by Admeasurement Let to <i>William Clarkson</i> .	29	1	35	20	0	0
11. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, containing in the Whole by Admeasurement Late in the Occupation of <i>Thomas Lumley</i> , now let to <i>George Holmes</i> .	25	2	31	15	0	0
12. A Farm House, Barns, Stables, and Offices, and several Closes of Land, containing in the Whole by Admeasurement Let to <i>John Brown</i> .	20	2	20	15	0	0
13. A Farm House, Barns, Stables, and Offices, and several Closes of Land, containing in the Whole by Admeasurement Late in the Occupation of <i>Mary Wheeler</i> , now let to <i>George Holmes</i> .	19	3	15	12	12	0
Carried forward	1,022	0	36	737	2	0
[Loc. & Per.] 30 B						

	Quantity.			Yearly Rents.		
	A.	R.	P.	£.	s.	d.
Brought forward	1,022	0	36	737	2	0
14. A Messuage and several Parcels of Land, containing in the Whole by Admeasurement Late in the Occupation of <i>Margaret Durham</i> , now let to <i>John Tate</i> .	7	2	11	8	0	0
15. A Messuage, Garden, Garth, and Close of Land, containing in the Whole by Admeasurement: Now let to <i>Richard Gill</i> .	5	1	19	5	15	6
16. A Messuage, Garden, and Garth of Land, containing in the Whole by Admeasurement: Late in the Occupation of <i>John Cartwright</i> , now let to <i>John Brown</i> .	0	3	29	2	0	0
17. A Messuage and Garden, containing by Admeasurement Late in the Occupation of <i>Thomas Tate</i> , now let to <i>Joseph Attack</i> .	2	1	7	3	5	0
18. A Messuage and Garden, containing by Admeasurement Late in the Occupation of <i>Samuel Randerfon</i> , now let to <i>George Young</i> .	0	2	6	1	6	0
19. A Messuage and Garden, containing by Admeasurement Now let to <i>Diana Stabler</i> .	1	0	11	1	1	0
20. The Rectory of <i>Thorganby</i> : present Composition for Tithe	-	-	-	20	17	0
21. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, and also divers Parcels of Common Field Land, containing in the Whole by Admeasurement: Now let to <i>Thomas Barton</i> .	41	2	12	28	0	0
22. A Messuage and Garden, containing by Admeasurement Now let to <i>Jane Pegg</i> .	0	1	10	1	1	0
Carried forward	1,081	0	21	808	7	6

	Quantity.			Yearly Rents.		
	A.	R.	P.	£.	s.	d.
Brought forward	1,081	0	21	808	7	6
In <i>Skipwith</i> in the County of <i>York</i> .						
23. The Manor of <i>Skipwith</i> , with its Rights and Appurtenances: the Fee Farm Rents of the said Manor	-	-	-	4	16	11
24. A Farm House, Barns, Stables, and Offices, and several Parcels of Arable, Meadow, and Pasture Land, and divers Parcels of Land lying dispersedly in the Common Fields, containing by Admeasurement: Now let to <i>William Steel</i> .	63	1	13	28	0	0
25. Reserved Rents out of the several Farms and Lands in <i>Skipwith</i>	-	-	-	27	5	0
In <i>West Cottingwith</i> or <i>Cattingworth</i> in the County of <i>York</i> .						
26. The Tythes of <i>West Cottingwith</i> : now let to <i>John Dunnington</i>	-	-	-	110	0	0
As to the Lands in <i>Naburne</i> or <i>Nabourne</i> .						
27. A Messuage and several Parcels of Land, containing by Admeasurement Lately let to <i>John Palmer</i> , now let to <i>John Leaf</i> .	7	3	36	9	0	0
Total	1,152	1	30	987	19	5

	£.	s.	d.
Total Amount of the present Rents	987	19	5
Outgoings	85	12	6
Net Rent	£.902	6	11

H. A. BIEDERMANN.

The PARTICULAR referred to by the above ACT,  
INTITULED,

THE SECOND SCHEDULE ;

Being the Estate situate in the Parish of BLECHINGTON, mentioned  
in the foregoing Agreement dated 7th April 1801.

	Estimated Contents.		
	A.	R.	P.
A HOUSE and Homestall, containing by Estimation	2	0	0
The Long Clofe - - - D°	2	0	0
Manners Clofe - - - D°	3	0	0
Two Upper Dolly's Clofes - - -	13	0	0
Two Lower Dolly's Clofes - - - D°	14	0	0
The Upper and Lower Choseley's Clofes - - - D°	17	0	0
Duke's Clofe - - - D°	4	0	0
	<hr/>		
	55	0	0
	<hr/>		

The above mentioned House, Homestall, and Clofes  
are all in the Occupation of William Gregory, Tenant  
at Will, at the Yearly Rent of £. s. d.  
110 0 0

COTTAGES:

A Cottage in the } Occupation of	John Houfe, at the Yearly Rent of	5	0	0
D° - - - of Edward Eaglestone	D° - - -	2	10	0
D° - - - of George Hanfon	D° - - -	2	10	0
D° - - - of John Faulkner	D° - - -	2	10	0
D° - - - of William Smith	D° - - -	2	10	0
D° - - - of Thomas King	D° - - -	2	10	0
D° - - - of John North	D° - - -	2	10	0
D° - - - of Abel Taylor	D° - - -	2	10	0
D° - - - of Robert King	D° - - -	2	10	0
D° - - - of William Bufwell	D° - - -	2	10	0
D° - - - of Richard Hall	D° - - -	2	10	0
D° - - - of Richard Crofts	D° - - -	2	10	0
D° - - - of John Dandy	D° - - -	2	10	0
	Yearly Rent	<hr/>		
		145	0	0
		<hr/>		

GEORGE BOOTH TYNDALE.