



ANNO PRIMO & SECUNDO

# VICTORIÆ REGINÆ.

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## Cap. 26.

An Act for renewing, granting, and confirming certain joint Powers of Appointment to the Honourable *John Simpson* and *Henry Bridgeman Simpson*, his eldest Son, and certain sole Powers of Appointment, and of Revocation and new Appointment, to the said *Henry Bridgeman Simpson*, and for establishing and confirming certain Indentures of Settlement made on the Marriage of the said *Henry Bridgeman Simpson*, respectively affecting the Estates of the said *John Simpson* and *Henry Bridgeman Simpson*, in the several Counties of *Nottingham*, *Derby*, *York*, and *Warwick*. [4th July 1838.]

**W**HEREAS by an Indenture of Bargain and Sale duly inrolled in Her Majesty's High Court of Chancery, bearing Date on or about the Eleventh Day of *November*. One thousand eight hundred and sixteen, and made or expressed to be made between the Honourable *John Simpson* of *Babworth Hall* in the County of *Nottingham*, therein described as the second surviving

Indenture of Bargain and Sale, 11th Nov. 1816.

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surviving Son of the Right Honourable *Henry* Lord *Bradford* deceased, formerly Sir *Henry Bridgeman* Baronet, by the Right Honourable *Elizabeth* Lady *Bradford*, formerly Dame *Elizabeth Bridgeman* his Wife, also deceased, who was the only Daughter of the Reverend *John Simpson*, late of *Stoke* in the County of *Derby*, Clerk, deceased, and Niece of *William Simpson*, late of *Stainford* in the County of *York*, Esquire, deceased, of the First Part; *Henry Bridgeman Simpson* Esquire, the eldest Son and Heir Male apparent of the said *John Simpson*, Party thereto, of the Second Part; *Charles Hodges Ware*, therein described, of the Third Part; *Charles Heaton*, therein described, of the Fourth Part; *Robert Snow*, therein described, and the said *Charles Heaton*, of the Fifth Part; and the Right Honourable *George Augustus Frederick Henry* Earl of *Bradford*, by his then Name and Title of *George Augustus Frederick Henry Bridgeman* commonly called Lord Viscount *Newport*, and the Right Honourable *Charles Anderson* Earl of *Yarborough*, by his then Name and Title of the Honourable *Charles Anderson Pelham*, of the Sixth Part (being a Settlement made of the Estates and Hereditaments therein comprised and in part next herein-after mentioned, which immediately prior to the Execution of the said Indenture stood limited, under or by virtue of the last Will and Testament of the said Reverend *John Simpson* deceased, to the Use of the said *John Simpson*, Party thereto, for his Life, with Remainder immediately expectant on his Death to the Use of the said *Henry Bridgeman Simpson* in Tail Male, with divers Remainders over); and by virtue of Three Common Recoveries duly suffered in pursuance of the said Indenture in the Court of Common Pleas at *Westminster* in *Michaelmas* Term in the Fifty-seventh Year of the Reign of His late Majesty King *George* the Third; all that the Manor or Lordship of *Stoke* in the Parish of *Hope* in the County of *Derby*, with the Rights, Royalties, Members, and Appurtenances thereof, and also all that Capital Messuage or Tenement at *Stoke* aforesaid, and also all Messuages, Lands, Tenements, and Hereditaments whatsoever to the said *John Simpson* the Testator belonging, within the said Manor or Lordship of *Stoke*, within the Parishes, Towns, Villages, Precincts, or Territories of *Stoke* aforesaid, and of *Hope*, *Stoney*, *Middleton*, *Eyam*, *Goatcliff*, and *Bakewell*, in the said County of *Derby*, (all which said Manor or Lordship, Capital and other Messuages, Lands, Tenements, Hereditaments, and Premises, are in the Second Schedule hereunto annexed more particularly mentioned or described,) and also all Mines or Veins of Lead or Lead Ore, and all Soughs and Parts and Shares of Soughs and Mines within the said Manor or Lordship of *Stoke* aforesaid, and also within the Liberty of *Eyam* in the said County of *Derby*, (all which said Mines, Hereditaments, and Premises lastly herein-before mentioned are in the First Schedule hereunto annexed more particularly mentioned or described,) were limited, settled, and assured to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements as they the said *John Simpson* and *Henry Bridgeman Simpson* his Son, by any Deed or Deeds, with or without Power of Revocation and new Appointment, to be by them respectively sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses,

Witnesses, should from Time to Time jointly appoint; and in default of and until such joint Appointment, and so far as any such joint Appointment should not extend, to the Use of the said *John Simpson* and his Assigns during his natural Life, without Impeachment of Waste, and from and immediately after his Decease, then if the said *Henry Bridgeman Simpson* should survive the said *John Simpson* his Father, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Agreements as the said *Henry Bridgeman Simpson*, surviving the said *John Simpson* his Father, should, after the Decease of him the said *John Simpson*, by any Deed or Deeds, with or without Power of Revocation and new Appointment, to be by him the said *Henry Bridgeman Simpson* sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, should from Time to Time or at any one Time appoint; and in default of and until such Appointment, and so far as any such Appointment should or might not extend, to the Use of the said *Henry Bridgeman Simpson* and his Assigns, during his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *George Augustus Frederick Henry Bridgeman*, then Viscount *Newport*, and now Earl of *Bradford*, and *Charles Anderson Pelham*, now Earl of *Yarborough*, and their Heirs, during the Life of the said *Henry Bridgeman Simpson*, nevertheless in Trust for him and his Assigns, and by the usual Ways and Means to preserve the contingent Remainders therein-after limited from being defeated or destroyed; with Remainder, after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and whether the said *Henry Bridgeman Simpson* should depart this Life in the Lifetime of or should survive the said *John Simpson*, to the Use of the First, Second, Third, Fourth, and all and every other Son and Sons of the said *Henry Bridgeman Simpson*, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such Issue, to the Use of the Second, Third, Fourth, and every other Son of the said *John Simpson*, severally and successively according to their respective Seniorities in Tail Male; with the ultimate Remainder, in default of such Issue, to the only proper Use and Behoof of the said *John Simpson* and *Henry Bridgeman Simpson* his Son, their Heirs and Assigns for ever; and in the now-reciting Indenture is contained a Proviso or Power enabling the said *John Simpson* during his Life, in the Manner therein mentioned, to make Farming Leases of all or any Part or Parts of the Manor and other Hereditaments thereby granted, bargained, and sold, for any Term of Years not exceeding Twenty-one Years, with the usual Restrictions; and the said Indenture contains no Power, Proviso, Declaration, or Agreement (other than as aforesaid) relating to or affecting the aforesaid Manor or Lordship, and other Hereditaments and Premises herein-before mentioned or referred to, and in the First and Second Schedules hereunto annexed more particularly mentioned or described: And whereas by another Indenture of Bargain and Sale duly inrolled in the said Court of Chancery, bearing Date on or about the same Eleventh Day of *November* One thousand eight hundred

Another  
Indenture of  
Bargain and  
Sale, of the  
same Date.

hundred and sixteen, and made or expressed to be made between *John Heaton*, therein described, of the First Part, the said *John Simpson* (Party to the lastly herein-before recited Indenture) of the Second Part, the said *Henry Bridgeman Simpson*, the eldest Son of the said *John Simpson*, of the Third Part, the said *Charles Hodges Ware* of the Fourth Part, the said *Charles Heaton* of the Fifth Part, and the said *George Augustus Frederick Henry* Earl of *Bradford*, then Lord Viscount *Newport*, and *Charles Anderson* Earl of *Yarborough*, then the Honourable *Charles Anderson Pelham*, of the Sixth Part, (being a Settlement made of the Estates and Hereditaments therein comprised and in part next herein-after mentioned, which, immediately prior to the Execution of the said now-reciting Indenture, stood limited, under or by virtue of the last Will and Testament of the said *William Simpson* Esquire, deceased, at Law or in Equity, to the Use of or in Trust for the said *John Simpson* for his Life, with Remainder immediately expectant on his Decease to the Use of or in Trust for the said *Henry Bridgeman Simpson*, for an Estate in Tail Male, with divers Remainders over), and by virtue of Three Common Recoveries duly suffered in pursuance of the same Indenture in the said Court of Common Pleas in *Michaelmas* Term in the Fifty-seventh Year of the Reign of His said late Majesty King *George* the Third, all those the several Manors or Lordships of *Babworth*, *Tilne*, and *Ordsall*, in the County of *Nottingham*, with the Rights, Royalties, Members, and Appurtenances thereunto belonging, and all that the Advowson and Right of Patronage and Presentation of, in, and to the Rectory or Parish Church of *Babworth* aforesaid, and all that Capital Messuage or Mansion House, situate, standing, and being at *Babworth* aforesaid, called *Babworth Hall*, with the Garden, Pleasure Ground, Members, and Appurtenances thereunto belonging, and all those several Messuages, Farms, Lands, Rents, Tithes, Tenements, and Hereditaments then late of the said *William Simpson* the Testator, deceased, situate, lying, being, growing, and arising in the Parishes or Townships of *Babworth*, *Tilne*, and *Ordsall* aforesaid, and in *Hayton* otherwise *Heaton*, *Clareborough*, *Egmonton*, *Eaton*, *Thrumpton*, *East Retford*, and *West Retford*, in the said County of *Nottingham*, and also all those several Mines, and Parts and Shares of Mines, and Mineral Rights and Interest whatsoever, then late of the said *William Simpson* deceased, within the Liberty of *Eyam* in the County of *Derby*, and within the Liberty of *Middleton* and Wapentake of *Wirksworth* in the same County, all and singular which said Manors or Lordships, Advowson, Messuages, Farms, Lands, Rents, Tithes, Tenements, Mines, and Hereditaments, (except a Moiety of the said Manor or Lordship of *Ordsall* in the said County of *Nottingham* which was comprised in and granted and released by certain Indentures of Lease and Release of the Twenty-second and Twenty-third Days of *December* One thousand seven hundred and eight, in the now-reciting Indenture mentioned,) were, as in the now-reciting Indenture stated, comprised in the said Will of the said *William Simpson* deceased, and by the same Will, and the Indentures of Lease and Release of the Nineteenth and Twentieth Days of *July* One thousand seven hundred and seventy-seven, therein mentioned, became vested in *Henry Simpson Bridgeman* and *Richard Hopkins*, both respectively deceased, and the said *John Heaton*, upon the Trusts of the said Will, and were then vested in the said *John Heaton* alone

alone by Survivorship ; and also all that Piece, Parcel, or Plot of Land situate, lying, and being in a certain open Place in *Babworth* aforesaid, containing by Admeasurement Three hundred and forty Acres Three Roods and Eight Perches, were the same more or less, the Lands belonging to the Hamlet of *Barnby Moor* in the Parish of *Blythe* in the said County of *Nottingham* lying on the North, on an Estate then late of the said *William Simpson* deceased South and East, and the old Great Northern Road leading from *London* to *York* on or towards the West, together with the Members and Appurtenances thereunto belonging, all which said Piece, Parcel, or Plot of Ground is in the now-reciting Indenture stated to have been comprised in certain Indentures of Lease and Release of the Fifteenth and Sixteenth Days of *April* One thousand seven hundred and eighty-eight, therein mentioned, and to have been thereby conveyed in Exchange to the then Trustees under the said Will of the said *William Simpson* deceased, upon the Trusts thereof; and also all that the Manor or Lordship of *Eaton*, with the Rights, Royalties, Members, and Appurtenances, in the said County of *Nottingham*, and all and singular the several Messuages, Farms, Lands, Tenements, Chief Rents, and Hereditaments situate, lying, being, and arising within the Manor or Lordship, Precincts, or Territories of *Eaton* aforesaid, and also all and singular the Manors, Messuages, Mills, Farms, Lands, and Tenements, Chief and other Rents and Hereditaments, Parts and Shares of Manors, Messuages, Mills, Farms, Land, and Tenements situate, lying and being in the Precincts or Territories of *Eaton* and *Ordsall* aforesaid, or either of them, or in any other Parish or Place thereunto next adjoining, in the said County of *Nottingham*, with their Members and Appurtenances, which were particularly mentioned and described in the said Indentures of Lease and Release of the Twenty-second and Twenty-third Days of *December* One thousand seven hundred and eighty-eight, and thereby granted and conveyed by the Earl and Countess *Fitzwilliam*, and their Trustee, to the then Trustees under the Will of the said *William Simpson* deceased, upon the Trusts thereof, and all and singular other the Manors, Messuages, Lands, Tenements, and Hereditaments which were subject to the Uses or Trusts of the Will of the said *William Simpson* deceased (which said several Manors and other Hereditaments and Premises are more particularly mentioned or described in the First Schedule hereunto annexed), were (together with other Hereditaments) limited, settled, and assured to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers of joint and sole Appointment, and other Powers, Provisoos, Limitations, Declarations, and Agreements as in the now-reciting Indenture expressed, declared, and contained of and concerning the same, which in all respects are the same as and correspond with the several Uses, Trusts, Intents, and Purposes and Powers, including the joint Power of Appointment limited to the said *John Simpson* and *Henry Bridgeman Simpson* during their joint Lives, and the sole Power of Appointment limited to the said *Henry Bridgeman Simpson* after the Decease of and in the event of his surviving the said *John Simpson* his Father, and the several other Powers, Provisoos, Limitations, and Agreements herein-before set forth and mentioned to be declared or contained in and by the said firstly herein-before recited Indenture of the Eleventh Day of *November* One

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Bargain and  
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thousand eight hundred and sixteen, of and concerning the said Manor or Lordship, Mines, and other Hereditaments and Premises in the said County of *Derby*, thereby settled, limited and assured, and which are respectively mentioned or described in the First and Second Schedules hereunto annexed as aforesaid: And whereas by an Indenture of Bargain and Sale, which was duly inrolled in the said Court of Chancery, and registered at *Wakefield* in the County of *York*, bearing Date on or about the Twenty-third Day of *January* One thousand eight hundred and seventeen, and made or expressed to be made between the said *John Simpson* (Party to the said herein-before recited Indentures) of the First Part, the said *Henry Bridgeman Simpson* of the Second Part, the said *Charles Hodges Ware* of the Third Part, the said *Charles Heaton* of the Fourth Part, *Robert Snow* and *Charles Heaton* of the Fifth Part, and the said *George Augustus Frederick Henry* Earl of *Bradford*, then Lord Viscount *Newport*, and *Charles Anderson*, now Earl of *Yarborough*, then the Honourable *Charles Anderson Pelham*, of the Sixth Part, (being a Settlement made of the Estate and Hereditaments therein comprised, and in part next herein-after mentioned, which immediately prior to the Execution of the now-reciting Indenture stood limited at Law or in Equity, under or by virtue of the said respective Wills of the said Testators, the Reverend *John Simpson* and *William Simpson* deceased, to the Use of or in Trust for the said *John Simpson* for his Life, with Remainder immediately expectant on his Decease to the Use of or in Trust for the said *Henry Bridgeman Simpson*, for an Estate in Tail Male, with divers Remainders over,) and by virtue of a Common Recovery duly suffered, in pursuance of the said last-mentioned Indenture, in the said Court of Common Pleas, in *Hilary* Term in the Fifty-seventh Year of the Reign of His late Majesty King *George* the Third, all that the Manor or Lordship of *Westhall* in *Stainford* in the County of *York*, with its Rights, Members, and Appurtenances, and all and singular the Freehold Messuages, Farms, Lands, Tenements, Hereditaments, and Premises late of the said Testator *William Simpson* deceased, situate, lying, and being at *Stainford* aforesaid (which said Manor or Lordship and other Hereditaments and Premises are more particularly mentioned and described in the Second Schedule hereunto annexed), were (together with other Hereditaments) limited, settled, and assured to such Uses, and upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers of joint and sole Appointment, and other Powers, Provisoos, Limitations, Declarations, and Agreements, as in the said Indenture now in recital are expressed, declared, and contained of and concerning the same, which in all respects are the same as and correspond with the several Uses, Trusts, Intents, and Purposes, Powers (including the said joint Power of Appointment limited to the said *John Simpson* and *Henry Bridgeman Simpson* during their joint Lives, and the said sole Power of Appointment limited to the said *Henry Bridgeman Simpson* after the Decease and in the event of his surviving the said *John Simpson*, his Father), and other Powers, Provisoos, Limitations, Declarations, and Agreements herein-before set forth and referred to, and mentioned to be declared or contained in and by the said Two herein-before recited Indentures, dated respectively the Eleventh Day of *November* One thousand eight hundred

hundred and sixteen, of and concerning the several Manors and other Hereditaments in the said Counties of *Derby* and *Nottingham*, thereby respectively settled, limited, and assured as aforesaid, and which respectively are mentioned or described in the First and Second Schedules hereunto annexed: And whereas by Indentures of Lease and Release and Settlement, duly registered at *Wakefield* aforesaid, bearing Date respectively on or about the Second and Third Days of *June* One thousand eight hundred and seventeen, the Release and Settlement being made or expressed to be made between the said *John Simpson* of the First Part, the said *Henry Bridgeman Simpson* of the Second Part, the said *Robert Snow* and *Charles Heaton* of the Third Part, the said *John Heaton* of the Fourth Part, the said *George Augustus Frederick Henry* Earl of *Bradford*, then Lord Viscount *Newport*, and the said *Charles Anderson* Earl of *Yarborough*, then the Honourable *Charles Anderson Pelham*, of the Fifth Part, and the Right Honourable *Charles* late Lord *Yarborough* and the Right Honourable *George Henry Cavendish* commonly called Lord *George Henry Cavendish* (both since deceased), of the Sixth Part, it is witnessed, that in consideration of the natural Love and Affection which the said *John Simpson* had for the said *Henry Bridgeman Simpson* his Son, and for settling and assuring the Manor or Lordship and other Hereditaments firstly therein-after mentioned and released to the Uses and in the Manner therein-after expressed, and in consideration of the Bargain and Sale, Assignment and Release lastly therein-after expressed, and for divers other good Causes and Considerations him the said *John Simpson* thereto moving, the said *John Simpson* did grant, bargain, sell, release, and confirm unto the said *George Augustus Frederick Henry* Earl of *Bradford* and *Charles Anderson* Earl of *Yarborough*, and their Heirs, all that the Manor or Lordship of *Bilton* in the County of *Warwick*, with its Rights, Royalties, and Appurtenances, and divers Messuages, Lands, Tenements, Hereditaments, and Estates situate, lying, and being in the Parish of *Bilton* aforesaid in the same County, and also divers Messuages, Lands, Tenements, Tithes, Compositions, Rents in lieu of Tithes, Hereditaments, and Estates, respectively situate, lying, and being, growing and arising in and out of the several Parishes or Townships of *Clareborough*, *Eaton*, *West Retford*, *Tilne*, *Babworth*, *Elksley*, *Dunham*, *Welham*, *Moorgate*, *Bolham*, and *Hayton*, all in the County of *Nottingham*, which said Manor or Lordship and other Estate and Hereditaments, at or previously to the Date of the said Indenture now in recital, were absolutely vested in and belonged to the said *John Simpson*, for an Estate of Inheritance in Fee Simple in Possession, subject only, as to the said Manor or Lordship of *Bilton* and other the aforesaid Hereditaments in the County of *Warwick*, as therein and herein-after mentioned (all which said last-mentioned Manor or Lordship, and other Hereditaments and Premises, are more particularly mentioned or described in the First Schedule hereunto annexed, save and except the Capital Messuage or Mansion House called *Bilton Hall*, with the Appurtenances, and certain other Parts of the said last-mentioned Hereditaments herein-after mentioned to be comprised in the Indenture of Settlement of the Eighteenth Day of *August* One thousand eight hundred and thirty, secondly herein-after

Indentures  
of Lease and  
Release,  
2d and 3d  
June 1817.

herein-after recited, and which are mentioned or described in the Third Schedule hereunto annexed), to hold the said Manor or Lordship and other Hereditaments and Premises, with their and every of their Rights, Members, Royalties, and Appurtenances, unto the said *George Augustus Frederick Henry* now Earl of *Bradford* and *Charles Anderson* now Earl of *Yarborough*, their Heirs and Assigns, subject nevertheless, as to the said Manor or Lordship of *Bilton* and other the said Hereditaments in the County of *Warwick* aforesaid therein-before granted and released to the Payment of a yearly Rent charge of Seven hundred and thirty Pounds, granted by way of Jointure unto or for the Honourable *Grace Simpson*, the present Wife of the said *John Simpson*, during her Life, in case she should survive him, to and for the several Uses, and upon the several Trusts, and with, under, and subject to the several Powers, Provisoos, Declarations, and Agreements therein-after contained concerning the same; and after reciting in the now-reciting Indenture the said Indenture of Bargain and Sale of the Eleventh Day of *November* One thousand eight hundred and sixteen, firstly herein-before recited, and the Common Recovery suffered in pursuance thereof, so far as the same Indenture of Bargain and Sale and Recovery relate to the Messuages, Farms, Lands, and Hereditaments next therein-after particularly described, and granted and released and confirmed, and a Limitation thereof contained in the said Indenture of Bargain and Sale to the Use of the said *Robert Snow* and *Charles Heaton*, their Heirs and Assigns, in Trust for Sale, with a Direction to apply the Monies to arise by Sale thereof upon certain Trusts therein mentioned, for the absolute Benefit of the said *John Simpson* and *Henry Bridgeman Simpson*; and reciting, as the Fact was, that the said *John Simpson* and the said *Henry Bridgeman Simpson* his Son were desirous that the said Messuages, Farms, Lands, and Hereditaments next therein-after described, and granted and released, should not be sold under the Trusts of the said last-mentioned Indenture of Bargain and Sale, but instead thereof should be conveyed and settled to the Uses, upon the Trusts, and for the Ends, Intents, and Purposes therein-after limited and declared concerning the same; and that the said *John Simpson* and *Henry Bridgeman Simpson* his Son had applied to and requested the said *Robert Snow* and *Charles Heaton* to make such Conveyance thereof accordingly, as therein-after mentioned; it is by the now-reciting Indenture further witnessed, that in pursuance of the Premises, and for the Considerations therein and herein-before mentioned, and for settling and assuring the Hereditaments next therein-after described to the several Uses, and upon the Trusts, and subject to the several Powers, Provisoos, and Agreements therein-after limited of and concerning the same, the said *Robert Snow* and *Charles Heaton*, and each of them, by the Direction of the said *John Simpson* and *Henry Bridgeman Simpson*, and so far as they lawfully could, did bargain, sell, and release, and the said *John Simpson* and *Henry Bridgeman Simpson*, and each of them, did grant, release, and confirm, unto the said *George Augustus Frederick Henry* now Earl of *Bradford* and *Charles Anderson* now Earl of *Yarborough*, their Heirs and Assigns, all those Freehold Messuages or Tenements and Farms, with all and singular the Lands, Closes, Grounds,  
and



and Hereditaments to the same belonging, and therewith enjoyed, of them the said *John Simpson* and *Henry Bridgeman Simpson*, situate, lying, or being in the Parish of *Fishlake* in the County of *York*, and then or then late in the several Occupations of *Joseph Birks* and *John Bladwith*, (which said last-mentioned Messuages, Lands, and other Hereditaments and Premises are Part of the Hereditaments mentioned in the Second Schedule hereunto annexed, and are therein more particularly described,) to hold the same Hereditaments and Premises, with their and every of their Appurtenances, unto the said *George Augustus Frederick, Henry* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, their Heirs and Assigns, to the several Uses, and upon the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Declarations, and Agreements therein-after declared concerning the same; and it is by the now-reciting Indenture declared and agreed, that the said Manor or Lordship, Capital Messuage or Mansion House, Messuages, Tenements, Farms, Lands, Tithes, Rents, Hereditaments, and all other the Premises therein-before respectively mentioned, and therein firstly and secondly granted, released, and confirmed as aforesaid, were so granted, released, and confirmed, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the said *John Simpson* and *Henry Bridgeman Simpson* his eldest Son should by any Deed or Deeds, Instrument or Instruments in Writing, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time or at any Time direct or appoint; and in default of and until any such Direction or Appointment, and so far as any such Direction or Appointment should or might not extend, to the Use, Intent, and Purpose that the said *Henry Bridgeman Simpson* should and might, yearly and every Year during the joint Lives of himself and the said *John Simpson* his Father, have, receive, and take One annual Rent-charge or Sum of Five hundred Pounds of lawful Money of *Great Britain*, to be charged upon and yearly issuing out of all and singular the Manor and other Hereditaments therein-before respectively granted, released, and confirmed, with their Appurtenances, and to be paid quarterly, and without Deduction, as therein mentioned, the first Payment to be made on such of the quarterly Days therein mentioned as should then first happen, together with the usual Powers of Distress and Entry, and Perception of Rents and Profits of the same Manor and other Hereditaments, for recovering the said annual Charge or Sum when in arrear; and it was by the said Indenture now in recital declared and agreed, that, subject and charged as therein-before and herein-before is mentioned, the said Manors and other Hereditaments respectively therein-before granted and released should be and remain to the Use of the said *Charles* late Lord *Yarborough* and Lord *George Henry Cavendish*, both since deceased, their Executors, Administrators, and Assigns, for One hundred Years, to commence from the Date thereof, without Impeachment of Waste, upon certain Trusts therein-after mentioned for further securing the due Payment of the said annual Rent-charge or Sum of Five hundred Pounds to the said *Henry Bridgeman Simpson*, and subject to a Proviso therein contained for Cesser of the said Term

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upon the Trusts thereof being completed or becoming incapable of taking effect; with Remainder, after the Expiration or other sooner Determination of the said Term, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *John Simpson* and his Assigns for his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, and their Heirs, during the Life of the said *John Simpson*, in Trust for him, and by the usual Ways and Means to preserve the contingent Remainders therein-after limited from being defeated or destroyed; with Remainder, after the said *John Simpson's* Death, to the Use of the said *Henry Bridgeman Simpson* and his Assigns, for his natural Life, without Impeachment of Waste; with Remainder to the Use of the said last-named Trustees, and their Heirs, during the Life of the said *Henry Bridgeman Simpson*, in Trust for him, and to preserve the contingent Remainders therein-after limited; with Remainder, from and after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, to the Use of the First and every other Son of the Body of the said *Henry Bridgeman Simpson*, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such Issue, to the Use of all and every other the Sons and Son then born or thereafter to be born to him the said *John Simpson*, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such Issue, to the Use of the said *John Simpson* and *Henry Bridgeman Simpson*, their Heirs and Assigns for ever; and in the now reciting Indenture are contained a Proviso or Power enabling the said *John Simpson* during his Life, and after his Decease the said *Henry Bridgeman Simpson* during his Life, and after the Decease of the Survivor of them enabling the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Child or Children who by virtue of any of the Limitations therein-before contained should be entitled to any Estate of Freehold or Inheritance in the said Manor and other Hereditaments, to lease the same or any Part thereof upon Building Leases for any Term not exceeding Ninety-nine Years, under the usual Restrictions, and also a Proviso or Power enabling the same respective Persons to grant Farming Leases of the said Manor and other Hereditaments, or any Part thereof, for any Term not exceeding Twenty-one Years, under the usual Restrictions, and also the usual Proviso or Power enabling the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, by the Direction of the said *John Simpson* during his Life, and after his Decease by the Direction of the said *Henry Bridgeman Simpson*, during his Life, and after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson* then by the Direction of the Person for the Time being seised of or entitled to the actual Freehold of the said Manor and other Hereditaments, to sell or exchange all or any Part of the said Manor and other Hereditaments, and for that Purpose to revoke the subsisting Uses and Trusts, and to declare other Uses or Trusts of the Hereditaments sold or exchanged, and to give Receipts for the Purchase Money, with

with a Direction to apply the Money to arise by such Sales, or to be received for Equality of Exchange, towards the Discharge of Incumbrances (if any) upon the said Estate, and to lay out the Surplus thereof in the Purchase of other Manors and Hereditaments to be settled to the same Uses and Trusts, and to invest such Money, until so applied and laid out, in Real or Government Securities, upon the same Trusts; and after reciting in the now-reciting Indenture that by an Indenture of Demise bearing Date on or about the Eleventh Day of *December* One thousand eight hundred and five, and made between the Reverend *Scrope Berdmore* D.D., Prebendary of the Prebend of *Eaton* in the County of *Nottingham*, of the First Part, the said *John Heaton* of the Second Part, and *William Skinner* and *Isaac Wilkinson* Esquire of the Third Part, the said *Scrope Berdmore*, for the Considerations therein mentioned, demised, granted, and to farm let unto the said *John Heaton* all that the Prebend of *Eaton* aforesaid and the Rectory or Parsonage of *Eaton* aforesaid, by what Name or Names soever the same then was or were reputed or known, and also all Messuages, Houses, Buildings, Glebe Lands, Tithes, Tenths of Corn and Hay, and all other Tithes, Rents, Pensions, Profits, Commodities, Advantages, and Emoluments whatsoever, lying and being within the several Parishes of *Eaton* and *Ordsall* or elsewhere in the said County of *Nottingham*, to the said Prebend, Rectory, or Parsonage of *Eaton* aforesaid belonging or in anywise appertaining, (excepting to the said *Scrope Berdmore* and his Successors, Prebendary or Prebendaries of *Eaton* aforesaid, the Advowson and Right of Presentation, Disposition, and free Gift of the Vicarage of *Eaton* aforesaid,) and which said Leasehold Premises, by virtue of the said Will of the said *William Simpson* the Testator, deceased, stood limited in Equity, at the Date of the now-reciting Indenture of Lease, to the Use of or in Trust for the said *John Simpson* for his Life, with Remainder immediately expectant upon his Death to the Use of or in Trust for the said *Henry Bridgeman Simpson*, for an Estate in Tail Male, with divers Remainders over, and the same are more particularly mentioned or described in the First Schedule hereunto annexed, to hold the same Premises, except as therein-before excepted, unto the said *John Heaton*, his Heirs and Assigns, for and during the natural Lives of *Lawrence Dundas*, therein described, of the said *John Simpson*, and of the said *Henry Bridgeman Simpson*, and for and during the Life of the longest Liver of them, under the yearly Rent of Ten Pounds; and further reciting, that the Name of the said *John Heaton* was used in the said recited Indenture of Lease in Trust for the said *John Simpson* and *Henry Bridgeman Simpson*, or One of them, and that the said *John Simpson* and *Henry Bridgeman Simpson* had agreed to settle the said Prebend, Rectory, and other the Hereditaments comprised in and demised by the said therein recited Indenture of Lease, with their Appurtenances, upon such Trust, and so far or as near as the Nature of the Property would admit, as would correspond with the Uses, Trusts, Intents, and Purposes, Powers, Declarations, and Agreements, to which the said Manor or Lordship and other Hereditaments therein-before released were thereby settled, and had requested the said *John Heaton* to convey the said Leasehold Premises in the Manner therein-after expressed; it is by the now reciting Indenture further witnessed, that for carrying the said Purpose into execution the said *John Heaton*, by the Direction of the said

*John*

*John Simpson* and the said *Henry Bridgeman Simpson*, granted, bargained, sold, and released, and the said *John Simpson* and *Henry Bridgeman Simpson* ratified and confirmed, unto the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, and to their Heirs and Assigns, the said Prebend, Rectory, Messuages, Lands, Tithes, Hereditaments, and all and singular the Premises comprised in and demised by the said recited Indenture of Lease of the Eleventh Day of *December* One thousand eight hundred and five, as therein-before and herein-before mentioned, with their Appurtenances, and all their Interest therein, to hold the same Premises unto and to the Use of the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, their Heirs and Assigns, during the natural Lives of the said *Lawrence Dundas* and the said *John Simpson* and *Henry Bridgeman Simpson*, the Nominees in the said recited Lease, and during the Life of the longest Liver of them, subject to the Rent, Reservations, and Covenants in the said Indenture of Lease reserved and contained, and upon such Trusts, Intents, and Purposes, and with, under, and subject to such joint Power of Appointment in the said *John Simpson* and *Henry Bridgeman Simpson*, and such other Powers, and subject to such Provisoes Limitations, Declarations, and Agreements, regard being had to the Nature and Tenure of the said Estates, as were therein-before declared and herein-before mentioned concerning the Fee Simple Hereditaments therein-before granted, or as near to the same respectively as the Circumstances of the Case and the Nature and Quality of the Estates would admit, with such further Trust for the Renewal by the said Trustees of the subsisting Leases of the said Leasehold Premises during the Continuance of the said Trusts thereby created, and such Declaration for the Indemnity of the same Trustees in respect of such Renewal, as therein particularly mentioned, and the said Trustees were thereby directed to stand seised of the said Hereditaments to be comprised in any such renewed Leases upon such Trusts as would best correspond with the Trusts which by the now-reciting Indenture were declared of the said Fee Simple Estates therein-before released as aforesaid; and in the now-reciting Indenture is contained the usual Power to appoint new Trustees in the usual Events in the Place of the said Trustees thereby appointed, or any succeeding Trustees, and the usual Proviso for the Indemnity of such Trustees: Provided also, and it was by the same Indenture declared and agreed, by and amongst the Parties thereto, that if the said *Henry Bridgeman Simpson* should survive the said *John Simpson*, then and in such Case it should be lawful for the said *Henry Bridgeman Simpson*, having then survived the said *John Simpson*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him after the Decease of the said *John Simpson* sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils to the same, to be by him, after such the Decease of the said *John Simpson*, signed and published in the Presence of and attested by Three or more credible Witnesses, to alter, vary, revoke, determine, or make void all and every or any of the Uses, Trusts,

Trusts, Powers, Provisoos, Declarations, and Agreements therein-before contained, and herein-before mentioned, concerning the Manor and other Hereditaments respectively thereby granted, released, and confirmed, either so far as the same affected or respected all the said Hereditaments, or so far as the same respected Part of the said Hereditaments, and by the same or any other Deed or Deeds, Instrument or Instruments in Writing, so to be by the said *Henry Bridgeman Simpson* sealed and delivered, and so to be attested as therein and herein before mentioned, or by his last Will and Testament, or any Codicil or Codicils thereto to be by him signed and published, and so to be attested as therein and herein before mentioned, to direct and appoint that the Hereditaments the Uses or Trusts of which should be so revoked or made void, as therein and herein before mentioned, should be and remain to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the said *Henry Bridgeman Simpson* should think proper: Provided also, and it was thereby further declared and agreed, that if the said *Henry Bridgeman Simpson* should depart this Life in the Lifetime of the said *John Simpson*, without Issue Male of his Body entitled or inheritable under the Limitations therein contained and herein-before mentioned, then and in such Case it should be lawful for the said *John Simpson*, having so survived the said *Henry Bridgeman Simpson*, with the Consent in Writing of the Son of his Body for the Time being seised or entitled, under the Limitations therein-before contained, to an Estate in Tail Male in the Fee Simple Hereditaments expectant on the Decease of the said *John Simpson*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation or new Appointment, to be by him the said *John Simpson* sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to alter, vary, revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, Provisoos, Declarations, and Agreements therein-before contained concerning the same Manor and other Hereditaments respectively thereby granted, either so far as the same affected or respected all the said Hereditaments, or so far as the same respected Part of the said Hereditaments, and by the same Deed, or any other Deed or Deeds, Instrument or Instruments in Writing, so to be by him the said *John Simpson* sealed and delivered, and so to be attested as before mentioned, to direct and appoint that the Hereditaments, the Uses or Trusts of which should be so revoked or made void as therein-before is mentioned, should be and remain to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements, as he the said *John Simpson*, and such Son of his Body as before mentioned, should think proper; and there is also contained in the same Indenture a Declaration that all Persons in whom the Manors and other Hereditaments thereby granted then were or should be vested for any Estate, or who had or should have any Charge or Lien upon the same at Law or in Equity, except and subject as appeared by the now-reciting Indenture, should stand possessed of the same in Trust to attend the Uses, Trusts, Intents, and Purposes, Powers, Provisoos, Declarations, and Agreements therein-before contained, so as to be subservient to the same, and so as to protect the

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same from mesne Incumbrances, if any there might be ; and, save as herein-before mentioned or referred to, the now-reciting Indenture contains no other Use, Trust, Power, Proviso, Declaration, or Agreement concerning the said Freehold or Leasehold Hereditaments and Premises thereby settled as aforesaid : And whereas by a Deed Poll bearing Date on or about the Twenty-sixth Day of *January* One thousand eight hundred and twenty-five, which was indorsed on the said herein-before recited Indenture of Release and Settlement of the Third Day of *June* One thousand eight hundred and seventeen, and which was duly executed by the said *John Simpson* and *Henry Bridgeman Simpson*, and attested in conformity with the Requisitions of the joint Power contained in the said last-mentioned Indenture of Release and Settlement, and intended to be exercised by the same Deed Poll, after thereby reciting that the said *John Simpson* and *Henry Bridgeman Simpson* were desirous and had determined, in the Execution of the joint Power of Appointment to them given and reserved in and by the therein within-written Indenture, to make a joint Appointment of all and every the Manors or Lordships, Messuages, Lands, Tenements, Prebend, Rectory, Tithes, Compositions, Rents, and Hereditaments comprised in the said therein within-written Indenture, and thereby granted, released, and conveyed, to take effect in Possession after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and in the event of Failure of Issue Male of the said *Henry Bridgeman Simpson*, but subject and without prejudice to the several preceding Uses and Estates in favour of the said *John Simpson* and *Henry Bridgeman Simpson*, and the Issue Male of the said *Henry Bridgeman Simpson*, created and subsisting, and by the therein within-written and herein-before recited Indenture declared of and concerning the same Hereditaments and Premises, it was by the now-stating Deed Poll witnessed, that in execution of such Determination, and for divers good and sufficient Causes and Considerations them thereunto moving, they the said *John Simpson* and *Henry Bridgeman Simpson*, by force and virtue of the Power and Authority to them given and reserved in and by the therein within-written Indenture, and of all and every other Power and Authority, Powers and Authorities, in them vested, or them enabling thereunto, did, and each of them did, by that their Deed or Instrument in Writing, by them sealed and delivered in the Presence of the Two credible Persons whose Names were intended to be thereon indorsed as Witnesses attesting their due Execution thereof, direct and appoint that the Manor or Lordship, or reputed Manor or Lordship, and all and every Messuages, Lands, Compositions, Rents, Tithes, Tenements, Hereditaments, and Premises comprised in the therein within-written Indenture, and thereby firstly and secondly granted and released, or intended so to be, with the Rights, Members, and Appurtenances thereunto belonging (the same being Part of the Hereditaments respectively mentioned or described in the First, Second, and Third Schedules hereunto annexed), should, from and immediately after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and Failure of Issue Male of the said *Henry Bridgeman Simpson*, (but subject nevertheless and without Prejudice to the preceding Estates, Charges, and Interests, in and by the therein within-written Indenture limited in Use to or in favour of

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the said *John Simpson* and *Henry Bridgeman Simpson* respectively, and the Issue Male of the said *Henry Bridgeman Simpson*,) stand limited and assured, and the therein within-written Indenture should accordingly, subject as aforesaid, thenceforth be and enure, and the said therein within-named *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, their Heirs and Assigns, should accordingly stand seised of and interested in the same several Hereditaments and Premises to the Uses, upon the Trusts, and for the Intents and Purposes therein-after expressed and declared or referred to of and concerning the same; (that is to say,) as to and concerning the said Hereditaments and Premises, in case the said *John Simpson* should survive the said *Henry Bridgeman Simpson*, to the Use of such Person or Persons, and for such Estate and Estates, and so charged, and to and for such Ends; Intents, and Purposes, and with, under, and subject to such Limitations, Powers, Provisoos, and Agreements, and in such Manner and Form in all respects as the said *John Simpson*, in case he should so survive the said *Henry Bridgeman Simpson*, by any Deed or Deeds, Instrument or Instruments in Writing, either with or without Power of Revocation and new Appointment, by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil thereto, or any Writing purporting to be or in the Nature of his Will and Codicil, by him signed and published in the Presence of and attested by Three or more credible Witnesses, should direct or appoint; and in default of such Direction or Appointment, or in case any such should be made which should not be a complete Appointment of the whole of the said Hereditaments and Premises, and the entire Fee Simple therein, then as to such Parts thereof, and all such Estate and Interest therein, whereof no such Direction or Appointment should be made, and in the meantime subject thereto, or in case the said *John Simpson* should not survive the said *Henry Bridgeman Simpson*, then as to and concerning the said Hereditaments and Premises, from and immediately after such the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and Failure of Issue Male of the said *Henry Bridgeman Simpson* as aforesaid, to the Use of *John Bridgeman Simpson*, the Second Son of the said *John Simpson*, and his Assigns for his Life, without Impeachment of Waste, (voluntary Waste in pulling down Houses, except for the Purpose of rebuilding the same, only excepted,) and with such Powers as therein-after expressed; with Remainder to the Use of the said Earl of *Bradford* and Earl of *Yarborough*, and their Heirs, during the Life of the said *John Bridgeman Simpson*, upon the usual Trusts to preserve the contingent Remainders therein-after limited from being defeated or destroyed; with Remainder, after the Death of the said *John Bridgeman Simpson*, to the Use of the First and other Sons of the Body of the said *John Bridgeman Simpson* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such last-mentioned Issue, to the Use of *Arthur Bridgeman Simpson* (since deceased), the Third Son of the said *John Simpson*, and his Assigns for his natural Life, without Impeachment of Waste, except as aforesaid, and with such Powers as therein-after expressed; with Remainder to the Use of the same Trustees and their Heirs during the

the Life of the said *Arthur Bridgeman Simpson*, in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Arthur Bridgeman Simpson*, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such last-mentioned Issue, to the Use of the said *William Bridgeman Simpson*, the Fourth Son of the said *John Simpson*, and his Assigns for his Life, without Impeachment of Waste, except as aforesaid, with such Powers as therein-after expressed; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *William Bridgeman Simpson*, upon the usual Trusts to preserve the contingent Remainders therein-after limited from being defeated or destroyed; with Remainder, after the Decease of the said *William Bridgeman Simpson*, to the Use of the First and other Sons of the Body of the said *William Bridgeman Simpson*, severally and successively according to their respective Seniorities in Tail Male; and in default of such last mentioned Issue, to the Use of the Fifth, Sixth, and all and every other Son and Sons of the Body of the said *John Simpson* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with the ultimate Remainder, in default of such last-mentioned Issue, to the Use of the said *John Simpson* and *Henry Bridgeman Simpson*, and their Heirs and Assigns for ever, and to, for, and upon no other Use, Intent, or Purpose whatsoever; and by the now-reciting Deed Poll the said *John Simpson* and *Henry Bridgeman Simpson*, in the Manner aforesaid, limited and created certain Powers enabling the said *John Bridgeman Simpson*, *Arthur Bridgeman Simpson*, and *William Bridgeman Simpson*, when and as they should respectively become entitled in Possession to the said Manor and other Hereditaments, and also enabling the said Earl of *Bradford* and Earl of *Yarborough*, and the Survivor of them, his Executors, Administrators, or Assigns, during the Minority of any Person entitled under any of the Limitations herein-before mentioned to an Estate of Freehold or Inheritance in the same Premises, to demise all or any Part of the same Manor and other Hereditaments and Premises upon Building Leases for Terms not exceeding Ninety-nine Years, and upon Farming Leases for Terms not exceeding Twenty-one Years, under the usual Restrictions; and by the now-reciting Deed Poll the said *John Simpson* and *Henry Bridgeman Simpson* thereby, in manner aforesaid, limited and created certain other Powers enabling the said *John Bridgeman Simpson*, *Arthur Bridgeman Simpson*, and *William Bridgeman Simpson* respectively, when and as they should respectively be in Possession of the said Manor and other Hereditaments and Premises, to charge the same Premises with annual Sums not exceeding Eight hundred Pounds a Year, for the Jointures of their respective Wives, and with gross Sums not exceeding Ten thousand Pounds, for the Portions of their respective younger Children, with the usual Remedies for securing and raising such Jointures and Portions in the Manner in the said Deed Poll more particularly mentioned; and it is by the now-reciting Deed Poll further witnessed, that in further Execution of the aforesaid Determination of them the said *John Simpson* and *Henry Bridgeman Simpson*, and in execution of the Power and Authority, Powers and Authorities, to them reserved, in them vested, or them enabling as therein aforesaid, the said *John Simpson*



*Simpson* and *Henry Bridgeman Simpson* did, and each of them did, by that their Deed or Instrument in Writing by them so sealed and delivered, and so attested as therein aforesaid, direct and appoint that all that and those the Prebend, Rectory, Messuages, Lands, Tenements, Tithes, Hereditaments, and Premises comprised in and demised by the said Indenture of Lease therein within recited, and dated the Eleventh Day of *December* One thousand eight hundred and five, and which by the therein within-written Indenture were released and conveyed to the Use of the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, their Heirs and Assigns, during the Lives therein mentioned, and upon such Trusts, Intents, and Purposes, and with, under, and subject to such joint Powers of Appointment in the said *John Simpson* and *Henry Bridgeman Simpson*, and such other Powers, Provisoos, Declarations, and Agreements as were therein-before declared concerning the Fee Simple Hereditaments therein-before mentioned, (the said Leasehold Premises being Part of the Premises mentioned or described in the First Schedule hereunto annexed,) should from and immediately after such the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and Failure of Issue Male of the said *Henry Bridgeman Simpson*, as aforesaid, remain, continue, and be vested in the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, their Heirs and Assigns, and that they should accordingly stand seised thereof and interested therein, subject nevertheless and without Prejudice to the Trusts in and by the therein within-written Indenture declared for the Renewal of the Lease under which the said Premises were holden, upon and for such or the like Trusts, Intents, and Purposes as were therein-before directed and appointed, or as might best and most nearly correspond with the Uses, Trusts, Intents, and Purposes therein-before created, declared, and appointed to take effect from and immediately after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and Failure of Issue Male of the said *Henry Bridgeman Simpson*, as aforesaid, of and in the several Manors or Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises, being Freehold of Inheritance, in and by the therein within-written Indenture granted and released, and by the now-reciting Indenture firstly limited and appointed as aforesaid: Provided always, and the said *John Simpson* and *Henry Bridgeman Simpson* did, and each of them did, by the now-reciting Deed Poll, further in manner aforesaid direct and appoint, that the said Deed Poll now in recital, or any thing therein contained, should in nowise operate or enure so as to defeat or prejudice all or any or either of the several Powers, Provisoos, Declarations, Covenants, and Agreements in the within-written Indenture expressed and contained of and concerning the said several Hereditaments and Premises therein comprised, and by the said Deed Poll appointed as aforesaid, but notwithstanding the Appointment therein-before made and contained all and every the same Powers, Provisoos, Declarations, Covenants, and Agreements, so far as the same might be consistent with the Uses and Trusts therein-before raised and created, should remain and continue in full force and virtue, and

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the said Deed Poll now in recital contained no other Proviso, Direction, or Appointment than as herein-before mentioned or referred to: And whereas by a Deed Poll, bearing Date on or about the Twenty-seventh Day of *January* One thousand eight hundred and twenty-five, which was duly executed by the said *John Simpson* and *Henry Bridgeman Simpson*, and attested in conformity with the Requisitions in that Behalf contained in the several joint Powers which were intended to be exercised thereby, as herein-after mentioned, after reciting the said Indenture of Bargain and Sale and Settlement of the Eleventh Day of *November* One thousand eight hundred and sixteen, firstly herein-before recited, and the said other Indenture of Bargain and Sale and Settlement of the same Eleventh Day of *November* One thousand eight hundred and sixteen, secondly herein-before recited, and the said herein-before recited Indenture of the Twenty-third Day of *January* One thousand eight hundred and seventeen, and the several Recoveries suffered in pursuance of such respective Indentures as aforesaid, as or to the Effect herein-before recited; and reciting that the said *John Simpson* and *Henry Bridgeman Simpson* were desirous and had determined, in the Execution of the joint Powers of Appointment to them given and reserved in and by the said Three several Indentures therein-before recited, to make a joint Appointment of all and every the Manors or Lordships, Messuages, Lands, Tenements, Advowsons, Rectories, Tithes, Rents, Mines, and Hereditaments therein-before mentioned, and comprised in the said Three several therein-before recited Indentures, and thereby and by the Recoveries suffered in pursuance thereof limited and assured as therein aforesaid, (the same being respectively Part of the Hereditaments comprised in the First and Second Schedules hereunto annexed, and therein respectively mentioned or described,) to take effect in Possession after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and in the event of Failure of Issue Male of the said *Henry Bridgeman Simpson*, but subject and without Prejudice to the several preceding Uses and Estates in favour of the said *John Simpson* and *Henry Bridgeman Simpson*, and the Issue Male of the said *Henry Bridgeman Simpson*, created and subsisting, and by the same several Indentures respectively declared of and concerning the same Hereditaments and Premises, it was by the now-reciting Deed Poll witnessed, that in execution of such Determination, and for divers good and sufficient Causes and Considerations them thereunto moving, they the said *John Simpson* and *Henry Bridgeman Simpson*, by force and virtue of the several Powers and Authorities to them given and reserved in and by the said Three several therein and herein before recited Indentures, and of all and every other Power and Authority, Powers and Authorities, in them vested, or them enabling thereunto, did and each of them did by that their Deed or Instrument in Writing, by them respectively sealed and delivered in the Presence of the Two credible Persons whose Names were intended to be thereon indorsed as Witnesses attesting their due Execution thereof, direct and appoint, that all and every the Manors or Lordships, Messuages, Lands, Advowsons, Rectories, Rents, Tithes, Mines, Tenements, Hereditaments, and Premises comprised in the said Three several therein-recited Indentures, and thereby granted, bargained, and sold, and then subject to their joint Appointment, as therein-before mentioned, with the Rights,  
Members,

Members, and Appurtenances thereunto belonging, (the same being Part of the Hereditaments respectively mentioned or described in the First and Second Schedules hereunto annexed), should, from and immediately after the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and Failure of Issue Male of the said *Henry Bridgeman Simpson*, but subject nevertheless and without Prejudice to the preceding Estates and Interests in and by the said Three several therein-before recited Indentures respectively limited in Use to or in favour of the said *John Simpson* and *Henry Bridgeman Simpson* respectively, and the Issue Male of the said *Henry Bridgeman Simpson*, stand limited and assured, and the said Three several therein-recited Indentures, and the several Recoveries suffered in pursuance thereof, should accordingly, subject as aforesaid, thenceforth be and enure, and the said *George Augustus Frederick Henry Bridgeman* now Earl of *Bradford* and *Charles Anderson Pelham* now Earl of *Yarborough*, their Heirs and Assigns, should stand seised of and interested in the same several Hereditaments and Premises, to the Uses, upon the Trusts, and for the Intents and Purposes therein-after expressed and declared or referred to of and concerning the same; (that is to say,) as to and concerning the said Hereditaments and Premises in case the said *John Simpson* should survive the said *Henry Bridgeman Simpson*, to the Use of such Person or Persons, and for such Estate and Estates, and so charged and chargeable, and to and for such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Limitations, Powers, Provisoos, and Agreements, and in such Manner and Form in all respects as he the said *John Simpson*, in case he should so survive the said *Henry Bridgeman Simpson*, should by any Deed or Deeds, Instrument or Instruments in Writing, either with or without Power of Revocation and new Appointment, by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil thereto, or any Writing purporting to be or in the Nature of his Will or Codicil, by him signed and published in the Presence of and attested by Three or more credible Witnesses, should direct or appoint; and in default of such Direction or Appointment, or in case any such should be made which should not be a complete Appointment of the whole of the said Hereditaments and Premises, and the entire Fee Simple therein, then as to such Parts thereof, and all such Estate and Interest therein, whereof no such Direction or Appointment should be made, and in the meantime subject thereto, or in case the said *John Simpson* should not survive the said *Henry Bridgeman Simpson*, then as to and concerning the said Hereditaments and Premises, from and immediately after such the Decease of the Survivor of them the said *John Simpson* and *Henry Bridgeman Simpson*, and Failure of Issue Male of the said *Henry Bridgeman Simpson* as aforesaid, to the Use of the said *John Bridgeman Simpson*, Second Son of the said *John Simpson*, and his Assigns, for his Life, without Impeachment of Waste, (voluntary Waste in pulling down Houses, except for the Purpose of rebuilding the same, only excepted); with Remainder to the Use of the said Earl of *Bradford* and Earl of *Yarborough*, and their Heirs, during the Life of the said *John Bridgeman Simpson*, upon the usual Trusts to preserve the contingent Remainders therein-after limited from being defeated or destroyed;

stroyed; with Remainder, after the Death of the said *John Bridgeman Simpson*, to the Use of the First and other Sons of the said *John Bridgeman Simpson*, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such Issue, to the Use of the said *Arthur Bridgeman Simpson* (since deceased), the Third Son of the said *John Simpson*, and his Assigns for his Life, without Impeachment of Waste, except as aforesaid; with Remainder to the Use of the said last-named Trustees and their Heirs, during the Life of the said *Arthur Bridgeman Simpson*, in Trust to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Arthur Bridgeman Simpson*, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such Issue, to the Use of the said *William Bridgeman Simpson*, the Fourth Son of the said *John Simpson*, and his Assigns, for his Life, without Impeachment of Waste, except as aforesaid; with Remainder to the Use of the same Trustees and their Heirs, during the Life of the said *William Bridgeman Simpson*, upon the usual Trusts to preserve the contingent Remainders therein-after limited from being defeated or destroyed; with Remainder after his Death to the Use of the First and other Sons of the said *William Bridgeman Simpson*, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such Issue, to the Use of the Fifth, Sixth, and all and every other Sons and Son of the Body of the said *John Simpson* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder, in default of such Issue, to the Use of the said *John Simpson* and *Henry Bridgeman Simpson*, their Heirs and Assigns for ever; and to, for, and upon no other Use, Intent, or Purpose whatsoever; and the said *John Simpson* and *Henry Bridgeman Simpson*, in manner aforesaid, limited and created certain Powers enabling the said *John Bridgeman Simpson*, *Arthur Bridgeman Simpson*, and *William Bridgeman Simpson*, when and as they should respectively become entitled in Possession to the said Manors and Lordships, and other Hereditaments and Premises thereby appointed, and also enabling the said Earl of *Bradford* and Earl of *Yarborough*, and the Survivor of them, and his Heirs, during the Minority of any Person entitled thereunder to an immediate Estate of Freehold or Inheritance in the same Premises, to grant Farming Leases of all or any Part thereof for Terms not exceeding Twenty-one Years, under the usual Restrictions: Provided also, and the said *John Simpson* and *Henry Bridgeman Simpson* did, and each of them did, thereby further, in manner aforesaid, direct and appoint that the said Deed Poll now in recital, or any thing therein contained, should in no wise operate or enure so as to defeat or prejudice all or any or either of the several Powers, Provisoes, Declarations, Covenants, and Agreements in the said Three several therein-above recited Indentures, or any or either of them, expressed and contained of and concerning the said several Hereditaments and Premises therein respectively comprised, and by the now-reciting Deed Poll appointed as aforesaid, but, notwithstanding the Appointment therein-before made and contained, all and every the same Powers, Provisoes, Declarations, Covenants, and Agreements, so far as the same might be consistent with the Uses and Trusts therein-before raised and created, should remain and continue in full force and virtue; and the said Deed Poll contained

contained no other Proviso, Declaration, Direction, or Appointment than as herein-before mentioned or referred to: And whereas previously to and in contemplation of the Marriage then intended, and which was on or about the Nineteenth Day of *August* One thousand eight hundred and thirty duly had and solemnized between the said *Henry Bridgeman Simpson* and *Frances Emily Simpson* his present Wife, formerly *Frances Emily Baring*, the Two several Indentures bearing Date respectively the Eighteenth Day of *August* One thousand eight hundred and thirty, next herein-after recited, were duly made and executed, and the same Indentures were executed by the said *John Simpson* and *Henry Bridgeman Simpson*, and attested in conformity with the Requisitions in that Behalf of the Powers which were intended to be exercised thereby, as herein-after mentioned: And whereas by one of the said Indentures by way of Settlement, bearing Date on or about the Eighteenth Day of *August* One thousand eight hundred and thirty, and made or expressed to be made between the said *John Simpson* of the First Part, the said *Henry Bridgeman Simpson* of the Second Part, *Henry Baring* Esquire, therein described, of the Third Part, the said *Frances Emily Simpson*, now the Wife of the said *Henry Bridgeman Simpson*, then *Frances Emily Baring* Spinster, One of the Children of the said *Henry Baring*, and then an Infant under the Age of Twenty-one Years, of the Fourth Part, *Francis Baring* of *Piccadilly* in the County of *Middlesex*, Esquire, and Sir *John Stuart Hippesley* of *Stone Easton House* in the City of *Bath*, Baronet, of the Fifth Part, and the said *George Augustus Frederick Henry* Earl of *Bradford* and *Charles Anderson* then Lord and now Earl of *Yarborough* of the Sixth Part, after reciting, amongst other Recitals, the said herein-before recited Indentures of Lease and Release and Settlement of the Second and Third Days of *June* One thousand eight hundred and seventeen, as or to the Effect herein-before recited, so far as related to all and singular the Fee Simple Estates and Hereditaments therein comprised, the same being respectively Parts of the Hereditaments mentioned or described in the First and Second Schedules hereunto annexed, as herein-before mentioned, and so far as related to the aforesaid joint Power of Appointment in the said *John Simpson* and *Henry Bridgeman Simpson*, and the said sole Power of Revocation and new Appointment reserved to the said *Henry Bridgeman Simpson* in the event of his surviving his said Father, and other the aforesaid Limitations for the respective Benefit of the said *John Simpson* and *Henry Bridgeman Simpson*, and the Issue Male of the said *Henry Bridgeman Simpson*, which were contained in the said Indenture of Release in respect to the said Estates therein comprised, as herein-before mentioned; and also reciting the said Indenture of Bargain and Sale and Settlement of the Eleventh Day of *November* One thousand eight hundred and sixteen, firstly herein-before recited, and the said Indenture of Bargain and Sale and Settlement of the Twenty-third Day of *January* One thousand eight hundred and seventeen, and the aforesaid Recoveries suffered in pursuance thereof respectively, as or to the Effect herein-before stated, so far as the same respectively related to such of the several Manors and other Hereditaments therein respectively comprised as were by the now-reciting Indenture

Indenture of Settlement,  
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conveyed and assured as herein-after mentioned, the same respectively being Parts of the Hereditaments mentioned or described in the Second Schedule hereunto annexed, and so far as the same Indentures respectively related to the aforesaid joint Powers of Appointment in the said *John Simpson* and *Henry Bridgeman Simpson*, and the said sole Powers of Appointment of the said *Henry Bridgeman Simpson*, in the event of his surviving his said Father, and other the aforesaid Limitations for the respective Benefit of the said *John Simpson* and *Henry Bridgeman Simpson*, and the Issue Male of the said *Henry Bridgeman Simpson*, which were contained in the said Two last-mentioned Indentures of Bargain and Sale and Settlement respectively as herein-before mentioned; and reciting the said then intended Marriage between the said *Henry Bridgeman Simpson* and the said *Frances Emily Baring*, now his Wife; and reciting that upon the Treaty for the said intended Marriage, and in consideration thereof, and for making a further immediate Provision for the said *Henry Bridgeman Simpson*, and for making Provisions for the said *Frances Emily Baring*, by way of Pin Money and Jointure, the said *John Simpson* and *Henry Bridgeman Simpson* had proposed and agreed, in exercise of their joint Powers, to appoint, settle, and assure the several Manors, Messuages, Lands, and Hereditaments therein-after particularly described and referred to, to and for the several Uses, Intents, and Purposes, and under and subject to the Trusts, Powers, and Provisoos, Charges and Limitations, in the now-reciting Indenture expressed, declared, contained, or referred to concerning the same; and that it was particularly provided and agreed that the Appointment therein-after contained of the said Estates at *Fishlake* in the County of *York* should not extinguish all or any Part of the annual Sum or yearly Rent-charge of Five hundred Pounds, limited to the said *Henry Bridgeman Simpson* during the joint Lives of himself and his Father; by the said Indenture of the Third Day of *June* One thousand eight hundred and seventeen, so far as the same was a Charge upon the other Estates therein comprised, but that it was also particularly understood and agreed that no irrevocable Settlement should be made of any Part of the said Estates in favour of the First and other Sons of the said intended Marriage; it was by now-reciting Indenture witnessed, and in pursuance of the said Agreement, and in consideration of the said then intended Marriage, and of the Portion or Fortune of the said *Frances Emily Baring*, now the Wife of the said *Henry Bridgeman Simpson*, (which was settled by an Indenture of even Date with the now-reciting Indenture, and therein recited, upon certain Trusts for the Benefit of the said *Henry Bridgeman Simpson* and his said then intended Wife, and the Issue of the said then intended Marriage,) the said *John Simpson* and *Henry Bridgeman Simpson*, by force and virtue and in execution of the said several Powers to them given or limited in and by the said several therein-recited Indentures, and of every other Power in them or any or either of them vested by the now-reciting Indenture, sealed and delivered in the Presence of Two Witnesses, did jointly direct, limit, and appoint, that all that the said Manor or Lordship of *Stoke* in the Parish of *Hope* in the County of *Derby*, with its Rights, Royalties, and Appurtenances, and the said Capital Messuage

or Tenement at *Stoke* aforesaid, and also all Messuages, Lands, Tenements, and Hereditaments whatsoever to the said *John Simpson* and *Henry Bridgeman Simpson* belonging, within the said Manor or Lordship of *Stoke*, or within the Parishes, Towns, Villages, Precincts, or Territories of *Stoke* aforesaid, and of *Hope, Stoney, Middleton, Eyam, Goatcliffe, and Bakewell*, in the said County of *Derby*, (all the aforesaid Mines and Shares of Mines within the said Manor or Lordship of *Stoke* aforesaid, and also within the Liberty of *Eyam* in the County of *Derby*, excepted,) being Part of the Estates comprised in the said therein-before and herein-before recited Indenture of the Eleventh Day of *November* One thousand eight hundred and sixteen, as aforesaid; and also the said Manor or Lordship of *Westhall* in *Stainford* in the County of *York*, with its Appurtenances, and the said several Messuages, Farms, Lands, Tenements, and Hereditaments at *Stainford* in the Parish of *Stainford* aforesaid, being Part of the Estates comprised in the said Indenture of the Twenty-third Day of *January* One thousand eight hundred and seventeen, as aforesaid, and also the said Freehold Messuages or Tenements and Farms, with the Lands, Closes, and Hereditaments to the same belonging, and therewith enjoyed, of them the said *John Simpson* and *Henry Bridgeman Simpson*, in the said Parish of *Fishlake* in the County of *York*, and then late in the several Occupations of *Joseph Birks* and *John Bladwick*, being Part of the Estates comprised in the said Indentures of the Second and Third Days of *June* One thousand eight hundred and seventeen as aforesaid, with their respective Appurtenances, (all which said Manor or Lordship, and other Hereditaments and Premises comprised in the now-reciting Indenture, and thereby appointed or intended so to be, comprise the several Hereditaments which are mentioned or described in the said Second Schedule hereunto annexed,) should thenceforth remain and be, and the said several therein-before recited Indentures and Common Recoveries should, so far as the same respectively related to the same Manors, Hereditaments, and Premises, operate and enure, from and immediately after the Solemnization of the said then intended Marriage, to the Use of the said *Francis Baring* and Sir *John Stuart Hippisley*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine years, without Impeachment of Waste, upon certain Trusts therein mentioned for raising out of the Rents and Profits of the said Manor and other Hereditaments, immediately after the said Marriage, and during the joint Lives of the said *Henry Bridgeman Simpson* and the said *Frances Emily Baring*, now his Wife, the annual Rent-charge of Two hundred Pounds for the said *Frances Emily Baring*, now the Wife of the said *Henry Bridgeman Simpson*, for her separate Use by way of Pin Money, and subject to the Proviso therein contained for Cesser of the said Term of Ninety-nine Years upon the Trusts thereof being performed or becoming incapable of taking effect; with Remainder, after the Expiration or sooner Determination of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Henry Bridgeman Simpson* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said Earl of *Bradford* and Earl of *Yarborough*, and their Heirs, during

during the Life of the said *Henry Bridgeman Simpson*, upon the usual Trusts to preserve the contingent Remainders therein-after limited from being defeated or destroyed; with Remainder, after the Death of the said *Henry Bridgeman Simpson*, to the Use, Intent, and Purpose that the said *Frances Emily Baring*, now the Wife of the said *Henry Bridgeman Simpson*, and her Assigns, should, after the said *Henry Bridgeman Simpson's* Death, and thenceforth during her Life, receive and take, as and for her Jointure and in bar of Dower and Freebench, the yearly Rent-charge of One thousand Pounds, to be charged upon and issuing out of the said Manor and other Hereditaments and Premises, by quarterly Payments in every Year, as therein mentioned, with the usual Power of Distress and Entry, and Perception of the Rents and Profits of the same Hereditaments, for recovering the said yearly Rent-charge of One thousand Pounds when in arrear; with Remainder, after the Death of the said *Henry Bridgeman Simpson*, but subject to the said Rent-charge of One thousand Pounds, and the aforesaid Powers and Remedies for securing the same, and without Prejudice thereto, to the Use of the said *Francis Baring* and *Sir John Stuart Hippisley*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Day of the Death of the said *Henry Bridgeman Simpson*, upon certain Trusts therein mentioned for further securing the said annual Rent-charge of One thousand Pounds, and subject to the Proviso therein contained for Cesser of the said Term upon the Trusts thereof being completed or becoming unnecessary or incapable of taking effect; with Remainder, after the Expiration or other sooner Determination of the said Term of One thousand Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of such Person or Persons, for such Estate or Estates, for such Intents and Purposes, and subject to such Charges, Powers, Provisoes, Conditions, Restrictions, Limitations, Declarations, and in such Manner and Form as the said *John Simpson* and *Henry Bridgeman Simpson*, at any Time or from Time to Time thereafter, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint; with Remainder, in default of such joint Direction, Limitation, or Appointment, also in the meantime until the same should be made and take effect, and so far as such joint Direction, Limitation, or Appointment, if incomplete, should not extend, to the Use of such Person or Persons, for such Estate or Estates, and for such Intents and Purposes, and subject to such Charges, Powers, Provisoes, Conditions, Restrictions, Limitations, and Declarations, and in such Manner and Form as the said *Henry Bridgeman Simpson*, in case he should happen to survive the said *John Simpson*, by any Deed or Deeds, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, should from Time to Time or at any Time appoint; with Remainder, in default of such Appointment, and subject thereto, to the Use of the First and other Sons of the said *Henry Bridgeman Simpson*, severally and successively



successively according to their respective Seniorities in Tail Male ; with Remainder, in default of such Issue, to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, and for such Intents and Purposes, and subject to such Charges, Powers, Provisoos, Conditions, Restrictions, Limitations, and Declarations, and in such Manner and Form, as the said *John Simpson*, in case he should happen to survive the said *Henry Bridgeman Simpson*, by any Deed or Deeds, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, should from Time to Time or at any Time direct, limit, or appoint ; with Remainder, in default of such Direction, Limitation, or Appointment, and subject thereto, upon such and the same or the like Uses, and upon, to, and for such and the same or the like Trusts, Ends, Intents, and Purposes, and with, under, and subject to such and the same or the like Powers, Provisoos, Restrictions, Declarations, and Limitations, as were subsisting or capable of taking effect in relation to the same Premises immediately before the Execution of the now-reciting Indenture, or such of them as should for the Time being subsist or be capable of taking effect : Provided always, and it was by the now-reciting Indenture expressly declared, that the said annual Rent-charge of Five hundred Pounds, by the said Indenture of the Third Day of *June* One thousand eight hundred and seventeen limited and secured to the said *Henry Bridgeman Simpson* during the joint Lives of himself and his said Father, and all Powers and Provisions for recovering thereof, should thenceforth stand exclusively charged upon the said Manor, Messuages, Lands, Tithes, Rents, and Hereditaments in the Counties of *Warwick* and *Nottingham*, comprised in the same Indenture as aforesaid, and that the Limitation and Appointment therein-before contained in relation to the said Messuages, Farms, Lands, and Hereditaments in the Parish of *Fishlake* aforesaid, by the said last-mentioned Indenture also charged with the Payment of the said annual Rent-charge of Five hundred Pounds, should not in anywise extinguish, release, abridge, revoke, or make void the same annual Rent, or the Powers and Remedies incident thereto, so far as the same charged or affected the said Manor and other Hereditaments in the Counties of *Warwick* and *Nottingham* ; and in the same Indenture is contained a Power enabling the said *Henry Bridgeman Simpson* to make Farming Leases of all or any Part of the said Hereditaments for any Term not exceeding Twenty-one Years, under the usual Restrictions ; and it was thereby provided and expressly agreed and declared, that the Power of Sale and Exchange, and of Revocation and new Appointment of Uses, and of investing the Proceeds of Sales and the Money to be received for Equality of Exchange, and also the Powers of appointing new Trustees, in the said several therein-before in part recited Indentures contained, should and might be exercised in relation to the Manors and Hereditaments thereby appointed or intended so to be, with the Consent or by the Direction of the said *John Simpson*, and *Henry Bridgeman Simpson* and the Survivor of them, during their respective Lives, and after the Decease of the Survivor, by the Person for the Time being seised or entitled to the

[*Private.*]

actual Freehold of the said Manors and other Hereditaments, in such and the same Manner as if the same several Powers and Provisoes were expressly re-inserted in the now-reciting Indenture, and applied to the Uses and Limitations therein-before contained: Provided also, and it was thereby further agreed and declared, that if the said *John Simpson* and *Henry Bridgeman Simpson* during their joint Lives, or the Survivor of them, should, with the Consent in Writing of the said *Francis Baring* and *Sir John Stuart Hippisley*, or the Trustees for the Time being of the said Terms of Ninety-nine Years and One hundred Years, limit or settle any Freehold Manors, Lands, and Hereditaments situate in *England*, and held for an Estate in Fee Simple in Possession, which should at the Time be of the clear yearly Rent of One thousand three hundred Pounds, over and beyond the Land Tax and all other Reprizes, to the same or the like Uses, and upon the same or the like Trusts, and under and subject to the same Powers, in favour of or for the Benefit of the said *Frances Emily Baring*, now the Wife of the said *Henry Bridgeman Simpson*, as therein-before limited or declared in relation to the said Manors and other Hereditaments by the now-reciting Indenture appointed, then and in that Case it should be lawful for the said *John Simpson* and *Henry Bridgeman Simpson*, or the Survivor of them, with the Consent in Writing of the said *Francis Baring* and *Sir John Stuart Hippisley*, or the Survivor of them, or the Trustees or Trustee for the Time being of the said Two several Terms of Ninety-nine Years and One hundred Years, at any Time thereafter, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by them or him in the Presence of and to be attested by Two or more credible Witnesses, to revoke, annul, determine, and make void all or any of the Uses, Trusts, Charges, and Declarations therein-before declared and created in favour of the said *Frances Emily Baring*, in relation to the said Manors and other Hereditaments by the now-reciting Indenture appointed; and the only other Power, Proviso, or Agreement contained in the now-reciting Indenture was a Power for the Appointment of new Trustees in the usual Events, and the usual Proviso for the Indemnity of the Trustees thereof for the Time being: And whereas by the said other Indenture of Appointment herein-before referred to, bearing Date on or about the same Eighteenth Day of *August* One thousand eight hundred and thirty, and made or expressed to be made between the said *John Simpson* of the First Part, the said *Henry Bridgeman Simpson* of the Second Part, and the said *Charles Anderson* then Lord and now Earl of *Yarborough*, and *Evelyn Denison*, therein described, of *Ossington* in the County of *Nottingham*, Esquire, of the Third Part, after reciting the said Indentures of Lease and Release and Settlement of the Second and Third Days of *June* One thousand eight hundred and seventeen, as or to the Effect herein-before recited, so far as related to the said Manor of *Bilton*, and the Mansion House called *Bilton Hall*, with the Appurtenances, and other the Hereditaments in the County of *Warwick* which were comprised in the said last-mentioned Indentures, as herein-before mentioned, and so far as related to the aforesaid joint Power of Appointment in the said *John Simpson* and *Henry Bridgeman Simpson* thereby created, and to the Limitations in the same Indenture of Release and Settlement contained of the said yearly Rent-charge of

Indenture of  
Appoint-  
ment,  
18th August  
1830.

of Five hundred Pounds to the said *Henry Bridgeman Simpson* during the joint Lives of himself and his said Father, and the Powers and Remedies and Term of Years for securing the same, herein-before mentioned; and reciting the said intended Marriage between the said *Henry Bridgeman Simpson* and the said *Frances Emily Baring*, now his Wife; and reciting, that upon the Treaty for the said Marriage the said *John Simpson* agreed to relinquish his then immediate Life Estate in various Manors and other Hereditaments in the Counties of *Derby* and *York* in favour of his Son the said *Henry Bridgeman Simpson*, and that a certain Indenture or Deed of Settlement had been executed for that Purpose (meaning the said Indenture of even Date therewith, lastly herein-before recited); and further reciting, that the said *John Simpson*, being desirous of being enabled to provide a Residence for his Wife, the Honourable *Grace Simpson*, in case of her surviving him, and for his unmarried Daughters for the Time being, it was previously to the Execution of the last-mentioned Indenture of Settlement, and in consideration of the then immediate Provision thereby made for the said *Henry Bridgeman Simpson*, proposed and agreed between the said *John Simpson* and *Henry Bridgeman Simpson*, that they should, in exercise of the joint Powers in them vested, appoint and limit the said Capital Messuage or Mansion House called *Bilton Hall*, with the Outhouses, Gardens, and Grounds attached to or held and enjoyed with the same Messuages, unto the said Earl of *Yarborough* and *Evelyn Denison* for a Term of Ninety-eight Years, determinable nevertheless as in the now-reciting Indenture therein-after mentioned, upon Trust for the said *John Simpson*, his Executors or Administrators, or upon and for such other Trusts and Purposes as he should direct; it is by the said Indenture now in recital witnessed, that in pursuance of the said Agreement the said *John Simpson* and *Henry Bridgeman Simpson*, by virtue and in execution of the Power or Authority to them jointly limited or reserved in and by the said Indenture of Release and Settlement of the Third Day of *June* One thousand eight hundred and seventeen, and of every other Power enabling them in that Behalf, did jointly by that Deed, executed and attested in conformity with the aforesaid Power, and each of them did, direct, limit, and appoint, that the said Capital Messuage or Mansion House commonly called *Bilton Hall*, in the County of *Warwick*, with the Yard, Gardens, Plantations, Outhouses, Edifices, Buildings, and Stables adjoining the Garden, thereunto belonging, and also all those several Closes or inclosed Grounds situate and being in the Parish of *Bilton* aforesaid, called or known by the several Names of the *Home Close*, theretofore divided into Four Closes, and called by the several Names of the *Round Close*, the *Home Close*, the *Paddock*, the *Walnut Tree Close*, and the *Grove*, or *Bandy Land*, with *Addisson's Walk*, together with the Pond, and then in the Ground called the *Park*, all which said Premises contained in the whole Twenty Acres or thereabouts, being Part of the Hereditaments comprised in the said Indentures of Lease and Release of the Second and Third Days of *June* One thousand eight hundred and seventeen, with the Rights, Easements, and Appurtenances thereunto in anywise belonging, (which said Premises thereby appointed, or intended so to be, are the same Hereditaments which are comprised in the Third Schedule hereunto annexed, and

are

are therein more particularly described,) should thenceforth go, remain, and be, and that the same Indentures, so far as the same relate to or comprise in the said Capital Messuage and Premises, by the now-reciting Indenture appointed, or intended so to be, should thenceforth operate and enure to the Use of the said *Charles Anderson* Earl of *Yarborough*, and *Evelyn Denison*, their Executors, Administrators, and Assigns, for the Term of Ninety-eight Years, without Impeachment of Waste, except wilful Waste, if the said *Grace Simpson* should so long live and continue the Wife or Widow of the said *John Simpson*, or if *Charlotte Bridgeman Simpson*, *Caroline Bridgeman Simpson*, *Isabella Grace Bridgeman Simpson*, *Georgiana Lucy Bridgeman Simpson*, and *Emily Bridgeman Simpson*, being the then unmarried Daughters of the said *John Simpson*, and all of whom are still living, or any One or more of them, should so long continue unmarried, subject to a Lease thereof, which has since expired, nevertheless in Trust for the said *John Simpson*, his Executors or Administrators, or upon and for such other Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Restrictions, as the said *John Simpson* should declare or direct concerning the same, by any Writing under his Hand, and upon and for no other Trust, Intent, or Purpose whatsoever: Provided always, and it was thereby declared by the said *John Simpson* and *Henry Bridgeman Simpson*, that the Appointment therein-before contained should not operate or be construed so as to suspend, extinguish, abridge, or affect the said yearly Rent-charge of Five hundred Pounds, secured to the said *Henry Bridgeman Simpson* by the said herein-before recited Indenture of Release and Settlement of the Third Day of *June* One thousand eight hundred and seventeen, or any Part thereof, but the same should continue an exclusive Charge upon the Estates comprised in the said Indenture, and not included in the now-reciting Indenture, or the said Indenture of Settlement bearing even Date therewith: And whereas at the Time of the Date and Execution of the said herein-before recited Deeds Poll, dated respectively on or about the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five, the said *Henry Bridgeman Simpson*, *John Bridgeman Simpson*, *Arthur Bridgeman Simpson* (since deceased), and *William Bridgeman Simpson*, were the only Sons of the said *John Simpson*, who hath not since that Time had any other Son born to him: And whereas the said *Arthur Bridgeman Simpson*, the Third Son of the said *John Simpson*, departed this Life on or about the Seventh Day of *November* One thousand eight hundred and twenty-seven, without Issue of his Body: And whereas the said *Henry Bridgeman Simpson* hath not at present had any Child or Issue, and there is no Issue of the said *John Bridgeman Simpson*, the Second Son, or of the said *William Bridgeman Simpson*, the other surviving younger Son of the said *John Simpson*: And whereas the said *Charles* late Lord *Yarborough* and Lord *George Henry Cavendish* afterwards Earl of *Burlington*, to whom the aforesaid Term of One hundred Years of and in the aforesaid Manors and other Hereditaments and Premises herein-before mentioned to be comprised in the said herein-before recited Indenture of the Third Day of *June* One thousand eight hundred and seventeen was by such Indenture limited or intended so to be, in Trust for better securing the said annual Rent-charge of Five hundred Pounds to the said

*Henry*

*Henry Bridgeman Simpson* during the joint Lives of himself and the said *John Simpson* his Father, as aforesaid, have both departed this Life some Time since; and the said Lord *George Henry Cavendish* afterwards Earl of *Burlington* survived the said *Charles* late Lord *Yarborough*, his Co-trustee, having first duly made and published his last Will and Testament in Writing, whereby he appointed the Most Noble *William Spencer* Duke of *Devonshire*, *Charles Compton Cavendish* Esquire, and the Right Honourable *James Abercromby*, his Executors, who duly proved the same Will in the Prerogative Court of the Archbishop of *Canterbury*, and thereby became possessed of or interested in the said Term of One hundred Years, upon and for the Trusts and Purposes aforesaid: And whereas the said *John Bridgeman Simpson*, the said *John Simpson's* Second Son, was, at and previously to the Date and Execution of the said Two Deeds Poll dated respectively on or about the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five, labouring under mental Imbecility to a considerable Extent, with which he still continues to be afflicted: And whereas in the Year One thousand eight hundred and thirty-five, upon an Investigation of their Title to a Part of the said settled Estates, which was made previously to an intended Sale of such Part of the said Estates by the said *John Simpson* and *Henry Bridgeman Simpson*, they were advised and then for the first Time discovered that by Mistake as well the said several joint Powers of Appointment as the said several sole Powers of Appointment and of Revocation and new Appointment, which were so as aforesaid subsisting immediately before the Execution of the said respective Deeds Poll, had been, in consequence of the same Powers not being properly or sufficiently reserved, absolutely extinguished and destroyed by the Operation of the said Deeds Poll respectively, and had at Law ceased and determined from the Date and Execution of such respective Deeds Poll: And whereas in or about the Month of *May* One thousand eight hundred and thirty-six a Suit was instituted in Her Majesty's High Court of Chancery, for the Purpose of having the aforesaid Mistake in the said Two Deeds Poll dated respectively on or about the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five, in regard to the Destruction of the said joint and sole Powers, rectified, and for confirming the said Two Indentures of Settlement of the Eighteenth Day of *August* One thousand eight hundred and thirty, by and under the Direction and Decree of the said Court, in which said Suit the said *Henry Bridgeman Simpson*, the said *John Simpson's* eldest Son, was the Plaintiff, and the said *John Simpson*, and his said Two younger Sons, *John Bridgeman Simpson* and *William Bridgeman Simpson*, and the said *Frances Emily Simpson*, the Wife of the said *Henry Bridgeman Simpson*, (who were then and still are the only Persons *in esse* beneficially interested under or by virtue of the said several herein-before recited Indentures and Deeds Poll by way of Settlement,) and the said Earl of *Bradford* and Earl of *Yarborough*, and the said Duke of *Devonshire*, *Charles Compton Cavendish*, and *James Abercromby*, and the said *Francis Baring* and Sir *John Stuart Hippisley*, and the said *John Evelyn Denison*, who were respectively interested under or by virtue of the same Indentures and Deeds Poll re-

Suit in  
Chancery,  
May 1836.

[Private.]

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spectively,

Decree,  
20th July  
1837.

spectively, or some of them, as Trustees for the several and respective Purposes aforesaid, were the Defendants; and in the said Suit Evidence was entered into for the Purpose of proving the aforesaid Mistake in the said Deeds Poll respectively: And whereas by the Decree of the said Court of Chancery, made on the Hearing of the said Cause by his Honour the Vice Chancellor, and bearing Date on or about the Twentieth Day of *July* last past (One thousand eight hundred and thirty-seven), it was declared that the several joint Powers of Appointment limited to the said Defendant, the Honourable *John Simpson*, the Plaintiff's Father, and the said *Henry Bridgeman Simpson* the Plaintiff, and also the several sole Powers of Appointment and sole Power of Revocation and new Appointment respectively limited or reserved to the said *Henry Bridgeman Simpson* the Plaintiff, in the event of his surviving his said Father, by or by virtue of the said Two herein-before recited Indentures of the Eleventh Day of *November* One thousand eight hundred and sixteen, and the said herein-before recited Indentures of the Twenty-third Day of *January* One thousand eight hundred and seventeen, and the Second and Third Days of *June*, One thousand eight hundred and seventeen, respectively, and the aforesaid Common Recoveries suffered in pursuance thereof respectively, as in the Pleadings of the said Cause and herein-before mentioned, and which said joint and sole Powers respectively were vested in the said *John Simpson* the Plaintiff's said Father, and the said *Henry Bridgeman Simpson*, the Plaintiff respectively, at the Time of the Execution of the said Deeds of Appointment dated respectively the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five, over or in respect of all the settled Estates in the Pleadings of the said Cause and herein-before mentioned, which were comprised in the said last-mentioned respective Deeds of Appointment, were respectively extinguished by the Execution of the said respective Deeds of Appointment of the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five, in consequence of the said respective Deeds of Appointment having by Mistake, and contrary to the Intention of the said Defendant *John Simpson* and the said *Henry Bridgeman Simpson* the Plaintiff, the Parties to the said respective Deeds of Appointment, been framed in such a Manner as not to reserve the said Powers; and it was thereby further declared, that the same several joint and sole Powers ought to have been fully reserved by the said Two Deeds of Appointment, in accordance with the Intention of the said Defendant *John Simpson* and the said *Henry Bridgeman Simpson*, the Plaintiff in that Behalf; and it was thereby further declared, that the said joint and sole Powers ought to be considered in Equity as having subsisted from the Date of the said Deeds of Appointment of the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five, and subject and except as to the Lands and Tenements comprised in the said herein-before recited Deeds bearing Date the Eighteenth Day of *August* One thousand eight hundred and thirty, as therein-after mentioned, ought to be considered in Equity as then subsisting; and that the said Defendant *John Simpson* and the said *Henry Bridgeman Simpson* the Plaintiff respectively were entitled in Equity to the Benefit of such joint

joint and sole Powers, in such and the same Manner, and, as to such and the same Lands and Tenements, to such and the same Extent, as if the same Powers had been expressly and particularly reserved by the said respective Deeds of Appointment; and it was thereby further declared, that the said joint Power limited to the said Defendant *John Simpson* and the said *Henry Bridgeman Simpson* the Plaintiff, by or by virtue of the said herein-before recited Indentures of the Second and Third Days of *June* One thousand eight hundred and seventeen, was well exercised in Equity *pro tanto* by the said Indenture of the Eighteenth Day of *August* One thousand eight hundred and thirty, and made between the said Defendant *John Simpson* of the First Part, the said *Henry Bridgeman Simpson* the Plaintiff of the Second Part, and the said Defendants *Charles Anderson* Lord *Yarborough* and *John Evelyn Denison*, therein named *Evelyn Denison*, of the Third Part, meaning the said Indenture of that Date secondly herein-before recited, as to such of the said settled Estates as were comprised in the same last-mentioned Indenture, and that the Uses, Trusts, and Estates thereby created, or intended so to be, were well created in Equity; and it was thereby further declared, that as to so much of the said settled Estates as were comprised in the said *Henry Bridgeman Simpson* the Plaintiff's said Marriage Settlement dated the Eighteenth Day of *August* One thousand eight hundred and thirty, and made between the said Defendant *John Simpson* of the First Part, the said *Henry Bridgeman Simpson* the Plaintiff of the Second Part, the said *Henry Baring* Esquire of the Third Part, the said Defendant *Frances Emily Simpson*, the Wife of the said *Henry Bridgeman Simpson* the Plaintiff, then *Frances Emily Baring*, of the Fourth Part, the said Defendants *Francis Baring* and Sir *John Stuart Hippesley* of the Fifth Part, and the said Defendants *George Augustus Frederick Henry* Earl of *Bradford* and *Charles Anderson* now Earl of *Yarborough* of the Sixth Part, meaning the said Indenture of that Date firstly herein-before recited, such of the aforesaid joint and sole Powers as were subsisting therein immediately previously to the Execution of the said Deeds of Appointment of the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five ought to be considered as having been subsisting in Equity from the Date of the Execution of the said last-mentioned Deeds of Appointment until and at the Time of the Execution of the said *Henry Bridgeman Simpson* the Plaintiff's said Marriage Settlement of the Eighteenth Day of *August* One thousand eight hundred and thirty; and it was thereby further declared, that all and singular the said last-mentioned joint Powers were well and fully exercised in Equity by the said *Henry Bridgeman Simpson* the Plaintiff's said Marriage Settlement, with respect to the Lands and Tenements therein comprised, and that all and singular the Uses, Trusts, Charges, Powers, Provisoes, Limitations, and Declarations expressed or contained in the said Marriage Settlement were thereby well created and declared, and were then subsisting in Equity; and it was thereby decreed, that all proper Parties were to join in every Act (including, if necessary, an Application for an Act of Parliament) necessary or proper to be done for rectifying the said Mistake in the said Deeds of Appointment of the  
Twenty-sixth

Report of  
Mr. Farrer,  
directing an  
Application  
to be made  
to Parlia-  
ment, 26th  
February  
1838.

Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five, as the Master of the said Court in Rotation, to whom the said Cause was thereby referred for that Purpose, should direct: And whereas by the Report of Mr. *Farrer* (one of the Masters of the said Court of Chancery to whom the said Cause was referred), made in pursuance of the said recited Decree, and bearing Date on or about the Twenty-sixth Day of *February* last past (One thousand eight hundred and thirty-eight), the said Master, after finding the several Indentures and Deeds Poll, and other the Circumstances, Matters, and Things herein-before recited as or to the Effect herein-before mentioned, certified that he had considered the State of Facts and Proposal laid before him by the said Plaintiff, and the Evidence therein-before referred to in support thereof, and that he was of opinion that Application should be made to Parliament in this present Session by the said *Henry Bridgeman Simpson* the Plaintiff, and the said Defendant *John Simpson*, and such other of the said Defendants as might be necessary, for an Act, having for its Object the Confirmation or renewing as well of all the joint Powers of Appointment limited to the said Defendant *John Simpson* and the said *Henry Bridgeman Simpson* the Plaintiff, as also of all the aforesaid sole Powers of Appointment, and of Revocation and new Appointment, limited to the said *Henry Bridgeman Simpson* the Plaintiff, in the event of his surviving his said Father, by the said Indentures of the Eleventh Day of *November* One thousand eight hundred and sixteen, the Eleventh Day of *November* One thousand eight hundred and sixteen, the Twenty-third Day of *January* One thousand eight hundred and seventeen, and the Third Day of *June* One thousand eight hundred and seventeen, save and except so far as the said joint Powers had been exercised and the said sole Powers had been consequently superseded or affected by the said Two Indentures dated respectively the Eighteenth Day of *August* One thousand eight hundred and thirty, and executed on the said Plaintiff's Marriage, and for Confirmation of the several Estates, Uses, Trusts, and Powers limited or created by the said Two last-mentioned Indentures respectively, or intended so to be: And whereas by an Order of the said Court of Chancery made in the said Cause, and bearing Date on or about the Second Day of *March* One thousand eight hundred and thirty-eight, the said recited Report was confirmed: Wherefore, forasmuch as the Purposes of the said Decree cannot be fully effected without the Aid and Authority of Parliament, therefore, in obedience to the said recited Decree and Order of the said Court of Chancery, Your Majesty's most dutiful and loyal Subjects, the said *John Simpson*, and the said *Henry Bridgeman Simpson*, and the said *William Bridgeman Simpson*, and the said *Frances Emily Simpson*, and the said *George Augustus Frederick Henry Earl of Bradford*, and the said *Charles Anderson Earl of Yarborough*, and the said *William Spencer Duke of Devonshire*, *Charles Compton Cavendish*, and *James Abercromby*, and the said *Francis Baring*, and Sir *John Stuart Hippisley*, and the said *John Evelyn Denison*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the  
Lords



Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the joint Powers of Appointment respectively limited or reserved to the said *John Simpson* and *Henry Bridgeman Simpson*, and the sole Powers of Appointment, and of Revocation and new Appointment, respectively limited or reserved to the said *Henry Bridgeman Simpson* in the event of his surviving the said *John Simpson*, by and by virtue of the said Indentures of Settlement of the Eleventh Day of *November* One thousand eight hundred and sixteen, the Eleventh Day of *November* One thousand eight hundred and sixteen, the Twenty-third Day of *January* One thousand eight hundred and seventeen, and the Second and Third Days of *June* One thousand eight hundred and seventeen, and the said Recoveries suffered in pursuance thereof respectively, save and except so far as the said joint Powers were exercised either wholly or partially, or expressed or intended so to be, by the said respective Indentures of Settlement of the Eighteenth Day of *August* One thousand eight hundred and thirty and the Eighteenth Day of *August* One thousand eight hundred and thirty, with respect to the Hereditaments therein respectively comprised, and save and except so far as the said sole Powers were or were intended to be superseded or affected by the said last-mentioned Indentures respectively, shall be, and the same joint and sole Powers, save and except as aforesaid, are hereby renewed, revived, granted, and confirmed, both at Law and in Equity; and, save and except as aforesaid, the said *John Simpson* and *Henry Bridgeman Simpson* jointly, and the said *Henry Bridgeman Simpson* solely, shall and may respectively exercise the same Powers respectively, in such and the same Manner in all respects, and to all Intents and Purposes whatsoever, as if the said joint and sole Powers had been particularly and expressly reserved by the said Deeds Poll of the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty-five respectively, or as if those Deeds Poll respectively had not been executed.

The joint Powers of Appointment respectively limited to J. Simpson and H. B. Simpson, and the sole Powers of Appointment and of Revocation and new Appointment respectively limited to H. B. Simpson by the Indentures of Settlement of 1816 and 1817, with certain exceptions, confirmed

II. And be it further enacted by the Authority aforesaid, That all and singular the Uses, Trusts, Estates, Ends, Intents, and Purposes, and the joint and sole Powers of Appointment, and other Powers, Provisoos, Limitations, Declarations, and Agreements expressed and contained in and by the said Indenture of Settlement of the Eighteenth Day of *August* One thousand eight hundred and thirty, firstly hereinbefore recited, of and concerning the said Manors and other Hereditaments and Premises therein comprised as aforesaid (being the Hereditaments mentioned or described in the Second Schedule hereunto annexed), and also the several Uses, Trusts, and Estates expressed and contained in the said other Indenture of Settlement of the Eighteenth Day of *August* One thousand eight hundred and thirty, of and concerning the said Messuage and other Hereditaments and Premises therein comprised as aforesaid, being the Hereditaments mentioned or described in and by the Third Schedule hereunto annexed, or such of them respectively as are now capable of taking effect, shall be and the same are hereby granted, established, and confirmed, both at Law and in Equity, in such and the same Manner, to all Intents and Purposes, as if the several joint Powers of Appointment

The Uses, &c. contained in the several Indentures of 1830 established and confirmed.

[Private.]

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intended to be exercised by the said last-mentioned Indentures respectively had been expressly and properly reserved and protected by the said Deeds Poll dated respectively the Twenty-sixth and Twenty-seventh Days of *January* One thousand eight hundred and twenty five, or as if those Deeds Poll respectively had never been executed.

General  
Saving.

III. Saving always to the Queen's most Excellent Majesty, and Her Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *John Simpson*, and the said *Henry Bridgeman Simpson*, and his First and other Sons, and the several and respective Heirs Male of the Body of such First and other Sons lawfully issuing, and the said *John Bridgeman Simpson*, and his First and other Sons, and the several and respective Heirs Male of the Body of such First and other Sons lawfully issuing, and the said *William Bridgeman Simpson*, and his First and other Sons, and the several and respective Heirs Male of the Body of such First and other Sons lawfully issuing, and all and every other Son and Sons of the said *John Simpson*, and the several and respective Heirs Male of the Body of such other Son and Sons, and the right Heirs of the said *John Simpson* and *Henry Bridgeman Simpson* respectively, and the said *Charles Augustus Frederick Henry Earl of Bradford*, and the said *Charles Anderson Earl of Yarborough*, and the said *William Spencer Duke of Devonshire*, *Charles Compton Cavendish*, and *James Abercromby*, and the said *Francis Baring* and *Sir John Stuart Hippisley*, and the said *John Evelyn Denison*, and their respective Cestuisque Trust, their Heirs, Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the same Manors or Lordships and other Hereditaments and Premises herein-before referred to, and every or any Part thereof, as they or any of them had at or before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been passed.

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

IV. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

## The FIRST SCHEDULE to which the foregoing Act refers.

Situations.	Tenants Names.	Names of Hereditaments.	Quantities of Land, including Homestead, in each Tenant's Holding, more or less.		
			A.	R.	P.
County of Nottingham.	In hand	The several Manors or Lordships of Babworth, Tilne, Eaton, and Ordsall, with their respective Rights, Members, and Appurtenances, and also the Quit and other Rents thereunto respectively belonging.			
Parish of Babworth.	-	The Advowson of the Rectory of Babworth.			
		The Mansion House of Babworth, with the Offices, Yards, Gardens, Pleasure Grounds, Parks, Farm Lands, Woods, and Plantations thereunto belonging	1,209	0	0
Liberty of Tilne, in the Parish of Hayton.	William Inett	Forest Land.	35	0	0
	John Peck	Tilne Farm	278	0	0
	James Ramsden	Land	1	0	3
Parish of Hayton	William Peck	Hayton Farm	293	2	30
Parish of Clareborough.	John Rogers	Clareborough Farm	97	0	19
Parishes of Ordsall, Egmonton, and West Retford, and the Township of Thrumpton within the Parish of Ordsall, including Allotments in the respective Manors of Elksley and Dunham.	John Ashmore	Butcher's Shop and Farm	13	2	23
	Thomas Bedford	Land	14	2	39
	William Batty	Long Close	11	3	26
	William Dennett	Land	22	0	14
	Robert Lindley	Fowes Farm	215	2	37
	Ann Nelson	Paper Mill and Farm	98	0	14
	John Ollivant	Farm	25	0	0
	John Pearce	Farm	38	2	24
	William Spencer	Hanging Banks	17	1	6
	William Black	Cottage and Garden	3	2	4
	Joseph Black	Cottage and Land	2	1	37
	William Bunting	Cottage and Land	7	2	10
	William Black jun.	Cottage	0	0	15
	John Cooke	Carr	0	3	36
	Joseph Cookson	Cottage and Garden	0	0	25
	George Cole	Ramper Closes	4	2	25

The FIRST SCHEDULE—*continued.*

Situations.	Tenants Names.	Names of Hereditaments.	Quantities of Land, including Homestead, in each Tenant's Holding, more or less.		
			A.	R.	P.
Parish of Eaton	John Dawber	Thrumpton Lane Close	3	1	23
	William Fisher	Garden.		—	
	Stephen Hemsworth	Public House	0	1	10
	George Laughton	Whitehouse Close	3	1	2
	William Mee	Land	3	0	2
	Rev. Mr. Moulds	Ditto	1	1	20
	Edward Parker	Ditto	3	3	27
	John Roberts	Thrumpton Lane Close	3	1	36
	Widow Richards	Cottage	0	0	18
	Miss Richardson	White House Close	5	0	5
	George Soakes	Cottage and Land	4	0	9
	Thomas Steads	Cottage and Land	1	3	3
	Edward White	Cottage and Land	0	1	18
	Francis Walker	Thrumpton Lane Close	3	0	20
	In hand	The Miller's Closes, the Marsh, Carrs, &c.	96	2	39
		The Biggins	56	0	38
		West Carr Hill Plantations	83	0	16
		West Retford Plantations	40	0	0
		Mrs. Denman Farm	160	0	0
		George Heane Commons	151	1	1
		Thomas Hindley House and Land	16	1	9
		Swinscho Jackson Marriott's Farm	231	0	0
		John Knight Land	52	1	22
		Jonas Warrick Eaton Farm	383	3	13
		In hand Hardmoor	54	0	0
		Knight's Close	8	0	0
		Thomas Anstone Cottage and Garden.		—	
		George Borth's Representatives. Ditto	0	0	36
		John Bacon Ditto	1	0	34
		John Bradley Ditto.		—	
		Edward Clayton Cottage	0	0	11
		William Cocking Ditto.		—	
		William Dennett Land	2	0	0
		Eaton Overseers Cottages and Land.		—	
		John Fox Garden.		—	
		William Fox Cottage	0	0	20
		John Fareham Cottage and Garden	0	0	9
		Sarah Hastaby Cottage and Land	2	3	27
		George Harrold Cottage and Garden	0	0	38
		James Hurst's Executors. Ditto	0	2	12
		John Hiley Ditto.		—	
	Philip Javins Ditto	0	0	30	
	William Johnson Ditto	0	0	5	
	Robert Lindley Field Land	57	0	0	
	Richard Jackson Blacksmith's Shop.		—		
	Henry Knight Cottage and Garden.		—		
	George Lawrence Ditto.		—		
	George Marshall Cottage.		—		
	Ann Nelson Land	8	0	0	

The FIRST SCHEDULE — *continued.*

Situations.	Tenants Names.	Names of Hereditaments.	Quantities of Land, including Homestead, in each Tenant's Holding, more or less.		
			A.	R.	P.
Moorgate and Bolham in the Parish or Township of Clareborough, Clareborough Welham, Tilne in the Parish or Township of Hayton, and Hayton.	John Ollivant	Land - - -	15	0	0
	Thomas Pilgrim	Cottage and Land - -	1	0	22
	James Pilgrim	Ditto - - -	2	3	0
	John Rowe	Cottage and Garden - -	0	0	14
	Richard Rushby	Ditto - - -	0	1	2
	Daniel Rowland	Garden.	—	—	—
	Widow Sturkey	Cottage and Land - -	5	0	16
	John Swallow	Ditto - - -	2	2	13
	James Scholfield	Ditto - - -	1	2	35
	Jane Theaker	Cottage.	—	—	—
	Widow Theaker	Cottage and Land - -	3	1	0
	John Walker	Garden.	—	—	—
	William Willis	Cottage and Garden.	—	—	—
		Tithes and Annual Composition Rents in lieu of Tithes.	—	—	—

*Rectory Estate.*

Eaton Leasehold	Mrs. Denman, George Heane, J. Jackson, John Knight.	Farm and Lands - - -	188	2	1
County of Warwick.	In hand	The Manor of Bilton, with its Rights, Members, and Appurtenances, and also the Quit and other Rents thereunto belonging.	—	—	—
Parish of Bilton	George Abel	Farm - - -	44	3	26
	John Allibone	Ditto - - -	271	0	38
	Thomas Berry	Ditto - - -	341	0	7
	Charles Bucknill	Ditto - - -	32	1	31
	Thomas Bradshaw	Ditto - - -	55	1	39
	M. Barnivall	Ditto - - -	20	0	15
	Thomas Bird	Ditto - - -	41	0	29
	Edward Clark	Ditto - - -	17	3	20
	Samuel Daniel	Ditto - - -	13	0	18
	Henry Flavel	Cottage and Land - -	0	2	12
	Phœbe Jennings	Cottage and Land - -	0	0	33
	Thomas Jackson	Farm - - -	70	2	10
	John Martin	Ditto - - -	46	1	30
	George Morgán	Land - - -	0	0	33
	Richard Smith	Farm - - -	188	0	24
	William Townsend	House and Land - -	55	3	27
	Waddington's Executors.	Public House and Farm -	61	1	16

[Private.]

The FIRST SCHEDULE — *continued.**Mines in the County of Derby.*

Situation.	Names.	Shares.
Winster Liberty	Yate Stoop	1-24th, 1-24th, and 1-48th.
	Placket	1-24th, 1-48th, and 1-96th.
	Drake and Lime kiln	1-48th and 1-96th.
	Portoway	1-24th and 1-48th.
Eyam Liberty	Stoke Sough	1-48th, 1-96th.
	Old and New Bradshaws	1-384th, 1-768th.
	Little Pasture	1-96th.
	Ditto	1-48th.
	Consolidated Titles	1-48th, 1-192nd.
	Milnes and Middletons	1-192nd.

And all other (if any) the Messuages, Lands, Rents, Tithes, Mines, Shares of Mines, Tenements, and Hereditaments respectively comprised in the several and respective Indentures of the Eleventh Day of November 1816, the Eleventh Day of November 1816, the Twenty-third Day of January 1817, and the Second and Third Days of June 1817, (in the Body of this Act recited,) and which immediately previously to the Date and Execution of the Deeds Poll of the Twenty-sixth and Twenty-seventh Days of January 1825 respectively (therein also recited) stood limited to the joint Appointment of the said John Simpson and Henry Bridgeman Simpson, save and except such of the same Messuages, Lands, Rents, Tithes, Tenements, and Hereditaments as are comprised in the Two respective Indentures of the Eighteenth Day of August 1830, (therein also recited,) which are respectively included in the Second and Third Schedules to this Act, or intended so to be.

*P. Simpson.*

## The SECOND SCHEDULE to which the foregoing Act refers.

Situations.	Tenants Names.	Names of Hereditaments.	Quantities of Land, including Homestead, in each Tenant's Holding, more or less.			
			A.	R.	P.	
County of York	In hand	The Manor of Westhall, with its Rights, Members, and Appurtenances, and also the Quit and other Rents thereunto belonging.		—		
Stainforth in the Parish of Hatfield.	John Bladworth	Stainforth Hall Farm	245	3	24	
	Joseph Freeman	Land	2	0	8	
	William Johnson	East Ings	11	3	0	
	John Ransom	Land	1	3	25	
	William Winder	Cottage and Land	0	1	34	
	Ainley Richard, jun.	Ditto	0	2	25	
Parish of Fishlake	George Lee	Ditto	0	3	25	
	Joseph Burk's Executors.	Farm	134	0	37	
County of Derby.— In the Parishes, Townships, Villages, Precincts, or Territories of Stoke, Hope, Stoney, Middleton, Goatcliffe, Eyam, Baslow, and Bakewell.	John Bladworth	Farm	58	3	10	
	In hand	The Manor of Stoke, with its Rights, Royalties, Members, and Appurtenances, and also the Quit and other Rents thereunto belonging.		—		
		The Mansion House of Stoke, with the Offices, Yards, Gardens, Pleasure Grounds, Meadows, Woods, and Plantations there		—		
	Robert Tomlin	Knoutchley Farm	227	1	34	
	Joseph Bennett	Gold Hay	237	1	28	
	William Fletcher	Baslow	15	0	35	
	Rob. Higginbotham	Pickers	1	1	0	
	Thomas Outram	Goutley	16	2	2	
	Isaac Outram	Banks	5	1	20	
	William Oates	Woodman's Cottage and Land	2	3	32	
	Thomas White	Cottage and Garden	4	1	35	
				0	1	5

And all other (if any) the Messuages, Lands, Rents, Tithes, Tenements, and Hereditaments comprised or intended to be comprised in the Indenture of the Eighteenth Day of August 1830, in this Act firstly recited.

*P. Simpson.*

## The THIRD SCHEDULE to which the foregoing Act refers.

Situations.	Tenants Names.	Names of Hereditaments.	Quantities of Land, including Homestead, in each Tenant's Holding, more or less.		
			A.	R.	P.
County of Warwick, Parish of Bilton.	In hand	The Mansion House of Bilton Hall, with the Gardens, Pleasure Grounds, Plantations, Outhouses, Edifices, Buildings, and Stables adjoining the Garden thereunto belonging	6	3	9
		And also all those several Closes called the Home Closes, and heretofore known by the Names and containing the several Quantities following:			
	William Townsend	Round Close	1	1	35
	Ditto	Home Close	2	2	19
	In hand	Paddock	1	0	9
	William Townsend	Walnut Tree Close	1	2	26
	Ditto	Grove, &c.	4	2	15
	In hand	Pond and Stew in the Ground called the Park.	1	3	32

And all other (if any) the Lands, Tenements, and Hereditaments comprised or intended to be comprised in the Indenture of the Eighteenth Day of August 1830, in the Body of this Act secondly recited.

*P. Simpson.*