



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. 8.

An Act for enabling Leases and Sales to be made of an Estate at *Horton* in the Parish of *Bradford* in the County of *York*, holden upon the Trusts of the Will of *Jacob Hudson* deceased.

[14th August 1848.]

WHEREAS *Jacob Hudson*, late of *Horton* in the Parish of *Bradford* in the County of *York*, Woolcomber, deceased, by his Will, dated the Fourth Day of *January* One thousand seven hundred and seventy-two, and proved after his Death in the Exchequer Court of *York*, devised to *John Bower*, *Isaac Hollings*, *James Garnett* (herein-after called *James Garnett* the Grandfather), and *John Balme*, the Lands and Hereditaments mentioned in the First Schedule to this Act annexed (and herein-after referred to as the devised Trust Estate), with other Hereditaments, to hold to the said *John Bower*, *Isaac Hollings*, *James Garnett* the Grandfather, and *John Balme*, and the Survivors and Survivor of them, their Heirs, Assigns, and Successors for ever, upon trust as to Parts thereof, after the Decease of *Grace* the Wife of the said Testator (long since deceased), and as to the Residue thereof, after the Decease of the Survivor of *Grace Wyrin* and *Ann* and *Mary* her Sisters (all long since deceased), to pay and apply the yearly Rents and Profits to become due for the said devised Trust Estate from Time to Time and at all Times in manner following; (that is to say,) to *Jacob*

Will of Jacob Hudson, dated 4th Jan. 1772.

[Private.]

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Lister (herein-after called *Jacob Lister* the Devisee) the Sum of Six Pounds a Year during his natural Life, and after his Decease then to his next and right Heir at Law for Life, and so forward to his or her right Heir at Law successively one after another for ever; to *John Lister* (herein-after called *John Lister* of *Horton* the Devisee) the Sum of Three Pounds a Year during his natural Life, and after his Decease then to his next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Joseph Lister* (herein-after called *Joseph Lister* the Devisee) the Sum of Two Pounds a Year during his natural Life, and after his Decease then to his next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Mary Lister* the Sum of Two Pounds a Year during her natural Life, and after her Decease to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Mary*, Wife of *John Shread*, the Sum of Five Pounds a Year during her natural Life, and after her Decease to her eldest Son then living, if she should leave Issue a Son then living, and if not to her eldest Daughter then living, for Life, whether Son or Daughter, and after the Decease of such Son or Daughter then to the next and right Heir of such Son or Daughter, as the Case might be, for Life, and so forward to his or her right Heir successively for ever; to *Grace Lister* the Sum of Five Pounds a Year during her natural Life, and after her Decease to her Son *Jacob Lister* (herein-after called *Jacob Lister* the Devisee in remainder) for the Term of his natural Life, and after his Decease to his next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *John Lister* (herein-after called *John Lister* of *Tingley*) the Sum of Two Pounds a Year during his natural Life, and after his Decease to his next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Mark Brook* the Sum of Three Pounds a Year during his natural Life, and after his Decease to his eldest Child then living for Life, if he should leave any Issue lawfully begotten, and for Want of Issue to *Grace Harrison* for her Life, and after her Decease then to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *John Booth* the Sum of Three Pounds a Year during his natural Life, and after his Decease to his next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Hannah Booth* the Sum of One Pound and Ten Shillings a Year during her natural Life, and after her Decease to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Sarah Booth* the Sum of One Pound and Ten Shillings a Year during her natural Life, and after her Decease to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Sarah* Wife of *Joseph Brook* the Sum of Five Pounds a Year during her natural Life, and after her Decease to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; to the said *Grace Harrison* the Sum of Three Pounds a Year during her natural Life, and after her Decease then to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Mary Atkinson* the Sum of Two Pounds a Year during her natural Life, and after her Decease to her next and right Heir for

for Life, and so forward to his or her right Heirs successively for ever; to *Alice Gaunt* the Sum of One Pound a Year during her natural Life, and after her Decease then to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Joseph Gaunt* the Sum of One Pound a Year during his natural Life, and after his Decease then to his next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Jonathan Gaunt* the Sum of One Pound a Year during his natural Life, and after his Decease to his next and right Heir for Life, and so forward to his or her right Heir successively for ever; to *Ann Birk* the Sum of One Pound a Year during her natural Life, and after her Decease to her eldest Child then living for Life, if she should leave any Issue lawfully begotten, and for Want of Issue lawfully begotten to the said *John Booth* for Life, and after his Decease then to his next and right Heir for Life, and so forward to his or her right Heirs successively for ever; to *Martin Gaunt* the Sum of Two Pounds a Year during his natural Life, and after his Decease to his eldest Child then living for Life, if he should leave any Issue lawfully begotten, and for Want of Issue to the said *Mary Atkinson* for Life, and after her Decease then to her next and right Heir for Life, and so forward to his or her right Heir successively for ever; and, after reciting that there was Coal in some Part or Parts of the said Estates, the said Testator empowered his Trustees for the Time being to sell and dispose of the same, and the Money arising by such Sale or Sales he willed should be paid unto and amongst his said Legatees, or such other Persons as Heirs to them to whom the same might at the Time of receiving such Purchase Money of Right belong, in proportion and according to their several and respective Legacies or yearly Sums of Money above mentioned, to be given to them severally and respectively; and further, that so often as his Trustees for the Time being should have the Sum of Twenty Pounds in their Hands overplus Money undisposed of, they should pay the same unto and amongst his said Legatees, or such other Persons as Heirs to his said Legatees to whom the same at any Time thereafter for every right of right belong according to that his Will, in proportion and according to their several and respective Legacies or yearly Sums of Money above mentioned, to be given to them severally and respectively: And whereas by an Indenture dated the Second Day of *February* One thousand seven hundred and eighty-one, made or expressed to be made between the said *Jacob Lister* the Devisee, *John Lister* of *Horton*, and *Joseph Lister* the Devisee, *John Whitaker* and *Mary* his Wife, the said *John Shread* and *Mary* his Wife, *Grace Lister*, *John Lister* of *Tingley*, *Mark Brook*, *John Booth*, *Hannah Booth*, *Sarah Booth*, and *Joseph Brook* and *Sarah* his Wife, *Christopher Leeds* and *Grace* his Wife, *Samuel Atkinson* and *Mary* his Wife, *Alice Gaunt* Spinster, *Joseph Gaunt*, the said *Jonathan Gaunt*, and *James Speight* and *Ann* his Wife, and the said *Martin Gaunt* of the one Part, and the said *John Bower*, *James Garnett* the Grandfather, and *John Balme* of the other Part, and executed by all the said Parties thereto, except the said *Jacob Lister* the Devisee, *Joseph Lister* the Devisee, *Mary* the Wife of the said *John Whitaker*, *Christopher Leeds*, *John Bower*, *James Garnett* the Grandfather, and *John Balme*, wherein it was recited that the said

Testator

Indenture
dated 2d Feb.
1781.

Indenture
dated 2d
April 1802.

Testator left the said *Mary Shread* his Heiress at Law, and that the said *Isaac Hollings* had declined to act in the Trusts of the said Will, the said devised Trust Estate was expressed to be released by the said *John Shread* and *Mary* his Wife unto and to the Use of the said *John Bower*, *James Garnett* the Grandfather, and *John Balme*, their Heirs and Assigns for ever, upon the Trusts of the said Will: And whereas by an Indenture dated the Second of *April* One thousand eight hundred and two, and made between the said *James Garnett* the Grandfather of the one Part, and *Samuel Broadley*, *John Balme* the younger, and *James Garnett* (herein-after called *James Garnett* the Uncle) of the other Part, wherein it was recited that the said *John Bower*, *Isaac Hollings*, and *John Balme* were all dead, it was expressed that the said *James Garnett* the Grandfather, in pursuance of a Power in that Behalf given by the said recited Will, appointed the said *Samuel Broadley*, *John Balme* the younger, and *James Garnett* the Uncle to be the Trustees with the said *James Garnett* the Grandfather for the Purposes of the said Will, and did (as far as he could or might) grant, convey, release, and confirm the said devised Trust Estate then vested in him as surviving Trustee as aforesaid, and whereof the Trusts had not been fully answered, unto the said *Samuel Broadley*, *John Balme* the younger, and *James Garnett* the Uncle, their Heirs and Assigns, to the Use of the said *James Garnett* the Grandfather, *Samuel Broadley*, *John Balme* the younger, and *James Garnett* the Uncle, their Heirs and Assigns for ever, upon the Trusts of the said Will: And whereas by Indenture dated the Twenty-eighth Day of *June* One thousand eight hundred and twenty-seven, and made between the said *James Garnett* the Uncle of the one Part, and *Richard Garnett*, *James Garnett* (herein-after called *James Garnett* the Grandson); and *John Greenwood* of the other Part, wherein it was recited that the said *James Garnett* the Grandfather, *Samuel Broadley*, and *John Balme* the younger were all dead, it was expressed that the said *James Garnett* the Uncle, in pursuance of the said Power in that Behalf, appointed the said *Richard Garnett*, *James Garnett* the Grandson, and *John Greenwood* to be Trustees with the said *James Garnett* the Uncle for the Purposes of the said Will, and did (as far as he lawfully might or could) grant, convey, release, and confirm the said devised Trust Estate then vested in him as surviving Trustee as aforesaid, and whereof the Trusts had not been fully answered, unto the said *Richard Garnett*, *James Garnett* the Grandson, and *John Greenwood*, and their Heirs, to the Use of the said *Richard Garnett*, *James Garnett* the Grandson, *John Greenwood*, and *James Garnett* the Uncle, their Heirs and Assigns for ever, upon the Trusts of the said Will: And whereas by Indenture dated the Eleventh Day of *June* One thousand eight hundred and twenty-eight, and made between *Thomas Pullan* of the one Part, and the said *Richard Garnett*, *James Garnett* the Grandson, and *John Greenwood* of the other Part, wherein it was recited that the Commissioners of the *Leeds and Halifax* Turnpike Road had, for the Purpose of forming a new Branch of the same Road, taken Part of the said Freehold Estate devised by the said Will as aforesaid, at the Sum of Two hundred and forty-three Pounds and Ten Shillings, which said Sum the said *Richard Garnett*, *James Garnett* the Grandson, and *John Greenwood* were advised was impressed with the Character of Realty,

Indenture
dated 28th
June 1827.

Indenture
dated 11th
June 1828.

Realty, and ought to be invested in the Purchase of Land for the Improvement of the said devised Trust Estate, and that they had contracted with the said *Thomas Pullan* for the absolute Purchase of the Hereditaments therein-after described for the Sum of Two hundred and seventy Pounds, being the said Sum of Two hundred and forty-three Pounds and Ten Shillings arising as aforesaid, and the Sum of Twenty-six Pounds and Ten Shillings being the Residue thereof contributed and paid by the Cestuique Trust of the said devised Trust Estate, the Lands and Hereditaments mentioned in the Second Schedule to this Act annexed (and herein-after referred to as the purchased Trust Estate), with the Appurtenances, were expressed to be appointed, granted, and released unto and to the Use of the said *Richard Garnett, James Garnett* the Grandson, and *John Greenwood*, their Heirs and Assigns for ever, upon the Trusts of the said Will: And whereas by Indenture dated the Seventh Day of *December* One thousand eight hundred and thirty-six, and made between the said *Richard Garnett* and *James Garnett* the Grandson of the First Part, *Joseph Smith* and *William Hardcastle* of the Second Part, and *John Brogden* of the Third Part, wherein it was recited that the said *James Garnett* the Uncle and *John Greenwood* were both dead, it was expressed that the said *Richard Garnett* and *James Garnett* the Grandson, in execution of the said Power, appointed the said *Joseph Smith* and *William Hardcastle* Trustees of the said Will jointly with the said *Richard Garnett* and *James Garnett* the Grandson, and did bargain, sell, and release the said devised Trust Estate and the said purchased Trust Estate (and which are herein-after referred to as the Trust Estates) unto the said *John Brogden* and his Heirs, to the Use of the said *Richard Garnett, James Garnett* the Grandson, *Joseph Smith*, and *William Hardcastle*, their Heirs and Assigns for ever, upon the Trusts of the said Will: And whereas the said *Jacob Lister* the Devisee intermarried with *Jane Shepley*; and departed this Life on or about the Fourteenth Day of *May* One thousand eight hundred and thirty-five, intestate, leaving by his said Wife *William Lister* of *Mirfield* his eldest Son and Heir at Law: And whereas the said *William Lister* of *Mirfield* claimed at the Time of the Execution of the Agreement herein-after recited to be beneficially entitled, under the said *Jacob Lister* the Devisee, to Twelve undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *John Lister* of *Horton*, by his Will dated the Thirteenth Day of *February* One thousand eight hundred and thirty-nine, and proved after his Death in the Exchequer Court of *York*, his Share and Interest of and in the said Trust Estates unto *John Harrison* and *John Crossley*, their Heirs and Assigns, upon trust to sell the same, and, after Payment of all his just Debts and Funeral and Testamentary Expenses, and all the Costs and Charges incurred in such Sale or in the Execution of his Will, to divide the Proceeds thereof into Six equal Parts, and to pay One Sixth Part thereof to his Son *Jacob Lister* (herein-after called *Jacob Lister* the elder), another Sixth Part thereof to the same Testator's Daughter *Ann*, the Wife of *William Holdsworth*, another Sixth Part thereof to the same Testator's Daughter *Elizabeth*, the Wife of *Samuel Waddington*, another Sixth Part thereof to the same Testator's Daughter *Hannah*, the Wife of the said *John Harrison*, another Sixth Part thereof to

Indenture
dated 7th De-
cember 1836.

Will of John
Lister of
Horton,
dated 13th
Feb. 1839.

[Private.]

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the same Testator's Daughter *Mary*, the Wife of the said *John Crossley*, and the other Sixth Part thereof to *Elizabeth Lister*, and directed that the Receipts alone of his said Daughters, notwithstanding Coverture, should be a sufficient Discharge for the Amount of Money paid to them for their Shares, and that in case any of his Sons and Daughters should die in his Lifetime, leaving Issue, then he gave the Share of such Person so dying to his or her Issue equally: And whereas the said *John Lister* of *Horton* departed this Life on or about the Fourteenth Day of *July* One thousand eight hundred and forty-five: And whereas any Sale of the Share or Interest of the said Testator *John Lister* of *Horton* of and in the said Trust Estates or any Part thereof hath not yet been made under the Trusts of his said Will, but all his just Debts and Funeral and Testamentary Expenses have been paid: And whereas the said *Elizabeth Lister* (by her Maiden Name of *Parkinson*) intermarried with *John Lister*, and departed this Life in the Lifetime of the said Testator *John Lister* of *Horton*, leaving *Jacob Lister* (herein-after called *Jacob Lister* the younger), *John Lister* (herein-after called *John Lister* deceased), *Elizabeth*, who intermarried with *George Beauland*, and *Richard Parkinson Lister*, her Four Children and only Issue: And whereas the said last-named *John Lister* deceased departed this Life in or about the Month of *March* One thousand eight hundred and forty-six, a Bachelor and intestate: And whereas the said *Jacob Lister* the elder, *William Holdsworth* and *Ann* his Wife, *Samuel Waddington* and *Elizabeth* his Wife, *John Harrison* and *Hannah* his Wife, *John Crossley* and *Mary* his Wife, *Jacob Lister* the younger, *George Beauland* and *Elizabeth* his Wife, and *Richard Parkinson Lister*, claimed at the Time of the Execution of the Agreement herein-after recited to be beneficially entitled under the said *John Lister* of *Horton* to Six other undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates, and the said *John Harrison* and *John Crossley* then claimed to be Trustees as aforesaid of the same Parts: And whereas the said *Joseph Lister* the Devisee intermarried with *Sarah Priestley*, and departed this Life in the Month of *December* One thousand eight hundred and sixteen, intestate, leaving by his said Wife *Reuben Lister* his only Son and Heir at Law: And whereas the said *Reuben Lister* at the Time of the Execution of the Agreement herein-after recited claimed to be beneficially entitled under the said *Joseph Lister* the Devisee to Four other undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *Mary Lister* intermarried with *John Whitaker*, who in the Year One thousand eight hundred and nine departed this Life, leaving her his Widow: And whereas the said *Mary Whitaker*, at the Time of the Execution of the Agreement herein-after recited, claimed to be beneficially entitled to Four other undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *Mary Shread* departed this Life in the Year One thousand seven hundred and ninety-three, intestate, leaving her Husband the said *John Shread*, and *Abraham Shread* her eldest Son and Heir at Law: And whereas the said *John Shread* departed this Life in or about the Month of *June* One thousand seven hundred and ninety-five: And whereas the said *Abraham Shread* intermarried with *Mary Aveyard*,

yard, and departed this Life in or about the Month of *January* One thousand eight hundred and seventeen, intestate, leaving by his said Wife *George Shread* his eldest Son and Heir at Law: And whereas the said *George Shread* at the Time of the Execution of the Agreement herein-after recited claimed to be beneficially entitled under the said *Mary Shread* to Ten other equal undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *Grace Lister* departed this Life in the Year One thousand seven hundred and ninety-six, leaving the said *Jacob Lister* the Devisee in remainder her surviving: And whereas the said *Jacob Lister* the Devisee in remainder intermarried with *Sarah Stublely*, and departed this Life in the Year One thousand eight hundred and one, intestate, leaving by his said Wife *George Lister* his eldest Son and Heir at Law: And whereas the said *George Lister*, at the Time of the Execution of the Agreement herein-after recited, claimed to be beneficially entitled under the said *Jacob Lister* the Devisee in remainder to Ten other equal undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *John Lister* of *Tingley* intermarried with *Elizabeth Barras*, and departed this Life on or about the Twenty-second Day of *May* One thousand seven hundred and ninety-eight, intestate, leaving by his said Wife *John Lister* of *Thornhill* his eldest Son and Heir at Law: And whereas the said *John Lister* of *Thornhill*, by his Will dated the Twentieth Day of *December* One thousand eight hundred and twenty-five, and proved after his Decease in the Exchequer Court of *York*, devised all his Real and Personal Estates unto his Wife *Sarah*, *William Toone*, and *John Lewis*, their Heirs, Executors, Administrators, and Assigns, upon trust out of his Personal Estate to pay his Debts and Funeral and Testamentary Expenses, and after full Payment thereof to permit his said Wife to enjoy his Real and Personal Estate until the youngest of his Thirteen Children, *Mary Ann Lister*, *Elizabeth Lister* (herein-after called *Elizabeth Lister* the Grand-daughter), *Ann Lister*, *John Lister* (herein-after called *John Lister* the Grandson), *Ellen Lister*, *Sarah Ann Lister*, *Charlotte Lister*, *Eliza Lister*, *William Lister* (herein-after called *William Lister* the Grandson), *Joseph Lister* (herein-after called *Joseph Lister* the Grandson), *Louisa Maria Lister*, *Edward Lister*, and *Emma Lister*, should attain the Age of Twenty-one Years, and upon such youngest Child attaining that Age then upon trust to sell his said Real Estate, and to retain out of the Money arising therefrom, and from such Part of his Personal Estate as should be in Money, such a Sum of Money as would produce an annual Interest of One hundred Pounds, and to place out the same at Interest, and pay the annual Produce thereof to his said Wife during her natural Life, and as to the Residue of the Money to arise from his said Real and Personal Estates, and as to the said Sum, after the Decease of his said Wife, upon trust to divide the same unto and equally amongst all his Children, their Executors, Administrators, and Assigns, for their own Use and Benefit absolutely, and directed, that in case any of his said Children should die before he, she, or they should attain the Age of Twenty-one Years without leaving Issue, then the Share or Shares of each such Child so dying should go to and be equally divided amongst the Survivors of his said Children,

Will of John
Lister of
Thornhill,
dated 20th
Dec. 1825.

dren, for their own Use and Benefit, and that each of his Children should take vested Interests in the Share or Shares of his Property so given to them as aforesaid, or devolving to them by Survivorship, on their severally attaining the Age of Twenty-one Years: And whereas the said *John Lister* of *Thornhill* departed this Life in or about the Year One thousand eight hundred and twenty-five: And whereas the said Thirteen Children of the said Testator *John Lister* of *Thornhill* respectively herein-before named respectively survived him, and were his only Children living at his Decease, and he had no Child born after his Decease: And whereas the said *Joseph Lister* the Grandson departed this Life on or about the Twenty-fourth Day of *November* One thousand eight hundred and forty, a Bachelor under the Age of Twenty-one Years: And whereas all the others of the said Thirteen Children of the said *John Lister* of *Thornhill* respectively attained the Age of Twenty-one Years: And whereas the said *Mary Ann Lister* intermarried with *John Hall*, and departed this Life, intestate, on or about the Sixteenth Day of *August* One thousand eight hundred and thirty-one: And whereas the said *Elizabeth Lister* the Grand-daughter intermarried with *William Armitage*, and the said *Ann Lister* intermarried with *Michael Shread*, and the said *Ellen Lister* intermarried with *Joseph Blakeley*, and the said *Sarah Ann Lister* intermarried with *Joseph Scholefield*, and the said *Eliza Lister* intermarried with *Richard Mann*: And whereas the said *Charlotte Lister* intermarried with *John Sykes*, and departed this Life, intestate, on or about the Twenty-fifth Day of *October* One thousand eight hundred and forty-three: And whereas the said *John Sykes* departed this Life, intestate, on or about the Second Day of *November* One thousand eight hundred and forty-three: And whereas the said *William Toone* refused to act in the Execution of the Trusts of the said Will of the said *John Lister* of *Thornhill*: And whereas the said *John Lewis* departed this Life in or about the Month of *March* One thousand eight hundred and forty-three: And whereas the said *Sarah Lister*, *John Hall*, *William Armitage* and *Elizabeth* his Wife, *Michael Shread* and *Ann* his Wife, *John Lister* the Grandson, *Joseph Blakeley* and *Ellen* his Wife, *Joseph Scholefield* and *Sarah Ann* his Wife, *Richard Mann* and *Eliza* his Wife, *William Lister* the Grandson, *Louisa Maria Lister*, *Edward Lister*, and *Emma Lister* claim to be beneficially entitled under the said *John Lister* of *Tingley* to Four other equal undivided One One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *Mark Brook* departed this Life in or about the Month of *June* One thousand seven hundred and ninety-seven, a Bachelor: And whereas the said *Grace Harrison* intermarried with *Christopher Leeds*, and departed this Life in the Year One thousand eight hundred and five, intestate, leaving *Hannah* (who intermarried with *William Dixon*) her only Child and Heiress at Law, and the said *Christopher Leeds* departed this Life in or about the Year One thousand eight hundred and ten: And whereas by Indenture dated the Twenty-fifth Day of *August* One thousand eight hundred and forty-five, and made between the said *William Dixon* and *Hannah* his Wife of the one Part, and *Thomas Dixon* of the other Part, it was expressed that the said *William Dixon* and *Hannah* his Wife did grant, bargain, sell, release, and convey all the Share or Shares,

Indenture
dated 25th
Aug. 1845.

Shares, Estate and Interest whatsoever of the said *William Dixon* and *Hannah* his Wife, and each of them, of and in the said Trust Estates, unto the said *Thomas Dixon* and his Heirs, to the Use of the said *William Dixon* and his Assigns during his Life, with Remainder to the Use of the said *Thomas Dixon*, his Executors and Administrators, during the Life of and in trust for the said *William Dixon*, with Remainder to the Use of the said *William Dixon*, his Heirs and Assigns for ever; And whereas the said *William Dixon* at the Time of the Execution of the Agreement herein-after recited claimed to be beneficially entitled under the said *Grace Leeds* to Twelve other equal undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *Ann Birk*, who had intermarried with *James Speight*, and survived him, departed this Life without Issue: And whereas the said *Hannah Booth*, who had intermarried with *John Butler*, departed this Life in the Year One thousand seven hundred and ninety-four, and without Issue, leaving the said *John Booth* her only Brother and Heir at Law: And whereas the said *John Booth*, who intermarried with *Mary Jowett*, and departed this Life in the Year One thousand eight hundred and one, intestate, leaving by his said Wife *Mercy*, who intermarried with *Abraham Barraclough*, and survived him, and *Hannah*, who intermarried with *Jonas Illingworth*, his only Children and Co-heiresses at Law: And whereas the said *Hannah Illingworth* departed this Life on or about the Fifth Day of *June* One thousand eight hundred and thirty-four, leaving *Booth Illingworth* her eldest Son and Heir at Law: And whereas the said *Mercy Barraclough*, as to one Moiety, and the said *Jonas Illingworth* and *Booth Illingworth*, as to the other Moiety, at the Time of the Execution of the Agreement herein-after recited, claimed to be beneficially entitled under the said *John Booth* and *Hannah Butler* respectively to Eleven other equal undivided One One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *Sarah Booth* intermarried with *William Brayshaw*, and survived him, and departed this Life in the Year One thousand eight hundred and thirty-seven, intestate, and without Issue, leaving the said *Mercy Barraclough* and *Booth Illingworth* her Co-heirs at Law: And whereas the said *Mercy Barraclough* and *Booth Illingworth*, at the Time of the Execution of the Agreement herein-after recited, claimed to be beneficially entitled under the said *Sarah Brayshaw* to Three other equal undivided One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas the said *Sarah* the Wife of the said *Joseph Brook* survived him, and departed this Life in the Year One thousand eight hundred and ten, intestate, leaving *Jonathan Brook* her only Son and Heir at Law: And whereas the said *Jonathan Brook* departed this Life in or about the Month of *August* One thousand eight hundred and thirty-six, intestate, and without Issue: And whereas the said *Jonathan Brook* had no Brother, but had Five Sisters (and no more), namely, *Sarah Brook*, who intermarried with *Samuel Clough*, and died in the Year One thousand eight hundred and thirty-one, leaving by her said Husband *William Clough* her Son and Heir at Law, *Grace Brook*, who intermarried with *William Anderson*, and died in the Year One thousand eight hundred and twenty-two, leaving by her said Husband *George Anderson* her Son and Heir at Law,

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Martha

Martha Brook, who intermarried with *James Peart*, and died in the Year One thousand eight hundred and seven, leaving by her said Husband *Jonathan Peart* her Son and Heir at Law, *Hannah Brook* (herein-after mentioned as the Wife of *James Knowles* and *Betty Brook*) herein-after mentioned as the Wife of *Joseph Yates*: And whereas at the Death of the said *Jonathan Brook* the said *William Clough*, *George Anderson*, *Jonathan Peart*, *Hannah* the Wife of *James Knowles*, and *Betty Yates* were his Co-heirs at Law: And whereas the said *Jonathan Peart* intermarried with *Francis Powell*, and departed this Life in or about the Month of *September* One thousand eight hundred and forty, intestate, leaving *Edwin Peart* his only Son and Heir at Law: And whereas the said *Hannah Brook* first intermarried with *Stephen Fawcett*, who departed this Life in or about the Year One thousand seven hundred and ninety-five, and she had by him Three Children only, to wit, *Elizabeth Fawcett* and *Sarah Fawcett*, who respectively departed this Life Infants and unmarried, and *Ursula Fawcett*, who intermarried with *David Tetley*, and had by him *John Fawcett Tetley* her eldest Son, and departed this Life on or about the Twenty-second Day of *September* One thousand eight hundred and twenty-nine: And whereas the said *Hannah Fawcett* afterwards intermarried with the said *James Knowles*, and had by him One Child only, to wit, *Rachael Knowles*, who intermarried with *Joseph Wooller*, and had by him *James Knowles Wooller* her only Son: And whereas the said *Hannah Knowles* survived the said *James Knowles*, and departed this Life in or about the Month of *January* One thousand eight hundred and thirty-seven, intestate, leaving the said *John Tetley* and *James Knowles Wooller* her Heirs at Law: And whereas the said *Betty Brook* intermarried with *James Yates*, and departed this Life in or about the Month of *February* One thousand eight hundred and thirty-eight, intestate, leaving by her said Husband *Joseph Yates* her eldest Son and Heir at Law: And whereas the said *William Clough*, *George Anderson*, *Edwin Peart*, *Joseph Wooller* and *Rachael* his Wife, and *Joseph Yates*, claimed at the Time of the Execution of the Agreement herein-after recited to be beneficially entitled under the said *Sarah Brook* to Ten other equal undivided One One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates, the said *Rachael Wooller* being then erroneously supposed to be the Heiress at Law of the said *Hannah Knowles*: And whereas the said *Martin Gaunt* departed this Life in the Year One thousand seven hundred and eighty-two, without Issue: And whereas the said *Mary Atkinson* intermarried with *Samuel Atkinson*, and departed this Life in the Year One thousand eight hundred and fourteen, a Widow, and intestate, leaving by her said Husband *William Atkinson* her eldest Son and Heir at Law: And whereas the said *William Atkinson*, by his Will dated the Third Day of *January* One thousand eight hundred and thirty-eight, and proved after his Death in the Exchequer Court of *York*, devised all his Real Estate to his Son *George Atkinson*, his Heirs and Assigns, absolutely for ever, subject to the Payment of his just Debts and Funeral and Testamentary Expenses; and the said *George Atkinson*, at the Time of the Execution of the Agreement herein-after recited, claimed to be beneficially entitled under the said *Mary Atkinson* to Eight other equal undivided One One-hundredth Parts of the Fee Simple

Will of
William
Atkinson,
dated 3d Jan.
1838.

Simple and Inheritance of the said Trust Estates: And whereas the said *William Atkinson* departed this Life in or about the Year One thousand eight hundred and forty-one: And whereas the said *Jonathan Gaunt* long since departed this Life, intestate, leaving *Samuel Gaunt* his eldest Son and Heir at Law: And whereas the said *Alice Gaunt* departed this Life in or about the Year One thousand seven hundred and ninety-three, unmarried and intestate, leaving the said *Samuel Gaunt* her Heir at Law: And whereas the said *Samuel Gaunt* long since departed this Life, intestate, leaving *Hannah*, who intermarried with *John Asquith*, and *Betsy*, who intermarried with *David Dixon*, his only Children and Co-heiresses at Law: And whereas the said *Hannah Asquith* long since departed this Life, leaving *William Asquith* her eldest Son and Heir at Law: And whereas the said *William Asquith* intermarried with *Maria Forster*, and departed this Life in or about the Year One thousand eight hundred and twenty-nine, intestate as to his Share or Interest of or in the Real Estate of the said Testator *Jacob Hudson*, leaving by his said Wife *Henry Asquith* his eldest Son and Heir at Law: And whereas the said *John Asquith* long since departed this Life: And whereas the said *Betsy Dixon* departed this Life in or about the Year One thousand eight hundred and twenty-three, leaving *Martha Gaunt*, who intermarried with *John Bramald*, *Hannah*, who intermarried with *Joseph Bramald*, *Sarah*, who intermarried with *Robert Pearson*, and *Elizabeth*, who intermarried with *George Briggs*, her only Children and Co-heiresses at Law: And whereas the said *David Dixon* departed this Life in or about the Month of *May* One thousand eight hundred and thirty-four: And whereas the said *Joseph Gaunt* departed this Life in or about the Year One thousand eight hundred and twenty-four, intestate and without Issue, leaving the said *William Asquith*, *Martha Gaunt Bramald*, *Hannah Bramald*, *Sarah Pearson*, and *Elizabeth Briggs* his Co-heirs at Law: And whereas the said *Martha Gaunt Bramald* departed this Life in or about the Month of *March* One thousand eight hundred and forty-four, leaving the said *John Bramald* her Husband and *Clarinda Bramald* her only Child and Heiress at Law: And whereas the said *Henry Asquith*, *John Bramald*, *Clarinda Bramald*, *Joseph Bramald* and *Hannah* his Wife, *Robert Pearson* and *Hannah* his Wife, and *George Briggs* and *Elizabeth* his Wife, at the Time of the Execution of the Agreement herein-after recited claimed to be beneficially entitled under the said *Alice Gaunt*, *Joseph Gaunt* the Devisee, and *Jonathan Gaunt* respectively, to the remaining Six equal undivided One One-hundredth Parts of the Fee Simple and Inheritance of the said Trust Estates: And whereas on or about the Twelfth Day of *December* One thousand eight hundred and forty-five an Agreement (being the Agreement herein-before referred to) was made and entered into in the Words or to the Effect following; that is to say, an Agreement made and entered into this Twelfth Day of *December* One thousand eight hundred and forty-five, between the Parties whose Names are contained in the Schedule hereunder written, who have executed these Presents, of the one Part, and *Richard Garnett*, *Joseph Smith*, and *William Hardcastle*, all of *Bradford* in the County of *York*, of the other Part; whereas under and by virtue of the Will of *Jacob Hudson* deceased the several Parties whose Names are contained in the Schedule hereunder

Agreement
for Convey-
ance of Trust
Estates,
dated 12th
Dec. 1845.

under written are entitled in various Portions to the Lands, Tenements, Hereditaments, and Premises late the Estate of the said *Jacob Hudson*, and situate in the Township of *Horton* in the Parish of *Bradford* aforesaid, or to the Rents and Profits arising therefrom; and whereas the Value of the said Lands and Premises would be greatly increased if the same were set out in Lots for Building Purposes, and sold accordingly; and whereas, in order to enable the said *Richard Garnett*, *Joseph Smith*, and *William Hardcastle*, the present Trustees under the Will of the said *Jacob Hudson*, to proceed to such Sale of the said Premises, and in order to confer on them the usual Powers and Authorities for that Purpose, the said Parties hereto whose Names are hereunder written have mutually consented amongst themselves to enter into such Agreement with the said *Richard Garnett*, *Joseph Smith*, and *William Hardcastle* for that Purpose; now these Presents witness, and it is hereby agreed and declared between and by the said Parties hereto whose Names are contained in the Schedule hereunder written, and they the said Parties do hereby, for themselves, their Heirs, Executors, Administrators, and Assigns, respectively and severally, covenant and agree with and to the said *Richard Garnett*, *Joseph Smith*, and *William Hardcastle*, as such Trustees as aforesaid, and their respective Heirs and Assigns, that they the said Parties will, as soon as conveniently may be after the Execution of this Agreement, or at any Time hereafter when Occasion shall require, or when the said *Richard Garnett*, *Joseph Smith*, and *William Hardcastle*, their Heirs or Assigns, shall deem it advisable so to do, join or concur in executing unto the said *Richard Garnett*, *Joseph Smith*, and *William Hardcastle*, their Heirs or Assigns, such Deed of Conveyance or other Assurance of the said Lands and Premises, or of their respective Interests therein, as the said *Richard Garnett*, *Joseph Smith*, and *William Hardcastle*, their Heirs or Assigns, or their or any of their Counsel in the Law, shall deem requisite; and it is hereby agreed, that such Deed shall contain a Power of Sale of the said Premises authorizing the said Trustees, their Heirs and Assigns, to sell and convey or to enter into any Contract for the Sale or Conveyance of the said Premises, or any Part thereof, either in Lots or otherwise, and a Declaration that the Receipt or Receipts of the said Trustees, their Heirs or Assigns, shall be a sufficient Discharge to the Purchasers of the said Premises or of any Part thereof, and all other the usual Powers and Authorities; and it is hereby further declared and agreed that the said Trustees, their Heirs or Assigns, shall stand possessed of the Monies arising from such Sale upon trust, after paying the Expenses consequent thereon, to pay or divide the Residue amongst such of the said Parties whose Names are contained in the Schedule hereunder written as are absolutely entitled thereto, in the Shares or Proportions to which they the said Parties were respectively entitled to the Rents and Proceeds of the said Premises under the said Will, as aforesaid, and to invest at Interest on Government or Real Securities in the Names of the said Trustees the Shares and Proportions of such of the said Parties as are entitled to Estates for Life only, until the said Shares shall become absolutely vested in some Person or Persons, and then to pay and divide the said Principal Money so invested unto such Person or Persons in the Proportions to which they

they may be respectively entitled; and lastly, the said several Parties hereto of the First Part do hereby authorize and empower the said Trustees (in case they shall deem it expedient so to do) to apply for an Act of Parliament for Power to sell the said Estate, and to pay out of the Proceeds of the said Sale all the Expenses of the Application to Parliament, and of selling and disposing of the said Estates, and all other Expenses in any way connected therewith; as witness the Hands of the Parties, the Day and Year first within written: And whereas the said Agreement was signed in the Schedule thereto by the said *William Lister of Mirfield, John Harrison, John Crossley, Reuben Lister, Mary Whitaker, Mercy Barraclough, Jonas Illingworth, George Anderson, John Lister the Grandson, William Clough, William Dixon, George Shread, Henry Asquith, Joseph Yates, Edwin Peart, Robert Pearson and Sarah his Wife, George Briggs and Elizabeth his Wife, John Bramald and Martha Gaunt his Wife, Booth Illingworth, and George Lister, Hannah Dixon, now the Wife of the said Joseph Bramald, and George Atkinson*, but the same was not signed by either of the said *Jacob Lister the elder, William Holdsworth, Samuel Waddington and Elizabeth his Wife, Hannah the Wife of the said John Harrison, Mary the Wife of the said John Crossley, Jacob Lister the younger, George Beauland and Elizabeth his Wife, Richard Parkinson Lister, David Tetley, John Tetley, and Joseph Wooller*: And whereas on or about the Twenty-fourth Day of *March* One thousand eight hundred and forty-seven the said *Sarah Pearson* departed this Life, leaving *Hannah Dixon Pearson* her only Child and Heiress at Law: And whereas on or about the Twenty-fifth Day of *May* One thousand eight hundred and forty-seven the said *Rachael Wooller* departed this Life, leaving *James Knowles Wooller* her eldest Son and Heir at Law: And whereas the said *John Crossley* departed this Life in or about the Month of *December* One thousand eight hundred and forty-seven: And whereas on or about the Twenty-sixth Day of *July* One thousand eight hundred and forty-seven the said *Ann Holdsworth* departed this Life: And whereas by Indenture dated the Fifteenth Day of *September* One thousand eight hundred and forty-seven, and made between the said *Sarah Lister* of the First Part, the said *John Hall, William Armitage and Elizabeth his Wife, Michael Shread and Ann his Wife, Joseph Blakeley and Ellen his Wife, Joseph Scholefield and Sarah Ann his Wife, Richard Mann and Eliza his Wife, William Lister the Grandson, Louisa Maria Lister, Edward Lister, and Emma Lister* of the Second Part, and the said *John Lister the Grandson* of the Third Part, it was expressed that the said *Sarah Lister*, in execution of the Trusts for Sale of the said Will of the said *John Lister of Thornhill*, did bargain, sell, alien, and release, and the said several Persons Parties thereto of the Second Part did remise, release, and quit claim, the Four One-hundredth Parts of the said *John Lister of Thornhill* of and in the said Trust Estates, unto and to the Use of the said *John Lister the Grandson* and his Heirs: And whereas by an Indenture dated the Eleventh Day of *September* One thousand eight hundred and forty-seven, and expressed to be made between the said *William Lister of Mirfield* of the First Part, the said *John Harrison and John Crossley* of the Second Part, the said *Jacob Lister the elder, William Holdsworth, Samuel Waddington* and

Indenture
dated 15th
Sept. 1847.

Indenture
dated 11th
Sept. 1847.

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and *Elizabeth* his Wife, *John Harrison* and *Hannah* his Wife, *John Crossley* and *Mary* his Wife, *Jacob Lister* the younger, *George Beauland* and *Elizabeth* his Wife, and *Richard Parkinson Lister* of the Third Part, the said *Reuben Lister* of the Fourth Part, the said *Mary Whitaker* of the Fifth Part, the said *George Shread* of the Sixth Part, the said *George Lister* of the Seventh Part, the said *John Lister* the Grandson of the Eighth Part, the said *William Dixon* and *Hannah* his Wife of the Ninth Part, the said *Mercy Barraclough*, *Jonas Illingworth*, and *Booth Illingworth* of the Tenth Part, the said *Mercy Barraclough* and *Booth Illingworth* of the Eleventh Part, the said *William Clough*, *George Anderson*, *Edwin Peart*, *Joseph Wooller*, *James Knowles Wooller*, and *Joseph Yates* of the Twelfth Part, the said *George Atkinson* of the Thirteenth Part, the said *Henry Asquith*, *John Bramald*, *Clarinda Bramald*, *Joseph Bramald* and *Hannah* his Wife, *Robert Pearson*, *Hannah Dixon Pearson*, and *George Briggs* and *Elizabeth* his Wife of the Fourteenth Part, and the said *Richard Garnett*, *James Garnett* the Grandson, *Joseph Smith*, and *William Hardcastle* of the Fifteenth Part, in which it was recited that it would be very disadvantageous to the Parties beneficially interested in the Messuages, Lands, Tenements, and Hereditaments then subject to the Trusts of the said recited Will of the said *Jacob Hudson* if the same Parties were severally to sell and dispose of their separate and respective Estates and Interests in the same Messuages, Lands, Tenements, and Hereditaments, but it would, on the other hand, be exceedingly advantageous to them if the same Messuages, Lands, Tenements, and Hereditaments were sold, and converted into Money, by the said *Richard Garnett*, *James Garnett* the younger, *Joseph Smith*, and *William Hardcastle*, or other the Trustees or Trustee for the Time being of those Presents; and for facilitating such Sale and Conversion the said several Persons Parties thereto (except the said *Richard Garnett*, *James Garnett* the younger, *Joseph Smith*, and *William Hardcastle*.) had respectively determined and agreed to convey the same Messuages, Lands, Tenements, and Hereditaments to the said *Richard Garnett*, *James Garnett* the younger, *Joseph Smith*, and *William Hardcastle*, their Heirs and Assigns, upon the Trusts and in manner therein-after mentioned, the said Trust Estates were expressed to be granted, conveyed, and confirmed unto and to the Use of the said *Richard Garnett*, *James Garnett* the younger, *Joseph Smith*, and *William Hardcastle*, their Heirs and Assigns, for ever, upon trust that the said *Richard Garnett*, *James Garnett* the Grandson, *Joseph Smith*, and *William Hardcastle*, and the Survivors and Survivor of them, and the Heirs of such Survivor, should, at their or his absolute Discretion, and without any further Consent or Direction of or by the said Parties thereto of the first Fourteen Parts, or any of them, or their or any of their Heirs or Assigns, or of or by any other Person or Persons, when and so soon as the said *Richard Garnett* the Grandson, *Joseph Smith*, and *William Hardcastle*, or the Survivors or Survivor of them, or the Heirs of such Survivor, shall think proper, absolutely sell and dispose of the said Trust Estates, with full Power and Authority to make such Sale or Sales as aforesaid, either at one Time or several Times, and either entirely and altogether or in Parcels, and either by public Auction or private Contract, for such Price or Prices or Sum or Sums of Money as to

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the said Trustees or Trustee for the Time being should seem proper, and also with full Power and Authority to buy in the said Trust Estate or any Part or Parts thereof respectively at any Sale or Sales by Auction, and to rescind, alter, or vary any Agreement or Agreements which might be entered into for the Sale thereof or any Part or Parts thereof respectively, whether upon a Sale by public Auction or private Contract, and to resell the Premises which should be so bought in, or as to which the Contract or Contracts for Sale should be so rescinded, without being answerable for any Loss which might be occasioned thereby, with full Power to make such special or other Stipulations relative to Title or the Evidence of Title, or respecting the Mode of paying the Purchase Money, or otherwise, as they or he should think proper, and should for the Purposes aforesaid enter into, make, and execute, or cause and procure to be entered into, made, and executed, all such Contracts, Agreements, Conveyances, Acts, Deeds, Matters, or Things as they or he should deem expedient, and upon further Trust that in the meantime and until the said several Hereditaments and Premises should be sold and disposed of as aforesaid, the said *Richard Garnett, James Garnett the younger, Joseph Smith, and William Hardcastle*, and the Survivors and Survivor of them, and the Heirs of such Survivor, should from Time to Time order and direct the Management, Cultivation, keeping up, and Improvement of the said Hereditaments and Premises, and every of them, and every Part thereof, or let and demise the same or any of them for such Term or Terms and in all respects in such Manner as they or he should think proper, with full Power and Authority to renew any subsisting Leases of any Part of the said Premises upon such Terms as they or he should think proper, and should collect, receive, and recover of and from the then present or any future Tenant or Tenants thereof respectively, or any other Person or Persons liable to pay or account for the same, all and every the annual Rents, Issues, and Profits, with full Power and Authority to make such Allowances and Deductions to Tenants as they or he should think proper; and it was thereby agreed and declared between and by the said Parties to those Presents, that the said *Richard Garnett, James Garnett the younger, Joseph Smith, and William Hardcastle*, and the Survivors and Survivor of them, and the Heirs of such Survivor, should stand and be possessed of and interested in the Sum or Sums of Money to arise or be produced by any Sale or Sales which should be made in pursuance of those Presents, and of and in all other the Monies which should come to them or him under or by virtue of those Presents, in trust, in the first place, to pay or retain all the Costs and Expenses in or about the Execution of the Trusts aforesaid, or any of them, and in the next place to divide the Residue or Surplus thereof (if any) into One hundred equal Parts, and to pay the same as Personal Estate in manner following; that is to say, Twelve of such Shares unto the said *William Lister*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Six of such Shares to the said *John Harrison and John Crossley*, their Executors, Administrators, and Assigns, as Trustees of the said recited Will of the said *John Lister of Horton*, to be held and applied upon the Trusts thereof; Four of such Shares to the said *Reuben Lister*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Four of such Shares to

to the said *Mary Whitaker*, her Executors, Administrators, and Assigns, for her and their absolute Benefit; Ten of such Shares to the said *George Shread*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Ten of such Shares to the said *George Lister*, Party thereto, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Four of such Shares to the said *John Lister*, Party thereto, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Twelve of such Shares to the said *William Dixon*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Seven of such Shares to the said *Mercy Barraclough*, her Executors, Administrators, and Assigns, for his and their absolute Benefit; Five of such Shares and the Half of another such Share should be in trust to invest the same in the Names or Name of such Person or Persons as the Trustees or Trustee for the Time being of those Presents should think fit, in the Parliamentary Stocks or Funds of *Great Britain*, or at Interest on Government or Real Securities in *Great Britain* or *Ireland*, or in the Debentures or other Securities of any Railway or other Company authorized by Act of Parliament to borrow Money, with Power from Time to Time to vary the same for other Stocks, Funds, and Securities of a like Nature, and such Shares to be held upon trust to pay the annual Produce thereof to the said *Jonas Illingworth* and his Assigns during, and after his Decease the same Five Shares and Half of another Share, and the Stocks, Funds, and Securities thereof, should be paid or transferred to the said *Booth Illingworth*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; One other of such Hundred Shares and the Half of another One-hundredth Share to the said *Booth Illingworth*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Two other such One-hundredth Shares to each of the said *William Clough*, *George Anderson*, *Edwin Peart*, and *Joseph Yates*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Two other of such Shares should be invested in the Names or Name of such Person or Persons as the Trustees or Trustee for the Time being of those Presents should think fit, in any of the Stocks, Funds, or Securities aforesaid, with Power from Time to Time to vary the same for other Stocks, Funds, and Securities of a like Nature, and such Shares to be held upon trust to pay the annual Produce thereof to the said *Joseph Wooller* and his Assigns during his Life, and after his Decease the same Two Shares, Stocks, Funds, and Securities should be in trust for the said *James Knowles Wooller*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Eight other of such One hundred Shares to the said *George Atkinson*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Three other of such Shares to the said *Henry Asquith*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Three Fourths of another Share to each of the said *Joseph Bramald* and *George Briggs*, his Executors, Administrators, and Assigns, for his and their absolute Benefit; Three Fourths of another Share should be invested in manner aforesaid in any of the aforesaid Stocks, Funds, or Securities, with Power from Time to Time to vary the same for other Stocks, Funds, and Securities of a like Nature, and such Shares to be held upon trust to pay the annual Proceeds thereof

thereof to the said *John Bramald* and his Assigns during his Life; and after his Decease the same Three Fourths, and the Stocks, Funds, and Securities thereof, should be in trust for the said *Clarinda Bramald*, her Executors, Administrators, and Assigns, for her and their absolute Benefit; and as to Three Fourths of another Share of the same should be invested in manner aforesaid in any of the aforesaid Stocks, Funds, or Securities, with Power from Time to Time to vary the same for other Stocks, Funds, and Securities of a like Nature, and such Shares to be held upon trust to pay the annual Proceeds thereof to the said *Robert Pearson* and his Assigns during his Life; and after his Decease the same Three Fourths, and the Stocks, Funds, and Securities thereof, should be in trust for the said *Hannah Dixon Pearson*, her Executors, Administrators, and Assigns, for her and their absolute Benefit; it being the Intention of the said several Persons Parties to those Presents of the first Fourteen Parts that those Presents should operate as an absolute Conversion into Money of all the said Hereditaments and Premises to all Intents and Purposes whatsoever; and it was thereby provided and agreed and declared between and by the Parties to those Presents, that, in the meantime and until the said Hereditaments and Premises thereinbefore granted and conveyed, or intended so to be, should be sold as aforesaid, the Rents, Issues, and Profits thereof should be paid and applied to the Person or Persons and in the Manner to and in which the annual Produce of the Money to arise by a Sale thereof would be payable or applicable in case a Sale thereof had been made as aforesaid: And whereas at the Time of the Preparation of the said recited Indenture of the Eleventh Day of *September* One thousand eight hundred and forty-seven it was thought that the said *James Knowles Wooller* was the sold Heir at Law of the said *Hannah Knowles*: And whereas the said recited Indenture of the Eleventh Day of *September* One thousand eight hundred and forty-seven was not executed by either of the said *Clarinda Bramald*, *Hannah Dixon Pearson*, *Richard Garnett*, *James Garnett* the younger, *Joseph Smith*, and *William Hardcastle*, but the same was executed by all the other Persons named Parties thereto: And whereas the said *James Knowles Wooller*, *Clarinda Bramald*, and *Sarah Dixon Pearson* are respectively Infants under the Age of Twenty-one Years: And whereas on or about the Twenty-seventh Day of *May* One thousand eight hundred and forty-eight Letters of Administration of the Goods, Chattels, and Credits of the said *Ann Holdsworth* were granted to the said *William Holdsworth* by the Exchequer Court of the Lord Archbishop of *York*: And whereas on or about the Thirtieth Day of *May* One thousand eight hundred and forty-eight Letters of Administration of the Goods, Chattels, and Credits of the said *Mary Ann Hall*, limited to her Interest under the said Will of the said *John Lister* of *Thornhill* in the Proceeds of the undivided Shares of the said Trust Estates devised by the same Will, were granted to the said *John Lister* the Grandson by the Exchequer and Prerogative Court of the Lord Archbishop of *York*: And whereas on or about the Thirtieth Day of *May* One thousand eight hundred and forty-eight Letters of Administration of the Goods, Chattels, and Credits of the said *Charlotte Sykes*, limited to her Interest under the same Will in the same Proceeds, were granted to the said *John Lister* the Grandson by the

[Private.]

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Exchequer

Exchequer and Prerogative Court of the Lord Archbishop of *York*: And whereas the said *Joseph Smith* is desirous of being discharged from the further Execution of the Trusts so reposed in him along with the said *Richard Garnett*, *James Garnett* the younger, and *William Hardcastle*, as aforesaid; and it would be for the Advantage of the several Persons who now are and the several Persons who may hereafter become interested under the said Will of the said *Jacob Hudson* in the said Trust Estates or the Produce thereof, if the same Estates were vested in Trustees in Fee Simple absolutely, discharged from the Limitations, Trusts, and Provisions of the said several recited Wills and Indentures respectively, but upon such Trusts and with such Powers and Provisions as might enable proper and effectual Leases for building on and otherwise improving the same Estates, and effectual Sales of the same Estates to be respectively granted and made, and if the Money received on such Sales in respect of any Parts or Interests for the Time being subject to any Limitations by way of Settlement of or in the same Estates were laid out in the Purchase of other Lands or Hereditaments, to be settled subject to like Limitations, and that the said *Richard Garnett*, *James Garnett* the younger, and *William Hardcastle* should be the first Trustees for the Purposes aforesaid: And whereas the several Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *William Lister* of *Mirfield*, *Jacob Lister* the elder, *William Holdsworth*, *Samuel Waddington* and *Elizabeth* his Wife, *John Harrison* and *Hannah* his Wife, *Mary Crossley*, *Jacob Lister* the younger, *George Beauland* and *Elizabeth* his Wife, *Richard Parkinson Lister*, *Reuben Lister*, *Mary Whitaker*, *George Shread*, *George Lister*, *John Lister* the Grandson, *William Dixon*, *Mercy Barraclough*, *Jonas Illingworth*, *Booth Illingworth*, *William Clough*, *George Anderson*, *Edwin Peart*, *David Tetley*, and *John Tetley*, and the said *Joseph Wooller* (on behalf of himself and the said *James Knowles Wooller* his infant Son), and the said *Joseph Yates*, *George Atkinson*, and *Henry Asquith*, and the said *John Bramald* (on behalf of himself and the said *Clarinda Bramald* his infant Daughter), and the said *Joseph Bramald* and *Hannah* his Wife, and the said *Robert Pearson* (on behalf of himself and the said *Hannah Dixon Pearson* his infant Daughter), and the said *George Briggs* and *Elizabeth* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act all and singular the several Lands and Hereditaments respectively mentioned in the First and Second Schedules to this Act annexed, with the respective Rights, Members, and Appurtenances, shall be and the same are hereby vested in the said *Richard Garnett*, *James Garnett* the younger, and *William Hardcastle*, their Heirs and Assigns, for ever, upon trust that the said *Richard Garnett*, *James Garnett* the younger, and *William Hardcastle*, and the Survivors and Survivor of them, and other the Trustees and Trustee for the Time being of the said recited Will of the said *Jacob Hudson* deceased, (respectively hereinafter referred to as the Trustees and Trustee,) do and shall from

Lands in First and Second Schedules vested in Trustees upon trust to dispose of the same for the Purposes of the Act.

Time to Time hereafter, when and as they and he shall think fit, lease, sell, and otherwise dispose of the said several Lands and Hereditaments, or any of them, or any Part thereof respectively, with the respective Rights, Members, and Appurtenances, in due pursuance of the several Provisions respectively herein-after contained, freed and for ever discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisoes, Conditions, Charges, Incumbrances, Claims, and Demands whatsoever which in and by or by virtue of or under the said several Wills, Indentures, Instruments, Acts, Events, and Things respectively herein-before recited are or shall be limited, expressed, or declared of or concerning or do or shall affect the same or any of them, or any Part or Interest or Parts or Interests of or in the same: Provided always, that the said *Joseph Smith* shall not for any of the Purposes of this Act be deemed a Trustee of the said recited Will of the said *Jacob Hudson* deceased.

II. And be it enacted, That the said Trustees and Trustee may from Time to Time appropriate the said Lands and Hereditaments or any Part thereof for Building Purposes, and in order thereto may lay out any Parts thereof as Squares or other open Spaces, Roads, Ways, Drains, and Watercourses, and any other Parts thereof as Lots for building, or in such other Manner in all respects as the said Trustees and Trustee deem most advantageous for the Purposes of this Act, and may from Time to Time repair, alter, and improve any open Spaces, Roads, Ways, Drains, and Watercourses in or upon the said Lands and Hereditaments.

Power to appropriate the Lands for Building Purposes.

III. And be it enacted, That the said Trustees and Trustee may from Time to Time sell, lease, or otherwise dispose of all or any Part of the said Lands and Hereditaments to any Person whomsoever, for Building Purposes, in such Manner, and on such Terms and Conditions, and with and subject to such Covenants and Agreements, as well by or on behalf of the said Trustees and Trustee as by or on behalf of such Persons respectively, as the said Trustees and Trustee shall for the Time being deem most advantageous for the Purposes of this Act, and for such Purposes may enter into such Contracts and Arrangements as the said Trustees and Trustee shall from Time to Time think proper; and any such Sale may be either absolute and in consideration of a gross Sum, or may be in consideration of any Ground Rent or other Rent or Reservation which the said Trustees and Trustee think fit, or in consideration partly of a gross Sum and partly of any such Rent or Reservation; and any such Lease may be for any Term or Number of Years, either absolute or conditional, and either with or without Fine: Provided always, that any such Sale, Lease, or other Disposition shall take effect in possession only, and that in every Deed or Lease by which any such Rent shall be granted or reserved there be reserved and made payable the best yearly Rent which can at the Time of making or granting such Deed or Lease, or the Contract or Arrangement for the making or granting of the same, considering the Amount of the gross Sum or Fine, if any, to be paid in respect thereof, and the Nature and Circumstances of the Case, be reasonably obtained for the same, and so

Power to sell, lease, and otherwise dispose of the Lands.

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as the Rent granted or reserved by any such Deed or Lease be made payable half-yearly or oftener, and so as the respective Purchasers and Lessees execute Counterparts of the respective Deeds and Leases by which any such Rents are granted or reserved: Provided also, that the first Payment of the Rent to be granted or reserved by any such Deed or Lease may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Time of the making of the Contract or Arrangement for such Deed or Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Deed or Lease, regard being had to the Circumstances of the Case.

Discretion of Trustees as to Disposition of the Lands.

IV. And be it enacted, That, except as by this Act otherwise provided, the said Trustees and Trustee may make any Sales, Leases, Dispositions, Contracts, and Agreements, under the Authority of this Act, upon such Terms and Conditions, and subject to such Covenants and Agreements, as well by or on behalf of the said Trustees and Trustee as by or on the Behalf of the Persons to or with whom the same shall be respectively made, and otherwise, as the said Trustees and Trustee deem most advantageous for the Purposes of this Act: Provided always, that such Leases and Contracts for Leases respectively be not made with any Provision for the Renewal thereof.

Provision respecting Reservation of Rents.

V. Provided also, and be it enacted, That in every Deed by which any such Rent is reserved or granted, and in every Lease respectively executed under the Authority of this Act, there shall be contained on the Part of the Purchaser or Lessee a Covenant for the due Payment of the Rent thereby respectively granted or reserved, and also a Proviso or Condition that if the Rent thereby granted or reserved, or any Part thereof, be at any Time in arrear for a Period (to be therein specified) not exceeding One Year, and be not paid within a further Period (to be therein specified) not exceeding One Year after the same shall be demanded by a Notice in Writing to be delivered to the Purchaser or Lessee, his Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Deed or Lease, or left with any Tenant or Occupier of such Premises, then and as often as the same shall happen the said Trustees and Trustee may enter into and upon and re-possess such Premises.

Certificates to be Evidence of Counterparts.

VI. And be it enacted, That the Certificate in Writing of the said Trustees or Trustee, acknowledging that the said Trustees or Trustee have received a Counterpart of any such Deed or Lease, shall be full and complete Evidence that such Counterpart was duly made and executed; and after any such Deed or Lease shall have been executed the Contract or Arrangement for the same shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of such Deed or Lease.

Dispositions of Lands may be by Auction

VII. Provided also, and be it enacted, That every Sale, Letting, and other Disposition of the said Lands and Hereditaments or any Part

Part thereof which shall be made under the Authority of this Act, or private Contract, may be made either by public Action or by private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the said Trustees and Trustee think most advantageous for the Purposes of this Act.

VIII. And be it enacted, That whenever the Possession of any Land or Hereditaments comprised or contracted or agreed to be comprised in any Deed or Lease to be executed or granted in pursuance of this Act shall be resumed or recovered by the said Trustees or Trustee, the said Trustees and Trustee may from Time to Time thereafter deal with and dispose of such Lands or Hereditaments, in pursuance of any of the Provisions of this Act, as they and he think fit. Disposition of Lands of which Possession is resumed.

IX. And be it enacted, That the Contracts which the said Trustees and Trustee may enter into shall include all such Contracts and Agreements as they and he from Time to Time think advantageous for the Purposes of this Act, and they and he may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as they and he think fit, any Contracts and Agreements entered into by or with the said Trustees and Trustee for the Purposes of this Act. Contracts for the Purposes of this Act.

X. And be it enacted, That every such Sale shall take effect subject and without Prejudice to any Lease or Contract for a Lease which shall theretofore have been made or entered into in pursuance of this Act, and shall at the Time of such Sale affect the Lands and Hereditaments sold. Sales to be subject to Leases.

XI. And be it enacted, That when any Money shall be payable to the said Trustees or Trustee as the Purchase Money for any Part of the said Lands and Hereditaments, or as or by way of Fine for any such Lease or other Disposition, the same shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there Payment of Monies received on Sales and as Fines for Leases into the Bank, "*Ex parte* the Trustees of *Jacob Hudson's Estate*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Rules and Orders of such Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

XII. And be it enacted, That the Certificate of such Accountant General of the Payment into the Bank of any Monies hereby directed to be so paid, with the Receipt of One of the Cashiers of the Bank, to be thereunto annexed, and therewith filed in the Register Office of such Court, shall from Time to Time be good and effectual Discharges for the Monies hereby directed to be so paid, or so much thereof as in such Certificates or Receipts respectively shall be expressed to be so paid; and the Persons respectively paying such Monies and taking such Certificates and Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall

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not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof respectively.

Application
of such
Monies.

XIII. And be it enacted, That the Monies which shall be paid into the Bank as directed by this Act, or a competent Portion thereof, shall and may, upon Petition to be preferred to such Court in a summary Way by the said Trustees or Trustee, or by such One or more of the Persons who would be beneficially entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the Freehold Hereditaments to be purchased as herein-after directed as for the Time being shall have attained the Age of Twenty-one Years, and by the Guardian or Guardians of such One or more of the Persons who would be so entitled as for the Time being shall be under the Age of Twenty-one Years, be applied by such Court in or towards the Discharge of the Costs, Charges, and Expenses attending such Sales, and the Matters incident thereto, and the Execution of the several Powers and Trusts hereby created, and the Investments to be made in pursuance of this Act; and the Surplus of such Monies shall be laid out and invested, under the Order and Direction of such Court, in the Purchase of Freehold Hereditaments free from all Incumbrances (except Land Tax, Quit Rents, or such Outgoings and Payments); and the Freehold Hereditaments which shall be so purchased shall be conveyed, settled, and assured unto and to the Use of the said Trustees or Trustee, their or his Heirs and Assigns, upon and for the Trusts, Intents, and Purposes of this Act, and shall, after such Conveyance and Assurance thereof, be vested in them respectively upon and for the same Trusts, Intents, and Purposes as if the same had been vested in them respectively by this Act, and, subject and without Prejudice to such Trusts, Intents, and Purposes, shall be subject to all the Estates, Limitations, Uses, Trusts, Powers, Provisoos, Conditions, Charges, and Incumbrances whatsoever which by or by virtue of or under the said several Wills, Indentures, Instruments, Acts, Events, and Things respectively herein-before recited, or any of them, would have affected the Lands and Hereditaments so sold in case the same had not been sold, or shall affect the Lands or Hereditaments comprised in the Leases in respect whereof such Fines shall have been received, or respectively as near thereto as Circumstances and the Nature and Tenure of the said Freehold Hereditaments so purchased and the Rules of Law and Equity will admit.

Power to
Court of
Chancery as
to Investment
of such
Monies.

XIV. And be it enacted, That all Monies which shall be paid into the Bank as directed by this Act shall, in the meantime and until the same shall be invested in such Purchases, or otherwise applied under the Direction of such Court, from Time to Time be laid out in the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of Exchequer Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of such Accountant General in the Purchase of other Exchequer Bills: Provided always, that such Court may make such General Orders, or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in
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the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those in the course of Payment as shall be effectual for enabling such Receipt in exchange, and in that event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off: Provided also, that all such Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of such Accountant General, and shall there remain until proper Purchases be found and approved, as herein-before directed, and until the same shall, upon Petition setting forth such Application, to be preferred to such Court in a summary Way by the said Trustees or Trustee, or such other Persons as aforesaid, be ordered to be sold by such Accountant General for completing such Purchases in such Manner as such Court shall think just and direct: Provided also, that if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out, then and in that Case only the Portion which shall remain after discharging the Expense of the Applications to such Court shall be paid to such Person or Persons respectively as would for the Time being have been entitled to receive the Rents and Profits of the Freehold Hereditaments hereby directed to be purchased in case the same had been purchased with such original Purchase Money pursuant to this Act, or the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

XV. And be it enacted, That all the Costs and Expenses of and attending the obtaining and passing of this Act shall be paid out of the first of such Monies; and in case any Person shall advance the Amount of such Costs and Expenses, such Amount, with Interest thereon after the Rate of Four Pounds *per Centum per Annum* from the Time or respective Times of the Advance thereof, shall be repaid to such Person, his Executors, Administrators, or Assigns, out of such Monies; and such Court may make such Orders for and with reference to the Payment of such Amount and Interest as such Court shall think just.

Expenses of Act to be paid out of such Monies.

XVI. And be it enacted, That whenever any Person or Persons who by or by virtue of or under the said several Wills, Indentures, Instruments, Acts, Events, and Things respectively herein-before recited, or any of them, shall be, as Tenant or Tenants in Tail or Tenant or Tenants in Fee Simple absolute, entitled to the Possession or the Receipt of the Rents and Profits of the Entirety of any Lands or Hereditaments which for the Time being shall be vested in the said Trustees or Trustee in pursuance of this Act, or, in case any Monies for the Time being so invested in Exchequer Bills had been invested in the Purchase of Freehold Hereditaments as herein-before directed, would be, as Tenant or Tenants in Tail, or Tenant or Tenants in Fee Simple absolute, entitled to the Possession or the Receipt of the Rents and Profits of such Freehold Hereditaments, or any Part or Share thereof, shall have attained the Age of Twenty-one Years, and shall not be under any Disability, the said Trustees or Trustee shall, on the Request in Writing of such Person or Persons, convey and assure such Lands and Hereditaments

Conveyances and Transfers to Tenants in Tail and in Fee Simple absolute when of Age.

Hereditaments so vested in the said Trustees or Trustee, to the Possession or Receipt of the Rents and Profits of the Entirety whereof respectively such Person or Persons shall be so entitled, unto and to the Use of such Person or Persons, his or their Heirs and Assigns for ever, or to such Uses and in such Manner as he, she, or they shall appoint, freed and for ever discharged from the Trusts and Provisions of this Act, but subject and without Prejudice to any Estates, Rights, Charges, and Interests for the Time being affecting the same Lands and Hereditaments respectively which shall theretofore have been made or occasioned by or in execution of the same Trusts and Provisions; and such Court may, upon Petition to be presented in a summary Way by or for any such Person or Persons, order the Share of the Monies for the Time being so invested in Exchequer Bills which shall represent the Freehold Hereditaments, or the Part or Share thereof, to the Possession or the Receipt of the Rents and Profits whereof such Person or Persons would, if such Monies had been invested in the Purchase of Freehold Hereditaments, as hereinbefore directed, be, as Tenant or Tenants in Tail, or Tenant or Tenants in Fee Simple absolute, entitled, to be paid or transferred to such Person or Persons for his, her, or their absolute Use and Benefit, or in such Manner as he, she, or they shall direct; and such Court may thereupon make such Order for the Sale of such Exchequer Bills or any of them, and the Application of the Monies to be produced by such Sale, as such Court shall think just.

Rents to be received by Trustees.

XVII. And be it enacted, That the Rents to be reserved and made payable under the Authority of this Act shall from Time to Time be received by the said Trustees and Trustee; and the Receipts in Writing for the same of the said Trustees and Trustee, and their and his Agents for the Time being respectively, duly authorized in Writing, and such Receipts only, shall from Time to Time be sufficient Discharges for the Rents thereby respectively acknowledged to be received.

Application of Rents received.

XVIII. And be it enacted, That the said Trustees and Trustee shall from Time to Time pay such Rents received by them and him unto the Persons or Person who would for the Time being have been beneficially entitled to the Rents of the said Lands and Hereditaments in case this Act had not been passed.

Sales, Leases, and Contracts to bind all Parties interested.

XIX. And be it enacted, That every Sale, Lease, Contract, Act, and Thing whatsoever which shall be made, done, and executed respectively in pursuance of this Act shall be absolutely valid and binding, at Law and in Equity, upon all Persons for the Time being claiming by or by virtue of or under the said several Wills, Indentures, Instruments, Acts, Events, and Things respectively hereinbefore recited, or any of them, any Estate, Interest, or Charge, at Law or in Equity, in, upon, or affecting the Premises comprised in or affected by such Sale, Lease, Contract, Act, and Thing respectively.

On any Trustee going abroad new

XX. And be it enacted, That in case any Trustees or Trustee of the said recited Will of the said *Jacob Hudson* shall go to reside abroad

abroad they or he shall be deemed to have ceased to be Trustees or a Trustee thereof, and thereupon new Trustees or a new Trustee thereof may be appointed in their or his Place, under the Power for appointing new Trustees in the same Will contained, as if they or he were then dead. Trustee may be appointed.

XXI. And be it enacted, That any of the said Trustees, whether present or future, shall not be answerable or accountable for any other or others of them, or for involuntary Losses, and they and he respectively may, by and out of any Monies which shall come to their and his Hands by virtue of this Act, retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expenses, not herein particularly provided for, which they and he respectively may incur or sustain in or about carrying this Act into execution. Provision for the Indemnity of Trustees.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *William Lister of Mirfield, Jacob Lister the elder, William Holdsworth, Samuel Waddington and Elizabeth his Wife, John Harrison and Hannah his Wife, Mary Crossley, Jacob Lister the younger, George Beauland and Elizabeth his Wife, Richard Parkinson Lister, Reuben Lister, Mary Whitaker, George Shread, George Lister, John Lister the Grandson, William Dixon, Mercy Barraclough, Booth Illingworth, William Clough, George Anderson, Edwin Peart, John Tetley, James Knowles Wooller, Joseph Yates, George Atkinson, Henry Asquith, Clarinda Bramald, Joseph Bramald and Hannah his Wife, Hannah Dixon Pearson, and George Briggs and Elizabeth his Wife, and their respective Heirs, Executors, Administrators, and Assigns, and the said Jonas Illingworth, David Tetley, Joseph Wooller, John Bramald, and Robert Pearson, and their respective Executors, Administrators, and Assigns, and the said Richard Garnett, James Garnett the younger, Joseph Smith, and William Hardcastle, and their respective Heirs, Executors, Administrators, and Assigns, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, and upon the said several Lands and Hereditaments respectively mentioned in the said First and Second Schedules to this Act annexed, or any of them, or any Part or Share of or in the same respectively, as they, every or any of them, had before the passing of this Act, or could or might have enjoyed in case this Act had not been passed. General Saving.*

XXIII. And be it enacted, That the following Words and Expressions shall in this Act (except where the Nature of the Provision or the Context shall exclude such Construction) have the several Meanings hereby assigned to them; to wit, Interpretation of Act.

Words importing the Masculine Gender shall include the Feminine:

Words importing the Singular Number only shall extend to several Persons or Things as well as to one Person or Thing:

Words importing the Plural Number only shall extend to one Person or Thing as well as to several Persons or Things.

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XXIV. And

Act as
printed by
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be Evidence.

XXIV. And be it 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.

SCHEDULES.

The **FIRST SCHEDULE** to which the foregoing Act refers ;

COMPRISING such Parts of the Estate devised by the Will of Jacob Hudson as are now subject to the Trusts of the same Will, and which are respectively situate in the Township of Horton in the Parish of Bradford in the County of York.

Farmhouse, Cottage, Outbuildings, Yard, and Garden, about One Rood and Thirteen Perches, and the several Closes near thereto, called respectively the Fine Days Work, about Three Acres Two Roods and Eighteen Perches, the Croft or Little Green, about One Acre One Rood and Thirty-five Perches, the Low Field, about Three Roods and Thirty-seven Perches, the Lower Field, about One Acre One Rood and Ten Perches, the Great Ing, about One Acre and One Rood, the Round Hill, about One Acre Three Roods and Two Perches, and the Andrew, about Three Acres Three Roods and Eight Perches, respectively now or late in the Occupation of Benjamin Blaymires, with the respective Rights, Members, and Appurtenances ; Dwelling House, Outbuildings, Yard, and Garden, about One Rood and Thirteen Perches, and the several Closes near thereto, called respectively the Pasture Top, about Three Roods and Two Perches, the Low Pasture, about One Acre and Seventeen Perches, the Ing, about One Acre Two Roods and Eleven Perches, and the Upper Field, about Two Acres Three Roods and Twenty-two Perches, respectively now or late in the Occupation of John Cordingley and Samuel Cordingley, with the respective Rights, Members, and Appurtenances ; Two Cottages, Yards, and Gardens, now or late in the respective Occupations of Reuben Lister and Christopher Dobson, with the respective Rights, Members, and Appurtenances.

John James.

The **SECOND SCHEDULE** to which the foregoing Act refers ;

COMPRISING the Lands and Hereditaments not devised by the Will of Jacob Hudson, but conveyed to the Trustees of the same Will, and now subject to the Trusts thereof, and which are respectively situate in the Township of Horton in the Parish of Bradford in the County of York.

Two Closes called respectively Upper West Croft and the Low Croft or Lower West Croft, together about Two Acres and Twenty-six Perches, now or late in the Occupation of Daniel Haley, with the Rights, Members, and Appurtenances.

John James.

