



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 20.

An Act for vesting in Trustees for Sale the settled and devised Estates of *Richard Terrick Stainforth* Esquire, deceased, and for other Purposes. [31st July 1854.]

**W**HEREAS by an Indenture of Settlement, bearing Date the Nineteenth Day of *April* One thousand seven hundred and ninety-four, (duly grounded as a Release on a Bargain and Sale or Lease for a Year therein referred to, dated the Day preceding the Date of the same Settlement,) and made between *Richard Terrick Stainforth*, then of *Hutton* in the County of *York*, Esquire, therein further described, of the First Part, *Mary Staunton* Spinster, therein also described, of the Second Part, and *George Rochfort*, a Major of Artillery, and *William Tinling* Esquire, therein respectively described of the Third Part, (made previously to and in consideration of the then intended Marriage between the said *Richard Terrick Stainforth* and *Mary Staunton*,) after reciting Matters relating to the Titles of the said Parties to the respective Estates and Funds thereby settled, and reciting the said intended Marriage, the said *Mary Staunton* (with the Privity of the said *Richard Terrick Stainforth*), in consideration of such Marriage, did convey unto the said *George Rochfort* and *William Tinling*, herein-after designated the Trustees, and to

Indenture of Settlement, dated 19th April 1794.

[Private.]

their



*Stainforth's Estate Act, 1854.*

their Heirs, a Moiety of certain Hereditaments situate in the Parishes or Places therein mentioned in the *Isle of Wight* and in the County of *Suffolk*, with the Appurtenances, to hold the same (subject as to the Premises in the County of *Suffolk*, therein mentioned, to the Life Estate of *Mary Staunton*, since deceased, the Mother of the said *Mary Staunton*, Party thereto,) unto the said Trustees and their Heirs, to the Use of the said intended Wife in Fee, until the said intended Marriage, and from and after the Solemnization thereof to the Uses therein-after expressed and declared and herein-after stated concerning the same respectively; and the said *Richard Terrick Stainforth*, with the like Privity of his said intended Wife, and for the same Consideration, did thereby convey unto the same Trustees and their Heirs certain other Hereditaments and Premises therein described, consisting of the Two undivided Third Parts or Shares of and in the Manor of *Hutton* alias *Huttons Ambo* alias *Hutton-upon-Derwent* in the County of *York*, and the Entirety of divers other Lands and Hereditaments therein described, respectively situate or arising at *Hutton* alias *Huttons Ambo* alias *Hutton-upon-Derwent* alias *High* and *Low Hutton* in the said County of *York*, or in some other Parish or Parishes, Place or Places thereunto near or adjoining, and all other the Messuages, Cottages, Lands, Tenements, Rents, and Hereditaments whatsoever of him the said *Richard Terrick Stainforth* situate in the same Parishes and Places respectively, with the Appurtenances, to hold the same (subject nevertheless to the Annuities, Charges, and Incumbrances then affecting the same Premises respectively, as therein mentioned, and since determined and satisfied,) unto the said Trustees and their Heirs, to the Use of the said *Richard Terrick Stainforth* in Fee, until the said Marriage, and from and after the Solemnization thereof to the Uses therein-after expressed and declared and herein-after stated of and concerning the same respectively; and it was by the now-stating Indenture declared and agreed, that they the said Trustees and their Heirs should from and after the Solemnization of the said then intended Marriage stand and be seised as well of and in the said Moiety and Hereditaments therein-before conveyed by the said *Mary Staunton*, Party thereto, (subject as aforesaid,) as of and in the said Two undivided Third Parts of the said Manor or Lordship, and of and in all and singular the Messuages, Cottages, Lands, Tenements, Rents, and Hereditaments therein-before granted and released by the said *Richard Terrick Stainforth*, or expressed so to be, (subject as above mentioned,) to the Uses, upon the Trusts, and for the Intents and Purposes, and under and subject to the Powers, Provisoos, Declarations, and Agreements therein-after limited, expressed, declared, and contained, of and concerning the same respectively; that is to say, as to the said Moiety of Property in the *Isle of Wight*, to the

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*Stainforth's Estate Act, 1854.*

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Uses and upon the Trusts therein mentioned, for the Benefit of the said *Richard Terrick Stainforth* and *Mary Staunton* his then intended Wife, for their Lives, and the Life of the Survivor of them only, as therein mentioned; and as to the said Moiety of Property in the said County of *Suffolk*, from and after the Solemnization of the said then intended Marriage, (but subject to the said Life Estate of the said *Mary Staunton* the Mother, as aforesaid,) and likewise as to the said Two Third Parts of the said Manor, and all the aforesaid Messuages, Lands, Tenements, Rents, and Hereditaments in the said County of *York*, (being the Hereditaments conveyed by the said *Richard Terrick Stainforth*,) from and after the Solemnization of the same Marriage, and subject only as before mentioned, to the Use of the said *Richard Terrick Stainforth* for his Life, *sans* Waste, except as therein mentioned, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Richard Terrick Stainforth*, in trust to support contingent Remainders, and for the said *Richard Terrick Stainforth* during his Life; and as to, for, and concerning the said Premises in the County of *Suffolk* (subject as aforesaid), from and after the Decease of the said *Richard Terrick Stainforth*, to the Use of the said then intended Wife for her Life, *sans* Waste, except as therein mentioned, with Remainder to the Use of the same Trustees and their Heirs during her Life, in trust to support contingent Remainders, and for her during her Life; and as to the said Premises in the County of *York*, from and after the Decease of the said *Richard Terrick Stainforth*, to the Uses therein mentioned (including the Limitation of certain Annuities or Rentcharges respectively) in favour of the said then intended Wife, during or terminable with the Lives of herself and the said *Mary Staunton* her Mother and *Ann Stainforth*, the Mother of the said *Richard Terrick Stainforth*, as therein mentioned, (all of whom are since deceased,) and with a Declaration that the Provision thereby made for the said *Mary Staunton*, Party thereto, should be for her Jointure, and in bar and satisfaction of Dower, as therein mentioned; and as to the Premises in the County of *York*, from and immediately after the Determination of the preceding Estates, and subject as aforesaid, and subject to and charged with the said Annuities or yearly Rentcharges thereby respectively made payable thereout, terminable as aforesaid, to the Use of the said Trustees for the Term of Ninety-nine Years, to commence and be computed from the Day of the Decease of the said *Richard Terrick Stainforth*, without Impeachment of Waste, upon the Trusts therein-after expressed and declared and herein-after stated of and concerning the said Term; and as to, for, and concerning the said Premises in the said County of *York*, after the End and Expiration or other sooner Determination of the said Term, and subject thereto and to the



*Stainforth's Estate Act, 1854.*

the Trusts thereof in the meantime, and likewise as to, for, and concerning all the said Premises in *Suffolk* and the *Isle of Wight*, from and immediately after the Decease of the Survivor of them the said *Richard Terrick Stainforth* and his said then intended Wife (but subject as to the Premises in *Suffolk* to the said Life Estate of the said *Mary Staunton* the Mother, if then living), to the Use of the only Child, or of all and every or such One or more of the Children of the said *Richard Terrick Stainforth*, by the said *Mary Staunton* his said then intended Wife, for such Estate or Estates, Interest or Interests, and if more than One in such Shares and Proportions, Sort, Manner, and Form, and with, under, and subject to such Powers, Provisoes, Declarations, Limitations, Charge or Charges, to or in favour of any other or others of such Children, as the said *Richard Terrick Stainforth* and his said intended Wife at any Time or Times, and from Time to Time, and as often as they should think fit, during their joint Lives, by any Deed or Deeds, Writing or Writings, to be by both of them sealed and delivered in the Presence of and attested by Two or more Witnesses, (thereby reserving or not reserving a Power of Revocation and new Appointment,) should jointly direct, limit, or appoint, and in default of such joint Appointment, and as to so much of the said Premises, and of the Estate and Interest therein, which should not be thereby completely disposed of, to the like Appointment by the said *Richard Terrick Stainforth* alone in favour of such Children, by Deed or Will, in case he should survive his said then intended Wife, and in default thereof to the Use of an only Child of the said Marriage in Tail, and if more than One to the Use of all such Children as Tenants in Common in Tail, with cross Remainders between them in Tail, with Remainders over in default of such Issue, *viz.*, as to the Premises in the County of *Suffolk* and the *Isle of Wight*, to the Uses therein mentioned, and as to the Premises in the County of *York*, with Reversion in Fee to the right Heirs of the said *Richard Terrick Stainforth* (herein-after designated the Settlor); and the said Indenture contains a Declaration that the said Term of Ninety-nine Years was so limited in trust to secure the said Annuities or Rentcharges thereby limited as aforesaid, and a Proviso for Cesser of the said Term on the Decease of the said *Mary Staunton*, and Satisfaction of the said Trusts; and the said Indenture also contained a Power enabling the said *Richard Terrick Stainforth* and *Mary Staunton* during their joint Lives, by Deed, to be executed and attested as therein mentioned, to charge in manner therein mentioned the said Premises in the *Isle of Wight* and County of *Suffolk*, or any Part thereof, with any Sum not exceeding Two thousand Pounds for any Purposes they should think fit (and which Power was exercised as herein-after mentioned); and a Power of leasing the said settled Estate; and the said Indenture also contained a further Provision,



*Stainforth's Estate Act, 1854.*

vision, that, notwithstanding any of the Uses therein-before created (save and except such subsisting Lease or Leases, Charge or Charges, as might be made in pursuance of the Powers therein-before contained), it should be lawful for the said Trustees, or the Survivor of them, or the Heirs, Executors, or Administrators of the Survivor, at any Time or Times during the joint Lives of the said *Richard Terrick Stainforth* and his said then intended Wife, or during the Life of the Survivor of them, with the Consent and Approbation of them or the Survivor of them, testified in Writing, to make Partition and Exchange, as therein mentioned, or to sell and dispose of all or any of the Hereditaments and Premises expressed to be thereby granted and released, and covenanted to be surrendered respectively, or which should be taken in lieu of the same or any Part thereof upon any such Partition or Exchange as aforesaid, for a fair Price in Money, with further Powers auxiliary thereto, and with a further Provision that when any of the Premises should be sold for Money such Money should be paid to the Trustees or Trustee of the said Settlement for the Time being, with an Indemnity to Purchasers, and a further Provision that all Monies which should be received by or from any such Sale or Sales as aforesaid should with all convenient Speed be laid out and invested by such Trustee or Trustees, their or his Executors or Administrators, (with the Approbation of the said *Richard Terrick Stainforth* and his said then intended Wife, or the Survivor of them, as therein mentioned, or of the proper Authority of such Trustees or Trustee, their or his Executors or Administrators, in case the said *Richard Terrick Stainforth* and his said then intended Wife should be both then dead,) in the Purchase of other Messuages, Lands, Tenements, or Hereditaments, of Freehold or Copyhold Tenure, in *England* or *Ireland*, of the Nature therein mentioned, and that as well the Messuages, Lands, Tenements, and Hereditaments so to be purchased as those which should be taken by way of or in Exchange or Partition should be forthwith conveyed, settled, and assured to such and the same Uses, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, under and subject to such and the same Powers, Provisoos, Limitations, Declarations, and Agreements as were in and by the said Indenture limited, expressed, and declared of and concerning the Premises in lieu whereof the same should have been taken or purchased, or as nearly agreeable thereto as the Tenure of the Estates and then existing Circumstances would admit of, and with a further Provision therein also contained that in the meantime and until the Money arising by such Sale or Sales as aforesaid should be invested in such Purchase or Purchases as aforesaid it should be lawful to and for the said Trustees and the Survivor of them, or the Executors or Administrators of the Survivor, to lay out and invest the same, with such Consent or at such Discretion as afore mentioned, as the Case

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*Stainforth's Estate Act, 1854.*

should happen, either in the Public Funds or upon Real Securities at Interest, and with Power to vary and change such Investments as therein mentioned; and the said Indenture contained a Power for the Appointment of new Trustees thereof in case the said Trustees or either of them, or any future Trustee or Trustees to be appointed as therein mentioned should die, and otherwise as therein mentioned; and the said *Mary Staunton* and *Richard Terrick Stainforth* did thereby respectively covenant with the said Trustees with all convenient Speed to surrender or cause to be surrendered certain Copyhold and Customary Hereditaments of the said *Mary Staunton* therein mentioned situate in the County of *Suffolk*, with the Appurtenances, to and for the same Uses, Intents, and Purposes, and under and subject to the same Powers, Provisoos, and Agreements, (save and except the Limitation to Trustees to preserve contingent Remainders,) as were therein-before limited, expressed, and declared of and concerning the Freehold Premises in the said County of *Suffolk* therein-before settled, or as nearly as the Nature of the Tenure of such Copyhold or Customary Premises and the Rules of Law and Equity would permit (excluding any additional Charge under the said Power of charging the same beyond the said Sum of Two thousand Pounds), and likewise for the Surrender by the said *Richard Terrick Stainforth* or his Heirs of certain Copyhold or Customary Hereditaments therein mentioned situate at *Stillington* or elsewhere in the said County of *York*, with the Appurtenances, to, for, and upon the same Uses, Intents, and Purposes, and under and subject to the same Powers, Provisoos, Declarations, and Agreements, (except the Limitations to Trustees for preserving contingent Remainders,) as were therein-before expressed and declared of and concerning the said Freehold Estates of the said *Richard Terrick Stainforth* in the County of *York* thereby settled, or as nearly thereto as the Nature of the Tenure of such Customary or Copyhold Estates and the Rules of Law and Equity would permit, and only to be subject, in aid of the said Freehold Premises, to the raising and Payment of the above-mentioned Annuities to the said *Mary Staunton*; and, moreover, that in case the said Marriage should take effect they the said *Richard Terrick Stainforth* and his said then intended Wife should and would, with all convenient Speed after the Solemnization thereof, by such Acts, Deeds, Conveyances, Recoveries, or other Assurances as Counsel should advise, well and effectually convey, limit, settle, and assure all that One undivided Fourth Part of her the said *Mary Staunton* (Party thereto) of and in the Moiety of divers Hereditaments and Premises therein mentioned situate in *Ireland*, and also all that undivided Moiety or Half Part of her the said *Mary Staunton* (Party thereto) of and in the Hereditaments to be purchased with the Residue of Two Fourth Parts of the Monies arising from the Sale of the Estates of *Thomas Staunton* her Grandfather, as therein mentioned,



*Stainforth's Estate Act, 1854.*

mentioned, as and when the same should be purchased and settled as therein mentioned, to, for, and upon the like Uses, upon the like Trusts, and for the like Ends, Intents, and Purposes, and subject to the like Powers, Provisoos, and Declarations as were therein-before expressed concerning the Estates of the said *Mary Staunton* (Party thereto) in the said County of *Suffolk*, or as nearly agreeable thereto as the Nature of the Property, the then existing Circumstances, and the Rules of Law and Equity would permit, but with the like Provision against increasing the Power of charging the same beyond the said Sum of Two thousand Pounds: And whereas the Marriage between the said *Richard Terrick Stainforth* and *Mary Staunton* was duly had and solemnized shortly after the Date and Execution of the said Settlement: And whereas *Robert Bower* Esq. and the Rev. *Christopher Sykes* Clerk were, by virtue of certain Deeds dated respectively the Second and Twenty-second Days of *May* One thousand eight hundred and twenty-seven, and a previous Deed dated the Thirtieth Day of *September* One thousand eight hundred and nine, respectively appointed Trustees of the said Indenture of Settlement in the Place and Stead of the said original Trustees therein named, and the settled Estates and Premises were by the same Deeds (grounded as Releases on then usual Bargains and Sales or Leases for a Year) conveyed unto and vested in the said new Trustees, in the usual Manner, to the Uses and upon the Trusts of the said Settlement: And whereas certain Parts of the said settled Estates and Hereditaments were sold and disposed of under the Powers and Provisions contained in the said Settlement in that Behalf, and the Proceeds of such Sales were, pursuant to the same Provisions, invested in the Purchase of other Real Estates or Shares of Real Estates in *England* and *Ireland* respectively: And whereas by Deed of Appointment, under the Hands and Seals of the said *Richard Terrick Stainforth* and *Mary* his Wife, bearing Date the Tenth Day of *February* One thousand eight hundred and forty-five, executed and attested according to the Terms of the said Settlement, after reciting the said Indenture of Settlement and otherwise to the Effect herein-before stated; and reciting that there were Six Children of the said Marriage, and no more, namely, *George Stainforth* their eldest Son, *Augusta* the Wife of *William Watson Bolton* of *Frankfort-on-the-Main* in *Germany*, Clerk, *Mary* the Wife of *Charles Hall* of *Terrington* in the County of *York*, Clerk, *Richard Stainforth* (thereby meaning *Richard John Stainforth*), then residing at *Bruges*, *Frances* the Wife of *William Amon Gee Pritchard* of *Mount Sorrell* in the County of *Leicester* (therein by Mistake called *Lincoln*), Clerk, and *William Stainforth*, then also residing at *Bruges*; and further reciting that the said *Richard Terrick Stainforth* and *Mary* his Wife were desirous and had determined to exercise (in manner therein-after mentioned) the Power or Authority or several Powers or Authorities jointly

Deeds of Ap-  
pointments  
dated 30th  
Sept. 1809,  
and 2d and  
22d May  
1827.

Deed of Ap-  
pointment  
dated 10th  
Feb. 1845.



*Stainforth's Estate Act, 1854.*

jointly vested in them by virtue of or under the said Indenture of Settlement, and the Covenants and Agreements therein contained, of appointing the several Estates and Hereditaments which then stood settled and limited and covenanted to be settled and limited to the Uses of the same Indenture, and that in adopting such Determination they had considered that the therein-mentioned Estate Tail of the said *Mary Stainforth* in the Share of the *Irish* Estates therein mentioned, which Share was thereby appointed to the said *George Stainforth* solely, his Heirs and Assigns for ever, in remainder, and subject as therein-after in that Behalf expressed, would legally descend to him as her eldest Son and Heir of her Body, so that he would be entitled alone, although at some Expense, to acquire by the Assurances usual in like Cases the absolute Fee Simple thereof after the Decease of the Survivor of them the said *Richard Terrick Stainforth* and *Mary* his Wife, when he would become entitled in possession to the same Share and Property under the Appointment thereby made thereof; they the said *Richard Terrick Stainforth* and *Mary* his Wife, for carrying the said recited Desire and Determination into effect, by force and virtue and in exercise and execution of the Power and Authority in that Behalf given, limited, or reserved to them in and by the said Indenture of Settlement, or which was thereby agreed to be limited or reserved to them in that Behalf, and of all Powers and Authorities them thereunto in anywise enabling, did by the now-stating Deed or Writing, executed and attested as therein mentioned, jointly direct, limit, and appoint that the said One equal Fourth Part or Share of the said undivided Moiety or Half Part of and in the therein-mentioned Messuages, Farms, Lands, Tenements, Wears or Fisheries, Parks, Chases, and Hereditaments, and all and singular other the Premises in the said Kingdom of *Ireland* therein-before mentioned, with the Appurtenances, subject to the said Estates therein, for or during their Lives, and also subject and without Prejudice to the Power or Authority under the said Indenture of Settlement enabling the said *Richard Terrick Stainforth* and *Mary* his Wife to charge the same Share and Premises, in aid of the Estates purchased by and out of the Monies arising by Sale of the said Hereditaments and Estates situate in the *Isle of Wight* and in the County of *Suffolk* with the said Sum of Two thousand Pounds, and to any Appointment or Appointments which had been or should be thereafter made for that Purpose, should thenceforth go, remain, and be to the only proper Use and Behoof of the said *George Stainforth*, his Heirs and Assigns for ever; and the said *Richard Terrick Stainforth* and *Mary* his Wife, by force and virtue and in further Exercise and Execution of the aforesaid Power or Authority, or several Powers and Authorities, and also of all such other Powers and Authorities in that Behalf, did by the now-stating Deed or Writing, executed and attested as aforesaid, further jointly direct, limit, and appoint to the said *George Stainforth*, his Executors,



*Stainforth's Estate Act, 1854.*

tors, Administrators, and Assigns, the Sum of Five hundred Pounds of lawful *English* Money, to be paid and payable to him at the End of Six Calendar Months next after the Death of the Survivor of them the said *Richard Terrick Stainforth* and *Mary* his Wife, with Interest for the same after the Rate of Four Pounds *per Cent. per Annum*, calculated from the Decease of such Survivor until the actual Payment thereof, charged and chargeable upon and paid and payable out of all and singular the Estates and Property therein-after specially appointed in favour of his Brothers and Sisters (but nevertheless without Prejudice to the Estates and Powers which preceded the Enjoyment of the same Estates and Property by virtue of and as expressed in such last-mentioned Appointment); and the said *Richard Terrick Stainforth* and *Mary* his Wife, by virtue and in further Exercise and Execution of the aforesaid Power and Authority or several Powers and Authorities, and also of every Power and Authority enabling them in that Behalf, did by the said now-stating Deed or Writing, executed and attested as aforesaid, jointly direct, limit, and appoint, firstly, all Messuages, Lands, Tenements, and Hereditaments at *Hutton* alias *Huttons Ambo* alias *High* and *Low Hutton* alias *Hutton-upon-Derwent* aforesaid, or elsewhere in *England*, with their Appurtenances, purchased since the Date and Execution of the Indenture of Settlement, by and out of the Monies which arose by Sale of the said Estates and Hereditaments in the *Isle of Wight*, in the same Indenture of Settlement originally conveyed, settled, and limited, and covenanted to be surrendered; secondly, all Messuages, Lands, Tenements, and Hereditaments situate at *Hutton* alias *Huttons Ambo* alias *High* and *Low Hutton* alias *Hutton-upon-Derwent* aforesaid, or elsewhere in *England*, with the Appurtenances, purchased since the Date and Execution of the said Indenture of Settlement, by and out of the Monies which arose by Sale of the said Estates and Hereditaments in the said County of *Suffolk*, in the same Indenture of Settlement originally conveyed, settled, and limited, and covenanted to be surrendered; thirdly, all those the Two undivided Third Parts or Shares of and in the said Freehold Manor or Lordship or reputed Manor or Lordship of *Hutton* alias *Huttons Ambo* alias *Hutton-upon-Derwent* aforesaid, and the Entirety of and in all and singular the said Freehold Messuages, Farms, Lands, Tenements, Rents, and Hereditaments situate at *Hutton* alias *Huttons Ambo* alias *High* and *Low Hutton* alias *Hutton-upon-Derwent* aforesaid, or elsewhere in the said County of *York*, which were in and by the said Indenture of Settlement conveyed, settled, and limited to the Uses and in manner therein expressed and declared concerning the same, with their Appurtenances, together with all Messuages, Lands, Tenements, and Hereditaments situate at *Hutton* alias *Huttons Ambo* alias *Hutton-upon-Derwent* aforesaid, or elsewhere in *England*, with their Appurtenances, which

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*Stainforth's Estate Act, 1854.*

since the Date and Execution of the same Indenture had been purchased by and out of the Monies which arose by Sale of the said Copyhold Estates at *Stillington* aforesaid; fourthly, all Messuages, Lands, Tenements, and Hereditaments situate at *Hutton* alias *Huttons Ambo* alias *Hutton-upon-Derwent* aforesaid, or elsewhere in *England*, with the Appurtenances, purchased since the Date and Execution of the said Indenture of Settlement by and out of the Half Part or Share of the said *Mary Stainforth* of and in the Two Fourth Parts of the Residue of the Monies which arose from the Sale of the Estates late of the said *Thomas Staunton* her Grandfather, in the Counties of *Essex*, *Sussex*, and *Buckingham*, nevertheless, as to the several Premises therein described or under Appointment, subject to the several Estates and Interests of the surviving Trustee of the said Settlement, and the said *Richard Terrick Stainforth* and *Mary* his Wife, terminable with and for their Lives, as therein mentioned, and since determined by their several Deceases (including the Jointure Rentcharge of the said *Mary Stainforth*, and the said Term for securing the same); and moreover, as to all the said Premises therein firstly and secondly described, or under Appointment, (being the Property purchased by and out of the Monies arising by Sale of the said Hereditaments and Estates situate in the *Isle of Wight* and the said County of *Suffolk*, and at *Stillington* aforesaid,) subject and without Prejudice to the said Power enabling the said *Richard Terrick Stainforth* and *Mary* his Wife to charge the same Property with the said Sum of Two thousand Pounds, and to any Appointment or Appointments which had been or should thereafter be made for that Purpose, and as to all the said Premises therein described, or under Appointment, to the Payment of the said Sum of Five hundred Pounds and Interest, therein-before appointed to or in favour of the said *George Stainforth*, and therein-before made chargeable thereon, should remain, continue, and be to the Use of the said *Augusta* the Wife of the said *William Watson Bolton*, the said *Mary* the Wife of the said *Charles Hall*, the said *Richard Stainforth* (thereby meaning the said *Richard John Stainforth* as aforesaid), the said *Frances* the Wife of the said *William Amon Gee Pritchard*, and the said *William Stainforth*, in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, and of their several and respective Heirs and Assigns for ever; and the said now-stating Deed contains a Proviso and Declaration and Appointment (under the Powers and Authorities in manner aforesaid), that the yearly Rents, Issues, and Profits of the said Fifth Part or Share of the said *Augusta Bolton* of and in the said Estates and Hereditaments should during her Life be for her separate Use, restrained from Anticipation, as therein mentioned, and further, that in case the said *Augusta Bolton* should happen to depart this Life without leaving any Issue of her Body living at the Time of her Decease, then and in such Case, but not otherwise, her said Fifth Part or Share of and in the said

Estates



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*Stainforth's Estate Act, 1854.*

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Estates and Hereditaments should thereupon and thenceforth go and be to the Use of the said *Mary* the Wife of the said *Charles Hall*, *Richard John Stainforth*, *Frances* the Wife of the said *William Amon Gee Pritchard*, and *William Stainforth*, in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, and of their several and respective Heirs and Assigns for ever; and it was thereby further (under the Powers aforesaid) directed, limited, and appointed that the yearly Rents, Issues, and Profits of the said Fifth Part or Share of the said *Frances Pritchard* should during her Life be for her sole and separate Use, restrained from Anticipation, as therein mentioned, and that in case she should happen to depart this Life without leaving any Issue of her Body living at the Time of her Decease, her said Fifth Part or Share should thenceforth go and be to the Use of the said *Augusta Bolton*, *Mary Hall*, *Richard John Stainforth*, and *William Stainforth*, in equal Shares and Proportions, as Tenants in Common, and not as Joint Tenants, and of their several and respective Heirs and Assigns for ever; and after thereby reciting that previous to the Marriage of the said *Charles Hall* and *Mary* his Wife the said *Richard Terrick Stainforth* made over or secured the Sum of Six thousand Pounds Sterling to the said *Mary Hall* (then *Mary Stainforth*) as and for her Marriage Portion, and that the same was charged upon Part of the said Estates at *Huttons Ambo* aforesaid, and that such Sum was duly settled by her upon herself on her Marriage with the said *Charles Hall*, in certain Trustees, upon certain Trusts, after the same Marriage, contained in the Deed of Settlement thereof (thereby meaning and referring to the Appointment in favour of the said *Mary Hall*, and the Settlement on her Marriage, herein-after respectively stated); it was by the now-stating Deed (under the Powers and Authorities aforesaid) directed, limited, and appointed, that if the said *Mary Hall* and her said Trustees, and other the Person or Persons entitled to the said Sum of Six thousand Pounds, should not at the Death of the Survivor of them the said *Richard Terrick Stainforth* and *Mary* his Wife cause the same, and the Stocks, Funds, and Securities for the same, and the Dividends and Interest thenceforth to arise therefrom, to be brought into Hotchpot, and paid and divided (as or in the Nature of Real Estate, or the Produce of Real Estate,) unto and amongst them the said *Augusta Bolton*, *Richard John Stainforth*, *Frances Pritchard*, and *William Stainforth*, their respective Heirs and Assigns, together with the said *Mary Hall*, her Heirs and Assigns, in like Manner as if the same Sum of Six thousand Pounds had actually formed Part of the Property lastly therein-before appointed, then and in such Case she the said *Mary Hall*, and her Heirs and Assigns, should forfeit and give up all and every Part and Parts, Share and Shares, thereby appointed to her and them of and in the said several Estates and Property, and the same Estates and Property should then, under or by virtue of the now-stating  
Deed,



*Stainforth's Estate Act, 1854.*

Deed, go and be divided between the said *Augusta Bolton*, *Richard John Stainforth*, *Frances Pritchard*, and *William Stainforth*, in equal Shares and Proportions, their several and respective Heirs and Assigns for ever (subject nevertheless, as to the Two respective Fourth Parts or Shares of the said *Augusta Bolton* and *Frances Pritchard*, their respective Heirs and Assigns, to the said Restrictions and Limitations over therein-before contained of their said original Shares thereby appointed); and the said now-stating Deed contained a Power for the said *Richard Terrick Stainforth* and *Mary* his Wife, by Deed, executed and attested in manner therein mentioned, to revoke, determine, and make void all or any of the Appointments, Restrictions, Directions, Estates, and Charges therein-before respectively made, and either as to the whole or any Part of the said Estates and Property severally therein-before appointed, and intended so to be, and in such Manner that the Estates and Property to which such Revocation should extend might be settled and limited in the same Manner and subject to the same Power of Appointment as if the now-stating Deed had not been made and executed: And whereas the true and correct Name of the Party in the said Deed of Appointment called *Richard Stainforth* is *Richard John Stainforth*: And whereas the said *Richard Terrick Stainforth* and *Mary* his Wife never exercised the said Power of Revocation contained in the said before-stated Deed of Appointment: And whereas certain other Parts of the said settled Estates and Hereditaments were sold and conveyed, under the Powers and Provisions contained in the said Settlement in that Behalf, to the *York and North Midland Railway Company*, and the clear Purchase Monies arising from such Sales, amounting together to the Sum of Three thousand three hundred and ninety-two Pounds Sixteen Shillings, were invested and secured to the said *Christopher Sykes* (then become the sole surviving Trustee of the said Settlement), upon and for the Trusts and Purposes of the said Settlement, upon and by means of a Mortgage in Fee to him made or in him vested by Transfer of a prior subsisting Mortgage, and by a further Charge respectively made and executed by Two several Indentures, bearing Date respectively the Twenty-first Day of *April* One thousand eight hundred and forty-five, of certain Real Estates of the said *Richard Terrick Stainforth* not comprised in the said Settlement, one of the said Securities, *viz.*, the said Transfer of prior Mortgage, being an Indenture between *John Robert Mills* and *John Roper* of the First Part, the said *Richard Terrick Stainforth* the Settlor of the Second Part, *John Brook* of the Third Part, the said *John Roper* of the Fourth Part, the said *Christopher Sykes* (the said surviving Trustee) of the Fifth Part, the said *Rev. Charles Hall* of the Sixth Part, and *Alfred Simpson* of the Seventh Part, and the other of the same Securities, *viz.*, the said further Charge, being an Indenture between the said *Richard Terrick Stainforth* of the one Part, and the

said



*Stainforth's Estate Act, 1854.*

said *Christopher Sykes* of the other Part, and such Portion of the said Settlement Funds still remains so invested and secured, and subject to the Trusts and Provisions of the said Settlement for the Reinvestment thereof in the Purchase of Land, to be settled to the same Uses as the settled Estates, for the Benefit of the Appointees under the said Deed of Appointment herein-before set forth: And whereas the said *Richard Terrick Stainforth*, the said Settlor, was in his Lifetime, and at the Time of his Decease, herein-after mentioned, seised and entitled in Fee Simple of and to certain Real Estates at *Huttons Ambo* aforesaid not comprised in the said Settlement, but included in the said Mortgage Securities to the said surviving Trustee of the said Settlement herein-before mentioned: And whereas the said *Richard Terrick Stainforth* duly made and executed his last Will and Testament in Writing, bearing Date the Tenth Day of *March* One thousand eight hundred and forty-five, duly executed and attested, and thereby, after giving to his said Wife certain specific Chattels Personal, he the said Testator thereby gave all the Rest and Residue of his Personal Estate, and also all that his Capital Messuage or Mansion House called *Hutton Lodge*, with the Out-buildings, Gardens, Plantations, and Pleasure Grounds thereunto belonging, and all and every his Messuages, Cottages, Closes or Parcels of Land, Buildings, Tenements, Hereditaments, and Premises, and all and singular other his Real Estates situate, lying, and being in the Parish of *Huttons Ambo* or elsewhere in the said County of *York*, and not included in the Settlement made previous to his Marriage with his said Wife, or purchased with Monies arising from the Sale of Estates comprised in his said Settlement, and sold under or by virtue of the Trusts thereof, and conveyed and assured to the Uses of the same Settlement, unto his said Sons the said *Richard John Stainforth* and *William Stainforth*, and Son-in-Law the said *Charles Hall*, their Heirs, Executors, and Administrators, to hold the same upon trust that they or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should, as soon as conveniently might be after his Decease, (but nevertheless at such particular Time or Times as they or he might see expedient,) sell and dispose of his said Real Estates thereby devised, and also his Personal Estate lastly bequeathed, by Public Auction or Private Contract, as therein mentioned, and with the Monies to arise therefrom in the first place to pay off and discharge the Charges and Incumbrances then existing on his said Real Estate, and also all his just Debts, Funeral and Testamentary Expenses, and the Costs, Charges, and Expenses of or incidental to the said Sales and making out the Title to the said Real Estate, and completing the Purchase thereof, and to pay and apply all the Rest, Residue, and Remainder of such Monies

Will of  
Richard  
Terrick  
Stainforth  
dated 10th  
March 1845.

[*Private.*]

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unto



*Stainforth's Estate Act, 1854.*

Family Arrangement  
Deed dated  
24th Nov.  
1848.

unto his said Sons *Richard John Stainforth* and *William Stainforth*, and Daughters *Augusta Bolton*, *Mary Hall*, and *Frances Pritchard*, in equal Shares, or to their respective Executors, Administrators, or Assigns, for their, his, or her absolute Use and Benefit, and with a Provision giving Effect to the Receipts of the said Trustees; and the said Testator thereby appointed the said *Richard John Stainforth*, *William Stainforth*, and *Charles Hall* Executors of his said Will; And whereas the said *Richard Terrick Stainforth* departed this Life on or about the Seventh Day of *May* One thousand eight hundred and forty-eight, without having altered or revoked his said Will, leaving the said *Mary Stainforth* his Widow, and all his said Children, herein-before mentioned, him surviving, and the said Will was, on the Fifth Day of *February* One thousand eight hundred and forty-nine, duly proved by the said Executors thereof in the Exchequer and Prerogative Court of the Archbishop of *York*: And whereas the said *Mary Stainforth* Widow and her said Six Children afterwards by way of Family Arrangement made and executed a certain Indenture, bearing Date the Twenty-fourth Day of *November* One thousand eight hundred and forty-eight, and made between the said *Mary Stainforth* of the First Part, the said *George Stainforth* of *Nivelles* in *Belgium* of the Second Part, the said *William Watson Bolton* and *Augusta* his Wife of the Third Part, the said *William Amon Gee Pritchard* and *Frances* his Wife of the Fourth Part, the said *Richard John Stainforth* of the Fifth Part, the said *William Stainforth* of the Sixth Part, the said *Charles Hall* and *Mary* his Wife of the Seventh Part, and the Reverend *John Bower* Clerk of the Eighth Part, (and duly acknowledged by the said Females Covert, Parties thereto, pursuant to the Statute in that Behalf,) whereby, after reciting the said Indenture of Settlement, and the said Deed of Appointment herein-before stated, and other Matters, to the Effect herein-before stated, including the said Investment of the before-mentioned Trust Fund in such Mortgage Securities as before mentioned, and the said Will of the said Settlor, and that the said Sum of Three thousand three hundred and ninety-two Pounds Sixteen Shillings, secured to the said *Christopher Sykes* as Trustee as aforesaid, still remained due and owing to him upon the Security before mentioned, and that the Hereditaments then comprised in or subject to or affected by the Trusts and Provisions of the said Indenture of Settlement consisted of the Hereditaments or Part or Share of Hereditaments in *Ireland* appointed in manner herein-before mentioned to the said *George Stainforth*, and of divers Hereditaments and Real Estate situate in or near *Huttons Ambo* aforesaid, and of the aforesaid Sum of Three thousand three hundred and ninety-two Pounds Sixteen Shillings, which, under the Provisions of the said Indenture of Settlement, was Equitable Real Estate, and was to be or might be  
thereafter



*Stainforth's Estate Act, 1854.*

thereafter invested in the Purchase of Real Estate ; and reciting that for the Reasons therein mentioned the several Persons Parties to the now-stating Indenture of the first Seven Parts respectively had entered into an Arrangement which was intended should be carried into effect, by means of the Assurance thereby made, and of the Stipulations and Provisions therein-after contained ; it was thereby witnessed and agreed and declared by and between the Parties thereto of the first Seven Parts respectively, that the said *Richard John Stainforth*, *William Stainforth*, and *Charles Hall*, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should be at liberty, during the Life of the said *Mary Stainforth*, to abstain, so long as they or he should think proper, from selling the Hereditaments, Furniture, Plate, Linen, and China so respectively devised and bequeathed by the said Will, and to demise and lease the said Hereditaments as therein mentioned, and further as therein mentioned ; and in pursuance of the Arrangement therein-before mentioned the said several Persons, Parties thereto, of the first Seven Parts, to the Extent of their several Estates, Rights, and Interests in the Hereditaments the Subject of the Assurance intended to be thereby made, did by the now-stating Deed (which, as regarded the said Three Females Covert, was therein expressed to be executed by them respectively, with the Consent of their respective Husbands, and was intended to be duly acknowledged by them,) grant and convey unto the said *John Bower* and his Heirs all the Hereditaments comprised in or then subject to or affected by the Trusts or Provisions of the said herein-before stated Indenture of Settlement, of or to which the said several granting and conveying Parties were then seised or entitled, either in possession or in reversion, under or by virtue of the same Indenture of Settlement, and of the before-stated Deed of Appointment, or either of them, and all that the said Sum of Three thousand three hundred and ninety-two Pounds Sixteen Shillings so owing to the said *Christopher Sykes* as Trustee as aforesaid, and all Hereditaments and Real Estate in or upon which the same Sum or any Part thereof should or might thereafter be laid out or invested, and all the Hereditaments and Real Estate devised by the aforesaid Will of the said *Richard Terrick Stainforth*, and all the Right, Title, and Interest of the said several granting and conveying Parties respectively in or to or out of the Hereditaments and Premises the Subject of that Assurance, to hold the same unto the said *John Bower* and his Heirs to the Use of the said *Richard John Stainforth*, *William Stainforth*, and *Charles Hall*, their Heirs and Assigns, upon trust, and to the Intent that they, or the Survivors or Survivor of them, or the Heirs of such Survivor, should carry into operation the Stipulations, and Provisions, Agreements, and Declarations therein-after contained ; and it was thereby agreed and declared, that the Trustees  
and



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*Stainforth's Estate Act, 1854.*

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and Trustee for the Time being of the now-stating Indenture (meaning thereby and therein-after the said *Richard John Stainforth*, *William Stainforth*, and *Charles Hall*, or the Survivors or Survivor of them, or the Heirs of such Survivor,) should during the Life of the said *Mary Stainforth* receive and take the Rents and Profits of all the Hereditaments therein-before granted and conveyed, and the Interest on the aforesaid Sum of Three thousand three hundred and ninety-two Pounds Sixteen Shillings, and the Income (if any) to arise from any Funds or Property by which any of the same Hereditaments, or the said lastly mentioned Sum of Money, or any Part thereof, might thereafter be represented, and should in the first place, out of the Rents and Profits, Interest and Income, so to be received by them as aforesaid, pay during the Life of the said *Mary Stainforth* the several Annuities or yearly Sums therein mentioned to the said *Augusta Bolton*, the said *George Stainforth*, *Richard John Stainforth*, *Frances Pritchard*, *Mary Hall*, and *William Stainforth*, determinable as therein mentioned, such Annuities to be payable quarterly, and as to the said Females Covert for their respective separate Use, as therein mentioned; and it was thereby further declared and agreed that after and subsequent to the Payment of the aforesaid several Annuities the Trustees or Trustee for the Time being of the now-stating Indenture should (but subject to Proviso therein-after contained) during the Life of the said *Mary Stainforth* pay and apply so much of the Rents, Interest, and Income as they should think proper towards Payment of the Debts and Liabilities affecting the Estate of the said *Richard Terrick Stainforth*, and should pay over so much of the same Rents and Profits, Interest, and Income as they should not think proper to apply towards the Payment or Discharge of such Debts or Liabilities as last aforesaid, unto the said *Mary Stainforth*, for her own absolute Use, and with a Provision regulating and limiting the Amount of Income to be paid to the said *Mary Stainforth* yearly, and Powers to the Trustees or Trustee for the Time being to pay off the aforesaid several Debts and Liabilities, in such Order and Priority and in such Proportions as they should in their Discretion think proper, and to make such Sales as aforesaid during the Life of the said *Mary Stainforth*; and it was thereby further agreed and declared, that forthwith, or as soon as convenient after the Death of the said *Mary Stainforth*, the Trustees or Trustee for the Time being of the now-stating Indenture should sell the Hereditaments so devised by the Will of the said *Richard Terrick Stainforth* as aforesaid, and the said Furniture and Effects, or such Part of the same as should not have been sold in the Lifetime of the said *Mary Stainforth*, and should in the first place apply and dispose of the clear Money to arise from such Sale, or a competent Part thereof, towards Payment and Discharge of such of the Debts of or affecting the Estate of the said

*Richard*



*Stainforth's Estate Act, 1854.*

*Richard Terrick Stainforth*, as should for the Time being remain unpaid and undischarged, and should in the next place (but subject to the Provision therein-after contained for the Indemnity of the said Trustees or Trustee for the Time being) pay over and divide the Surplus of such Monies as last aforesaid unto or between the said *Richard, John Stainforth, William Stainforth, Augusta Bolton, Frances Pritchard*, and *Mary Hall*, or their respective Executors or Administrators, in equal Shares and Proportions, as Tenants in Common; and it was thereby agreed and declared that from and after the Decease of the said *Mary Stainforth* the Trustees or Trustee for the Time being should (subject only to the Provision therein-after contained for the Indemnity of such Trustees or Trustee) stand seised and possessed of and interested in those of the several Hereditaments and Premises therein-before granted and conveyed which were or had been comprised in or subject to or affected by the Trusts or Provisions of the said Indenture of Settlement, upon trust for the several Persons, Parties to the now-stating Indenture of the first Seven Parts respectively, and so and in such Manner that the same several Persons should be respectively entitled in Equity to such of the same several Hereditaments and Premises, and to such Estates and Interests therein respectively, as the same several Persons respectively would have been entitled to at Law and in Equity if the now-stating Indenture had not been made; and it was by the said Indenture provided, declared, and agreed that the Monies to arise from the Sale of the Hereditaments, Furniture and Effects, so respectively devised and bequeathed by the said Will of the said *Richard Terrick Stainforth* as aforesaid, as also those of the Hereditaments and Premises subject to or affected by the Trusts and Provisions of the aforesaid Indenture of Settlement, should constitute Funds or Property for paying and discharging such Part of the Debts and Liabilities of the said *Richard Terrick Stainforth* the Testator as should not have been paid or satisfied during the Life of the said *Mary Stainforth*, or on the Sale of the said Hereditaments, Furniture and Effects, devised and bequeathed by the Will of the said *Richard Terrick Stainforth* as aforesaid, by or in consequence of the Money arising thereby or therefrom being insufficient to pay and discharge in full all such Debts and Liabilities, or otherwise, and for indemnifying the Trustees or Trustee for the Time being of the now-stating Indenture, as therein mentioned: And whereas by Indenture of Mortgage, bearing Date the Eighth Day of *September* One thousand eight hundred and forty-nine, and made between the said *Richard John Stainforth, William Stainforth*, and *Charles Hall* of the First Part, the said *Mary Stainforth* of the Second Part, the said *George Stainforth* of the Third Part, the said *William Watson Bolton* and *Augusta* his Wife of the Fourth Part, the said *William Amon Gee Pritchard*, and *Frances* his Wife of the Fifth Part, the said *Mary* the Wife of the

Indenture of  
Mortgage  
dated 8th  
Sept. 1849.

[Private.]

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said



*Stainforth's Estate Act, 1854.*

said *Charles Hall* of the Sixth Part, and *Sir Thomas Digby Legard* Baronet, and *Robert Bower* Esquire of the Seventh Part, (duly acknowledged by the said respective Femmes Covert, pursuant to the Statute in that Behalf,) after reciting to the Effect in the herein-before stated Deed of Arrangement recited, and reciting that the Debts owing from the Estate of the said Testator *Richard Terrick Stainforth*, and for the Discharge of which Provision was made by the said Deed of Arrangement, amounted to the Sum of Four thousand seven hundred Pounds or thereabouts, and that it was desirable that the said Debts should be forthwith paid off or discharged, and that the Parties thereto of the First Seven Parts were desirous that the Money necessary should be raised by way of Mortgage, in manner therein-after mentioned, in consideration of the Sum of Four thousand seven hundred Pounds paid by the said *Sir Thomas Digby Legard* and *Robert Bower* to the said *Richard John Stainforth*, *William Stainforth*, and *Charles Hall*, they the said *Richard John Stainforth*, *William Stainforth*, and *Charles Hall* did (at the Request of the several other Parties therein mentioned, *videlicet*, the Parties of the Second, Third, Fourth, Fifth, and Sixth Parts,) grant and convey, and the said several last-mentioned Parties respectively did grant and convey, ratify and confirm, unto the said *Sir Thomas Digby Legard* and *Robert Bower*, and their Heirs, the settled and devised Estates comprised in the said Deed of Arrangement, by such Terms of Reference and Description as therein contained, and the aforesaid Sum of Three thousand three hundred and ninety-two Pounds Sixteen Shillings so owing to the said *Christopher Sykes* as Trustee, and constituting Equitable Real Estate under the said Settlement, and all Interest to accrue due on that Sum, and all such Hereditaments as should or might thereafter be purchased, under the Trusts or Provisions of the said Settlement, with the same Sum of Money or any Part thereof, with the Appurtenances, to hold the same unto and to the Use of the said *Sir Thomas Digby Legard* and *Robert Bower*, their Heirs and Assigns for ever, in Mortgage, for securing and subject to a Proviso for Redemption therein contained, on Payment to the said *Sir Thomas Digby Legard* and *Robert Bower* of the said Sum of Four thousand seven hundred Pounds, with Interest for the same after the Rate of Four Pounds Ten Shillings *per Cent. per Annum*, in manner therein mentioned, with Power of Sale in default thereof, and a Declaration that the said Sum of Four thousand seven hundred Pounds was secured to the said Mortgagees upon a joint Account: And whereas the said *Mary Stainforth* the Widow departed this Life on or about the Fifth Day of *February* One thousand eight hundred and fifty-one: And whereas, by an Indenture bearing Date the Tenth Day of *March* One thousand eight hundred and fifty-four, and made between the said

*William*

Indenture  
dated 10th  
March 1854.



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*Stainforth's Estate Act, 1854.*

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*William Watson Bolton* and *Augusta* his Wife of the First Part, the said *Charles Hall* and *Mary* his Wife of the Second Part, the said *Richard John Stainforth* of the Third Part, the said *William Amon Gee Pritchard* and *Frances* his Wife of the Fourth Part, the said *William Stainforth* of the Fifth Part, and *Robert Hartley Bower* Esquire of the Sixth Part, (duly acknowledged by the said Females Covert, Parties thereto,) after reciting or referring to the before-stated Indenture of Settlement, and Deed of Appointment under the same, and the said Provision contained in the latter whereby the Share appointed to the said *Augusta Bolton* was limited over in case she should depart this Life without leaving Issue living at her Decease, as aforesaid, and that as a Family Arrangement the said several Parties thereto of the first Five Parts had mutually (and the one in consideration of the Concurrence therein of the others and other) consented and agreed to make such Conveyance or Assurance as therein-after contained of such aforesaid Share to the Uses therein-after limited thereof, and reciting that there never had been Issue of the Marriage of the said *William Watson Bolton* and *Augusta* his Wife, so that he would not be entitled (unless there should be such Issue thereafter) to an Estate as Tenant by the Courtesy of *England* in such Share, it was witnessed, that in pursuance of the Premises, and for the Considerations aforesaid, and for divers other good Causes and Considerations them thereunto moving, and by way of such Family Arrangement, they the said several Parties thereto of the first Five Parts (as to the said respective Females Covert, with the Privity and Concurrence therein of their said respective Husbands, testified by the same Indenture,) did thereby convey unto the said *Robert Hartley Bower*, his Heirs and Assigns, all that the One Fifth Part or Share and all other the Part and Share, if any, of the said *Augusta Bolton*, subject to such Limitation over as aforesaid contained in the said Appointment, of and in all and singular the Manors, Messuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Premises comprised and described in the Schedule thereunder written or thereunto annexed, and of and in all and singular other, if any, the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, and Parts and Shares of Manors, Messuages, Lands, and Hereditaments whatsoever situate or arising within that Part of the United Kingdom which is called *England*, comprised in, or which were by any Means, at Law or in Equity, subject to the Uses, Trusts, Limitations, or Dispositions of the said Indenture of Settlement, and the said Appointment by virtue or in pursuance thereof, and the said Will of the said *Richard Terrick Stainforth* deceased, or any of them respectively, with the Appurtenances, to hold the same unto the said *Robert Hartley Bower* and his Heirs and Assigns to the Uses following; that is to say, to the Use of the said *Augusta Bolton* for and during the Term of her  
natural



*Stainforth's Estate Act, 1854.*

natural Life, for her sole and separate Use, restrained from Anticipation of the Rents and Profits during her Life, according to the Purport and true Intent and Meaning of the said Deed of Appointment in that Behalf; and after her Decease to the Use of the said *William Watson Bolton* for and during the Term of his natural Life, without Impeachment of Waste, other than voluntary Waste; and, subject thereto, as to One undivided Fourth Part of the said Share and Premises thereby conveyed (the same into Four equal Parts or Shares being considered as divided), to such Use and Uses and otherwise as the said *Charles Hall* and *Mary* his Wife, at any Time or Times, and from Time to Time, by Deed, sealed and delivered by them, should jointly appoint; and in default of such Appointment, and so far as any such should not extend, to the Use of the said *Charles Hall* and *Mary* his Wife, their Heirs and Assigns, jointly, and as an Estate by Entireties, at Law and in Equity; and as to One other like undivided Fourth Part or Share of the said Share and Premises thereby conveyed, to the Use of the said *Richard John Stainforth*, his Heirs and Assigns absolutely; and as to One other like undivided Fourth Part or Share of the said Share and Premises thereby conveyed, to such Use and Uses and otherwise as the said *William Amon Gee Pritchard* and *Frances* his Wife, at any Time or Times and from Time to Time, by Deed, sealed and delivered by them, should jointly appoint; and in default of and until such Appointment, and so far as any such should not extend, to the Use of the said *William Amon Gee Pritchard* and *Frances* his Wife, their Heirs and Assigns, jointly, and as an Estate by Entireties, at Law and in Equity; and as to the remaining undivided Fourth Part or Share of the said Share and Premises thereby conveyed, to the Use of the said *William Stainforth*, his Heirs and Assigns absolutely; and the said now-stating Indenture contains a Proviso and Declaration that the now-stating Indenture was not intended to pass or comprise any Money arising from the Sale of any of the Hereditaments which were theretofore comprised in or had become subject to the Uses, Trusts, or Limitations of the said before-mentioned Indenture of Settlement or the said general Appointment, which had been sold thereunder, and the Proceeds of which would be subject to be laid out in the Purchase of Real Estate, to be settled to the same Uses and Trusts, or otherwise: And whereas by another Indenture, bearing Date the Eleventh Day of *March* One thousand eight hundred and fifty-four, and made between the said *William Amon Gee Pritchard* and *Frances* his Wife of the one Part, and *Luke Freeman* Gentleman of the other Part, (and duly acknowledged by the said *Frances*, and duly inrolled pursuant to the Statute in that Behalf,) for the Purpose of barring and defeating the Estate Tail or Estates Tail (if any) of the said *Frances Pritchard*, and all other Estates Tail (if any) in the Hereditaments therein-after mentioned and referred to, and all Estates, Powers,

Indenture  
dated 11th  
March 1854.



*Stainforth's Estate Act, 1854.*

Powers, Rights, and Interests taking effect after the Determination or in defeazance thereof, and otherwise giving Effect to the now-stating Indenture, and vesting the Fee Simple thereof in the said *Luke Freeman*, to the Uses therein-after limited, they the said *William Amon Gee Pritchard* and *Frances* his Wife (and as to the said *Frances* with the Concurrence of her said Husband, therein testified by his being Party to and executing the said Indenture,) did convey unto the said *Luke Freeman* and his Heirs all and every the Part and Share, Parts and Shares whatsoever of the said *Frances Pritchard* of and in all and singular the Manors, Messuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Premises comprised and described in the Schedule thereunder written or thereto annexed, and of and in all and singular other (if any) the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, and Parts and Shares of Manors, Messuages, Lands, and Hereditaments whatsoever, situate or arising within that Part of the United Kingdom which is called *England*, comprised in or which were by any Means, at Law or in Equity, subject to the Uses, Trusts, Limitations, or Dispositions of the said Indenture of Settlement, and any Appointment by virtue or in pursuance thereof, and the said Will of the said *Richard Terrick Stainforth*, or any of them, with the Appurtenances, to hold the same unto the said *Luke Freeman*, his Heirs and Assigns, freed and discharged from all such Estates Tail and other Estates, Powers, Rights, and Interests as aforesaid, to such Use and Uses, and to and for such Estate and Estates, Interest and Interests, Ends, Intents, and Purposes, and upon such Trusts, and charged and chargeable in such Manner, and subject to, with, and under such Powers, Provisoos, Conditions, Limitations, Declarations, and Agreements, as the said *William Amon Gee Pritchard* and *Frances* his Wife, at any Time or Times, and from Time to Time, by any Deed, to be sealed and delivered by them, should jointly direct, limit, or appoint, and in default of and until such Direction, Limitation, or Appointment, and so far as any such should not extend, to the Use of the said *William Amon Gee Pritchard* and *Frances* his Wife, their Heirs and Assigns, jointly, and as an Estate by Entireties, at Law and in Equity; and in order to make a like Disposition of the Sums of Money therein and herein-after mentioned for the Purpose of barring the Estate Tail or Estates Tail (if any) of the said *Frances Pritchard*, and all other Estates Tail (if any) of and in the Hereditaments in the Purchase whereof such Money was subject to be invested, and all Estates, Powers, Rights, and Interests taking effect after the Determination or in defeazance thereof, and otherwise to vest the same as or in Nature of Personal Estate in the said *Luke Freeman*, upon the Trusts therein-after declared and contained, they the said *William Amon Gee Pritchard* and *Frances* his Wife (as to the said *Frances*

[*Private.*]



*Stainforth's Estate Act, 1854.*

with the like Concurrence of her said Husband, and testified as aforesaid,) did thereby assign unto the said *Luke Freeman* all and singular the Part and Share, Parts and Shares whatsoever of the said *Frances Pritchard* of and in all that the said Sum of Three thousand three hundred and ninety-two Pounds Sixteen Shillings arising from the Sale of certain of the Estates in *England* which were comprised in or had become subject to the Uses, Trusts, or Limitations of the said Indenture or Settlement, and of and in all other (if any) the Sum and Sums of Money arising from the Sale of any of the Estates or Hereditaments situate in *England* which were comprised in or which became in any Manner subject, at Law or in Equity, to the Uses, Trusts, or Limitations of the said Indenture of Settlement, or any Appointment under or by virtue of the same; and which, under the Trusts of such Indenture of Settlement, were subject to be invested in Land, to be settled to the Uses or upon the Trusts of such Indenture or any such Appointment as aforesaid, to hold the same unto the said *Luke Freeman*, his Executors, Administrators, and Assigns, absolutely, as Personal Estate, freed and discharged from all Trusts for the Investment thereof in Land subsisting under the said Indenture, or otherwise howsoever, and freed and discharged from all such Estates Tail and all such other Estates, Powers, Rights, and Interests as aforesaid, but nevertheless in trust for such Person and Persons, for such Interest and Interests, and generally in such Manner and for such Purposes as the said *William Amon Gee Pritchard* and *Frances* his Wife, at any Time or Times, by any Deed or Deeds, Writing or Writings, sealed and delivered by them, should jointly direct or appoint, and in default of and until any such Appointment, and so far as any such should not extend, in trust for the said *William Amon Gee Pritchard* and *Frances* his Wife, their Executors and Administrators, absolutely, as a joint Interest by Entireties; and with a Declaration by the said *William Amon Gee Pritchard* and *Frances* his Wife that the Meaning and Intention of the now-stating Indenture was to settle and assure the said Hereditaments and Money in manner and to the Uses and upon the Trusts aforesaid, whether vested in the said *Frances Pritchard* for any such Estate Tail, or Interest in Nature of an Estate Tail, or otherwise howsoever: And whereas by Indenture, bearing Date the Thirteenth Day of *March* One thousand eight hundred and fifty-four, and made between the said *William Amon Gee Pritchard* and *Frances* his Wife of the one Part, and the said *Luke Freeman* and *Stonhewer Parker Freeman* Gentleman (therein described as Trustees for the Purposes thereof) of the other Part, duly acknowledged by the said Feme Covert, pursuant to the Statute in that Behalf, after reciting or referring to the said Settlement and Deed of Appointment herein-before stated, and other Matters before stated, and the Inducement to or Consideration for the now-stating Deed, and reciting that the said *William Amon Gee Pritchard*

Indenture  
dated 13th  
March 1854.



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*Stainforth's Estate Act, 1854.*

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*Pritchard* and *Frances* his Wife, and the Parties interested in the other Shares of and in the said Hereditaments therein-after mentioned and referred to, had it in contemplation to apply for a Private Act of Parliament (thereby meaning and referring to the Intention to obtain this present Act), to contain Powers or Means of Sale of the said Estates, and such other Powers or Provisions as Parliament might grant for Advancement of the Children taking under the Trusts of the now-reciting Indenture, and otherwise, and as the Parties prosecuting such Application might agree upon, which it was considered were at that present Time prevented by reason of a Provision contained in the said Deed of Appointment for the separate Use, restrained from Anticipation, of the said *Frances Pritchard* and the other Females Covert therein mentioned, and that it had therefore been agreed that such Provision should be made in reference to such proposed Act of Parliament as therein-after contained, it was witnessed, that in pursuance of the said Agreement, and in consideration of the Premises, and for other good Causes and Considerations thereunto moving, they the said *William Amon Gee Pritchard* and *Frances* his Wife, in pursuance and by force and virtue of all Powers in them vested or in anywise enabling them in that Behalf, and in exercise and execution thereof, did thereby jointly direct, limit, and appoint that the Shares and Hereditaments therein-after mentioned, and expressed to be thereby conveyed, with their Appurtenances, should thenceforth be, remain, and continue, and that all Conveyances and Assurances thereof should as to the same Tenure, to the Uses therein-after limited concerning the same; and it was thereby further witnessed, that in further pursuance of the said Agreement, and in consideration of the Premises, and for further Assurance, they the said *William Amon Gee Pritchard* and *Frances* his Wife (as to the said *Frances* with the Concurrence therein of her said Husband, testified thereby, and in respect whereof the now-reciting Indenture was intended to be duly acknowledged,) did thereby convey unto the said *Luke Freeman* and *Stonhewer Parker Freeman*, their Heirs and Assigns, all that the One undivided Fifth Part or Share in possession, and One undivided Fourth Part or Share of One other Fifth Part or Share in remainder or reversion, as aforesaid, of them, the said *William Amon Gee Pritchard* and *Frances* his Wife, and all other the Part or Share, Parts or Shares whatsoever of or to which they or either of them were or was seised or entitled, or had Power to appoint or dispose of, and in all and singular the Manors, Messuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Premises comprised and described in the Schedule thereunder written or thereunto annexed, and all and singular other (if any) the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, and Parts and Shares of Manors, Messuages, Lands, and Hereditaments, whatsoever, situate or arising within that Part of the United Kingdom which is called *England*, comprised



*Stainforth's Estate Act, 1854.*

prised in or which were by any Means at Law or in Equity subject to the Uses, Trusts, Limitations, or Dispositions of the before-stated Indenture of Settlement, and the said Appointment by virtue or in pursuance thereof, and the said Will of the said *Richard Terrick Stainforth* deceased, or any of them respectively, with the Appurtenances, to hold the same unto the said *Luke Freeman* and *Stonhewer Parker Freeman*, their Heirs and Assigns, to the Uses, upon the Trusts, and for the Ends, Intents, and Purposes therein-after expressed, declared, and contained of and concerning the same; and it was thereby declared that the Appointment and Conveyance or Assurance therein-before contained and thereby made of the Shares and Premises therein-before expressed, and intended to be thereby appointed and conveyed, were so made, and should operate, be, and enure, to such Use and Uses, and to and for such Estate and Estates, Interest and Interests, Ends, Intents, and Purposes, and upon such Trusts, and charged and chargeable in such Manner, and subject to, with, and under such Powers, Provisoos, Conditions, Limitations, Declarations, and Agreements, as the said *William Amon Gee Pritchard* and *Frances* his Wife, at any Time or Times and from Time to Time, by any Deed or Deeds, with or without Power of Revocation and new Appointment, to be sealed and delivered by them, should jointly direct, limit, or appoint, and in default of, and until such Direction, Limitation, or Appointment, and so far as any such should not extend, to the Use of the said *Luke Freeman* and *Stonhewer Parker Freeman*, their Heirs and Assigns, upon trust to sell the same, with such Consent and in such Manner as therein mentioned, and with usual Powers and Provisions in that Behalf, and Power to demise and lease the said Premises, and with Provisions for Application of the Rents until Sale as Income of the Trust Funds, and for the Investment of the Monies to arise by Sale or Premiums for Leases in the Names of the Trustees in or upon the Public Stocks or Funds of *Great Britain*, or at Interest upon Government Security, or such Real Security in *England* or *Wales* as therein mentioned, with the Consent of the said *William Amon Gee Pritchard* and *Frances* his Wife, or the Survivor of them, and after their several Deceases in the Discretion of the said Trustees, and to stand and be possessed of the said Stocks, Funds, and Securities in or upon which the Monies should be laid out and invested as aforesaid, and the Interest, Dividends, and annual Proceeds thereof respectively, upon trust for the Benefit of the said *Frances Pritchard* for her separate Use, restrained from Anticipation, during her Life, and after her Decease for the Benefit of the said *William Amon Gee Pritchard* for his Life, and after their several Deceases, and subject thereto, as to the Capital of the said Trust Funds, upon trust for all or any of the Children of the said *William Amon Gee Pritchard* and *Frances* his Wife, as they or the Survivor of them

should



*Stainforth's Estate Act, 1854.*

should in manner therein mentioned appoint, and in default thereof and subject thereto in trust for all the Children of the said *William Amon Gee Pritchard* and *Frances* his Wife, as therein mentioned, with ultimate Trusts on Failure of such Children for the said *William Amon Gee Pritchard* and *Frances* his Wife, their Executors and Administrators, absolutely, jointly, and as an Interest by Entireties, and as and in the Nature of Personal Estate, transmissible accordingly; and the said Deed contains Provisions by way of Hotchpot as to any Child taking under any Appointment, and Provisions for Maintenance and Education of Children out of Income, and a Power or Provision for the Advancement of the said Children respectively, as therein expressed; and the said Indenture also contains Power to the Trustees to vary and change the Trust Funds, and a Provision giving Effect to the Receipts of the Trustees, and for the Appointment of new Trustees, as therein mentioned; and the said Indenture contains an express Provision and Declaration that the now-stating Indenture, and the Settlement thereby intended to be made, are meant and intended to be subject and without Prejudice to such Application (if any) as might be made for any such Act of Parliament as therein and herein-before in that Behalf mentioned and referred to, and such Provisions of the Nature of those therein and herein-before referred to, or otherwise howsoever, as should or might be inserted in such Act; and the same Deed contains a Provision excluding from the Operation thereof any Money subject to be invested in Land arising from previous Sales under the said original Settlement; And whereas there is annexed to each of the Three lastly herein-before stated Deeds a Schedule of Parcels which comprise (but by Descriptions more in detail) the devised and settled Estates to which this Act relates, and a short Description whereof is contained in the Schedule to this Act annexed: And whereas upon the Occasion of the Marriage of the said *Mary*, one of the aforesaid Six Children, with the said *Charles Hall*, the said *Richard Terrick Stainforth* and *Mary* his Wife made and executed a certain other Deed of Appointment (being an Indenture dated the Twenty-second Day of *January* One thousand eight hundred and thirty), and made between the said *Richard Terrick Stainforth* and *Mary* his Wife of the one Part, and the said *Mary Hall* (then and therein described as *Mary Stainforth* the younger, the Second of the surviving Daughters of the said *Richard Terrick Stainforth* and *Mary* his Wife,) of the other Part, whereby the said *Richard Terrick Stainforth* and *Mary* his Wife, in pursuance of the Power or Authority to them for that Purpose given, limited, or reserved by the said Deed of Settlement on their said Marriage, herein-before stated, and of all other Powers enabling them in that Behalf, did thereby appoint certain Hereditaments therein particularly mentioned and described, Parcel of the Hereditaments comprised in the said

Schedule to  
Deeds and to  
Act.

Appoint-  
ment by  
Richard  
Terrick  
Stainforth  
and *Mary*  
his Wife in  
favour of  
*Mary*  
Stainforth  
the younger,  
22d Jan.  
1830.

[Private.]

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original



*Stainforth's Estate Act, 1854.*

Indenture of  
Settlement  
dated 23d  
Jan. 1830.

original Settlement, subject to the said Jointure Rentcharge of the said *Mary Stainforth* the elder, and the Term for securing the same, to the Use of the said *Mary Hall*, then *Stainforth*, for the Term of One thousand Years from the Decease of the said *Richard Terrick Stainforth* her Father, subject to a Proviso for Redemption thereof, therein contained, upon Payment by the Person or Persons who, under or by virtue of the Limitations contained in the said original Settlement, or to be created in exercise and execution of the Powers or Authorities therein contained, should for the Time being be entitled to or interested in the Hereditaments and Premises thereby appointed, in reversion or remainder immediately expectant on the said Term of One thousand Years, within the Space of Six Calendar Months from the Decease of the said *Richard Terrick Stainforth*, unto the said *Mary Hall*, then *Stainforth*, her Executors, Administrators, or Assigns, of the Sum of Six thousand Pounds, and Interest at Five per Cent. per Annum, as therein mentioned: And whereas, upon the Occasion of the same last-mentioned Marriage an Indenture of Settlement was made and executed, bearing Date the Twenty-third day of *January* One thousand eight hundred and thirty, between the said *Richard Terrick Stainforth* of the First Part, the said *Mary Hall*, then *Mary Stainforth* the younger, of the Second Part, the said Reverend *Charles Hall* of the Third Part, *John Stainforth*, *Richard Wormald*, *James Middleton Hall*, and *Robert Bower*, therein described, (Trustees of the same Settlement,) of the Fourth Part, whereby the said *Mary Hall*, then *Stainforth*, assigned unto the said Trustees therein named the said Sum of Six thousand Pounds appointed to her as aforesaid, upon trust for the Investment thereof in the Parliamentary Stocks or Funds, or in or upon other Government or Real Securities, at Interest, with Power to vary the same, and to stand possessed thereof upon certain Trusts therein mentioned for the Benefit of the said *Charles Hall* and the said *Mary* his Wife, successively, for their respective Lives, and subject thereto for the Children and Issue of their said Marriage, as therein mentioned, and in default of such Children to the Appointment of the said *Mary Hall*, by Deed or Will, and in default thereof to her absolutely, and the said Term of One thousand Years appointed to the said *Mary Hall*, then *Stainforth*, aforesaid, was thereby assigned by her to the same Trustees for the same Purposes; and the said *Richard Terrick Stainforth* demised the Premises comprised in such last-mentioned Term to the same Trustees of the Settlement for a Term of Sixty Years, upon trust for securing to or for the Benefit of the said *Charles Hall* and *Mary* his Wife certain Annuities therein mentioned, terminable with the Life of the said Settlor, with Provision for Cesser of the same Term on the Determination and Satisfaction of the Trusts thereof, and which Annuities ceased upon and by



*Stainforth's Estate Act, 1854.*

by the Death of the said *Richard Terrick Stainforth* the Settlor, and the Trusts of the said Term for securing the same are now satisfied, and the same Term has ceased: And whereas the Marriage between the said *Charles Hall* and *Mary Stainforth* the younger, now his Wife, was duly had and solemnized at the Parish Church of *Hutton* in the County of *York* on the Twenty-sixth Day of *January* One thousand eight hundred and thirty: And whereas by a certain other Indenture, dated the First Day of *April* One thousand eight hundred and fifty-four, and made between the said *Charles Hall* and *Mary* his Wife of the First Part, the said *William Watson Bolton* and *Augusta* his Wife of the Second Part, the said *William Amon Gee Pritchard* and *Frances* his Wife of the Third Part, the said *Richard John Stainforth* of the Fourth Part, and the said *William Stainforth* of the Fifth Part, (duly acknowledged by the said *Mary Hall*,) they the said *Charles Hall* and *Mary* his Wife have declared their Acceptance of the Provision made for the said *Mary* under the before-stated general Deed of Appointment, in lieu and stead of the said Sum of Six thousand Pounds appointed to her on her Marriage as before mentioned, and the said Estates which were charged therewith are thereby released from such Charge as against them: And whereas by a certain Indenture, dated the Twenty-seventh Day of *September* One thousand eight hundred and thirty-seven, the said *Richard Terrick Stainforth* the Settlor in his Lifetime granted and secured to *Ann Stainforth*, then of the *Mount* near to the City of *York*, Spinster, since deceased, an Annuity or yearly Rentcharge or Sum of Two hundred and ninety Pounds, to be issuing and payable, and had, received, and taken, out of and from and charged and chargeable upon, and with a Demise by him to a Trustee for a Term for securing the same, determinable by Proviso for Cesser, of the said Messuages, Lands, and Hereditaments herein mentioned and referred to as comprising the unsettled Estates: And whereas the said *Ann Stainforth* the said Annuitant departed this Life on or about the Twenty-first Day of *March* One thousand eight hundred and fifty-four, and her said Annuity has been duly paid and satisfied: And whereas the Real Estates of the said *Richard Terrick Stainforth* not comprised in the said original Settlement consist of the Capital Messuage or Mansion House called *Hutton Lodge*, and Land surrounding or adjoining to the same, reputed to contain, inclusive of the Site of the said Mansion and Offices attached thereto, about Fourteen Acres, and the said settled and devised Estates lie contiguous, and are eligible for Sale as an entire Estate, and the Schedule hereto contains a short Description and Particular of all the said Estates: And whereas a small Portion of the said Hereditaments was acquired many Years since by an Exchange made by the said *Richard Terrick Stainforth* the Settlor of Part of the said settled Property for and in lieu of the same, and the

Indenture  
dated 1st  
April 1854.

Indenture  
dated 27th  
Sept. 1837.

Property



*Stainforth's Estate Act, 1854.*

Property so acquired has thence hitherto been and is now held as and for Part of the said settled Estates, and the Properties respectively so acquired by and so given up in Exchange are both comprised in the Schedule to this Act, and are therein distinguished accordingly: And whereas there are Issue of the Marriage of the said *William Amon Gee Pritchard* and *Frances* his Wife the following Children only, and no more; viz., *Fanny Augusta Pritchard*, *Richard Stainforth Pritchard*, *William Staunton Gee Pritchard*, *Mary Sarah Pritchard*, *George Bolton Pritchard*, *Henry Carew Pritchard*, and *Ellen Maria Pritchard*, and who are all Infants under the Age of Twenty-one Years, but, under the Trusts and Provisions of the said Settlement made and executed by the said *William Amon Gee Pritchard* and *Frances* his Wife, the Interests of such Children thereunder are subject and liable to be defeated by the Execution of the general primary Power of Appointment and Disposition thereby vested in the said Parents, as herein-before appears: And whereas there are the following Children, and no more, of the said Marriage of the said *Charles Hall* and *Mary* his Wife; viz., *Margaret Hall* Spinster, who has attained her Age of Twenty-one Years, *Catherine Hall*, *Charles Hall*, *Samuel Hall*, and *Mary Hall*, all respectively Infants under the Age of Twenty-one Years: And whereas it will be expedient, and beneficial to the Parties interested in manner aforesaid in the said settled and devised Estates, that the same Estates should be vested in such Trustees for Sale, with such Powers and Provisions as herein-after contained, subject nevertheless and without Prejudice to the said Mortgage Charge of Four thousand seven hundred Pounds, and the said Charge of Five hundred Pounds in favour of the said *George Stainforth*, and that such Powers and Authority should be vested in the Court of Chancery in the Premises as herein-after given: And whereas the Parties to the said Two Deeds, from which respectively is excepted as herein-before appears, the Money arising from Sale of Part of the said settled Estates, as before mentioned, have it in contemplation to execute a Deed to abrogate such Exceptions, and bring such Money and any Hereditaments to be purchased therewith, within the Operation of such Deeds respectively: And whereas the several herein-before recited Indentures, dated respectively the Tenth, Eleventh, and Thirteenth Days of *March* and the First Day of *April* One thousand eight hundred and fifty-four, have been, and such further intended Deed, when carried into effect, will be, severally made and executed by mutual Arrangement between the several Parties at whose Instance this Act is obtained, with the view to the obtaining of this Act, and upon the mutual Understanding between them that such Provision should be made as herein-after contained for Payment of the Costs of and incident to the Preparation and Execution of the same Deeds respectively: And whereas the  
several



*Stainforth's Estate Act, 1854.*

several Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Watson Bolton* and *Augusta* his Wife, the said *Charles Hall* and *Mary* his Wife for and on behalf of themselves and their infant Children, and the said *Margaret Hall*, the said *Richard John Stainforth*, and the said *William Amon Gee Pritchard* and *Frances* his Wife for and on behalf of themselves and their said Children, and the said *William Stainforth*, 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, as follows; *videlicet*,

I. That all and singular the Hereditaments and Premises mentioned and described in the Schedule to this Act annexed, and all other, if any, the Manors, Messuages, Lands, Tenements, and Hereditaments, and Parts and Shares of Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, situate or arising in that Part of the United Kingdom called *England*, which are comprised in, or which are by any Means, at Law or in Equity, subject to the Uses, Trusts, Limitations, or Dispositions of the said herein-before recited Indenture of Settlement dated the Nineteenth Day of *April* One thousand seven hundred and ninety-four, and Appointments, by virtue or in pursuance thereof, and the said Will of the said *Richard Terrick Stainforth*, or any of them respectively, shall henceforth be and become and are hereby vested in and to the Use and Behoof of the said *Robert Hartley Bower*, *Alfred Walker Simpson* of the *Inner Temple*, Esquire, Barrister-at-Law, and *Charles Edward Stainforth* of the *Mount*, near the City of *York*, Esquire, their Heirs and Assigns, as Trustees for the Purposes of this Act, (subject nevertheless and without Prejudice to the said herein-before recited Mortgage for securing the said Sum of Four thousand seven hundred Pounds and Interest, and the said Charge of the said Sum of Five hundred Pounds on the said settled Estates to the said *George Stainforth*, under the said General Deed of Appointment,) nevertheless upon and for the Trusts and Purposes herein-after declared concerning the same, (that is to say,) upon trust that they the said Trustees herein-before named, or the Survivors or Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of this Act, do and shall, as soon as conveniently may be, in the Discretion of the said Trustees or Trustee for the Time being, (with such Consent as herein-after in that Behalf made requisite,) make sale and dispose of, by way of Sale, or Exchange for or in lieu of other Messuages, Lands, or Hereditaments, to be situated in *England*, all and singular the said Hereditaments hereby vested as aforesaid, with the Appurtenances,

Power to Trustees to sell and exchange Lands, &c. comprised in Schedule to this Act.

[*Private.*]

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and



*Stainforth's Estate Act, 1854.*

and the Inheritance in Fee Simple thereof, to any Person or Persons whomsoever, either together or in Lots or Parcels, and either by Public Auction or Private Contract, or partly by both, for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments, to be situate as last aforesaid, and subject to such Stipulations or Conditions, as to the Trustees or Trustee for the Time being of this Act shall seem reasonable, and with Liberty for them or him to make reserved Biddings, and to buy in at Auctions, and to vary and rescind, gratuitously or on Terms, any Contracts for Sale and Exchange, and again to dispose of by way of Sale or Exchange, in manner and with like Powers aforesaid, the Hereditaments bought in or comprised in the rescinded Contracts; and in making such Sales or Exchanges as aforesaid the Trustees for the Time being of this Act are hereby authorized, but without any Responsibility for any Omission thereof, to have regard to, and, if found convenient, to sell or exchange the said Estates, in such Portions or Lots as shall coincide with the Portions thereof which are subject to such different Limitations, Estates, Interests, or Charges, as herein appears; and for the Purposes aforesaid it shall and may be lawful to and for the said Trustees or Trustee for the Time being, with such Consent as aforesaid, by any Deed or Deeds, Writing or Writings, to convey and assure the Hereditaments so to be sold or exchanged to such Uses and in such Manner as shall be required or shall be thought necessary or expedient, in order to effect any such Sale or Sales, Exchange or Exchanges, and all which Conveyances and Assurances shall be valid and effectual to pass and convey such Hereditaments, and the Fee Simple and Inheritance thereof, and thereupon all and every the Hereditaments so sold or exchanged shall be freed and discharged from all and every the Uses, Trusts, and Limitations of the hereinbefore recited Will, Settlements, and Assurances affecting the same, subject nevertheless and without Prejudice to such Mortgage and Charge as aforesaid; and it shall and may be lawful for the said Trustees or Trustee for the Time being, upon any such Exchange, to contract or agree for the Payment by any other Party or Parties to any such Exchange of any Sum or Sums of Money by way of Equality of Exchange; and such Monies shall be paid into the Bank of *England*, and be applied in the Manner herein-after directed.

Money arising from Sales and Exchanges to be paid into the Bank.

II. That the Monies to arise by such Sale or Sales, or to be paid for Equality of Exchange, in pursuance of this Act, shall respectively be paid by the Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of *Stainforth's Estates*," pursuant to the Method prescribed by the Statutes in that Behalf, and the General Orders of such Court.

III. That



*Stainforth's Estate Act, 1854.*

III. 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 for the same of One of the Cashiers of the Bank, to be thereunto annexed and therewith filed in such Court, shall from Time to Time be good and effectual Discharges to all Persons so paying the same, according to this Act, for the Monies to be so paid, which in such Certificates and Receipts respectively shall be expressed to be so paid; and the Purchasers, Exchangees, and other Persons so paying such Monies, and taking such Certificates and Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same; and such Monies shall be invested and applied by and under the Direction of the said Court in the Manner herein-after in that Behalf directed.

Certificate and Receipt to be good Discharges for Money paid.

IV. That on any Sale or Sales or Exchange of the said Hereditaments to be made by virtue of this Act such Hereditaments or any Part thereof may be so sold or exchanged either subject to or discharged from the said Charges of Four thousand seven hundred Pounds Mortgage Debt, and appointed Sum of Five hundred Pounds, respectively herein-before mentioned, or either of such Charges, and if sold discharged therefrom, then any of the Monies to be received on any such Sale or Sales, or for Equality of Exchange, as aforesaid, shall and may be applied, under the Direction of the said Court, in Payment off and Discharge of the said Charges or either of them accordingly.

Lands may be sold either subject to or discharged from the Charges of certain Sums herein named.

V. That it shall and may be lawful for the Trustees and Trustee for the Time being of this Act, with the like Consent as hereby required for any such Sale or Exchange as aforesaid, and during any of the Trusts of this Act, to demise or lease all or any Part or Parts of the said Hereditaments hereby authorized to be sold or exchanged, with the Appurtenances, to any Person or Persons, for any Term or Number of Years absolute, not exceeding Twenty-one Years, in possession, or in reversion or by way of future Interest not exceeding Three Years from the Date of any such Lease; and so that there be reserved on every such Lease during the Continuance in possession of the Term thereby granted the best and most improved yearly Rent or Rents, payable quarterly or half-yearly, that may be reasonably had or gotten for the same, and every such Lease as aforesaid to be granted subject to such Terms and Conditions, as to Cultivation, Repairs, Insurance, or otherwise, including Provision for Roads, or other Matters of Utility or Ornament, as the Trustees or Trustee for the Time being may think proper; and all such Leases aforesaid to be so granted without taking Fines or Premiums for the making thereof; and so as in every such Lease granted under this Act there

Power to Trustees to graht Leases, and enter into Contracts for Leases, and cancel them.

be



*Stainforth's Estate Act, 1854.*

be contained a Covenant for Payment of the Rent thereby reserved, and also a Condition of Re-entry on Nonpayment of the Rent or Rents thereby, respectively reserved by the Space of Twenty-one Days after the same shall become due, or Breach of Covenant, absolute or qualified, in such Manner as the Parties granting any such Lease shall think proper; and so that the respective Lessees to whom such Leases shall be made do seal and execute a Counterpart of their respective Leases; and so as that none of the Lessees to whom any such Lease or Leases shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, other than pulling down Buildings for the Purpose of erecting new Buildings; and with Power, if so agreed between the Parties thereto, in any such Lease, to take and use or sell or dispose of Materials, as may be agreed upon; and with Power also to the said Trustees or Trustee to accept any Surrender of any subsisting Leases for the Purpose of granting any new Leases hereunder, and to enter into any Contracts for any Leases hereby authorized to be granted, and accept the Surrender of or rescind any such Contracts, and to enter into new Contracts or Leases, upon the like Terms as any surrendered or rescinded Contract may have been granted to any original Contractor, his Representatives or Assigns, or upon such other Terms as the said Trustees or Trustee may deem expedient; and the Acknowledgment in Writing of the Trustees or Trustee for the Time being granting any such Lease of the Execution and Delivery of any such Counterpart as aforesaid shall be sufficient Evidence thereof, in favour of all Lessees and those claiming under them.

Sales, Exchanges, and Leases to be made with Consent of the Parties beneficially interested.

VI. That all Sales, Exchanges, and Leases hereby authorized shall be so made and granted with the Consent in Writing of the Persons for the Time being beneficially interested in possession under this Act in the Income of the Estate or Hereditaments to be so sold, exchanged, or leased, or the Authority of the said Court of Chancery, to be given in manner herein-after authorized.

Application of Profits until Sale.

VII. That in the meantime, until the said Hereditaments hereby vested in trust as aforesaid shall be sold and disposed of, pursuant to this Act, the Rents, Issues, and annual Profits thereof to accrue and grow due until such Sale and Disposal shall be held, applied, and disposed of by the Trustees and Trustee for the Time being of this Act to and for the Benefit of the same Person or Persons and in the same Manner as such Rents and Profits would have been applicable and would have belonged in case this Act had not been made.

Monies to be applied under the

VIII. That in order and to the Intent that the Monies to be paid into the Bank in manner hereby directed may be applied, under



*Stainforth's Estate Act, 1854.*

under the Authority of the said Court of Chancery, in such Manner as shall correspond with the beneficial equitable Interests of the several Parties in the said Estates hereby authorized to be sold and exchanged, all and every the Monies so to be paid into the Bank in manner aforesaid shall be paid, applied, and disposed of, by and under the Direction of such Court, by Order to be made in manner herein-after in that Behalf directed, to or for the Benefit of such Person or Persons and in such Manner as the said Court shall for that Purpose direct, and in the meantime the same shall and may, by and under the like Direction, be laid out and invested in or upon any of the Public Stocks or Funds or Government or Real Securities, subject to the Order of the said Court, and the Interest, Dividends, and annual Proceeds of such Stocks, Funds, or Securities, until disposed of, by or under the like Direction, shall, by the like Direction, be paid and payable to such Person or Persons and in such Manner as the said Court shall consider proper, and such Stocks, Funds, or Securities shall from Time to Time be applied and disposed of or varied as the said Court shall think proper, having regard to the Interests of the Parties aforesaid; and all or any Share or Shares of the said Monies or other Funds under the Control of the said Court may, in the Discretion of the said Court, be laid out and invested, by and under the Direction of such Court, in the Purchase of any Messuages, Lands, Tenements, or Hereditaments in *England*, to be vested in the Trustees or Trustee for the Time being of this Act, and to be held upon trust for and for the Benefit of the Person or Persons interested in or entitled to the Monies or Funds to be so invested in such Purchase or Purchases, in such Manner as the said Court shall direct; and the said Court may direct the Resale or Exchange, at any Time or Times, of any Hereditaments, if so purchased, when and as the said Court shall think proper, and may in the meantime direct and authorize the same Hereditaments to be leased or let in such Manner as the said Court shall think fit; and the Rents, Issues, and annual Profits of any Hereditaments to be so purchased shall by the like Direction be paid and payable to the Person or Persons who for the Time being would have been entitled to the Income of the Fund to be applied to any such Purchase as aforesaid, in case such Purchase had not been made; and the said Court is hereby also authorized to order that any such Purchase is to go and be applied as or for or in lieu or satisfaction of any particular Share or Shares of the Monies or Funds aforesaid, and generally to give all such Directions in the Premises as the said Court shall consider proper.

Direction of  
the Court of  
Chancery.

IX. That all Orders to be made by the said Court of Chancery, under the Authority or for the Purposes of this Act, shall and may be so made upon Motion or Petition in a summary Way, with such Con-

[*Private.*]

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Orders of  
the Court of  
Chancery to  
be made on  
Motion or  
Petition.



*Stainforth's Estate Act, 1854.*

sent of or Notice to such Person or Persons as the said Court in its Discretion shall consider sufficient.

Trustees  
Receipts to  
be good  
Discharges.

X. That the Receipt and Receipts of the Trustees and Trustee for the Time being of this Act shall be good and sufficient Discharges for all Monies and Funds whatsoever which shall be paid or transferred to them by virtue or for any of the Purposes of this Act, and shall acquit and discharge all Persons paying or transferring the same therefrom, and from all Liability to see to the Application thereof, and from all Consequences of Loss, Misapplication, or Nonapplication of the same.

Appoint-  
ment of new  
Trustees.

XI. That if the said *Robert Hartley Bower, Alfred Walker Simpson, and Charles Edward Stainforth*, or any or either of them, or any future Trustees or Trustee of this Act, shall die, or shall reside out of the United Kingdom of *Great Britain*, or shall be desirous of being discharged or to retire from or shall refuse or decline or become incapable to act in the Execution of the Office of Trustee of this Act, before the Purposes thereof shall be fully executed and performed, then and so often as any such Case shall happen it shall be lawful to and for the said Court of Chancery, upon such Motion or Petition as aforesaid, to appoint any other Person or Persons to be a Trustee or Trustees of and for the Purposes of this Act, in the Place of all or any of the Trustee or Trustees so dying, residing, or desiring to be discharged or to retire, or refusing, declining, or becoming incapable to act as aforesaid, and in any such Case to appoint either One or more than One instead of any One former Trustee, or the same or more than the Number of the former Trustees instead of any former Trustees, and that upon every such Appointment the Trust Estate, Funds, and Premises vested in any such Trustees as aforesaid for the Time being shall by force of this Act become and be vested in Fee Simple or otherwise absolutely in such new Trustee or Trustees, jointly with the surviving or continuing Trustee or Trustees thereof, or solely, as the Case may require, upon and for the Trusts and Purposes of this Act; and every new Trustee so appointed shall and may act in the Execution of the Powers of this Act, and shall have and be invested with all the same Powers and Authorities, and as fully and effectually, as if he had been originally named a Trustee in and by this Act.

Indemnity  
and Reim-  
bursement of  
Trustees.

XII. That all and every the Trustees and Trustee for the Time being of this Act shall and may, with and out of the Monies or Funds which shall come to their Hands by virtue or for the Purposes of this Act, deduct and retain, and pay and allow to their Co-Trustees, all Costs, Charges, and Expenses which they respectively shall



*Stainforth's Estate Act, 1854.*

shall or may incur, sustain, or be put unto in the Execution of the Powers or Purposes of this Act, or in anywise relative thereto, and that they or any of them shall not be answerable One for the others or other of them, nor for the Acts, Receipts, Neglects, or Defaults of the others or other of them, nor for any Person with whom or in whose Hands any Part of the Monies shall or may be deposited or lodged for safe Custody or otherwise, in the Execution of the Purposes of this Act, nor for any other Loss or Misfortune whatsoever which may happen of or to any of the Trust Estate or Property, without their Neglect or wilful Default respectively.

XIII. That the Costs and Expenses of and incident to the obtaining and passing of this Act, and carrying the same into execution, and of and incident to the preparing and Execution of all such Deeds as herein-before in that Behalf mentioned, for the Purposes of or with the view to this Act, shall and may be deducted and defrayed out of any Monies or Funds (being Capital, and not Life Income merely,) for the Time being subject or applicable to or for the Purposes of this Act, and any such Costs and Expenses may, upon Application of any Person interested, by Motion or Petition to the said Court of Chancery, in such Way and upon any such Notice as herein-before provided as to other Applications to the said Court under this Act, be from Time to Time taxed by One of the Taxing Masters of the said Court; and every such Taxation shall be final and conclusive, subject nevertheless to the like Appeal to the Court, and otherwise, as in Cases of Taxation of Costs under the Statute, entitled *An Act for consolidating and amending several of the Laws relating to Attornies and Solicitors practising in England and Wales.*

Expenses of  
Act and  
Deeds.

XIV. Saving always to the Queen's most Excellent Majesty, and to Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *William Watson Bolton* and *Augusta* his Wife, the said *Charles Hall* and *Mary* his Wife, the said *Richard John Stainforth*, the said *William Amon Gee Pritchard* and *Frances* his Wife, and the said *William Stainforth*, and other than and except the aid present and all future Children of the said *Charles Hall* and *Mary* his Wife, and *William Amon Gee Pritchard* and *Frances* his Wife, respectively, and other than and except all Trustees for all the said excepted Persons respectively, and other than and except the Heirs, Executors, and Administrators of all the said excepted Persons, including such Trustees respectively,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever as they or any of them had before the passing of

General  
Saving.



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*Stainforth's Estate Act, 1854.*

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of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

Short Title. XV. That this Act may be cited and referred to as and by the Short Title of "*Stainforth's Estate Act, 1854.*"

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

XVI. That this Act shall not be a Public Act, but 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.



*Stainforth's Estate Act, 1854.*

The SCHEDULE to which the foregoing Act refers ;

## CONTAINING

A short DESCRIPTION of the several ESTATES in the above Act mentioned as those to be vested in the Trustees of the above Act, and which are all situate at Huttons Ambo in the County of York.

The said Estates comprise Two Third Parts or Shares of the Manor of Huttons Ambo, and the Entirety of the Messuage or Mansion House called Hutton Lodge, and the several Farms, Cottages, and Arable, Meadow, Pasture, and Wood Lands containing the several Quantities and held by the several Tenants at the yearly Rents following; namely,

Quantities.			Names of Tenants.	Rentals.		
A.	R.	P.		£	s.	d.
111	3	0	Joseph Botterill	115	0	0
209	2	19	Thomas Stilborn	400	0	0
63	3	13	Robert Shepherdson	143	15	0
72	2	34	Henry Soulby	160	0	0
295	0	27	Robert Watson	250	0	0
14	1	20	George Shaw	33	1	0
3	1	11	George Hickes	17	0	0
3	0	38	Thomas Rennison	10	6	0
2	0	0	Isaac Sollitt	11	4	0
2	0	0	Jonathan Wood	12	0	0
1	2	5	George Miller	8	6	0
0	2	15	Ditto, late William Barker	2	5	0
1	1	10	George Smith	9	0	0
0	2	15	Thomas Marshall	5	0	0
0	0	0	Matthew Maxon	0	7	0
0	1	10	{ William Clifford	3	17	0
			{ John Ellerton	2	12	0
0	0	18	William Coulson	4	10	0
0	1	17	Thomas Bolland, Esq., late Robert Foster	5	0	0
0	1	1	Thomas Wray	2	0	0
0	0	10	John Clement, late Richard Hall	3	0	0
0	0	5	John Thompson	3	0	0
19	0	16	Thomas Bolland, Esq.	100	0	0
0	0	0	John Hall, late Robert Foster	0	8	0
59	3	17	In hand	0	0	0
0	0	0	Fee Rents, &c.	0	10	0
Total Quantity 862 0 21			Total Rent	1,302	1	0

Likewise the following, which comprise the Lands given up in Exchange, as mentioned in the above Act; namely,

	Quantity.		
	A.	R.	P.
Land in the Occupation of Jonathan Wood	1	0	33
Land in the Occupation of George Bilton	10	3	8

NOTE.—The above are the settled, purchased, and devised Estates, including the Land received and given in Exchange, the Subject of the above Act.

[Private.]



*Stainforth's Estate Act, 1854.*

The Property comprised in the Appointment in favour of Mrs. Hall consists of the following Portions of the above; namely,

	Quantity.		
	A.	R.	P.
Part of the Land held by the said Thomas Stilborn, and in hand	97	1	0
Part of the Land held by the said Joseph Botterill - - -	21	0	0
Part of the Land held by the said Robert Watson - - -	9	0	10
Part of the Land held by the said George Hickee - - -	1	2	3
Part of the Land held by the said Robert Shepherdson - -	12	1	10

The Land received in Exchange, as mentioned in the above Act, consists of the following Portions of the above; namely,

	Quantity.		
	A.	R.	P.
Part of the Land held by the said Thomas Stilborn - - -	6	0	14
Part of the Land held by the said Robert Shepherdson - -	1	0	10
Part of the Land held by the said Thomas Bolland - - -	2	0	20
Part of the Land held by the said Thomas Bolland, and late by Richard Foster -	0	0	27

The Fee Simple or devised Estates of the Testator, Richard Terrick Stainforth, consist of the following Portions of the above; namely,

	Quantity.		
	A.	R.	P.
Part of the Land held by the said Thomas Bolland (including and as occupied therewith the Messuage or Mansion House called "Hutton Lodge," with its Appendages) - - -	12	1	21
Part of the Land held by the said Robert Shepherdson - - -	0	3	32
Part of the Land in hand - - - - - - - - - - - - - - - - -	1	0	16

*Jno C. Wise.*

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