



ANNO SECUNDO

VICTORIÆ REGINÆ.

Cap. 18.

An Act for vesting certain Hereditaments situate in the Parish of *Drypool* within the Borough of *Kingston-upon-Hull* and in the Parish of *Sutton* in the East Riding of the County of *York* respectively, late the Property of *Robert Raikes* Esquire, deceased, in Trustees, upon Trust to be sold, and for laying out the Money arising therefrom in the Purchase of other Estates, to be settled to the same Uses. [14th *June* 1839.]

WHEREAS by Indentures of Lease and Release and Settlement, bearing Date respectively the Ninth and Tenth Days of *September* One thousand eight hundred and twenty-three, the Release and Settlement made between *Robert Raikes* of *Welton House* in the Parish of *Welton* in the East Riding of the County of *York*, Esquire, since deceased, and *Anne Raikes*, then his Wife, *Ann Wilson*, Widow and Relict of *John Wilson*, then late of the Town and County of *Kingston-upon-Hull*, Merchant, deceased, and *Anthony Wilkinson* of the same Place, Esquire, and *Mary* his Wife, of the First Part; *Charles Whitaker* of the Parish of *Sculcoate* in the said County of *York*, Esquire, of the Second Part; *John Horsley* of *Kingston-upon-Hull* aforesaid, Merchant, of the Third

Conveyance to a Trustee of certain Lands in the Parish of *Drypool*, to Uses in favour of *Mrs. Anne Raikes*, 9th and 10th *Sept.* 1823.

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Part;

Part; and the said *Robert Raikes* and *Anne* his Wife of the Fourth Part; for the Consideration therein mentioned, all that Close, Piece, or Parcel of Meadow or Pasture Land, containing by Admeasurement Eleven Acres Three Roods and Thirty-four Perches (were the same more or less), adjoining on Land then or then late of *Thomas Wilkinson* Esquire towards the East, on the Turnpike Road leading from *Hull* into *Holderness* on or towards the South, on Lands then or then late of the Reverend *Miles Popple* on or towards the West, and on Lands then or then late of *George Liddell* on or towards the North; (which said Close was subject to a Composition Rent of One Shilling and Sixpence *per Acre* in lieu of Tithes,) and was situate, lying, and being within a certain Place then or theretofore called *Summergangs*, in the Parish of *Drypool* in *Holderness* in the said County of *York*, and then or then late in the Occupation of *John Witherwick*, as Tenant from Year to Year thereof, at the annual Rent of Forty Pounds; and also all that Close, Piece, or Parcel of Meadow or Pasture Land (formerly divided into Two Closes) containing respectively Four Acres and Fourteen Perches and Five Acres Three Roods and Thirty-seven Perches,) containing by Admeasurement Ten Acres and Eleven Perches, were the same more or less, adjoining on Lands of the Corporation of Mayor and Burgesses of the Town of *Kingston-upon-Hull* on or towards the East and North, on the River *Humber* on or towards the South, and on Lands then or late of *Mr. Bean* on or towards the West, (which last-described Close was situate, lying, and being within the Township of *Sudcoates* in the Parish of *Drypool* aforesaid, and was then or then late in the Occupation of *Robert Chaffer*, as Tenant from Year to Year thereof, at the annual Rent of Thirty Pounds, and which Two last-described Closes or Pieces or Parcels of Land were allotted to *William Williamson* on a Partition made between him and *Thomas Williamson* Esquire of the several Closes situate in *Summergangs* and *Sudcoates* aforesaid held by them as Tenants in Common,) with their Appurtenances, were duly granted, released, and confirmed unto the said *John Horsley* and his Heirs, to the Uses, upon the Trusts, and for the Ends, Intents, and Purposes therein-after declared concerning the same; (that is to say,) to the Use of such Person or Persons, for such Estate or Estates, and for such Interest or Interests, either by way of Annuity, Rent-charge, or otherwise, and in such Parts, Shares, and Proportions, and upon such Trusts, and for such Ends, Intents, and Purposes, and charged and chargeable in such Manner, and either absolutely or conditionally, and subject to such Powers of Revocation and of new Appointment, and other Powers, Provisoos, Conditions, Restrictions, Limitations, Declarations, and Agreements as the said *Anne Raikes*, at any Time or Times and from Time to Time, as well when covert as sole, and notwithstanding her Coverture by her then present or any future Husband, by any Deed or Deeds, to be sealed and delivered by her in the Presence of and to be attested by One or more credible Witness or Witnesses, or by her last Will and Testament in Writing; or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be respectively signed, published, and declared in the Presence of and to be attested in her Presence by Three credible Witnesses, should direct,

limit,

limit, or appoint; and in default of such Direction, Limitation, or Appointment, and in the meantime and from Time to Time until the same should take effect, and from Time to Time subject to such Uses, Estates, Trusts, Charges, and Interests as should have been directed, limited, or appointed by the said *Anne Raikes*, to the Use of the said *Anne Raikes*, her Heirs and Assigns for ever; and in the said Indenture now in recital was and is contained a Covenant by the said *Robert Raikes* and *Anthony Wilkinson*, for themselves severally and for their respective Wives, with the said *John Horsley*, his Heirs and Assigns, that they the said *Robert Raikes* and *Anthony Wilkinson*, and their respective Wives, would levy a Fine *Sur conuzance de droit come ceo, &c.*, with Proclamations to the said *John Horsley* and his Heirs, of Two undivided Third Parts or Shares of the said Lands and Hereditaments thereby released, which it was thereby declared should enure as to the said Lands and Hereditaments thereby released to the Uses therein-before limited concerning the same: And whereas, in pursuance of the said last-recited Covenant, a Fine *Sur conuzance de droit come ceo, &c.*, was levied of the aforesaid Hereditaments in the Court of Common Pleas at *Westminster* in or as of *Trinity* Term in the Fifth Year of the Reign of King *George* the Fourth, wherein the said *John Horsley* was Plaintiff; and the said *Robert Raikes* and *Anne* his Wife, and *Anthony Wilkinson* and *Mary* his Wife, were Deforcendants: And whereas the said Closes or Parcels of Meadow or Pasture Land described in the said last-recited Indentures of Lease and Release and Settlement, as herein-before recited, are Lands which in the Schedule to this Act are described as being in the Occupation of *Robert Chaffer*, but by recent Admeasurement the same have been found to contain together the Quantity mentioned in the said Schedule: And whereas the said *Robert Raikes* deceased, by his last Will and Testament in Writing, bearing Date on or about the Seventh Day of *June* One thousand eight hundred and thirty-seven, and duly executed and attested as was by Law required for passing Real Estates (amongst other Things), devised in the Words following; (that is to say,) "I give to my Son *Robert* for his Life all my Estate at *Drypool, Sutton, Summergangs, and Sudcoates*, (save and except the *Garrison Ground*,) and after his Decease to his Sons *Arthur* and *Henry* as Tenants in Common, all these after the Decease of my Wife *Anne Raikes*"; the said Testator thereby also gave to his Sons *Thomas* and the said *Robert Raikes* and the Reverend *Charles Henry Lutwidge*, in Trust for his (said Testator's) Daughter *Anne Louisa Lutwidge*, certain Real Estates therein described, to be held for her Use and that of her Children in manner therein mentioned; he also gave to his said Sons and the said *Charles Henry Lutwidge* Twenty thousand Pounds, for the Benefit of his said Daughter *Anne Louisa Lutwidge*, and in case of her Death and Failure of Issue to revert to his Heirs, allowing her Husband a Life Interest in Ten thousand Pounds; and the Residue and Remainder of his Property the said Testator gave to his Son *Thomas Raikes*, and the said Testator appointed him residuary Legatee after the Decease of his the said Testator's Wife the said *Anne Raikes*; and the said Testator appointed his said Wife, by the Description of *Mrs. Raikes*. sole Executrix of his said Will; and the said Testator did, amongst other Things, further declare, that the several Devises, Gifts, and Bequests thereby made, or in Trust to his said

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Term, 5th
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Will of *Robert Raikes*,
Esq. 7th Aug.
1837.

said Children respectively, and their respective Heirs, Executors, Administrators, and Assigns, were so made in lieu and satisfaction of and as a Recompence to each and every of them for each of their Shares, Rights, and Interests in and to certain Sums of Ten thousand Pounds, Five thousand Pounds, and Thirty-four thousand and ninety-nine Pounds Sixteen Shillings and One Penny Halfpenny, or any of them, or any Part or Parts thereof; and for the better effectuating his Intention the said Testator did thereby order and direct, that as soon as convenient after his Decease his said Children should respectively execute and deliver to each other, as Devisees in his said Will, their and her Executors, Administrators, and Assigns, and unto his said Executrix therein named, her Executors and Administrators, a good and sufficient Release of all their or her Part, Share, and Interest, Claims and Demands, upon the others or other of them, or upon the said Executrix, her Executors and Administrators, for or in respect of or on account of the said several Sums of Ten thousand Pounds, Five thousand Pounds, and Thirty-four thousand and ninety-nine Pounds Sixteen Shillings and One Penny Halfpenny, or any of them, or any Part thereof, and of the Messuages, Lands, Tenements, and Hereditaments respectively charged or chargeable therewith, or with any Part thereof, and thereby or intended to be thereby by him devised, as therein-before mentioned; and in case any of his said Children should neglect or refuse to execute or deliver up such Release as aforesaid, then it was his the said Testator's Will, and he did thereby expressly declare, that the said several Devises, Gifts, and Bequests before made in his said Will to such of them as should so refuse should be null and void to all Intents and Purposes and that such Devises, Gifts, and Bequests should thereupon go and be divided between the others of his said Children, any thing therein-before contained to the contrary thereof in anywise notwithstanding:

Codicil to
the Will of
said Robert
Raikes, 24th
July 1837.

Death of
the Testator,
20th Aug.
1837.

Release for
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And whereas the said Testator duly made and published a Codicil to his said Will, bearing Date on or about the Twenty-fourth Day of *July* One thousand eight hundred and thirty-seven, but the same did not affect the Devise contained in his said Will of the said Estates at *Drypool, Sutton, Summergangs, and Sudcoates* aforesaid: And whereas the said Testator departed this Life on or about the Twentieth Day of *August* One thousand eight hundred and thirty-seven, without having revoked or altered his said Will and Codicil, leaving the said *Anne Raikes* his Widow, the said *Thomas Raikes* his eldest Son and Heir at Law, the said *Robert Raikes* his only younger Son, and One Daughter named *Anne Louisa* (who was then and is now the Wife of the Reverend *Charles Henry Lutwidge* Clerk), and also leaving the said *Arthur Raikes* and *Henry Puget Raikes* (in the said Will called *Henry Raikes*), the Two Sons of the said *Robert Raikes*, (who were and still are Infants under the Age of Twenty-one Years,) him surviving; and the said Testators said Will and Codicil were, in or about the Month of *February* One thousand eight hundred and thirty-eight, duly proved by the said *Anne Raikes* in the Prerogative Courts of the Archbishop of *Canterbury* and the Archbishop of *York* respectively: And whereas by Indenture bearing Date the Twenty-fourth Day of *April* One thousand eight hundred and thirty-eight, and made between the said *Thomas Raikes*, the said *Robert Raikes* the Son, and the said
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Charles Henry Lutwidge and *Anne Louisa* his Wife, of the First Part, the said *Anne Raikes* of the Second Part, and the said *Anthony Wilkinson* and *Charles Whitaker* Esquire of the Third Part, after reciting, that by Indenture of Settlement, bearing Date the Thirtieth Day of *October* One thousand seven hundred and eighty-nine, made between the said *Robert Raikes* the Father of the First Part, *Thomas Williamson*, therein described, of the Second Part, the said *Anne Raikes*, by her then Name and Addition of *Anne Williamson* Spinster, Daughter of the said *Thomas Williamson*, of the Third Part, and *William Raikes*, *Job Matthews*, *Robert Carlile Broadley*, and *William Williamson*, all therein described, of the Fourth Part, being the Settlement made in consideration of the Marriage of the said *Robert Raikes* with the said *Anne Williamson*, the said *Robert Raikes* covenanted and agreed with the said *William Raikes*, *Job Matthews*, *Robert Carlile Broadley*, and *William Williamson*, that the Heirs, Executors, or Administrators of him the said *Robert Raikes* should within Six Calendar Months next after his Decease pay to the said *William Raikes*, *Job Matthews*, *Robert Carlile Broadley*, and *William Williamson*, or the Survivor of them, his Executors or Administrators, Ten thousand Pounds, for the Purpose of raising an Annuity of Five hundred Pounds for the said *Anne* his then intended Wife, during her Life, and after her Decease in Trust for such of the Children of the said then intended Marriage as they the said *Robert Raikes* and the said *Anne* should during their joint Lives appoint, and in default of such Appointment as the Survivor of them should by Deed or Will appoint, and in default of such Appointment in Trust for the Children of the said then intended Marriage equally, to be payable as therein mentioned; and by the said Settlement the said *Thomas Williamson*, the Father of the said *Anne Williamson*, also covenanted with the same Trustees that his Heirs, Executors, or Administrators should, within Six Calendar Months next after his Decease, pay to the said *William Raikes*, *Job Matthews*, *Robert Carlile Broadley*, and *William Williamson*, Five thousand Pounds, upon Trust, after the Decease of the said *Robert Raikes*, to pay the same to such of the Children of the said *Robert Raikes* and *Anne* his then intended Wife as they should jointly appoint, and in default of such Appointment as the Survivor should by Deed or Will appoint, and in default of such Appointment in Trust for all the said Children equally, and to become payable as therein mentioned; and for better securing the raising of the said Sum of Five thousand Pounds the said *Thomas Williamson* thereby limited all his Real Estates at *Drypool*, *Summergangs*, *Sudcoates*, and *Sutton* in *Holderness*, in the County of *York*, with their Appurtenances, to the said *William Raikes*, *Job Matthews*, *Robert Carlile Broadley*, and *William Williamson*, for a Term of Five hundred Years, upon Trust by Sale or Mortgage to raise the said Sum of Five thousand Pounds for the Purposes aforesaid; and also reciting that the said Marriage between the said *Robert Raikes* and *Anne Williamson* was duly had and solemnized; and also reciting that the said *Thomas Williamson* by his Will, duly executed and attested, bearing Date the Twenty-seventh of *August* One thousand eight hundred and five, (amongst other Things) directed that all his just Debts and Funeral Expences, and the Legacies given by his said Will, or by any Codicil thereto, should be paid by his Brother the said *William Williamson*

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10d., 3 per
Cent. Re-
duced Bank
Annuities,
24th April
1838.

and the said *Robert Raikes*, whom he appointed his Executors, out of his Personal Estate, and in aid thereof; by the said *William Williamson* and *Robert Raikes*, his Trustees therein-after named, or the Survivor of them, his Heirs and Assigns, out of the Money to arise from the Sale, and from the Rents, Issues, and Profits of his Estates therein-after devised to them for that Purpose; and after giving certain pecuniary Legacies the said Testator gave and bequeathed all the Residue and Remainder of his Monies, Securities for Money, either in the Public Funds or upon any other Security whatsoever, Goods, Chattels, Personal Estate and Effects whatsoever and where-soever, (except the Household Furniture and Effects, which were thereby specifically bequeathed by him,) and of all Monies arising by, from, and out of the Estates therein-after devised and bequeathed to be sold as therein-after mentioned, or by or from the Rents, Issues, and Profits thereof undisposed of after full and due Payment of all his just Debts, Legacies, and Funeral Expences, unto the said *Anthony Wilkinson* and *Robert Carlile Broadley*, their Executors, Administrators, and Assigns; and the said Testator declared and directed that the said *Anthony Wilkinson* and *Robert Carlile Broadley*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of the Monies to arise from his said Personal Estate, and from the Sale of his said Real Estate devised to be sold as therein-after mentioned, after Payment of all his said Debts, Legacies, and Funeral Expences, in Trust from Time to Time, with the Consent and Approbation in Writing of the said *Robert Raikes* and *Anne* his Wife during their joint Lives, and of the Survivor of them during his or her Life, and after the Decease of the Survivor of them of the proper Authority of the said *Anthony Wilkinson* and *Robert Carlile Broadley*, to place out or invest the Residue or Remainder of the Monies to arise by the Means aforesaid in or upon Government or Real Securities at Interest until the same should become payable by virtue of the Trusts and Directions of that his Will, and in Trust to pay to, or authorize, permit, and suffer the said *Robert Raikes* and *Anne* his Wife during their joint Lives, and the Survivor of them during his or her Life, to receive the Interest, Dividends, and yearly Proceeds arising from the same, and from and after the Decease of the Survivor of them the said *Robert Raikes* and *Anne* his Wife, upon such Trusts in favour or for the Benefit of all or such One or more of the Children of the said *Anne* by her present or any after-taken Husband, then living or thereafter to be born, as the said *Anne Raikes*, notwithstanding her Coverture, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, or by her last Will and Testament in Writing, or by any Writing purporting to be or in the Nature of her last Will, to be by her duly executed in the Presence of and attested by Two or more credible Witnesses, should appoint, and for Want of or subject to such Appointment then as the said *Robert Raikes*, if he should survive her, should appoint, and in default of or subject to such Appointment in Trust for all such Children in equal Shares and Proportions; and the said Testator by his said Will gave and devised divers Freehold and Leasehold Estates therein particularly mentioned, comprising, amongst others, the said Lands and Hereditaments at *Drypool*,
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Summergangs, Sudcotes, and Sutton aforesaid, unto the said *William Williamson* and *Robert Raikes*, their Heirs and Assigns, in Trust to sell the same, unless the said *Robert Raikes* should, within Three Calendar Months next after the said Testator's Decease, signify to the said *William Williamson* his Desire in Writing to become a Purchaser of all the said Estates therein-before devised to be sold, in which Case the said Testator willed and ordered the same to be conveyed, released, and surrendered to him, his Heirs and Assigns, or as he or they should direct, at such Sum of Money as the same might appear to be valued at in the Testator's Books on the Fourth *May* One thousand eight hundred and four; and the said Testator directed the Purchase Money to be paid to the said *William Williamson* within Twelve Calendar Months next after the Time when the said *Robert Raikes* should have signified his Desire to become the Purchaser; and the said Testator also directed that the Monies to arise from the Sale of all his said Estates devised to be sold, or from the Rents and Profits thereof until such Sale, should be deemed Part of his Personal Estate, and be applied by the said *William Williamson* and *Robert Raikes* in the Payment of his Debts and Funeral Expences and Legacies, as therein mentioned, and that the Residue of the said Monies should be paid by the said *William Williamson* and *Robert Raikes*, or the Survivor of them, unto the said *Anthony Wilkinson* and *Robert Carlile Broadley*, their Executors or Administrators, to be by them placed out or invested in or upon Government or Real Securities at Interest, upon the Trusts therein-before declared concerning the same; and in the said Will was contained a Power for the said *Robert Raikes* and *Anne* his Wife to appoint new Trustees in the Place of the said *Anthony Wilkinson* and *Robert Carlile Broadley*, or of any other Trustees who should die, or decline to act; and also reciting that the said Testator *Thomas Williamson* died without altering or revoking his said Will, which was afterwards duly proved in the Prerogative Court of the Archbishop of *Canterbury* on the Day of ; and also reciting that the said *Robert Raikes* duly signified in Writing to the said *William Williamson* his Intention to become the Purchaser of all the said Hereditaments devised in Trust to be sold as aforesaid, at the Price of Eighty-one thousand eight hundred and forty-four Pounds Seventeen Shillings and Nine-pence (being the Amount of the Valuation in the Books of the said Testator on the said Fourth Day of *May* One thousand eight hundred and four); and also reciting, that by a Deed Poll dated the Eighteenth of *June* One thousand eight hundred and fourteen, under the Hands and Seals of the said *Robert Raikes* and *Anne* his Wife, they appointed the said *Charles Whitaker* a Trustee of the said Will in the Place of the said *Robert Carlile Broadley*, who had then lately died; and also reciting that a Suit was instituted in the Court of Chancery shortly after the Decease of the said Testator *Thomas Williamson*, for the Purpose of establishing his Will, and confirming the Purchase of the said Estates by the said *Robert Raikes*, when it appeared, that after Payment of all the Debts and Legacies owing and bequeathed by the said *Thomas Williamson* there remained Thirty-four thousand and ninety-nine Pounds Sixteen Shillings and One Penny Halfpenny Sterling, as the Residue of the Monies arising from the Sale of the said Testator's
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Real and Personal Estate, and which Sum was then secured to be paid by a Term of Years of and in the said Estates so purchased by the said *Robert Raikes*, which was limited for that Purpose to the said *Anthony Wilkinson* and *Charles Whitaker*; and also reciting the said Will of the said *Robert Raikes* to the Effect herein-before stated, and particularly so much thereof as related to the Release and Discharge thereby required to be given by the said Testator's Children of the said Sums of Ten thousand Pounds, Five thousand Pounds, and Thirty-four thousand and ninety-nine Pounds Sixteen Shillings and One Penny Halfpenny; and also reciting the Death of the said *Robert Raikes*, and the State of his Family, and that the said *Anne Raikes* proved the said Will of the said *Robert Raikes*, with a Codicil thereto, in the Prerogative Court of the Archbishop of *Canterbury*, and thereby became the legal personal Representative as well of the said *Thomas Williamson* her Father as of the said *Robert Raikes* deceased; and also reciting that the said *Robert Raikes* in his Lifetime, in or about the Month of *May* One thousand eight hundred and thirty-two, paid off the said Sum of Thirty-four thousand and ninety-nine Pounds Sixteen Shillings and One Penny Halfpenny (notwithstanding the subsequent Mention of that Sum in his said Will), and that the same was thereupon invested in the Purchase of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities, in the Names of the said *Anthony Wilkinson* and *Charles Whitaker*, to which last-mentioned Sum it was considered the said recited Condition in the said Testator's Will applied, and that the Term of Years in the said Estates at *Drypool, Summergangs, Sudcoates, and Sutton* aforesaid, which had been created for securing the same, as therein and herein-before mentioned, had been, by an Indenture dated the Twenty-fourth Day of *April* One thousand eight hundred and thirty-eight, and made between the said *Anthony Wilkinson* and *Charles Whitaker* of the First Part, the said *Thomas Raikes, Robert Raikes* the Son, and *Charles Henry Lutwidge* and *Anne Louisa* his Wife, of the Second Part, and the said *Anne Raikes* and the said *Thomas Raikes* and *Robert Raikes* of the Third Part, duly surrendered and become merged; and also reciting that the said *Thomas Raikes, Robert Raikes, and Charles Henry Lutwidge* and *Anne Louisa* his Wife were severally desirous of accepting the Devises and Bequests made to them respectively in the said Will of the said *Robert Raikes*, and of complying with the Condition thereby imposed on them, and had for that Purpose agreed to execute such Releases as were therein-after contained, for and in respect of the said Sums of Ten thousand Pounds and Five thousand Pounds Sterling, and of the said Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities, and that for the better effecting such Releases the said *Anne Raikes* had agreed to execute the Powers of Appointment vested in her under the said recited Indenture of Settlement of the Thirtieth Day of *October* One thousand seven hundred and eighty-nine and the said recited Will of the said *Thomas Williamson*, as to the said several Sums of Ten thousand Pounds and Five thousand Pounds, and the said Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities,

Annuities, in the Manner therein-after mentioned; it was by the now reciting Indenture witnessed, that for the Considerations therein mentioned the said *Ann Raikes*, in exercise of the Powers and Authorities reserved to her by the therein-before recited Indenture of Settlement of the Thirtieth Day of *October*. One thousand seven hundred and eighty-nine, and also by the said Will of the said *Thomas Williamson*, and of all other Powers and Authorities whatsoever enabling her in that Behalf, did direct, limit, and appoint that all those the Two several Sums of Ten thousand Pounds and Five thousand Pounds, by the before-recited Indenture of Settlement of the Thirtieth Day of *October* One thousand seven hundred and eighty-nine covenanted to be paid by the Heirs, Executors, or Administrators of the said *Robert Raikes* and of the said *Thomas Williamson* respectively, and also all that the said Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Reduced Bank Annuities then standing in the Names of the said *Anthony Wilkinson* and *Charles Whitaker* in the Books of the Governor and Company of the Bank of *England*, and all the Interests, Dividends, and annual Proceeds thereof, should, from and immediately after the Execution of the now-reciting Indenture, so far as the said *Anne Raikes* had by virtue of any such Power or Authority, or in respect of her Estate and Interest, as therein-before recited, or otherwise, the Right or Power to limit and dispose of the same, stand limited and assured to the Use of and in Trust for the said *Thomas Raikes*, *Robert Raikes*, and *Anne Louisa Lutwidge*, their Executors, Administrators, and Assigns, in equal Shares and Proportions, and that the same should be vested Interests in them respectively from and immediately after the Execution of the now-reciting Indenture; but nevertheless, as to the said Sum of Ten thousand Pounds, subject to the Right of the said *Anne Raikes* to have an Annuity or Rent-charge of Five hundred Pounds for her Life raised and provided for her out of the same, and the Interest, Dividends, and Proceeds thereof; and also subject, as to the said Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence, to the Life Estate of the said *Anne Raikes* in the Interest, Dividends, and annual Proceeds thereof; but which said Rights of the said *Anne Raikes*, as well as the Rights, Estates, and Interests of the said *Thomas Raikes*, *Robert Raikes*, and *Anne Louisa Lutwidge*, of and in the several Sums of Ten thousand Pounds and Five thousand Pounds, and of and in the said Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities respectively, were intended to be therein-after released; and it was by the same Indenture now in recital further witnessed, that for the Considerations therein and herein before mentioned, and in further pursuance of the said Agreement, they the said *Thomas Raikes*, *Robert Raikes*, *Charles Henry Lutwidge* and *Anne Louisa* his Wife, did remise, release, and for ever quit Claim unto the said *Anne Raikes* (as such personal Representative of the said *Robert Raikes* and of the said *Thomas Williamson* respectively as aforesaid), her Executors, Administrators, and Assigns, all those the said Two Principal Sums of Ten thousand Pounds and Five thousand Pounds respectively covenanted to be paid by the before in part recited Indenture of Settlement of the Thirtieth Day of *October* One thousand seven hundred and eighty-nine, and all the Interest, Dividends, and

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annual Proceeds thereof, and the said Covenants for the Payment thereof respectively, and all and singular Actions and Suits, Causes of Action and Suit, Remedies, Proceedings, Claims and Demands whatsoever, which they the said *Thomas Raikes, Robert Raikes, Charles Henry Lutwidge* and *Anne Louisa* his Wife, or any or either of them, then had, or otherwise could or might have, or be or become entitled to bring, commence, carry on, institute, or make, against her the said *Anne Raikes*, her Heirs, Executors, Administrators, or Assigns, or any of them, or their or any of their Estates, Lands, Goods, Chattels, and Effects whatsoever, for or on account of the said Sums of Ten thousand Pounds and Five thousand Pounds respectively, or any Part thereof, or the Interest thereof, or in anywise relating thereto, and all and singular Sum and Sums of Money, Damages, Costs, Charges, and Expences whatsoever, which could or might be recovered or gotten by them, or any or either of them, through or in consequence of any and every such Action, Suit, Claim, and Demand as aforesaid, to the Intent that the said *Anne Raikes*, her Heirs, Executors, and Administrators, and her Real and Personal Estate, and the Heirs, Executors, and Administrators of the said *Robert Raikes* and *Thomas Williamson* respectively, and their respective Real and Personal Estates, might be for ever acquitted and released from the said Principal Monies and Interest, and the said Covenants for the Payment thereof, and all Liens, Charges, Claims, and Demands for or on account of the same; and it was by the same Indenture now in recital further witnessed, that for the Considerations aforesaid, and in further pursuance of the said Agreement, they the said *Anne Raikes, Thomas Raikes, Robert Raikes, Charles Henry Lutwidge* and *Anne Louisa* his Wife, did remise, release, and for ever quit Claim unto the said *Anthony Wilkinson* and *Charles Whitaker*, their Heirs, Executors, Administrators, and Assigns, all that the said Capital Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities standing in their Names in the Books of the Governor and Company of the Bank of *England*, and all the Interest, Dividends, and annual Proceeds thereof, and all and singular Actions, Suits, Causes of Action and Suit, Remedies, Proceedings, Claims and Demands whatsoever, which they the said *Anne Raikes, Thomas Raikes, Robert Raikes, Charles Henry Lutwidge* and *Anne Louisa* his Wife, or any or either of them, then had, or otherwise could or might have, or be or become entitled to bring, commence, institute, or carry on or make, against them the said *Anthony Wilkinson* and *Charles Whitaker*, or either of them, or their or either of their Heirs, Executors, Administrators, and Assigns, or any of them, or their or any of their Estates, Lands, Goods, Chattels, and Effects whatsoever, for or on account of the said Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities, or any Part thereof, or the Dividends thereof, or in anywise relating thereto, and all and singular Sum and Sums of Money, Damages, Costs, Charges, and Expences whatsoever which otherwise could or might be had, recovered, or gotten by them, or any or either of them, by, through, or in consequence of any and every such Action, Suit, Remedy, Proceeding, Claim, or Demand as aforesaid, to the Intent that the said Capital Sum of Forty-three thousand three hundred

and one Pounds Six Shillings and Ten-pence, and the Interest, Dividends, and annual Proceeds thereof, might be acquitted, released, and discharged from all the Trusts, Provisoos, Declarations, Limitations, and Directions contained in the said Will of the said *Thomas Williamson*; and it was thereby declared and agreed, by and between the said Parties thereto, that it should be lawful for the said *Anthony Wilkinson* and *Charles Whitaker*, or the Survivor of them, or the Executors or Administrators of such Survivor, at any Time or Times thereafter, to transfer the said Capital Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities into the Name or Names of the said *Anne Raikes*, her Executors, Administrators, and Assigns, as Executrix of the Will of the said *Robert Raikes*, and as Part and Parcel of his Personal Estate and Effects, or unto the Names of the said *Thomas Raikes*, *Robert Raikes*, and the said *Charles Henry Lutwidge*, or the Survivors or Survivor of them, their or his Executors or Assigns, upon the Trusts and for the Purposes declared by the said Will; and it was by the said Indenture now in recital lastly witnessed, that in further Compliance with the said recited Condition contained in the Will of the said *Robert Raikes* deceased, and in consideration of the Premises, they the said *Thomas Raikes*, for himself, his Heirs, Executors, and Administrators, *Robert Raikes*, for himself, his Heirs, Executors, and Administrators, and *Charles Henry Lutwidge* and *Anne Louisa* his Wife, for themselves and each of them, and for their and each of their Heirs, Executors, and Administrators, did by the now-reciting Indenture mutually remise, release, and quit Claim, each to each, and his and her Executors, Administrators, and Assigns, all and singular their respective Parts, Shares, and Interests of and in the before-mentioned several Sums of Ten thousand Pounds, Five thousand Pounds, and Thirty-four thousand and ninety-nine Pounds Sixteen Shillings and One Penny Halfpenny Sterling, and the said Sum of Forty-three thousand three hundred and one Pounds Six Shillings and Ten-pence Three *per Cent.* Reduced Bank Annuities which had been substituted for the said last-mentioned Sum, and any or either of them, and the Interest, Dividends, and annual Proceeds of the same respectively, and all manner of Actions and Suits, either at Law or in Equity, or otherwise, which could or might be brought, commenced, or set up by the said several releasing Parties against each other, or by any One or more of them against any other of them, for or on account of the said several before-mentioned Sums or any of them, or upon the Messuages, Lands, and Hereditaments therein-before charged therewith, and which by the said Will of the said *Robert Raikes* deceased were devised, or intended so to be: And whereas the Indenture last herein-before recited was duly executed by the said *Anne Raikes*, and attested by Two credible Witnesses: And whereas the said *Robert Raikes* the Testator was, at the respective Times of making his said Will and of his Death, in Possession or in Receipt of the Rents and Profits of the Messuages, Lands, Tenements, and Hereditaments specified in the Schedule hereunto annexed, situate at *Drypool*, *Summergangs*, and *Sudcoates* otherwise *Southcoates*, (being respectively Townships or Districts in the Parish of *Drypool*,) now forming Part of the Borough of *Kingston-upon-Hull*, and of certain Tithes, and yearly Rents in lieu of Tithes,
arising

Appoint-
ment by
Mrs. Raikes,
6th March
1839, of said
Lands in the
Parish of
Drypool,
comprised
in said In-
dentures of
9th and 10th
Sept. 1823.

arising out of or charged upon the same Lands or some Part thereof, and was also in Possession or in Receipt of the Rents and Profits of the Close or Parcel of Land also specified in the Schedule hereunto annexed, situated in the Parish of *Sutton* in the said East Riding of the County of *York*, Part of which Lands and Hereditaments were comprised in the above-recited Indentures of Lease and Release and Settlement of the Ninth and Tenth Days of *September* One thousand eight hundred and twenty-three, as herein-before is mentioned, but other Parts of the same Lands and Hereditaments were not comprised in those Indentures, and he was also in Possession or Receipt of the Rents and Profits of the Land called in his said Will the *Garrison Ground* near the same Places or some of them, nevertheless the said Testator made no Distinction between the different Parts of the said Premises, and is believed to have always treated the whole thereof as his own Estate, without any such Distinction: And whereas by Deed Poll of Appointment under the Hand and Seal of the said *Anne Raikes*, attested by Two credible Witnesses, and bearing Date the Sixth Day of *March* One thousand eight hundred and thirty-nine, after reciting the Indentures of the Ninth and Tenth Days of *September* One thousand eight hundred and twenty-three, and the Will of the said *Robert Raikes* deceased, to the Effect herein-before recited; and also reciting that the said Testator *Robert Raikes* was at the Time of making his said Will and at his Death in Possession or in Receipt of the Rents and Profits of divers Lands and Hereditaments situate at *Drypool, Sutton, Summergangs, and Sudcoates* otherwise *Southcoates* aforesaid, being respectively Townships, Districts, or Places in the Parish of *Drypool*, Part of which Lands and Hereditaments were comprised in the above-recited Indentures of Lease and Release and Settlement of the Ninth and Tenth Days of *September* One thousand eight hundred and twenty-three, but that other Parts of the same Lands and Hereditaments were not comprised in those Indentures, nevertheless the said Testator made no Distinction between the different Parts of the said Estates, and was believed to have always treated the same as his own Estate, without any such Distinction; and also reciting, that the said *Anne Raikes* was satisfied that it was the Intention of the said *Robert Raikes* by his said Will to devise to the said *Robert Raikes* the Son, with Remainder to the said *Arthur Raikes* and *Henry Puget Raikes* (therein called *Henry Raikes*), his Grandsons, not only such of the aforesaid Lands, Tenements, and Hereditaments as were in strictness his own Estate, but also the said Closes, Pieces, or Parcels of Land and Hereditaments therein-before described, and mentioned to be comprised in the said recited Indenture of Release and Settlement, and consequently she the said *Anne Raikes* did admit that she was in Law bound to make her Election whether she would take the Benefits provided for her by the said Will, or retain the said last-mentioned Closes, Pieces, or Parcels of Land and Hereditaments, and that by electing to take the said Benefits she was or would be bound to complete the Title of the said *Robert Raikes* her Son, and his said Sons, to the said Land and Hereditaments; and also reciting, that it had been thought desirable, on account of the Infancy of the said *Arthur Raikes* and *Henry Puget Raikes* (therein called *Henry Raikes*), that the legal Fee of the same Premises should not
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in the first instance be limited so as to become vested in them the said *Arthur Raikes* and *Henry Puget Raikes* (therein called *Henry Raikes*), the Infants; and also reciting, that the said *Anne Raikes* having determined to take the Benefits provided for her by the said Will, had, for the Reasons therein-before expressed, determined to make such Declaration and Appointment as therein-after contained; it was by the now-reciting Deed Poll witnessed, that in consideration of the Premises she the said *Anne Raikes* did thereby declare and testify that she had elected and did elect to accept and take the Legacies, Devises, and Benefits given, made, and provided to and for her in and by the said Will and Codicil of the said *Robert Raikes* deceased; and it was further witnessed, that in further Consideration of the Premises, and in exercise of the Power or Authority to her the said *Anne Raikes* given, limited, or reserved by the herein-before recited Indenture of Release and Settlement of the Tenth Day of *September* One thousand eight hundred and twenty-three, and by force and virtue thereof, and of every other Power or Authority enabling her in that Behalf, she the said *Anne Raikes* did by the now-reciting Deed or Instrument in Writing, by her sealed and delivered in the Presence of and attested by the Two credible Persons whose Names were intended to be thereupon endorsed as Witnesses to the Sealing and Delivery thereof by her the said *Anne Raikes*, direct, limit, and appoint that all and singular the said Closes, Pieces, or Parcels of Land, Tenements, and Hereditaments therein-before described and set forth by way of Recital from the said Indenture of Release and Settlement of the Tenth Day of *September* One thousand eight hundred and twenty-three, or by whatsoever other Names or Descriptions the same might be called or known, with their and every of their Rights, Members, and Appurtenances, should, from and immediately after the Execution of the now-reciting Deed Poll, be and remain to the Uses therein-after declared; (that is to say,) to the Use of the said *Anne Raikes* and her Assigns for and during the Term of her natural Life, and from and after her Decease, or the sooner Determination of the said Estate, to the Use of the said *Robert Raikes*, his Heirs and Assigns for ever, subject nevertheless to and bound by such Equity as the said Premises were or ought to be subject to by reason of the Devise contained in the said Will of the said *Robert Raikes* deceased, and of the Election therein-before made or declared by her the said *Anne Raikes*, or would be liable to on the Assumption of the said Lands and Hereditaments being the Premises or Part of the Premises intended to be devised by the said Will: And whereas all or the greater Part of the said Estate at *Drypool*, *Summergangs*, and *Sudcoates* otherwise *Southcoates*, in the Parish of *Drypool* in the Borough of *Kingston-upon-Hull* aforesaid, and in the Parish of *Sutton* in the said County of *York*, respectively, consists of Ground adapted for building upon, and the whole thereof might be sold, or let for long Terms of Years, to be built upon, or for other Purposes of public or individual Advantage: And whereas it would be of great Benefit and Advantage to the said *Anne Raikes* and *Robert Raikes*, as well as to the said *Arthur Raikes* and *Henry Puget Raikes*, the Sons of the said *Robert Raikes*, who are entitled in Remainder under the Limitations contained in the said recited

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Will

The Messuages, Lands, and Hereditaments, &c., specified in the Schedule, vested in Trustees, upon Trust to sell.

Will of the said *Robert Raikes* deceased, and who are now Infants under the Age of Twenty-one Years, if the said Messuages, Lands, Tenements, and Hereditaments, Tithes, and yearly Rents in lieu of Tithes, specified in the Schedule to this Act, were vested in Trustees, freed and discharged from the Uses and Trusts declared thereof by the said Will of the said *Robert Raikes* deceased, and the said recited Deed Poll of Appointment of the Sixth Day of *March* One thousand eight hundred and thirty-nine, in Trust to be sold, and the clear Monies thence arising to be laid out, under the Direction of the High Court of Chancery, in the Purchase of other Messuages, Lands, Tenements, and Hereditaments, to be settled to the same Uses as the Estates so sold, and with Power, in the meantime until such Sale, or, alternatively, instead of such Sale, to let the same for long Terms of Years, under proper Restrictions, for building; but by reason of the Limitations contained in the said Will and Deed Poll the aforesaid Purposes cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Anne Raikes* and the said *Robert Raikes*, on behalf of himself and his said infant Sons, *Arthur Raikes* and *Henry Puget Raikes*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all those the several Messuages, Buildings, Closes, Pieces, or Parcels of Land, Tenements, and Hereditaments, situate, lying, and being in *Drypool*, *Summergangs*, and *Sudcoates* otherwise *Southcoates*, in the Parish of *Drypool* within the Borough of *Kingston-upon-Hull*, and in the Parish of *Sutton* in the East Riding of the County of *York*, respectively, and the said Tithes, and yearly Rents in lieu of Tithes, more particularly mentioned and described in the Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be vested in and settled upon, and the same are hereby vested in and settled upon the said *Thomas Raikes*, and *Thomas Digby* of the Borough of *Kingston-upon-Hull* aforesaid, Banker, their Heirs and Assigns for ever, (freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Uses, Estates, Trusts, Entails, Powers, Provisoos, Declarations, and Agreements, as well in and by the said Indenture of Settlement of the Tenth Day of *September* One thousand eight hundred and twenty-three, as in and by the said Will of the said *Robert Raikes* deceased, and the said Deed Poll of Appointment of the Sixth Day of *March* One thousand eight hundred and thirty-nine, respectively limited, expressed, declared, and contained of and concerning the same respectively, or any Part or Parts thereof,) but nevertheless upon Trust and to the Intent that it shall and may be lawful to and for them the said *Thomas Raikes* and *Thomas Digby*, and the Survivor of them, and the Heirs and Assigns of such Survivor, and they and he are and is hereby authorized and empowered, at any Time or Times hereafter, with the Consent in Writing of the said *Anne Raikes* and *Robert Raikes* during their respective Lives, and after the Death of any One

of them, with the Consent in Writing of the Survivor of them, and after the Decease of such Survivor, with the Consent in Writing of the Guardian or Guardians for the Time being of the said *Arthur Raikes* and *Henry Puget Raikes* during their respective Minorities, absolutely to make sale and dispose of the said several Messuages, Buildings, Closes, Pieces, or Parcels of Land, Tenements, Tithes, yearly Rents in lieu of Tithes, and Hereditaments hereby vested and settled as aforesaid, or any of them, or any Part or Parts thereof, either together or in Parcels, and either by public Auction or private Contract, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for the most Money that can be reasonably had or gotten for the same, and upon Payment into the Bank in manner herein-after mentioned of the Purchase Money for which the same Hereditaments or any Part or Parts thereof shall be so sold, do and shall convey and assure the same Hereditaments so to be sold and disposed of as aforesaid unto and to the Use of the Purchaser or Purchasers of the same Hereditaments, his, her, or their Heirs or Assigns, or as he, she, or they shall direct or appoint, freed and discharged as aforesaid.

II. And be it further enacted, That the Purchaser or Purchasers of the said Messuages, Buildings, Lands, Tenements, Tithes, yearly Rents in lieu of Tithes, and Hereditaments, hereby made saleable as aforesaid, or any Part of the same respectively, shall pay his, her, or their Purchase Money 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 Purchaser or Purchasers of the Estate late of *Robert Raikes* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

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ing from
Sales to be
paid into
the Court of
Chancery.

III. And be it further enacted, That the Certificate or Certificates of the said Accountant-General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, or any of them, or any Part thereof, of his, her, or their Purchase Money, shall from Time to Time and at all Times be a good and sufficient Release and Discharge to such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for so much of the said Purchase Money for which such Certificate or Certificates, Receipt or Receipts, shall be so given; and after filing such Certificate or Certificates, such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely and for ever freed and discharged of and from the same Purchase Money, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

Certificate
of Account-
ant General,
and Receipt
of the Ca-
shier of the
Bank of
England, to
be a good
Discharge to
a Purchaser.

IV. And

Monies arising from such Sales, after Payment of Expences to be laid out, under the Direction of the Court, in the Purchase of other Estates, to be settled to the same Uses.

IV. And be it further enacted, That the Money arising from such Sale or Sales as aforesaid (after deducting such Costs, Charges, and Expences as herein-after mentioned,) shall, upon a Petition to be presented to the said Court of Chancery in a summary Way by the said *Anne Raikes* and *Robert Raikes*, or One of them, during their, his, or her Lives or Life, or, in case both of them shall be dead, by the Guardian or Guardians of the said *Arthur Raikes* and *Henry Puget Raikes*, the Infants, or any other Person or Persons on their Behalf, and under the Direction of the said Court, be laid out and invested in the Purchase or Purchases of other Messuages, Lands, Tenements, and Hereditaments of Inheritance, to be situated in *England* or in *Wales*, or both, and the Messuages, Lands, Tenements, and other Hereditaments so to be purchased shall, immediately upon or after the Purchase of the same, be, under the like Direction of the said Court, (to be obtained upon Petition in like Manner,) conveyed, assured, and settled to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, and Declarations which under and by virtue of the said recited Will of the said *Robert Raikes* deceased, and the said Deed Poll of Appointment of the Sixth Day of *March* One thousand eight hundred and thirty-nine, the said Messuages, Lands, Tenements, and Hereditaments hereby vested as aforesaid were immediately before the passing of this Act settled or liable to be settled, or such of them as shall be subsisting or capable of taking effect.

Until Purchases, the Monies to be invested in Exchequer Bills or other Government Securities.

V. And be it further enacted, That in the meantime and until the Money arising from the said Sale or Sales shall be invested in such Purchase or Purchases as aforesaid the same shall from Time to Time be laid out, under the Direction of the said Court of Chancery (to be obtained by Petition in the Manner herein-before mentioned), in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy or Victualling Bills or Exchequer Bills as aforesaid, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling Bills or Exchequer Bills, and all the said Navy or Victualling Bills or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before directed, and until the same shall, upon a Petition setting forth such Approbation, to be preferred to the said Court in a summary Way by or on the Behalf of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so to be purchased, be ordered to be sold by the said Accountant General for the completing such Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and meet; and if the Monies arising by the Sale of any such Navy or Victualling Bills or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to the Rents and Profits of the Hereditaments directed
to

to be purchased, in case the same had been actually purchased in pursuance of this Act, or to the Representative of such Person or Persons, as Part of his, her, or their Personal Estate.

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time, upon Petition in a summary Way to be presented by such Person or Persons as herein-before directed, to make such Order as the said Court shall think expedient or reasonable for allowing, taxing, and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, and in making and completing the Sales and Purchases hereby authorized to be made, or otherwise in carrying into execution the Trusts and Purposes of this Act, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from any Sale or Sales of the said Lands, Tenements, or Hereditaments by this Act directed to be sold, and which shall be so paid into the Bank as aforesaid, or out of the Monies arising by the Sale of the said Navy or Victualling Bills or Exchequer Bills so to be purchased as aforesaid.

Court of Chancery empowered to make Orders for Taxation and Payment of Costs.

VII. And be it further enacted, That in the meantime, and until such Sale or Sales as aforesaid shall be made of the said Messuages, Lands, Tenements, and Hereditaments hereby made saleable as aforesaid, the said *Thomas Raikes* and *Thomas Digby*, and the Survivor of them, his Heirs and Assigns, shall permit the Rents and Profits of the same Hereditaments to be had, received, and taken by the Person or Persons who would be entitled to the same in case this Act had not been passed.

Until Sale, Rents to be received by the Persons entitled in case this Act had not been passed.

VIII. Provided always, and be it further enacted, That, notwithstanding the Trusts and Powers herein-before declared, it shall and may be lawful to and for the said *Thomas Raikes* and *Thomas Digby*, or the Survivor of them, his Heirs or Assigns, with the Consent in Writing of the said *Anne Raikes* during her Life, and after her Decease with the like Consent of the Person or Persons for the Time being entitled to the Rents and Profits of the said Messuages, Buildings, Lands, Tenements, Tithes, and yearly Rents in lieu of Tithes, and Hereditaments specified in the Schedule to this Act, or of the Messuages, Lands, Tenements, and Hereditaments which may be purchased with the Monies to arise from the Sale thereof as herein-before authorized and directed, under the said recited Will and Deed Poll, or under the Provisions of this Act, by Indenture or Indentures to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the said Messuages, Lands, Tenements, and Hereditaments, and also all Easements and Appurtenances belonging to any such Premises, or convenient to be held or occupied therewith, unto or for the Benefit of any Person or Persons, and his or their Executors, Administrators, and Assigns, for any Term or Terms of Years (not exceeding Ninety-nine Years), for the Purpose of building, erecting, making, or continuing and working upon the Hereditaments so to be demised or leased, any Houses or Outhouses, Mills, Manufactories, Warehouses, Machi-

Power to grant Building Leases for any Term not exceeding 99 Years.

[Private.]

nery, Edifices, or Buildings, or for the Purpose of laying out any Plot or Plots, Quantity or Quantities, Parcel or Parcels of Ground as and for any Dock or Basin, or Docks or Basins, Quay or Quays, or any Road or Roads, Way or Ways, Avenue or Avenues, Street or Streets, Square or Squares, Passage or Passages, or otherwise, for the Use and Convenience of the Lessee or Lessees, Tenant or Tenants, or Occupier or Occupiers of the said Hereditaments, or as and for any Court or Courts, Yard or Yards, Garden or Gardens, to be adjoining or belonging to any such House or Houses, Outhouses, Mills, Manufactories, Warehouses, Machinery, Edifices, or Buildings, or for the Purposes of Ornament, or for the Purpose of taking down, rebuilding, or repairing any of the Messuages, Tenements, Erections, or Buildings that are now standing or being, or which shall at any Time or Times hereafter be standing or being, upon or in any Part of the said Lands and Hereditaments, so that there be reserved or limited and made payable in and by each and every such Demise or Lease to be made under this present Power, and to be issuing out of and charged and chargeable upon the Hereditaments thereby demised or leased, or some competent Part or Parts thereof, the best and most improved yearly Rent or Rents that can or may, in the Judgment of the Person or Persons granting or executing the same Demise or Demises (subject to the Directions herein-after contained), be reasonably had or obtained for the same under the Circumstances of the Case, without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Demise or Demises respectively.

Terms of
granting
Building
Leases.

IX. Provided also, and be it further enacted and declared, That it shall be lawful for the said Trustees or Trustee for the Time being herein-before authorized to make such Leases or Demises as aforesaid to enter into any Contract or Contracts in Writing for making or granting any such Demise or Demises, and thereby to fix and determine the Rent or Rents to be reserved or made payable upon or in respect of such Demise or Demises; which Rent or Rents is or are to be the best and most improved yearly Rent or Rents that in the Judgment of the Trustees or Trustee entering into such Contract or Contracts can be reasonably obtained for the said Premises at the Time or Times of making such Contract or Contracts, and as to the Mode of reserving, securing, and apportioning the same, and also the Periods of Payment thereof; and such Rent or Rents may be made to commence immediately or after any Term not exceeding One Year from the Date of any such Contract or Contracts; and when and so often as any such Contract or Contracts shall be entered into the same shall be of the same Force and Effect as if entered into by a Tenant in Fee Simple having the beneficial Ownership for his or their own Use of the Hereditaments comprised therein; and it shall be lawful for the said Trustees or Trustee for the Time being herein-before authorized in this Behalf (with the Consent of the Person or Persons who shall have consented to any such Contract or Contracts as aforesaid, or of any other succeeding Person or Persons herein-before authorized and empowered to consent as aforesaid,) to make or grant any Demise or Demises pursuant to and in performance of such Contract or Contracts, according to the true Intent and

Meaning thereof, notwithstanding the Rent or Rents to be reserved or made payable pursuant to such Contract or Contracts may not, at the Time of the Execution of such Demise or Demises as aforesaid, be the best or most improved Rent or Rents for the Premises so demised: Provided also, that the Rent or Rents to be reserved or limited and made payable upon or in respect of all and every such Demise and Demises as aforesaid shall be made payable clear of all Deductions whatsoever, and the Purchaser or Purchasers, Lessee or Lessees, shall duly seal and deliver a Counterpart or Counterparts of such Demise or Demises respectively, and therein enter into Covenants for the due Payment of the Rent or Rents to be thereby respectively limited, granted, or reserved and made payable, and to erect and build, and keep in repair, the House or Houses, Outhouses, Mills, Manufactories, Warehouses, Machinery, and other Edifices and Buildings, or to make the Docks, Basins, Quays, or other Improvements intended and agreed to be erected, built, and made thereon, and such other Covenants as shall be thought requisite and necessary for the Security of the said Rent or Rents, and of the Hereditaments out of which the same shall or may be reserved or made payable as aforesaid, and so as in every such Demise or Lease for Years there shall also be contained such Power of Re-entry and Perception of Rents and Profits for securing the Payment of the Rent or Rents to be thereby reserved as the Person or Persons granting such Demise or Lease shall think proper and reasonable.

X. Provided nevertheless, and be it further enacted and declared, That when any of the said Messuages, Lands, and Hereditaments shall be demised for any Term or Terms of Years in pursuance of this Act, all and every the Rent or Rents to be reserved or made payable upon any such Demise or Demises respectively shall be reserved or made payable unto the Person or Persons for the Time being entitled to the Reversion of and in the same Messuages, Lands, and Hereditaments immediately expectant on the Determination of the Term by such Demise or Demises to be created.

To whom Rents of Lands demised are to be payable.

XI. And be it further enacted, That it shall and may be lawful and for the said *Anne Raikes* during her Life, and after her Decease for the said *Robert Raikes* during his Life, and after his Decease for the Person for the Time being entitled to the Rents and Profits of the said Hereditaments as aforesaid, to enter into any Covenant or Agreement, Covenants or Agreements, which he, she, or they shall think reasonable, with or to the Person or Persons to whom such Demise shall be made, and his and their Executors, Administrators, or Assigns, as well for the quiet Enjoyment of the Premises therein comprised, and for any further Assurance or Assurances of or concerning the same, as also for keeping open and unbuilt upon any Streets, Squares, open Spaces, Ways, or Passages, or for maintaining any Sewers or Drains, or for granting or permitting the Use of any Right or Rights of Way or of Water or any other Easements or Conveniences whatsoever, to be had, held, and enjoyed by such Lessees respectively, and their Executors, Administrators, or Assigns, in, upon, or out of any other Lands, Tenements, or Hereditaments

Covenants may be entered into with Persons to whom Demises shall be made.

ments

ments comprised in such Demises as aforesaid, and which at the making of such Demises shall stand settled to the same Uses as the Hereditaments so demised; and all such Covenants and Agreements as aforesaid (unless the Operation thereof shall be expressly restrained) shall be binding at Law and in Equity, not only upon the Person or Persons entering into the same, and all Persons claiming or to claim the Lands, Tenements, or Hereditaments to which such Covenants or Agreements shall relate, by, from, through, under, or in Trust for him, her, or them, but also upon the said Trustees or Trustee for the Time being, and their or his Heirs and Assigns, and all and every other Person and Persons who shall or may have or claim any Remainder, Reversion, or other Estate or Interest of and in the same Lands, Tenements, and Hereditaments, by virtue of the said recited Will and Deed Poll or of this Act, and his or their Heirs, Executors, Administrators, and Assigns, in respect only of the same Lands, Tenements, and Hereditaments, (notwithstanding the Want of Estate in the Covenantor or Covenantors, or the Want of Privity between such Covenantor or Covenantors and any such Person or Persons to be bound as aforesaid, or the Want or Omission of any Words expressly binding such Persons or any of them,) but such Covenants or Agreements shall not be binding on the Covenantor or Covenantors, or any other Person or Persons entitled to any particular or determinable Estate or Estates of and in the Lands, Tenements, or Hereditaments to which the same respectively shall relate, nor his, her, or their Heirs, Executors, Administrators, or Assigns, after the Determination of his, her, or their Estate or Estates, Interest or Interests in the same Hereditaments, save and except for or on account of any Act Matter, or Thing had, made, done, committed, or suffered by him, her, or them during the Continuance of his, her, or their Estate or Interest, or Estates or Interests, any Law, Statute, or Usage to the contrary in anywise notwithstanding.

How Power
of absolute
Sale may be
exercised.

XII. Provided always, and be it further enacted, That the Power of absolute Sale first herein-before contained may be exercised as to all or any of the said Messuages, Buildings, Lands, Tenements, Tithes, yearly Rents in lieu of Tithes, and Hereditaments, hereby vested as aforesaid, after and subject to any Lease or Leases of the same Premises, if any, which shall have been made or granted under the Power of leasing herein-before contained.

Power to
appoint new
Trustees.

XIII. And be it further enacted, That if the said *Thomas Raike* and *Thomas Digby*, or either of them, or any Trustee or Trustees who shall be appointed in the Stead of them or either of them, as herein-after mentioned, or their or any of their Heirs or Assigns, shall die, or be desirous to be discharged from or become incapable to act in the Trusts hereby created at any Time before the same Trusts shall be fully executed or performed, then and in every such Case it shall be lawful for the said Court of Chancery (upon a Petition to be presented in a summary Way by any Person or Persons herein-before authorized to present such Petitions in other Cases) to appoint the Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees to the Place of

of the said Trustee or Trustees so dying, or desiring to be discharged or becoming incapable to act as aforesaid, and thereupon the said Messuages, Lands, Tenements, Tithes, yearly Rents in lieu of Tithes, and Hereditaments, or such of them as shall from Time to Time remain unsold, and all other the Messuages, Lands, Tenements, Tithes, yearly Rents in lieu of Tithes, and Hereditaments, for the Time being liable to the Trusts and Provisions of this Act, shall with all convenient Speed be conveyed and transferred so and in such Sort and Manner as to become legally vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the Trusts and for the Intents and Purposes herein-before expressed and declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and that such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they shall be so substituted or appointed.

XIV. Provided always, and be it further enacted, That none of the said present or future Trustees of this Act shall be answerable or accountable for the other or others of them, or for involuntary Losses, and that, by and out of any Monies which shall come to their or his Hands or Hand by virtue of any of the aforesaid Trusts, it shall be lawful for them and him to retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expences which they or he may respectively incur or sustain in carrying the Trusts of this Act into execution, and not herein particularly provided for. Indemnity
for Trustees

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and to his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Anne Raikes* and the said *Robert Raikes*, and also the said *Arthur Raikes* and *Henry Puget Raikes* the Infants, and their respective Heirs, and also the right Heirs of the said *Robert Raikes* the Testator, and all and every other Persons and Person whomsoever having or claiming or who shall hereafter have or claim any Estate, Right, Title, or Interest in, to, or out of the said Messuages, Buildings, Lands, Tenements, Tithes, yearly Rents in lieu of Tithes, and other Hereditaments, hereby vested and settled as herein-before mentioned, or any Part thereof, under or by virtue of the said recited Indenture of Release and Settlement of the Tenth of *September* One thousand eight hundred and twenty-three, and the said Will of the said *Robert Raikes* deceased, and the said Deed Poll of Appointment of the Sixth Day of *March* One thousand eight hundred and thirty-nine, or any of them, or having or claiming or who shall have or claim the same solely as a Trustee or Trustees for all or any of the Parties beneficially interested under or by virtue of the same Indenture, Will, and Deed Poll, or any or either of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Messuages, Buildings, Lands, Tenements, Tithes, yearly Rents in lieu of Tithes, and General
Saving.

[Private.]

other Hereditaments, and every Part thereof, as they, every or any of them, had before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

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

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

The SCHEDULE to which the foregoing Act refers.

	No. of Acres.			Annual Rental.		
	A.	R.	P.	£	s.	d.
BOROUGH OF KINGSTON-UPON-HULL.						
<i>Drypool, in the Parish of Drypool.</i>						
Farmhouse, Outbuildings, Gardens, and Lands in the Occupation } of John Withernwick the elder - - - - - }	39	0	1	120	0	0
Also the Tithes of the above-mentioned Land.						
<i>Southcoates, otherwise Sudcoates, and Summergangs, in the Parish of Drypool.</i>						
Farmhouse, Outbuildings, Gardens, and Lands in the Occupation } of John Withernwick the younger - - - - - }	19	0	20	78	0	0
Lands in the Occupation of Robert Chaffer - - - - -	22	0	20	48	7	6
Garden in the Occupation of John Warden - - - - -	0	0	14	1	0	0
Garden in the Occupation of George Ellis - - - - -	0	0	14	1	0	0
Lands in the Occupation of Nathaniel Kerman - - - - -	13	0	3	50	0	0
Together with Three several yearly Rents of 17. 14s. 6d., 10s. 11d., and 16s. 1½d., heretofore charged upon and payable out of 32 A. 1 R. 11 P. of the said last-mentioned Lands or some Part thereof (with other Lands) in lieu of Tithes.						
EAST RIDING OF YORKSHIRE.						
<i>In the Parish of Sutton.</i>						
Lands in the Occupation of Charles Ross - - - - -	12	3	2	25	4	0
	A.			£		
	106	0	34	323	11	6

J^{no} Wilkinson.

