



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 1.

An Act for vesting in *George Knowles* Esquire and his Heirs certain Freehold and Copyhold Estates situate at *Sharow* in the Parish of *Ripon* in the County of *York*, discharged from the Uses mentioned or referred to by the Marriage Settlement of the said *George Knowles*, and for substituting and settling certain Freehold and Copyhold Estates, situate at *Humberstone Bank* and *Thruscross* in the Parish of *Hampsthwaite* in the said County of *York*, in lieu thereof and to the like Uses.

[3d July 1835.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Sixteenth and Seventeenth Days of *February* One thousand eight hundred and twenty-one, the Indenture of Release being of Three Parts, and being made or expressed to be made between *George Knowles* of *Sharow* in the Parish of *Ripon* in the County of *York*, Esquire, of the First Part, *Ann Wormald* of the City of *York*, Spinster, of the Second Part, and *Richard Wormald* of the same City, Gentleman, and *Thomas Grimston* of *Ripon* aforesaid, Doctor of Medicine, of the Third Part, after taking notice that a Marriage had been agreed upon and was intended

Marriage Settlement of *George Knowles* with *Ann* his Wife, dated 16th and 17th February 1821.

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to be forthwith solemnized between the said *George Knowles* and *Ann Wormald*, and also that the said *George Knowles* was seised of or well entitled to the Hereditaments therein mentioned and thereby released, and was also seised of the Inheritance, according to the Custom of the Manor and Canon Fee Manor of *Ripon* aforesaid, of the Hereditaments therein covenanted to be surrendered, the said *George Knowles*, in consideration of the said intended Marriage, and for other Considerations therein mentioned, did grant, bargain, sell, release, and confirm unto the said *Richard Wormald* and *Thomas Grimston* all that Capital Mansion House and Outbuildings then lately erected and built by the said *George Knowles*, together with the Gardens and Pleasure Grounds, situate and being at *Sharow* aforesaid; also all that Messuage, Tenement, or Dwelling House situate and being at *Sharow* aforesaid, together with the Homestead, large Barn, Stables, Outbuildings, Orchard, and Garden behind the same; also all that Piece or Parcel of Pasture Ground adjoining the said Homestead, containing by Estimation Nine Acres and Eight Perches, be the same more or less, being Part of a certain Close called *Turker Pasture* or *Turker Close*, theretofore called the *Pasture*, containing in the whole by Admeasurement Twelve Acres and Eight Perches, be the same more or less, and the remaining Three Acres, by Estimation, of which said Close is Copyhold of the Canon Fee Manor of *Ripon*, and Part of the Hereditaments therein-after covenanted to be surrendered; and also so much and such Part as is not covered by the said Capital Mansion House and Outbuildings so erected by the said *George Knowles* as aforesaid, or converted by him into Gardens and Pleasure Grounds, of all those several Pieces or Parcels of Arable Land, containing together, by Estimation, Seven Acres, be the same more or less, Part and Parcel of Three several Closes or Parcels of Land respectively called *Boone Down* or *Boone Town Flatt* and *Carr* or *Carr End* and *Newlaid*, and which said Three last-mentioned Closes contain in the whole by Estimation Twenty-one Acres One Rood and Thirty-six Perches, be the same more or less, Four Acres, by Estimation, are Copyhold of the Manor of *Ripon* aforesaid, and Ten Acres whereof are Copyhold of the Canon Fee Manor of *Ripon* aforesaid, and the Copyhold Parts of which said last-mentioned Closes are other Part of the Hereditaments therein-after covenanted to be surrendered; and also all that Close or Parcel of Arable Land called the *Moors* or *Moor Close*, containing by Admeasurement Seven Acres Three Roods and Twenty-one Perches, be the same more or less; and also all that Close or Parcel of Meadow or Pasture Ground called *Myers Pasture*, containing by Admeasurement Two Acres One Rood and Eight Perches, be the same more or less; or by whatsoever other Name or Names the said several Closes or Parcels of Ground or any of them were then or at any Time theretofore had been called, known, distinguished, or described; all which said Capital Mansion House, Messuage or Tenement, Closes or Parcels of Ground, and Premises are therein-before particularly described as situate, lying, and being at *Sharow* in the Parish of *Ripon*, and were theretofore the Estate and Inheritance of *Richard Terry*, then late of *Sharow* aforesaid, Gentleman, deceased, by whom the same were devised, together with other Hereditaments, to his Nephew *Richard Terry*, of the same Place, Yeoman, deceased, on whose Death intestate the same

descended to *Richard Terry*, then late of the same Place, Yeoman, deceased, as his eldest Son and Heir at Law, and by which last-named *Richard Terry* the same were devised to *John Terry* in Fee, who sold and conveyed the same to the said *George Knowles*; and also all those Two Closes or Parcels of Meadow or Pasture Ground following, (that is to say,) *Grange Moor Close*, containing by Estimation Six Acres and Two Roods, and *Grange Close*, containing by Estimation Eight Acres and One Rood, which said Closes were then called *Grange Closes*, and contain by Admeasurement only Twelve Acres Three Roods and Ten Perches, be the same more or less, and in which Description is comprised or included a certain Piece or Parcel of Ground theretofore called *Long Close*, containing by Estimation Five Acres Three Roods and Six Perches, which was theretofore purchased from the Devisees of *William Dixon*, deceased, by a Mister *John Braithwaite*, by whom the same was afterwards laid to and united with the said *Grange Closes* or One of them, which said last-mentioned Closes of Ground are also situate, lying, and being in the Township of *Sharow* in the Parish of *Ripon* aforesaid, and were then lately purchased by the said *John Terry* from the Devisees of Mistress *Catherine Raikes* deceased, and had since been sold and conveyed by the said *John Terry* to the said *George Knowles*; and all which said Capital Mansion House, Messuage or Tenement, Lands, Hereditaments, and Premises therein-before mentioned and described were then or then late were in the Tenure or Occupation of the said *George Knowles* and *Christopher Wass*, their respective Under-tenants or Assigns, together with the Appurtenances; to hold the same unto the said *Richard Wormald* and *Thomas Grimston*, and their Heirs, to the Use of the said *George Knowles* until the Solemnization of the said then intended Marriage, and immediately after the Solemnization thereof to the Use of the said *Richard Wormald* and *Thomas Grimston*, their Heirs and Assigns for ever, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements therein-after mentioned and declared concerning the same; and in further pursuance of the said Agreement and for the Considerations aforesaid he the said *George Knowles* did thereby covenant with the said *Richard Wormald* and *Thomas Grimston* that he or his Heirs would at the next or some other Courts Baron which should be respectively holden for the said Manor and Canon Fee Manor of *Ripon* aforesaid, after the Solemnization of the said intended Marriage, at the Request of the said *Richard Wormald* and *Thomas Grimston*, their Heirs or Assigns, surrender into the Hands of the Lords of the said respective Manors for the Time being, according to the Custom of the same Manors respectively, all that Close, Piece, or Parcel of Arable Meadow and Pasture Ground commonly called or known by the Name of the *Moor Piece*, containing by Estimation Six Acres, be the same more or less, situate, lying, and being in the Town, Township, Townfields, Precincts, or Territories of *Sharow* aforesaid, and also all that other Close, Piece, or Parcel of Arable Land, containing by Estimation Four Acres, more or less, lying at or near a certain Place called *Boone Town Flatt*, abutting on Lands in the Township of *Hutton Conyers*, belonging to Mistress *Lawrence*, towards the North, on Part of the Freehold Lands therein-before mentioned to be thereby

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granted and released towards the South, and to Lands within the Canon Fee Manor of *Ripon* therein-after mentioned towards the West, and both which said Closes, Pieces, or Parcels of Land last mentioned, are situate within and are Parcel of the Manor of *Ripon* aforesaid, and then or then late in the Occupation of *Richard Turner* as Tenant thereof; and also all that One Close of Pasture commonly called *Turker Close*, containing by Estimation Three Acres, more or less, adjoining upon the Land within the Village of *Copt Hewick* on the East, and abutting upon the King's Highway leading from the Town of *Ripon* aforesaid to the Village of *Dishforth* in the said County of *York* on the North; and also Ten Acres of Arable Land called *Boone Town*, abutting on the said King's Highway on the South, on the said Lands within the Village of *Hutton Conyers*, belonging to the said Mistress *Lawrence*, on the North, and on Part of the said Copyhold Lands within the Manor of *Ripon* therein-before mentioned, and Part of the said Freehold Lands thereby granted and released, on the East; and also One Close of Meadow or Pasture Land called *Low Field*, containing by Estimation Six Acres, adjoining on the River *Yore* on the West, and the *Low Field Lane* on the East; all which said last-mentioned Closes and Premises are situate at *Sharow* aforesaid, and are Parcel of the Canon Fee Manor of *Ripon* aforesaid, and were then late in the Occupation of the said *Richard Turner*, as Tenant thereof; together with the Appurtenances, to the Use of the said *Richard Wormald* and *Thomas Grimston*, their Heirs and Assigns for ever, at the Will of the Lords of the said Manors, according to the Custom of the same Manors, and subject to the Rents and Services in respect of the same Hereditaments and Premises due and of Right accustomed; nevertheless upon the Trusts, and to and for the Intents and Purposes, and subject to the Powers, Provisoos, Declarations, and Agreements therein-after mentioned, expressed, and declared of and concerning the same; and it was thereby declared and agreed by and between the said Parties that the said *Richard Wormald* and *Thomas Grimston*, their Heirs and Assigns, should stand and be seised of and interested in the said Hereditaments and Premises therein-before mentioned and intended to be thereby released, and covenanted to be surrendered, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements therein-after mentioned, expressed, and declared of and concerning the same; (that is to say,) upon Trust that they the said *Richard Wormald* and *Thomas Grimston*, and the Survivor of them, his Heirs and Assigns, should, by and out of the Rents, Issues, and Profits of the said Hereditaments and Premises therein-before mentioned and intended to be thereby released and covenanted to be surrendered, raise and levy, during the natural Life of the said *Ann Wormald*, and up to the Day of her Decease, One Annuity or yearly Sum of Four hundred Pounds of lawful Money of *Great Britain*, free from Taxes, and clear of all other Deductions whatsoever, by Two Half-yearly Payments, that is to say, on the Sixth Day of *April* and the Eleventh Day of *October* in every Year, by even and equal Portions, the first Payment thereof to begin and be made on such of the said Days or Times of Payment as should first happen after the Solemnization of the said intended Marriage; and upon further Trust, that they the said *Richard Wormald* and *Thomas Grimston*, and the Survivor

vivor of them, and the Heirs and Assigns of such Survivor, should pay the said Annuity or yearly Sum of Four hundred Pounds into the proper Hands of the said *Ann Wormald*, or to the Hands of such Person or Persons as she by any Note or Writing under her Hand should from Time to Time (but not by way of Mortgage, Sale, or Anticipation,) appoint to receive the same, during her natural Life, to the Intent that the same might be for the sole and separate Use of the said *Ann Wormald*, and might not be subject to the Debts, Control, Disposition, or Engagements of the said *George Knowles* her said then intended Husband, or any other Person with whom she might after his Decease happen to intermarry; and it was thereby agreed and declared that the Receipt or Receipts of the said *Ann Wormald*, or of such Person or Persons as she should appoint to receive the same, and her or their Receipt or Receipts only, should be a good and sufficient Discharge and good and sufficient Discharges to the Person or Persons paying the same for so much thereof as in such Receipt or Receipts should be acknowledged or expressed to be received; and upon further Trust, that they the said *Richard Wormald* and *Thomas Grimston*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should pay the proportionable Part of the same Annuity which should be growing due at the Time of the Death of the said *Ann Wormald* to her Executors or Administrators immediately after her Decease; and upon further Trust, that they the said *Richard Wormald* and *Thomas Grimston*, and the Survivor of them, his Heirs and Assigns, should and would, with all convenient Speed after the Decease of the Survivor of them the said *George Knowles* and *Ann Wormald*, in case there should be any Issue of the said then intended Marriage then living, but not otherwise, by and out of the Rents, Issues, and Profits of the said Hereditaments and Premises therein-before mentioned and intended to be thereby released and covenanted to be surrendered, or by Mortgage or Sale of the same Hereditaments and Premises, or of a competent Part thereof, or by all or any of the same Ways and Means, raise and levy the Sum of Four thousand Pounds of lawful Money of *Great Britain*, together with all such Costs, Charges, and Expences as should be incurred in or about the executing and carrying into effect such Trust, and should place out and invest the same Sum of Four thousand Pounds at Interest upon Government or Real Securities in their Names, and should from Time to Time alter, vary, and transpose such Securities and Funds until the Money thereon to be invested should become payable by virtue of the Trusts therein-after declared, when and as often as they should think proper; and it was thereby agreed and declared, that the said *Richard Wormald* and *Thomas Grimston*, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in the said Sum of Four thousand Pounds so to be raised and placed out at Interest, and the Stocks, Funds, and Securities whereupon the same might for the Time being be invested, upon the Trusts following; that is to say, in Trust for all or such One or more of the Children of the said intended Marriage, at such Time or Times, and in such Parts, Shares, and Proportions, and subject to such Conditions, Restrictions, and Limitations over to or for the Benefit of all or any such Children, as the said *Ann Wormald*, notwithstanding her Coverture, and whether covert or sole, by any Deed or Deeds,
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Writing or Writings, with or without Power of Revocation, to be signed, sealed, and delivered by her in the Presence of and to be attested by Two or more credible Witnesses, or by the last Will and Testament in Writing of the said *Ann Wormald*, or any Codicil thereto, to be signed and published in the Presence of and to be attested by the like Number of credible Witnesses, should direct or appoint; and in default of such Direction or Appointment as the said *George Knowles*, in case he should survive the said *Ann Wormald* his said then intended Wife, from Time to Time by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be signed, sealed, and delivered by him in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil thereto, to be by him signed and published in the Presence of and to be attested by the like Number of Witnesses, should direct or appoint; and in default of such Appointment, or in case any such Appointment should be made which should not be a complete Disposition of the said Trust Premises, as and when the Trusts so to be appointed should end and determine, in Trust for all and every the Child and Children of the said intended Marriage, equally to be divided between or amongst them if more than One, Share and Share alike, and if there should be but One such Child, then for such only Child, and to be paid or transferred to such Children or Child in the Manner following; (that is to say,) the Part or Share, Parts or Shares of such of them as should be a Daughter or Daughters should be transferred at her or their Age or respective Ages of Twenty-one Years, or Day or respective Days of Marriage, which should first happen, and the Part or Share, Parts or Shares of such of them as should be a Son or Sons should be paid or transferred at his or their Age or respective Ages of Twenty-one Years, unless such Time or respective Times should happen in the Lifetime of the said *George Knowles* and *Ann Wormald*, or the Survivor of them, and in such Case the Part or Share, Parts or Shares of such of them as being a Daughter or Daughters should attain the Age of Twenty-one Years or be married, or being a Son or Sons should attain that Age, in the Lifetime of the said *George Knowles* and *Ann Wormald*, or the Survivor of them, should become a vested Interest in him, her, or them respectively, and be transmissible to his, her, or their Executors, Administrators, or Assigns, and should be paid or transferred immediately after the Decease of the Survivor of them the said *George Knowles* and *Ann Wormald*; and if any such Child or Children, being a Daughter or Daughters, should happen to depart this Life under the Age of Twenty-one Years and without having been married, or, being a Son or Sons, should depart this Life under the Age of Twenty-one Years, then the Part or Share, Parts or Shares of him, her, or them so dying should go and be paid or transferred to the Survivors or Survivor of them, and the Executors, Administrators, or Assigns of such of them, being dead, who, being a Daughter or Daughters, should have lived to attain the Age of Twenty-one Years or being married, or, being a Son or Sons, should have lived to attain the said Age of Twenty-one Years, at such Time or Times as his, her, or their original Share or Shares should become payable or transferrable, or as soon afterwards as Circumstances would permit; and it was thereby

agreed and declared that all and every the Share and Shares so directed to survive and accrue should from Time to Time survive and accrue, together with the original Share and Shares, until such original Share and Shares should, by virtue of the said Indenture of Settlement, become vested; and upon further Trust, that the said *Richard Wormald* and *Thomas Grimston*, or the Survivor of them, or the Executors or Administrators of such Survivor, should in the meantime, after the Decease of the Survivor of them the said *George Knowles* and *Ann Wormald*, pay and apply the Interest, Dividends, and annual Proceed of the said Sum of Four thousand Pounds so to be invested or placed out at Interest as aforesaid, for and towards the Maintenance and Education of such Children or Child until their respective Shares or his or her Share of the Principal Money should become payable, in proportion to their respective Shares and Interests therein; and in case there should be no Child of the said intended Marriage, or being such, of such of them as being a Daughter or Daughters should depart this Life under the Age of Twenty-one Years and without having been married, and such of them as being a Son or Sons should also depart this Life under the Age of Twenty-one Years; then in Trust for the said *George Knowles*, his Executors, Administrators, and Assigns; and it was thereby agreed and declared by and between the said Parties, that, subject and without Prejudice to the Trusts therein-before declared, the said Hereditaments and Premises therein-before mentioned and intended to be thereby released and covenanted to be surrendered, or such Part thereof as should not have been sold and disposed of by virtue of the Trusts thereby declared, should be in Trust for the said *George Knowles*, his Heirs and Assigns, according to the respective Tenures thereof, but subject and without Prejudice to any Mortgage that should have been made thereof in pursuance of the Trusts declared by the said Indenture of Settlement; and the said Indenture of Settlement contains a Covenant from the said *George Knowles* with the said *Richard Wormald* and *Thomas Grimston*, their Heirs, Executors, Administrators, or Assigns, that in case the Rents, Issues, and Profits of the said Hereditaments and Premises therein-before mentioned to be thereby released and covenanted to be surrendered should prove insufficient to pay the said yearly Sum of Four hundred Pounds when and as the same should become due, he the said *George Knowles*, his Heirs, Executors, or Administrators, would at all Times during the natural Life of the said *Ann Wormald* pay to the said *Richard Wormald* and *Thomas Grimston*, their Executors, Administrators, or Assigns, so much as would make up the Deficiency; and that in case any Part of the said yearly Sum of Four hundred Pounds should be in arrear for the Space of Twelve Calendar Months after the same should become due, it should be lawful for the said *Richard Wormald* and *Thomas Grimston*, or the Trustees or Trustee for the Time being of the said Trust Hereditaments and Premises, from Time to Time and as often as the same should happen, by Sale or Mortgage of the same Hereditaments and Premises, or of a competent Part thereof, to raise and levy the same yearly Sum of Four hundred Pounds, or such Part thereof as should be so in arrear, and to pay the same to the said *Ann Wormald* in manner aforesaid; and that in case the Residue of the said Hereditaments and Premises therein-before men-

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tioned to be thereby released and covenanted to be surrendered should be insufficient for raising the said Sum of Four thousand Pounds, the Heirs, Executors, or Administrators of the said *George Knowles* would, immediately after the Decease of the Survivor of them the said *George Knowles* and *Ann Wormald*, pay unto the said *Richard Wormald* and *Thomas Grimston*, their Executors, Administrators, or Assigns, such Sum of Money as, with the Proceeds of the said Hereditaments and Premises, should be sufficient to make up the said Sum of Four thousand Pounds; and it was thereby agreed and declared by and between the said Parties that the Receipt or Receipts of the said *Richard Wormald* and *Thomas Grimston*, or the Survivor of them, or the Executors or Administrators of such Survivor, should from Time to Time be a good and sufficient Discharge and good and sufficient Discharges to the Purchaser or Purchasers, Mortgagee or Mortgagees of the said Hereditaments and Premises so to be sold or mortgaged as aforesaid, or any Part thereof, and to his, her, and their respective Heirs, Executors, Administrators, and Assigns, for so much of the Purchase or Mortgage Money as should be therein acknowledged to be received, and that such Purchaser or Purchasers, Mortgagee or Mortgagees, his, her, or their Heirs, Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money so received, or any Part thereof; and it was thereby also agreed and declared by and between the said Parties that if the said *Richard Wormald* and *Thomas Grimston*, or either of them, or any future Trustee or Trustees to be appointed as therein-after mentioned, should happen to die, or be desirous of being discharged of and from or refuse or decline to act in the Trusts thereby in them respectively reposed as aforesaid, before the said Trusts should be fully performed or discharged, then and in such Case, and when and as often as the same should happen, it should be lawful to and for the said *Ann Wormald* during her natural Life, and afterwards to and for the said *George Knowles* during his Life, and afterwards to and for the Trustees or Trustee so declining to act, or the Executors or Administrators of such of them so dying, by any Writing or Writings under her, his, or their Hand and Seal or Hands and Seals, to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining to act as aforesaid; and that when and as often as any new Trustee or Trustees should be nominated and appointed as aforesaid all the said Trust Estate, Monies, Securities, and Funds should be thereupon with all convenient Speed conveyed, assigned, and transferred in such Sort, Manner, and Form, and so as that the same should be legally and effectually vested in the surviving or continuing Trustee of the same Trust Estates, Monies, and Premises, and such new Trustee jointly, or if there should be no such continuing Trustee of the same Trust Estates, Monies, and Premises, then in such new Trustees wholly, to, for, and upon such and the same Trusts, Intents, and Purposes as are therein-before declared or expressed of and concerning the said Trust Estates, Securities, Monies, and Premises as aforesaid, or such of them as should be then subsisting and capable of

of taking effect, and that every such new Trustee or Trustees should in all things act and assist in the Management, carrying on, and Execution of the Trusts to which they should be so appointed as fully and effectually to all Intents and Purposes whatsoever, and should have and be considered as vested with such and the same Powers and Authorities, as if he or they had been originally in and by the said Indenture of Settlement nominated a Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively should be appointed a Trustee or Trustees, any thing therein-before contained to the contrary thereof in anywise notwithstanding; and that the Provision thereby made for the said *Ann Wormald* should be in lieu and full Satisfaction of all Dower, Right, Title, and Claim of Dower, and Thirds and Freebench, and Customary and Widow's Part, which she might have, claim, or demand in, to, or out of all or any Mesuages or Tenements, Lands, and Hereditaments whereof or wherein the said *George Knowles* then was, or at any Time during the said intended Coverture should or might be, seised of any Estate of Inheritance to which Dower or Freebench is incident: And whereas the Marriage between the said *George Knowles* and *Ann Wormald* was duly had and solemnized on or about the Eighteenth Day of *February* One thousand eight hundred and twenty-one: And whereas by Indentures of Lease and Release, bearing Date the Twentieth and Twenty-first Days of *January* last past, indorsed upon the Second and Third Skins of the said Indenture of Settlement, and made between the said *George Knowles* and *Ann Knowles* his Wife of the First Part, the said *Richard Wormald* and *Thomas Grimston* of the Second Part, *Charles Turner* of *Hanwell Park* in the County of *Middlesex*, Esquire, of the Third Part, and *Smith Wormald* of *Tickton Grange* in the County of *York* aforesaid, Gentleman, of the Fourth Part, after taking notice that the said *Thomas Grimston* was desirous of being discharged from all and singular the Trusts reposed in him by the said Indenture of Settlement, as he did thereby testify and declare, and that the said *Ann Knowles* was desirous of nominating and appointing the said *Charles Turner* a Trustee under the same Indenture of Settlement, to supply the Place of the said *Thomas Grimston*, it is witnessed, that, by force and virtue and in exercise and execution of the Power or Authority for that Purpose vested in the said *Ann Knowles* under the said Indenture of Settlement, and of every or any other Power or Authority in anywise enabling her in that Behalf, the said *Ann Knowles* did nominate, substitute, and appoint the said *Charles Turner* to be a Trustee to supply the Place of the said *Thomas Grimston* for all the Purposes for which the said *Thomas Grimston* was a Trustee under the said Indenture of Settlement; and it is also witnessed, that for further effectuating the Purposes aforesaid, and in compliance with the Proviso or Direction for that Purpose contained in the said Indenture of Settlement, and for the nominal Consideration therein mentioned, they the said *Richard Wormald* and *Thomas Grimston*, with the Consent and by the Direction and Approbation of the said *Ann Knowles*, testified by her being a Party to and executing the present Indenture, did bargain, sell, alien, and release unto the said *Smith Wormald* and to his Heirs all and singular the Freehold Hereditaments and Premises by the said Indenture of Settlement

Settlement granted, bargained, sold, and released, with the Appurtenances, unto the said *Richard Wormald* and *Thomas Grimston*, and their Heirs, upon the Trusts therein mentioned, to hold the same unto the said *Smith Wormald* and his Heirs to the Use of the said *Richard Wormald* and *Charles Turner*, their Heirs and Assigns for ever, to, for, and upon such and the same Trusts, Intents, and Purposes as in and by the said Indenture of Settlement are declared or expressed of and concerning the same Hereditaments and Premises, or such of them as were then subsisting and capable of taking effect; and after taking notice that the said *George Knowles* had not then surrendered into the Hands of the respective Lords of the Manor and Canon Fee Manor of *Ripon* aforesaid the Copyhold Hereditaments and Premises mentioned or referred to in and by the said Indenture of Settlement, in pursuance of his Covenant for that Purpose therein contained, it is further witnessed, that for further effectuating the Purposes aforesaid he the said *George Knowles* did covenant with the said *Richard Wormald* and *Charles Turner*, their Heirs and Assigns, that he the said *George Knowles* and his Heirs would at the next or some other Courts Baron which should be respectively holden for the said Manor and Canon Fee Manor of *Ripon* aforesaid, at the Request of the said *Richard Wormald* and *Charles Turner*, their Heirs or Assigns, surrender into the Hands of the Lords of the said respective Manors for the Time being, according to the Custom of the same Manors respectively, all and singular the Copyhold Hereditaments and Premises which he in and by the said Indenture of Settlement covenanted to surrender to the said *Richard Wormald* and *Thomas Grimston* in the Manner therein mentioned, to the Use of the said *Richard Wormald* and *Charles Turner*, their Heirs and Assigns for ever, at the Will of the Lords of the said Manors, according to the Custom of the same Manors, and subject to the Rents and Services in respect of the same Hereditaments and Premises due and of Right accustomed, nevertheless upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements in and by the said Indenture of Settlement mentioned, expressed, and declared of and concerning the same: And whereas the said *George Knowles* hath not surrendered into the Hands of the respective Lords of the Manor and Canon Fee Manor of *Ripon* aforesaid the Copyhold Hereditaments and Premises mentioned or referred to in and by the said Indenture of Settlement, in pursuance of his Covenant for that Purpose contained in the said Indenture, and also in the said Indenture of the Twenty-first Day of *January* last: And whereas the said *George Knowles* and *Anr.* his Wife have never had any Issue: And whereas the said Estate situate at *Sharow* aforesaid, Part Freehold and Part Copyhold as aforesaid, so settled by the aforesaid Indenture of Settlement to the Uses and Trusts therein mentioned, hath been recently surveyed, and the Purchase Value thereof hath been found to amount to Seven thousand and eighty-two Pounds and Seven Shillings, or thereabouts, and the Annual Value thereof to Two hundred and seventy Pounds Nine Shillings and Sixpence, or thereabouts, and the Hereditaments and Premises comprised in the said Estate at *Sharow* aforesaid lie dispersed within that Township, and are not convenient to be occupied altogether:

altogether; And whereas the said *George Knowles* is seised in Fee Simple in Possession of a certain other Estate, situate at *Humberstone Bank* and *Thruscross* in the Parish of *Hampsthwaite* in the said County of *York*, Part Freehold, and Part Copyhold of the Forest of *Knaresbrough*, which hath also been recently surveyed, and the Purchase Value thereof hath been found to amount to Eight thousand three hundred and sixty-nine Pounds Nineteen Shillings and Sixpence, or thereabouts, and the Annual Value thereof to Three hundred and nine Pounds Ten Shillings and Sixpence, or thereabouts; and the said last-mentioned Freehold and Copyhold Estate lies altogether within a Ring Fence, and is therefore more convenient for Occupation than the before-mentioned Estate at *Sharow* aforesaid: And whereas the said *George Knowles* hath proposed and consented, in case the Fee Simple and Inheritance of and in the Freehold Part of the said Estate situate at *Sharow* aforesaid shall be vested in him and his Heirs for his and their exclusive Benefit, discharged from the Uses, Trusts, Estates, Powers, Provisoos, Declarations, and Agreements mentioned or referred to in and by the said Indenture of Settlement, and in case he is released from the Covenant which he has, in and by the said Indenture of Settlement and the said Indenture of the Twenty-first Day of *January* last, entered into for surrendering the Copyhold Part of the said Estate therein mentioned, to settle his said Freehold and Copyhold Estate situate at *Humberstone Bank* and *Thruscross* aforesaid in lieu thereof, to the Uses, upon the Trusts, and for the Intents and Purposes as in and by the same Indenture of Settlement are declared or expressed of or concerning the Estate therein comprised or referred to, or such of them as are still subsisting or capable of taking effect, and without requiring any Consideration in respect of the additional Value thereof; and the said *Ann Knowles*, being the only Person now living entitled to claim any Interest in the said Settled Estate, is also consenting that such Substitution or Exchange should be effectuated; but although the same will be a Benefit and Advantage to all Persons claiming or who might hereafter claim under the said Indenture of Settlement, on account of the superior Value and Convenience of the Estate proposed to be substituted and settled as aforesaid, yet, by reason of the Trusts and Covenant aforesaid, the same cannot be effected or carried into execution without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *George Knowles* and *Ann* his Wife do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Messuages, Lands, Tenements, and Hereditaments situate, lying, and being at *Sharow* in the Parish of *Ripon* aforesaid, and particularly mentioned and described in the First Schedule to this Act annexed, together with all and every the Rights, Members, and Appurtenances whatsoever thereunto belonging or in anywise appertaining, being the Freehold and Copyhold Hereditaments comprised in the aforesaid Indenture of Settlement, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof and of every Part thereof, shall from and after the passing of

The Hereditaments described in the First Schedule vested in *George Knowles* in Fee.

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this Act be vested in, and the same are hereby from henceforth vested in the said *George Knowles*, his Heirs and Assigns, to the only Use and Behoof of him the said *George Knowles*, his Heirs and Assigns for ever, (free and discharged and absolutely acquitted, exonerated, and exempted of, from, and against all and every the Uses, Trusts, Estates, Powers, Provisoos, Declarations, and Agreements in and by the aforesaid Indenture of Settlement expressed and declared of and concerning the same,) and that the said Covenant so entered into by the said *George Knowles* in and by the aforesaid Indenture of Settlement, and the said Indenture of the Twenty-first Day of *January* last past, for surrendering the said Copyhold Part of the Hereditaments and Premises therein respectively referred to, shall from henceforth cease and be absolutely void, and the said *George Knowles* is hereby exonerated and released from the same.

The Hereditaments in the Second Schedule vested to the Uses of the Settlement in Exchange for those in the First Schedule.

II. And be it further enacted, That all and singular the Messuages, Lands, Tenements, and Hereditaments, with the Appurtenances, situate, lying, and being at *Humberstone Bank* and *Thruscross* in the Parish of *Hampsthwaite* in the said County of *York*, mentioned and described in the Second Schedule to this Act annexed, together with all and every the Rights, Members, and Appurtenances whatsoever thereunto belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof and of every Part thereof, and all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of him the said *George Knowles* of, in, to, or out of the same Premises, shall from and after the passing of this Act be vested in or settled upon the said *Richard Wormald* and *Charles Turner*, and their Heirs, to, for, and upon such and the same Uses, Trusts, Intentions, and Purposes, and charged and chargeable in the same Manner, and by, with, and under and subject to the same Powers, Provisoos, Declarations, and Agreements, as are in and by the aforesaid Indenture of Settlement mentioned, expressed, and declared of and concerning the same Messuages, Lands, Tenements, and Hereditaments therein mentioned to be thereby granted and released, and covenanted to be surrendered respectively as aforesaid, or such of them as are still subsisting and capable of taking effect, and to, for, or upon no other Use, Trust, End, Intent, or Purpose whatsoever, in lieu of and in exchange for the said Messuages, Lands, and Hereditaments comprised in the said First Schedule to this Act annexed.

Copyhold to be subject to the usual Fines and Services.

III. And be it further enacted, That such Part of the said Messuages, Lands, and Hereditaments comprised in the said First and Second Schedules to this Act as are of the Nature or Tenure of Copyhold shall remain and continue to be held subject to such Fines, Rents, and Services as are due and accustomed in respect thereof, according to the Custom of the Manor within which the same are respectively situate.

Proviso in case *George Knowles*

IV. Provided nevertheless, and be it further enacted, That in case the said *George Knowles*, his Heirs or Assigns, shall at any Time hereafter

hereafter be lawfully evicted from the peaceable and quiet Enjoyment of the said Messuages, Lands, Tenements, and Hereditaments herein-before limited to him in Fee as aforesaid, by reason of any prior Right or Title in any Person or Persons whomsoever to the same, or otherwise howsoever, then and in such Case it shall be lawful to and for the said *George Knowles*, his Heirs and Assigns, so lawfully evicted as aforesaid, immediately after such Eviction, to re-enter into and upon the said Messuages, Lands, Tenements, and Hereditaments herein-before vested and settled to, for, and upon the Uses, Trusts, Charges, Intents, and Purposes of the aforesaid in part recited Indenture of Settlement, and the Entirety of the same and every Part thereof to have, possess, and enjoy in Fee Simple; any thing herein contained to the contrary thereof in any-wise notwithstanding.

should be evicted from the Estate vested in him;

V. Provided also, and it is hereby further enacted and declared, That in case any Person or Persons who shall be entitled to any Estate, Right, Title, or Interest of, in, to, or out of the said Messuages, Lands, Tenements, and Hereditaments herein-before vested and settled to, for, and upon the Uses, Trusts, Charges, Intents, and Purposes of the aforesaid in part recited Indenture of Settlement, shall at any Time hereafter be lawfully evicted from the peaceable and quiet Possession and Enjoyment of the same Messuages, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, by reason of any prior Right or Title in any Person or Persons whomsoever to the same, or otherwise howsoever, then and in such Case it shall and may be lawful to and for the Person or Persons so lawfully evicted as aforesaid, immediately after such Eviction, to re-enter into and upon all and singular the said Messuages, Lands, Tenements, and Hereditaments herein-before limited to the said *George Knowles* in Fee as aforesaid, with their Rights, Members, and Appurtenances, and the same and every Part thereof to have again, re-possess, and enjoy as in his, her, and their first and former Estate; any thing herein contained to the contrary thereof in anywise notwithstanding.

and in case Parties entitled to the Estate hereby put into Settlement shall be evicted therefrom.

VI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *George Knowles* and his Heirs, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, Trust, or Interest under or by virtue of the said herein-before in part recited Indenture of Settlement, and the said Indenture of the Twenty-first Day of *January* last,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, or out of the said Messuages, Lands, Tenements, and Hereditaments hereby respectively vested, limited, settled, and assured or charged as aforesaid, or any Part or Parts thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

General Saving.

VII. And

Act to be
printed by
the King's
Printers.

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

The First SCHEDULE referred to by the foregoing Act.

An ESTATE situate at Sharow in the Parish of Ripon in the West Riding of the County of York.

No. on Plan.	Occupiers.	Particulars,	Tenure,	Cultivation, 1835.	Quantities in			Value per Acre.	Annual Value.	Value in Fee, being 26 Years Purchase on the Annual Value.	
					A.	R.	P.	s.	£ s. d.	£ s. d.	
1	William Smithson -	Moors -	Freehold	Arable -	7	3	21	34/	13 8 0	348 8 0	
2	Ditto -	Mires -	Ditto -	Grass -	2	1	8	26/	2 19 9	77 13 6	
2 ^a	Ditto -	Low Field -	Copyhold	Ditto -	7	1	2	47/	17 1 3	443 12 6	
3	Ditto -	Turker Pasture -	Freehold	Ditto -	7	2	32	34/	13 1 9	340 5 6	
4	Ditto -	Ditto -	Copyhold	Ditto -	3	0	0	17/	2 11 0	66 6 0	
5	Ditto -	Homestead, includ- ing House, Barn, Stables, and Out- buildings -	Freehold	-	0	2	18	-	12 0 0	312 0 0	
6	Ditto -	Grange Close -	Freehold	Arable -	7	0	1	38/6	13 9 9	350 13 6	
7	Ditto -	Ditto -	Ditto -	Ditto -	6	0	0	36/	10 16 0	280 16 0	
8	Ditto -	Moors Close -	Copyhold	Ditto -	6	0	24	34/	10 9 0	271 14 0	
14	In hand -	North Lawn -	Copyhold	Grass -	8	0	0	} 70/	64 13 0	1,680 18 0	
15	Ditto -	Part of front Lawn -	Ditto -	Ditto -	7	0	0				
16	Ditto -	East Lawn -	Freehold	Ditto -	3	1	36				
16	Ditto -	Mansion House call- ed Lucan House, including Stables, Coach-house, Out- buildings, Gar- dens, & Pleasure Grounds -	Freehold	-	3	0	0	-	110 0 0	2,860 0 0	
					A.	69	1	22	£	270 9 6	7,032 7 0
Value of the Timber on this Estate										50 0 0	
										£	7,082 7 0

Total Quantity of Freehold	-	-	-	A.	R.	P.
Ditto - Copyhold	-	-	-	37	3	36
	-	-	-	31	1	26
Acres	-	-	-	69	1	22

John Ayer, Surveyor.

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The Second SCHEDULE referred to by the foregoing Act.

An ESTATE of George Knowles, Esq., situate at Humberstone Bank and Thruscross in the Parish of Hampsthwaite in the West Riding of the County of York, not in Settlement, and by him given in Exchange for the Estate in the First Schedule.

No. on Plan.	Occupiers.	Particulars.	Tenure.	Cultivation 1835.	Quantities in	Value per Acre.	Annual Value.	Value in Fee, being 25 Years Purchase on the Annual Value.
					A. R. P.	s.	£ s. d.	£ s. d.
1	William Newbould	Allotment - -	Copyhold	Pasture -	19 3 0	6/	5 18 6	148 2 6
2	George Bentley	Ditto - -	Ditto -	Ditto -	36 1 0	5/	9 1 3	226 11 3
3	Ditto - -	Ditto - -	Ditto -	Meadow -	4 2 16	18/	4 2 9	103 8 9
4	Ditto - -	Ditto - -	Ditto -	Ditto -	4 2 25	18/	4 3 9	104 13 9
5	Ditto - -	Ditto - -	Ditto -	Pasture -	6 0 34	16/	4 19 6	124 7 6
6	William Newbould	Ditto - -	Ditto -	Ditto -	30 1 0	8/	12 2 0	302 10 0
7	Ditto - -	Ditto - -	Ditto -	Pasture -	5 2 20	20/	5 12 6	140 12 6
8	Ditto - -	Homestead, includ- ing House, Barn, Stables, and Out- buildings - -	Ditto -	Pasture -	6 0 0	- -	5 0 0	125 0 0
9	Ditto - -	Allotment - -	Ditto -	Meadow -	6 0 38	22/	6 17 3	171 11 3
10	Ditto - -	- Ditto - -	Ditto -	Pasture -	7 0 0	22/	7 14 0	192 10 0
11	George Bentley	Homestead, includ- ing House, Barn, Stables, and Out- buildings - -	Ditto -	Ditto -	4 2 28	- -	7 5 6	181 17 6
12	Ditto - -	Allotment - -	Ditto -	Meadow -	7 2 15	20/	7 11 9	189 13 9
13	Wm. Moorhouse	Allotment - -	Copyhold	Pasture -	39 1 14	3/	5 18 0	147 10 0
13 ^a	Ditto - -	Ditto - -	Ditto -	Arable -	3 0 0	10/	1 10 0	37 10 0
13 ^b	Ditto - -	Ditto - -	Ditto -	Meadow -	3 0 0	10/	1 10 0	37 10 0
14	John Daggit	Ditto - -	Freehold	Ditto -	15 2 20	18/	14 1 3	351 11 3
15	Ditto - -	Ditto - -	Ditto -	Pasture -	11 2 30	18/	10 10 3	262 16 3
16	In hand - -	Plantation - -	Ditto -	- - -	13 3 0	10/	6 17 6	171 17 6
17	John Daggit	Allotment - -	Ditto -	Pasture -	0 3 5	20/	0 15 6	19 7 6
18	Ditto - -	Ditto - -	Ditto -	Ditto -	23 2 10	20/	23 11 3	589 1 3
19	Ditto - -	Ditto - -	Ditto -	Ditto -	16 0 24	20/	16 3 0	403 15 0
20	Ditto - -	Ditto - -	Ditto -	Ditto -	29 2 15	10/	14 16 0	370 0 0
21	In hand - -	Plantation - -	Ditto -	- - -	11 0 5	10/	5 10 6	138 2 6
22	William Moor- house - -	Allotment - -	Copyhold	Meadow -	6 1 34	25/	8 1 6	201 17 6
23	Ditto - -	Homestead, includ- ing House, Stables, and Outbuildings -	Ditto -	Pasture -	5 1 19	- -	7 0 6	175 12 6
24	John Daggit	Allotment - -	Freehold	Ditto -	21 1 27	12/	12 17 0	321 5 0
24 ^a	Ditto - -	Road - -	Ditto -	- - -	1 0 10	-	-	-
25	In hand - -	Garden - -	Ditto -	Arable -	0 2 30	30/	1 0 6	25 12 6
26	Ditto - -	Plantation - -	Ditto -	- - -	4 2 20	9/	2 1 6	51 17 6
27	John Daggit	Paddock - -	Ditto -	Pasture -	2 3 20	22/	3 3 3	79 1 3
28	Ditto - -	Homestead, includ- ing House, Barns, Stables, and Out- buildings - -	Ditto -	- - -	0 1 25	- -	5 0 0	125 0 0
29	Ditto - -	Road - -	Ditto -	- - -	0 2 36	-	-	-
30	Ditto - -	Allotment - -	Ditto -	Meadow -	10 3 27	22/	12 0 3	300 6 3
31	In hand - -	Plantation - -	Ditto -	- - -	4 0 5	5/	1 0 0	25 0 0
32 & 39 }	John Daggit	Allotment - -	Ditto -	Pasture -	71 0 0	3/	10 13 0	266 5 0
33	Ditto - -	Ditto - -	Ditto -	Meadow -	4 1 2	20/	4 5 3	106 11 3
34	Ditto - -	Ditto - -	Ditto -	Pasture -	0 0 20	20/	0 2 6	3 2 6
35	Ditto - -	Ditto - -	Ditto -	Ditto -	0 2 20	20/	0 12 6	15 12 6
36	Ditto - -	Ditto - -	Ditto -	Ditto -	5 3 9	20/	5 16 0	145 0 0
37	In hand - -	Plantation - -	Ditto -	- - -	2 3 26	10/	1 9 0	36 5 0
38	John Daggit	Allotment - -	Ditto -	Pasture -	1 0 32	22/	1 6 6	33 2 6
40	In hand - -	Plantation - -	Ditto -	- - -	1 1 5	10/	0 12 9	15 18 9
41	John Daggit	Allotment - -	Ditto -	Pasture -	15 1 19	18/	13 16 6	345 12 6
42	In hand - -	Plantation - -	Ditto -	- - -	0 3 20	10/	0 8 9	10 18 9

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No. on Plan.	Occupiers.	Particulars.	Tenure.	Cultivation, 1835.	Quantities in	Value per Acre.	Annual Value.	Value in Fee, being 25 Years Purchase on the Annual Value.
					A. R. P.	s.	£ s. d.	£ s. d.
43	John Daggit	- Allotment -	- Freehold	- Meadow -	1 1 14	25/	1 13 6	41 17 6
44	John Daggit	- Ditto -	- Ditto	- Ditto -	4 1 10	25/	5 7 9	134 13 9
45	Ditto	- Ditto -	- Ditto	- Pasture -	12 1 4	15/	9 4 0	230 0 0
46	Ditto	- Ditto -	- Ditto	- Ditto -	0 1 36	15/	0 7 0	8 15 0
47	In hand	- Plantation -	- Ditto	- - -	8 1 12	10/	4 3 3	104 1 3
48	Ditto	- Ditto -	- Ditto	- - -	1 1 18	10/	0 13 6	16 17 6
49	John Daggit	- Allotment -	- Ditto	- Pasture -	28 3 32	5/	7 4 9	180 18 9
50	In hand	- Plantation -	- Ditto	- - -	11 0 35	5/	2 16 0	70 0 0
62	Ditto	- Ditto -	- Ditto	- - -	2 1 11	5/	0 11 6	14 7 6
63 & 64	John Daggit	- Allotment -	- Ditto	- Pasture -	18 3 2	8/	7 10 0	187 10 0
					557 2 39	-	312 10 6	7,813 2 6
Value of the Timber on this Estate							-	631 17 0
Deduct a yearly Rent Charge of £3, payable out of the above Estate to Jebson's Hospital in Ripon, at 25 Years Purchase							3 0 0	8,444 19 6
							£ 309 10 6	75 0 0
								8,369 19 6
Total Quantity of Land, Freehold					A. R. P.			
Ditto - - Copyhold					361 2 56			
Acres					196 0 3			
					557 2 39			

John Ayer, Surveyor.

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