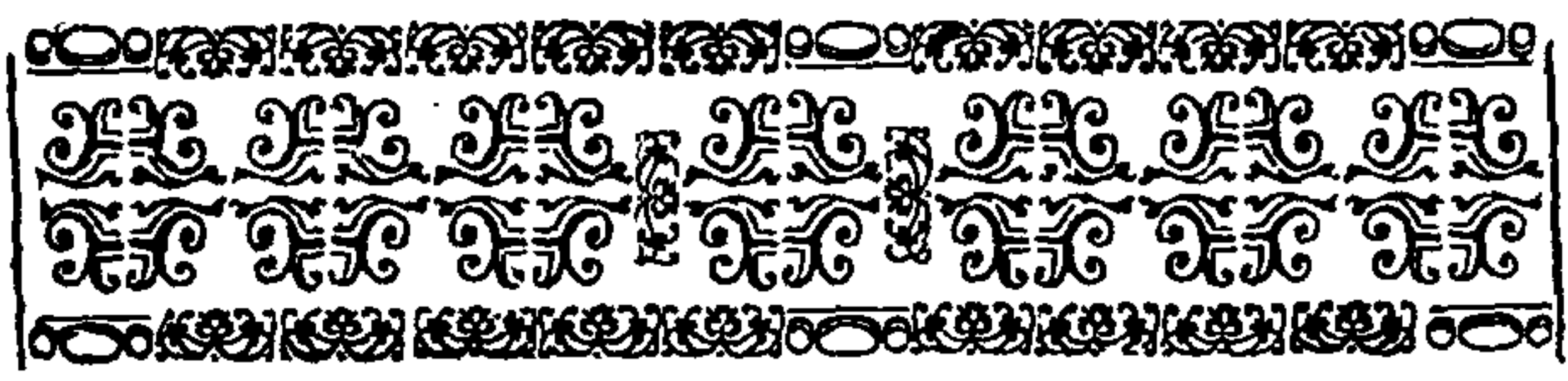


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Selling Part of the settled Estates of *Robert Dolman*, Esquire, in *Pocklington* and elsewhere, in the County of *York*, for discharging the Debts and Incumbrances of himself and *Robert Dolman* the younger, his eldest Son, affecting the same; and for making Provision for *Robert Dolman* the younger, and for the younger Children of *Robert Dolman* the elder.



Whereas *Robert Dolman*, late of *Pocklington*, in the County of *York*, Esquire, deceased, by his last Will, bearing Date on or about the Twenty-first Day of *January* One thousand Seven hundred and Twenty-nine, devised all his Manors of *Pocklington* aforesaid and *Waplinton*, in the aforesaid County of *York*, and all the Messuages, Lands, Tenements, Rents, and other Hereditaments whatsoever, of him the said *Robert Dolman* the Testator, in *Pocklington* and *Waplinton* aforesaid, and

Recitals:
21 Jan. 1759.
Will of Rob.
Dolman, Esq;
deceased.

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in

in *Bishops Wilton, Yealborpe, Bealby, and Burnby*, in the said County, or any of them, to Trustees and their Heirs, to the Use of his Cousin *Robert Dolman*, of *Hemsley*, in the County of *York*, Son of *William Dolman* of *Reading*, in the County of *Berks*, Gentleman, now called *Robert Dolman* the elder, of *Pocklington* aforesaid, for his Life; with Remainder to the said Trustees and their Heirs, in Trust to preserve the contingent Uses and Remainders therein after limited; with Remainder to the First and other Sons of the same *Robert Dolman* the Devisee successively in Tail Male, and with divers Remainders over; and the said Testator thereby gave Power to the said *Robert Dolman* the elder to make a Jointure, to any Woman he might marry, of One hundred Pounds *per Annum* for every One thousand Pounds received as her Marriage Portion :

10 Aug. 1733.
Jointure to
Ann Dolman
the elder.

And whereas after the Death of the said Testator, the said *Robert Dolman* the Devisee (now called *Robert Dolman* the elder) intermarried with *Ann* his Wife; and by his Deed Poll, bearing Date on or about the Tenth Day of *August* One thousand Seven hundred and Thirty-three, in Consideration of One thousand Pounds which he thereby acknowledged to have received with her in Marriage, he limited and appointed to her the said *Ann* an Annuity of One hundred Pounds *per Annum*, to be issuing out of the said Manors and Estates, for Life, for her Jointure; and the said *Robert Dolman* the elder has Issue by the said Marriage *Robert Dolman* the younger, his eldest Son and Heir apparent, and *William Dolman*, *Ann Dolman*, and *Catherine Dolman*, his Three younger Children; and the said *Robert Dolman* the elder had also Issue another Son named *Richard*, who is dead without Issue :

23 Geo. II.
Act for raising
2000l.

And whereas by an Act passed during the Minority of the said *Robert Dolman* the younger, in the Twenty-third Year of his late Majesty's Reign, intituled, " *An Act for empowering Trustees to raise Money out of the settled Estates of Robert Dolman, Esquire, for discharging several Debts and Sums of Money contracted for and borrowed by him*, the said Manors, Messuages, Lands, Tenements, and Hereditaments, so devised by the said Will as aforesaid, were vested in and settled upon *Henry Waite* of the City of *York*, Gentleman, and *Charles Cross* of *Pocklington* aforesaid, Merchant, their Executors, Administrators, and Assigns, for a Term of One thousand Years, commencing from the First Day of *May* One thousand Seven hundred and Fifty, upon Trust, by Mortgage or Sale of the Premises therein comprised, to raise Money, not exceeding Two thousand Pounds, for the Purposes therein mentioned :

5 April 1756,
Mortgage to
John Tempest, Esq; for
2000l.

And whereas the said *Robert Dolman* the elder accordingly borrowed the said Sum of Two thousand Pounds of *John Tempest*, Esquire; and for securing the Re-payment thereof, with Interest, the said Term of One thousand Years was by Indenture Tripartite, bearing Date on or about the Fifth Day of *April* One thousand Seven hundred and Fifty-six, assigned to the said *John Tempest*, his Executors or Administrators :

And

And whereas the said *Robert Dolman* the elder, during the Minority of the said *Robert Dolman* the younger, had contracted other Debts to the Amount of One thousand Pounds; to discharge which the said *Robert Dolman* the elder had agreed to borrow the like Sum of the said *John Tempest*, to be secured by Mortgage of the said Manors and Estates as soon as the said *Robert Dolman* the younger should come of Age; and the said *Robert Dolman* the younger was prevailed upon to join in the making such Mortgage immediately after he came of Age, and accordingly the said *Robert Dolman* the elder and *Robert Dolman* the younger, by another Indenture Tripartite, bearing Date upon the same Fifth Day of *April* One thousand Seven hundred and Fifty-six, demised the same Manors and Estates to *Stephen Crofts*, Esquire, his Executors and Administrators, for a new Term of Two thousand Years, in Trust, for better securing to the said *John Tempest*, his Executors or Administrators, as well the first-borrowed Sum of Two thousand Pounds, as also the further Sum of One thousand Pounds and Interest, as therein mentioned:

5 April 1756.
Mortgage in
Trust for
Tempest for
1000l.

And whereas by One other Indenture of Four Parts, bearing Date on or about the Seventh Day of the same Month of *April* One thousand Seven hundred and Fifty-six, and expressed to be made between the said *Robert Dolman* the elder and *Robert Dolman* the younger, of the First Part; *Nicholas Sugar*, of the Second Part; *Abram Hancock* and *Thomas Buckle*, of the Third Part; and *William Brigham* and *George Reynoldson*, of the Fourth Part; the said *Robert Dolman* the elder and *Robert Dolman* the younger (voluntarily and of his own free Will, and without any Manner of Consideration whatsoever received by him the said *Robert Dolman* the younger) joined in conveying the said Manors of *Pecklington*, *Waplington*, and *Beilby* aforesaid, and all their Messuages, Lands, Tenements, and Hereditaments, in *Pocklington*, *Waplington*, and *Beilby* aforesaid, and in *Bishops Wilton*, *Yealtborpe*, and *Burnby* aforesaid, or elsewhere in the County of *York*, to the said *Hancock* and *Buckle* and their Heirs, to the Intent that a common Recovery might be suffered of and for the same Estates (which common Recovery was suffered accordingly) and the said *Robert Dolman* the elder and *Robert Dolman* the younger thereby declared, that such common Recovery, when suffered, should enure to the Uses following; to wit, In the First place, to the Use of the said *John Tempest*, his Executors, Administrators, and Assigns, for the Residue of the said Term of One thousand Years, which had been assigned to him by the first-mentioned Indenture Tripartite, of the Fifth Day of *April* One thousand Seven hundred and Fifty-six, for securing the Sum of Two thousand Pounds and Interest; and subject thereto, to the Use of the said *Stephen Crofts* for the Remainder of the said other Term of Two thousand Years, so vested in him by the second-mentioned Indenture Tripartite, of the same Fifth Day of *April* One thousand Seven hundred and Fifty-six, in Trust for the said *John Tempest*, for securing the said further Sum of One thousand Pounds borrowed of him by the said *Robert Dolman* the elder as aforesaid; and subject

7 April 1756.
Deed to lend
the Uses of a
Recovery.

ject to the said Terms, to the Uses declared by another Indenture Tripartite, then intended to bear equal Date with the said Indenture of Four Parts (but not executed till some time afterwards) and to be made between the said *Robert Dolman* the elder and *Robert Dolman* the younger, of the First Part; the Reverend *John Fountayne*, Doctor in Divinity, Dean of *York*, of the Second Part; and *William Read*, Esquire, of the Third Part; whereby all the said Estates at *Pocklington* aforesaid were made liable to the Payment of Two Rents, of One hundred Pounds and Fifteen Pounds, after-mentioned, and after Payment of the said Two Sums of Two thousand Pounds and One thousand Pounds, and subject to the Uses of the last-mentioned Indenture, the said Recovery was further declared to enure to the Use of the said *Robert Dolman* the elder for Life, without Impeachment of Waste; with Remainder to the said *Robert Dolman* the younger for Life, without Impeachment of Waste; with Remainder to Trustees to preserve contingent Uses; Remainder to the First and other Sons of the said *Robert Dolman* the younger successively in Tail Male; with Remainder to the said *Richard Dolman* (since dead without Issue) in like Manner; with Remainder to the said *William Dolman* for Life, with like Remainders to his Male Issue; and with Remainder in Fee to the right Heirs of the said *Robert Dolman* the elder, with Powers for the said *Robert Dolman* the elder and *Robert Dolman* the younger, or the Survivor of them, to borrow a further Sum of One thousand Pounds, and to charge it upon the same Estates, without Prejudice to former Incumbrances; and for the said *Robert Dolman* the elder, by Deed or Will, to charge the said Estates with One thousand Five hundred Pounds for Portions for his younger Children, payable at such Times as he should appoint; and with further Powers for the said *Robert Dolman* the younger, and the other Sons of the said *Robert Dolman* the elder (as they should successively be in Possession) to settle upon their Marriage and charge upon the said Estates a Jointure of Eighty Pounds *per Annum* for every One thousand Pounds received with their Wives; and further to charge the same with One thousand Five hundred Pounds for their younger Children, and to make Leases of the same Estates in such Manner as in the said Indenture of Four Parts is particularly mentioned:

30 Geo. II.
Act for inclosing the
Township of
Pocklington.

Rents to the
Dean of
York, 100l.

And whereas by an Act, passed in the Thirtieth Year of the Reign of his said late Majesty, intituled, "An Act for establishing and rendering effectual Articles of Agreement for dividing the open Fields and common Grounds in *Pocklington*, in the County of *York*," It was enacted, that the said Fields and Commons should be inclosed in Manner therein mentioned, and that after such Inclosure the yearly Rent of One hundred Pounds should be vested in the said Dean of *York* and his Successors, and their respective Lessees, to be issuing out of some Part of the Estates of the said *Robert Dolman* the elder and *Robert Dolman* the younger in *Pocklington* aforesaid (not exceeding the yearly Value of One hundred and Fifty Pounds) as the said Dean of *York* or his Successors, or his or their Lessees of the Rectorial Tythes of *Pocklington* aforesaid for the Time being,

being, should chuse and appoint; which Rent was thereby made payable to the said Dean and his Successors, Rectors of the Church of *Pocklington* aforesaid, or their Lessees, in lieu of all his Common Right, Rectorial or Improprate Tythes, in *Pocklington* aforesaid; and One other yearly Rent of Fifteen Pounds was thereby also charged upon the same Lands, which should be charged with the said Rent of One hundred Pounds *per Annum* to be payable to the said Dean of *York* and his Successors, Rectors of *Pocklington* aforesaid, in lieu of the Tythes of Wool and Lamb arising within the said Township; and the said Two Rents being so charged upon the Estates of the said *Robert Dolman* the elder and *Robert Dolman* the younger, Provision was made by the said Act for charging the Estates of the other Proprietors in *Pocklington* aforesaid with the Payment of such yearly Rents as the Commissioners for executing the said Act should ascertain to the said *Robert Dolman* and the Lords of the Freehold Manor of *Pocklington* for the Time being, in Contribution to and towards making up the said gross Rents charged upon him and payable to the said Dean of *York* as aforesaid; which Rents the said Commissioners were to ascertain and apportion by their Award, and the said Commissioners have accordingly executed their said Award, bearing Date on or about the Eighteenth Day of *April* One thousand Seven hundred and Fifty-nine, and thereby ascertained such contributory Rents at the yearly Sum of Seventy-three Pounds Eight Shillings and Eight Pence, and apportioned the same amongst all the other Proprietors of Lands in the said Township.

Ditto 151.

10 Apr. 1759
73l 8s 8d
Rents made payable to Mr. Dolman senior.

And whereas the said Dean of *York* or his Lessees have not elected any particular Part of the said *Robert Dolman* the elder and *Robert Dolman* the younger's Estates to be charged with the said Rents of One hundred Pounds and Fifteen Pounds, as by the said Act was intended (the Whole of the said Estates being then subject to prior Incumbrances); for which Reason the said Two Rents are, by an Agreement between the said Dean of *York* and *William Read*, Esquire, his Lessee, and the said *Robert Dolman* the elder and *Robert Dolman* the younger, made and entered into, in and by a certain Indenture Tripartite (which is the same Indenture Tripartite mentioned and referred to in the said Indenture of Four Parts of the Seventh of *April* One thousand Seven hundred and Fifty-six, and which was then intended to have borne even Date with the said Indenture of Four Parts, but was not executed till afterwards, and bears Date on or about the Twelfth Day of *February* One thousand Seven hundred and Fifty-nine) made chargeable by way of Annuities upon all the said Manors and Estates of the said *Robert Dolman* the elder and *Robert Dolman* the younger at large:

12 Feb. 1759.
The Dean of York's collateral Security

And whereas the said *Robert Dolman* the elder and *Robert Dolman* the younger, by One other Indenture, bearing Date on or about the Twenty-first Day of *November* One thousand Seven hundred and Fifty-seven, made between them the said *Robert Dolman* the elder and *Robert Dolman* the younger, of the one Part, and *Elizabeth Musgrave* of the

21 Nov. 1757.
8 June 1759.
Mortgage to Mu grave.
Assignment to Houghton for City

City of *York*, Spinster, of the other Part; in Consideration of Six hundred Pounds to them lent by the said *Elizabeth Musgrave*, did give and demise all and singular the said Manors and Estates to the said *Elizabeth Musgrave*, for a Term of Three thousand Years, redeemable on Payment of Six hundred Pounds and Interest; and in order to pay off and discharge the said Six hundred Pounds, and to furnish the said *Robert Dolman* the elder with another Sum of Money, the said *Robert Dolman* the younger was prevailed upon to join with the said *Robert Dolman* the elder in borrowing the Sum of One thousand Pounds of *George Haughton* of the City of *York*, Gentleman; for securing the Repayment whereof, the said *Elizabeth Musgrave*, *Robert Dolman* the elder, and *Robert Dolman* the younger, in and by one other Indenture, bearing Date the Eighth Day of *June* One thousand Seven hundred and Fifty-eight, assigned, transferred, granted, and confirmed all the said Manors and Premises, subject to the said prior Incumbrances, to the said *George Haughton*, his Executors, Administrators, and Assigns, for the Remainder of the said Term of Three thousand Years, redeemable on Payment of the said One thousand Pounds and Interest:

16 Mar. 1759.
Mortgage to
Lee, in Trust.

And whereas the said *Robert Dolman* the younger having in Manner aforesaid joined with his said Father in charging the said Manors and Estates with Debts to the Amount of Four thousand Pounds, and having no further Power of borrowing Money under the Settlement of the Seventh of *April* One thousand Seven hundred and Fifty-six, and the said *Robert Dolman* the elder having, before the Sixteenth Day of *March* One thousand Seven hundred and Fifty-nine, contracted a great Number of further Debts on Bonds, Notes, and simple Contract, to the Amount of Two thousand Pounds and upwards, for Part whereof the said *Robert Dolman* the younger had become jointly engaged, the said *Robert Dolman* the elder and the said *Robert Dolman* the younger (at the Request of his said Father) in order to give such Creditors all the Satisfaction and Security in their Power, did by Indenture, bearing Date on or about the said Sixteenth Day of *March* One thousand Seven hundred and Fifty-nine, demise unto *Thomas Mitchell* of the City of *York*, Gentleman, since deceased, and *John Lee* the elder of *Pocklington* aforesaid, the said Manors, Messuages, Lands, Tenements, and Hereditaments, and also the said Seventy-three Pounds Eight Shillings and Eight Pence contributory Tythe Rents, for a Term of Two hundred Years, upon the Trusts following (that is to say) In the First place to apply the Rents and Profits of all the said Manors, Estates, and Rents, in Payment of the Interest of the said several Mortgages for Four thousand Pounds; and after such Interest paid, to keep down the said Two Rents to the Dean of *York* and his Successors, and a certain Fee-farm Rent of Nine Pounds *per Annum*, issuable out of the said Premises and payable to the then Earl of *Egremont*; and after such Payments to divide a clear Sum of Two hundred Pounds, on the Fifth Day of *April* yearly, amongst the Creditors of the said *Robert Dolman* the elder and *Robert Dolman* the younger, who should sign and seal the said Indenture, rateably in proportion to their respective

respective Debts, until such Debts with Interest (as to such as carried Interest) should be fully paid; and after such Payments, upon Trust to pay the Surplus to the said *Robert Dolman* the elder for his Life, and after his Decease to the said *Robert Dolman* the younger, or the Person then seized of the immediate Freehold in Possession of the said Premises, and upon Trust that if all such Debts should be paid within the said Term, the Remainder of the said Term should be assigned to the said *Robert Dolman* the elder and the said *Robert Dolman* the younger, or to the next Person seized of the Freehold in Possession of the said Premises, or as they or he should direct; and the said *Robert Dolman* the elder did thereby covenant not to raise the One thousand Five hundred Pounds for his younger Children, without the Consent in Writing of them the said Trustees:

And whereas the said *William Dolman*, who was in his Minority at the Time of making the said last-mentioned Indenture, after he had attained his Age of Twenty-one Years, was prevailed upon to confirm the said Two hundred Years Term; which he accordingly did confirm by Indenture, bearing Date on or about the Eighteenth Day of *June* One thousand Seven hundred and Fifty-nine:

1 June 1759
Confirmation
by W. Dol-
man.

And whereas in the Year One thousand Seven hundred and Fifty-nine a Treaty of Marriage being on Foot between the said *Robert Dolman* the younger and *Peggy* his Wife, then called *Peggy Reynolds*, it was agreed between the said *Robert Dolman* the elder and *Thomas Reynolds*, Gentleman, the said *Peggy's* Father, that the said *Robert Dolman* the elder should, on the said Marriage taking Effect, give up to and settle upon the said *Robert Dolman* the younger, and his said Wife and their Issue, an Estate in Possession of the yearly Value of Two hundred and Forty-two Pounds Twelve Shillings and Three Pence, and other Estates in Reversion; and in Consideration thereof the said *Thomas Reynolds* agreed to advance and pay down to the said *Robert Dolman* the elder the Sum of Two thousand Pounds, on his making the said Settlement; and accordingly in and by certain Articles of Agreement of Five Parts, bearing Date on or about the Eighth Day of *October* One thousand Seven hundred and Fifty-nine, and expressed to be made between the said *Robert Dolman* the elder, *Robert Dolman* the younger, and *William Dolman*, of the First Part; the said *Thomas Reynolds* of the Second Part; the said *Peggy Dolman*, by the Name of *Peggy Reynolds*, Daughter of the said *Thomas Reynolds*, of the Third Part; the said *Brigham and Reynoldson* of the Fourth Part; and *Anthony Tiffington* and *George Norman* of the Fifth Part; the said *Robert Dolman* the elder, *Robert Dolman* the younger, and *William Dolman*, in Consideration of the said Marriage, and of the said Sum of Two thousand Pounds, thereby contracted and covenanted to be paid by the said *Thomas Reynolds* to the said *Robert Dolman* the elder, did covenant to convey Part of the said settled Estates in *Pocklington* aforesaid of the yearly Value of Two hundred and Forty-two Pounds Twelve Shillings and Three Pence (therein particularly

8 Oct. 1759.
Marriage Ar-
ticles of Rob.
Dolman jun.

particularly mentioned and specified) to the said *Brigham* and *Reynoldson* and their Heirs, to the Use of the said *Robert Dolman* the younger for Life; Remainder to Trustees, to preserve contingent Uses; Remainder to *Peggy* the Wife of the said *Robert Dolman* the younger for Life, in lieu of Dower; Remainder to Trustees, to preserve contingent Uses; Remainder to said *Tiffington* and *Norman* for One thousand Years; Remainder to the First and other Sons of the said Marriage successively in Tail Male; Remainder to all the Daughters of the said Marriage in Tail as Tenants in common; Remainder to the said *Robert Dolman* the younger in Fee; and the said Term of One thousand Years was declared to be limited in Trust for raising Two thousand Pounds for Portions of younger Children of the said Marriage; and the said *Robert Dolman* the elder, *Robert Dolman* the younger, and *William Dolman*, did thereby further covenant to convey the Residue of the said settled Estates to such Uses as the said *Robert Dolman* the elder and the said *Robert Dolman* the younger should by their joint Deed appoint, with Remainder, for want of such Appointment, to the said *Robert Dolman* the elder for Life; Remainder to the said *Robert Dolman* the younger in Fee, subject to the several Charges and Incumbrances affecting the same Premises before stated; and after taking Notice of the Inability of the said Parties to carry into Execution the said Settlement, it was agreed to apply to Parliament, at the Costs of the said *Robert Dolman* the younger, for an Act or Acts to empower them to make the same accordingly :

Marriage of
R. Dolman
jun. and Issue
thereof.

And whereas in pursuance of the said Articles of Agreement, and in Confidence that the same would have been in all Respects carried into Execution, according to the true Intent and Meaning thereof, the said *Robert Dolman* the younger intermarried with the said *Peggy Reynolds*, his now Wife, on or about the Thirteenth Day of *October* One thousand Seven hundred and Fifty-nine, and has had Issue by her One Son and One Daughter, who are now both living; but the Two thousand Pounds, agreed to be paid as the Marriage Portion of the said *Peggy Dolman*, has not been paid by the said *Thomas Reynolds*, pursuant to the said Articles of Agreement, and the said *Thomas Reynolds* is become so greatly reduced in his Circumstances, that he is at present incapable of paying the same; neither have the said Articles been carried into Execution in any respect on the Part of the said *Robert Dolman* the elder, nor has any Provision been hitherto made for the Maintenance and Support of the said *Robert Dolman* the younger and his Family, except only that the said *Robert Dolman* the elder hath by Indenture, bearing Date on or about the Twenty-fifth Day of *May* One thousand Seven hundred and Sixty-four, conveyed to the said *Robert Dolman* the younger all the equitable Estate and Interest of him the said *Robert Dolman* the elder in and to the said Annuity of Two hundred Pounds *per Annum*, granted to the said *Thomas Mitchell* and *John Lee* the elder by the said Indenture of the Sixteenth Day of *March* One thousand Seven hundred and Fifty-nine, for Payment of the Debts thereby secured, by granting to the said *Robert Dolman* the younger, during the Life of the said *Robert Dolman* the elder, a like Annuity

Annuity of Two hundred Pounds *per Annum*, issuable out of all the said Manors and Estates, subject to the said first-mentioned Annuity, and to the other prior Incumbrances affecting the same Estates; but the Provision intended to be made by the said Indenture of the Twenty-fifth Day of *May* last past hath been hitherto totally ineffectual, by reason of the Debts and Incumbrances affecting the said first-mentioned Annuity, neither can the said *Robert Dolman* the younger reap any Benefit or Advantage thereby, unless the Whole of such Debts could and should be discharged.

AND WHEREAS the clear Remainder of the Rents and Profits of all Preamble. the said Manors and Estates, after paying the Interest of the said Four thousand Pounds, the said Annuities of One hundred Pounds and Fifteen Pounds *per Annum*, the said Fee-farm Rent of Nine Pounds *per Annum* and the said Trust Annuity of Two hundred Pounds *per Annum* is very inconsiderable, and scarcely sufficient for the Support and Maintenance of the said *Robert Dolman* the elder and *Ann* his Wife, and the said *William Dolman*, *Ann Dolman*, and *Catherine Dolman* their Children, by reason whereof it is not only utterly impossible for the said *Robert Dolman* the elder, *Robert Dolman* the younger, and *William Dolman*, to carry the said Articles of the Eighth of *October* One thousand Seven hundred and Fifty-nine into Execution, in case the said Two thousand Pounds should ever hereafter be paid by the said *Thomas Reynolds*; but the said *Robert Dolman* the elder is also utterly incapable to raise the said Fifteen hundred Pounds for the Portions of the said *William Dolman*, *Ann Dolman* the younger, and *Catherine Dolman*, his younger Children, or to make any other Provision for their Maintenance, or for fixing and settling the said *William Dolman* in the Trade or Business to which he has been brought up, or to make any effectual Provision for the Support of the said *Robert Dolman* the younger, his Wife and Family, or for the Education of their Children during the Life of him the said *Robert Dolman* the elder, notwithstanding that the said *Robert Dolman* the younger hath been induced and influenced, in order to pay his Father's Debts, and to make some Provision for his Brother and Sisters, and without any other Consideration, to join in making or confirming the several Incumbrances herein before recited, to the Amount of Seven thousand Five hundred Pounds or thereabouts, by means whereof the said *Robert Dolman* the younger and his Family, and the younger Children of the said *Robert Dolman* the elder, are and must remain in the greatest Distress, deprived of all Means of Subsistence, unless the said Debts and Incumbrances can be discharged by raising a Sum of Money out of the said Estates for that Purpose, by Mortgage and Sale thereof, or of a competent Part thereof; But, by reason of the Limitations contained in the said Indenture of Four Parts of the Seventh of *April* One thousand Seven hundred and Fifty-six, and in the said Indentures of the Twelfth of *February* and Sixteenth of *April* One thousand Seven hundred and Fifty-nine, and of the Covenants and Agreements contained in the said Marriage Articles of the Eighth of
C *October*

October One thousand Seven hundred and Fifty-nine, the same cannot be effected without the Aid of an Act of Parliament ;

Wherefore Your MAJESTY's most dutiful and loyal Subjects the said *Robert Dolman* the younger and *Peggy* his Wife, *Robert Dolman* the elder and *Ann* his Wife, *William Dolman*, *Ann Dolman* the younger, and *Catherine Dolman*,

Do most humbly beseech Your most Excellent 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 the aforesaid Manors or Lordships of *Pocklington*, *Waplinton*, and *Beilby*, in the said County of *York*, with their and every of their Rights, Members, and Appurtenances, and all those the aforesaid Rents amounting to the Sum of Seventy-three Pounds Eight Shillings and Eight Pence or thereabouts yearly, and made payable to the said *Robert Dolman* the elder and the Lords of the Freehold Manor of *Pocklington* aforesaid for the Time being, by Force and Virtue of the said recited Act of Parliament of the Thirtieth Year of his late Majesty's Reign; and all the Messuages, Lands, Tenements, Rent, Revenues, and other Hereditaments whatsoever in *Pocklington*, *Waplinton*, and *Beilby* aforesaid, and in *Bishops Wilton*, *Yealsborpe*, and *Burnby* aforesaid, and elsewhere in the said County, which in and by the said recited Will of the said *Robert Dolman*, deceased, were devised and limited to the Uses or for the Purposes therein mentioned, or whereof any Use or Uses was or were limited, declared, or appointed, or was or were covenanted, agreed, or directed so to be in or by the said Two recited Acts of Parliament of the Twenty-third and Thirtieth Years of the Reign of his late Majesty King *George* the Second, the said recited Indenture of Four Parts of the Seventh Day of *April* One thousand Seven hundred and Fifty-six, the said Two other recited Indentures of the Twelfth Day of *February* and Sixteenth Day of *April* One thousand Seven hundred and Fifty-nine, or the said Articles of Agreement of the Eighth Day of *October* One thousand Seven hundred and Fifty-nine, or any or either of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the same Premises, shall, from and after the Third Day of *April* One thousand Seven hundred and Sixty-five, be vested in and settled upon, and the same are hereby vested in and settled upon, *Edmund Wilson* of the *Middle Temple*, *London*, and *John Hutton* of *Gainsborough*, in the County of *Lincoln*, and their Heirs and Assigns, to the Use and Behoof of them the said *Edmund Wilson* and *John Hutton*, their Heirs and Assigns for ever, subject to the said Two Terms of One thousand Years and Two thousand Years herein before-mentioned to have been respectively assigned to and created and vested in Trust for the said *John Tempest*, his Executors and Administrators, by Two several Indentures, each bearing Date on the Fifth Day of *April* One thousand Seven hundred

All the said Estates vested in Trustees.

Subject to 2000 Years and 1000 Years Terms,

dred and Fifty-six, and to the principal Sums of Three thousand Pounds and One thousand Pounds, and the Interest thereof thereby respectively intended to be secured; subject likewise to the said Two annual Rents of One hundred Pounds and Fifteen Pounds *per Annum* created by the said recited Act of the Thirtieth Year of the Reign of his said late Majesty, and to the said recited Indenture of the Twelfth Day of *February* One thousand Seven hundred and Fifty-nine, made for better securing the Payment thereof (save only as such Security may be herein after varied, and under the Directions herein after to be established concerning the same Annuities) and subject to the said Term of Three thousand Years herein before mentioned to have been assigned to and vested in the said *George Haughton*, his Executors and Administrators, by the said recited Indenture of the Eighth of *June* One thousand Seven hundred and Fifty-eight, and to the principal Sum of One thousand Pounds, and the Interest thereof, thereby also intended to be secured, and to the said Term of Two hundred Years herein before mentioned to have been vested in the said *Thomas Mitchell* and *John Lee*, their Executors and Administrators, by the said recited Indenture of the Sixteenth Day of *April* One thousand Seven hundred and Fifty-nine, and to the principal Money and Interest intended to be thereby also secured; and subject also to all and every the Uses, Trusts, Powers, and Limitations, expressed, declared, mentioned, or contained in the said recited Indenture of Four Parts of the Seventh of *April* One thousand Seven hundred and Fifty-six, and in the said other recited Indenture of the Sixteenth Day of *April* One thousand Seven hundred and Fifty-nine, and in the said Articles of Agreement of the Eighth of *October* One thousand Seven hundred and Fifty-nine, for the Support and Confirmation of the said several Terms of Two thousand Years, One thousand Years, Three thousand Years, and Two hundred Years, or of any of them, or for better securing the Payment of the several Sums of Money thereby respectively secured, or the Interest thereof, or the said Two annual Rents of One hundred Pounds and Fifteen Pounds, or either of them (save only as herein before is saved and reserved with respect to the said Two annual Rents); but nevertheless freed and discharged, and hereby absolutely exonerated, exempted, and acquitted, of, from, and against all and every other the Estates, Uses, Trusts, Jointures, Intails, Terms for Years, Charges, Incumbrances, Powers, Provisoes, Limitations, and Contingencies in the said herein before recited Indenture of the Seventh Day of *April* One thousand Seven hundred and Fifty-six created, limited, expressed, and declared, and in the said recited Articles of Agreement of the Eighth Day of *October* One thousand Seven hundred and Fifty-nine, covenanted or agreed to be created, limited, expressed, or declared of and concerning the same Manors, Estates, Rents, Hereditaments, and Premises, or any of them, and freed and discharged also hereby, and by Force and Virtue of this Act, of, from, and against all Title, Claim, and Demand, both at Law and in Equity, of the said *Robert Dolman* the elder and *Ann* his Wife, *Robert Dolman* the younger and *Peggy* his Wife, *William Dolman*, *Ann Dolman* the younger, and *Catherine Dolman*, and all and every Son

and to the
Dean's An-
nuities;

and to the
3000 Years
Term;

but discharg'd
of all other
Titles and
Estates.

Son and Sons, Daughter and Daughters of the Bodies of the said *Robert Dolman* the younger and *Peggy* his Wife begotten or to be begotten, and the respective Heirs Male of the Body and Bodies of all and every such Son and Sons, and the several Heirs of the Body and Bodies of all and every such Daughter and Daughters respectively issuing, and of all and every Son and Sons of the respective Bodies of the said *Robert Dolman* the younger and *William Dolman* begotten or to be begotten, and the respective Heirs Male of the Bodies and Body of all and every such Son and Sons issuing, and all and every other Person and Persons, his, her, or their or any of their Heirs, Executors, or Administrators (except the said *John Tempest* and *Stephen Crofts* his Trustee, the said Dean of *York*, and *William Read* his Lessee, the said *George Houghton* and *John Lee* the elder, and all Persons claiming under them, severally and respectively) who now have or lawfully claim, or at any time hereafter might have or could claim, any Estate, Right, Title, or Interest, of, in, to, or out of the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, hereby vested in the said *Edmund Wilson* and *John Hutton*, and their Heirs as aforesaid, or any Part thereof, by, from, or under the said herein before recited Indenture of Four Parts of the Seventh of *April* One thousand Seven hundred and Fifty-six, and Articles of Agreement of the Eighth of *October* One thousand Seven hundred and Fifty-nine, or either of them.

Declaration of
the Trust.

To pay the
Rents to the
Persons now
intitiled there-
to, till the
Debts on the
200 Years
Term are dis-
charged.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments hereby settled upon and vested in the said *Edmund Wilson* and *John Hutton* and their Heirs as aforesaid, are so settled and vested in them upon the special Trusts and Confidences herein after mentioned; that is to say, upon Trust, that the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, or the Heirs of such Survivor, do and shall permit and suffer all the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments so vested in them and their Heirs as aforesaid, to be had, received, and taken by the same Person and Persons who by virtue of the said recited Indenture, of the Sixteenth Day of *April* One thousand Seven hundred and Fifty-nine, and the Term of Two hundred Years thereby created, are now intitiled to receive the same, until the several Debts charged upon and intended to be secured by the Annuity of Two hundred Pounds *per Annum* in the same Indenture mentioned and appropriated for that Purpose, together with all Interest due for the same, shall be fully paid and satisfied out of the Money herein after authorized and directed to be raised for the Payment of such Debts specifically; and upon further Trust and Confidence, that they the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, shall and do, by Mortgage or Demise of all the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments so vested in them and their Heirs as aforesaid for any Term or Number of Years, subject and without Prejudice to the several former Incumbrances herein before recited,
levy

levy and raise such Sum and Sums of Money as will be sufficient to pay off and discharge all the Debts now remaining due and chargeable upon the said Annuity of Two hundred Pounds *per Annum* herein before, and in the said recited Indenture of the Sixteenth Day of *April* One thousand Seven hundred and Fifty-nine mentioned (which said Debts are particularly specified in the Schedule hereunto annexed) and all Interest due and to become due for the same, and for paying to the said *William Dolman* the Sum of Five hundred Pounds for his Fortune as a younger Child, and the Charges and Expences of passing this Act, and for the present Support of the said *Robert Dolman* the younger and his Family, so as the same do not in the Whole exceed the Sum of Three thousand Pounds, and shall and do pay and apply the Money hereby directed and authorized to be raised as aforesaid in, for, and towards the paying and discharging of the same Debts and the Interest thereof, the Five hundred Pounds to *William Dolman*, and the Expences of passing this Act, and the Residue to the said *Robert Dolman* the younger for the present Support of himself and Family.

Trust to raise 3000l. to discharge the scheduled Debts and *W. Dolman's* Fortune, and the Expences of the Act.

Provided always, and it is hereby further Enacted and Declared, That when and as soon as the several Debts, with the Interest thereof, herein before directed to be discharged out of the said Three thousand Pounds shall have been paid off and discharged accordingly, that the same Term of Two hundred Years created by the said recited Indenture of the Sixteenth of *April* One thousand Seven hundred and Fifty-nine, and every other Matter, Clause, and Thing in the said last-mentioned Indenture contained, shall cease and become absolutely void; or otherwise (at the Option of the said *Edmund Wilson* and *John Hutton*, or the Survivor of them, or the Heirs of such Survivor) the said *John Lee* the elder (the surviving Trustee of the said Two hundred Years Term) his Executors or Administrators, shall assign and transfer, and he and they are hereby respectively required to assign and transfer the Residue and Remainder of the said Term of Two hundred Years, and all his or their Estate therein, free from all Incumbrances committed by him or them, to such Person or Persons as the said *Edmund Wilson* and *John Hutton*, or the Survivor of them, or the Heirs of such Survivor, shall appoint upon Trust to attend the Inheritance of the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, as the same are hereby vested in the said *Edmund Wilson* and *John Hutton* and their Heirs, to protect the same from mesne Incumbrances.

Proviso, when scheduled Debts are paid, the 200 Years Term to cease, &c.

Provided also, and it is hereby further Enacted and Declared, That the Receipt or Receipts of the said *John Lee* the elder, his Executors or Administrators, for the principal Money secured by the said Two hundred Pounds *per Annum* Annuity, and specified in the Schedule hereto annexed, and the Interest attending the same to the Time of Payment, under his or their Hand or Hands respectively (which Receipts the said *John Lee* the elder, his Executors and Administrators, are hereby respectively authorized and required to give upon Payment or Tender to him or them respectively made of a competent Sum of Money sufficient

The Receipts of the Trustees of the 200 Years Term to be good Discharges.

cient to discharge all such Debts, with their Attendant Interest as aforesaid) shall from time to time be an effectual Discharge and effectual Discharges respectively to the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor respectively, for so much Money as shall be expressed in such Receipt or Receipts to have been received; and after the giving of such Receipts, as well the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, and the said *Robert Dolman* the elder and *Robert Dolman* the younger respectively, as also all the aforesaid Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, and the Mortgagee or Mortgagees to whom the same shall be demised for securing the Money herein before directed and authorized to be raised and levied to discharge such specifick Debts, and other the Purposes aforesaid, shall be, and each and every of them is and are hereby absolutely acquitted, exonerated, and discharged of and from the same; and they or any of them, or the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, shall not be answerable or accountable to any Person or Persons in Trust for whom the said *John Lee* the elder, his Executors or Administrators respectively, shall or may receive such Principal or Interest as aforesaid, for any Loss, Misapplication, or Non-application thereof, or of any Part thereof.

Further Trust
to sell Part of
the Estates,

to raise Money
not exceeding
8000l.

And it is hereby further Enacted and Declared, That the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments are hereby settled upon and vested in the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor as aforesaid, upon further Trust and Confidence that when and as soon as the said specifick Debts shall have been discharged out of the Money herein before authorized to be levied and raised for that Purpose and other the Purposes aforesaid, and at any time then after, they the said *Edmund Wilson* and *John Hutton*, or the Survivor of them, or the Heirs of such Survivor, do and shall (by and with the Approbation and Consent of the said *Robert Dolman* the elder and *Robert Dolman* the younger, or of the Survivor of them, so long as they or either of them shall be living) by One or more Sale or Sales of the Manors of *Waplinton* and *Beilby* aforesaid, and all, every, or any of the Messuages, Lands, Tenements, Rents, and Hereditaments in *Waplinton* and *Beilby* aforesaid, and in *Bishops Wilton*, *Yealdborpe*, and *Burnby* aforesaid, in the said County of *York*, herein before vested in the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor as aforesaid, and of a competent Part of the said Messuages, Lands, Tenements, Rents, and Hereditaments in *Pocklington* aforesaid, not exceeding the clear yearly Rent of One hundred and Seventy-three Pounds Four Shillings and Five Pence, as the same are now let to the respective Tenants thereof, levy and raise such Sum and Sums of Money, not exceeding in the Whole the Sum of Eight thousand Pounds, as will be sufficient to discharge, in the First Place, the said Two Sums of Two thousand Pounds and One thousand Pounds, herein before recited to be due
and

and owing to the said *John Tempest*, with the Interest thereof; and in the next Place to discharge the said Sum of One thousand Pounds herein before also recited to be due and owing to the said *George Haughton*, with the Interest thereof; and after Payment of the said Two thousand Pounds, One thousand Pounds, and One thousand Pounds and Interest, then to pay off and discharge the said Sum of Three thousand Pounds herein before directed and authorized to be levied and raised for the Purposes aforesaid, together with all Interest which will be due for the same to the Time of such Payment; and upon Trust also, that the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, shall and do pay and apply the Money to be raised by such Sale or Sales as aforesaid in, for, and towards the paying and discharging of the said several Debts of Two thousand Pounds, One thousand Pounds, and One thousand Pounds, and Three thousand Pounds, with the Interest thereof respectively, according to the Priority herein before established with respect to the Payment of such Debts and Interest.

to be applied
in Payment of
Debts.

Provided always, and it is hereby further Enacted and Declared, That when and as soon as all the said several Debts shall be respectively discharged, out of the Money to be raised by such Sale or respective Sales as aforesaid, the several Terms of One thousand Years, created by the said recited Act of Parliament of the Twenty-third Year of his late Majesty's Reign, and assigned to the said *John Tempest*, by the said first recited Indenture of the Fifth of *April* One thousand Seven hundred and Fifty-six, and of Two thousand Years, created by the second recited Indenture of the same Fifth Day of *April* One thousand Seven hundred and Fifty-six, and vested in the said *Stephen Crofts*, in Trust for the said *John Tempest*; and of Three thousand Years, created by the herein before recited Indenture of the Twenty-first Day of *November* One thousand Seven hundred and Fifty-seven, and assigned to the said *George Haughton* by the herein before recited Indenture of the Eighth of *June* One thousand Seven hundred and Fifty-eight; and also the Term or Terms of Years to be hereafter created for securing the Sum of Three thousand Pounds, herein before directed to be raised by virtue and in pursuance of this Act, shall (as for and concerning the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, so authorized to be sold for the Purposes aforesaid, or so much thereof as shall be sold for the same Purposes accordingly) be assigned, at the Costs and Charges of the said *Edmund Wilson* and *John Hutton*, or the Survivor of them, or the Heirs of such Survivor, unto a Trustee or several Trustees, to be named by the Purchaser or respective Purchasers of the Whole, or of the several Parts of the same Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, upon Trust for the Benefit and Advantage of such Purchaser or respective Purchasers, in such Manner as he, she, or they shall respectively direct; and all and every the Person and Persons in whom the said several Terms shall be respectively vested at the Time of such Payment, shall assign and transfer, and are hereby severally

When all the
Mortgage
Debts are
paid, the several
Terms to
cease.

verally and respectively required to assign and transfer, the same Terms accordingly, free from all Incumbrances committed by such Assignor or Assignors respectively, or those under whom he, she, or they shall then claim; and as for and concerning the Manor of *Pocklington* aforesaid, and all Messuages, Lands, Tenements, Rents, and Hereditaments in *Pocklington* aforesaid, not herein before authorized to be sold for the Purposes aforesaid, and so much and such Parts of the Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, herein before authorized to be sold, as shall not be sold for the Purpose aforesaid accordingly, the said several Terms of One thousand Years, Two thousand Years, and Three thousand Years, and the said Term or Terms herein before authorized to be created by virtue of these Presents for raising the Sum of Three thousand Pounds with Interest, shall, from and immediately after the Payment and Discharge of all the said Debts with the Interest thereof as aforesaid, cease, determine, and become void, to all Intents and Purposes, notwithstanding any thing in the said recited Act of Parliament of the Twenty-third Year of his said late Majesty's Reign, or in all or any of the herein before recited Indentures, or in this Act contained to the contrary: And all and every the Person and Persons, in whom the said several Terms shall respectively be vested at the Time or Times of such Payment, shall make and execute, and he, she, or they are hereby severally directed and required to make and execute, Certificates in Writing, under his, her, or their Hands respectively, of the due Payment and Satisfaction of all principal Money and Interest secured by the said Terms respectively; which Certificates shall be filed, and Satisfaction of the said Principal and Interest accordingly entered, in the Register Office kept in and for the East Riding of the said County of *York*, pursuant to the Statute in that Case made and provided: And the said several Terms of One thousand Years, Two thousand Years, and Three thousand Years, and the Term or Terms herein before authorized to be created, and every of the same Terms respectively, from and after the entering Satisfaction of the Money secured thereby, or by each of them respectively, in Manner before directed, are hereby determined and made void.

Estates sold to
be discharged
from the
Dean's An-
nuity.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That when and as soon as such Sale or Sales shall be had, and the several Debts herein before directed to be discharged, by and out of the Money which shall be raised thereby, shall have been paid off and discharged in Manner before directed, then and from thenceforth the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, herein before authorized to be sold, or so much and such Parts thereof as shall be sold accordingly, shall be held and enjoyed by the Purchaser or respective Purchasers thereof, and his, her, and their respective Heirs or Assigns, upon Payment of their respective Purchase Money to the said *Edmund Wilson* and *John Hutton*, or the Survivor of them, or the Heirs of such Survivor, freed and discharged, and hereby and by Force of this Act absolutely exempted, exonerated, and acquitted and discharged, of and

and from the said Two Rents or annual Sums of One hundred Pounds and Fifteen Pounds *per Annum*, vested in or made payable to the said Dean of *York* and his Successors, and his and their respective Lessees, by the before recited Act of Parliament of the Thirtieth Year of his late Majesty's Reign, and of, from, and against all and every the Estates, Uses, Trusts, Grants, Powers, Provisoos, Limitations, Covenants, Clauses, and Agreements, in the herein before recited Act of the Thirtieth Year of his said late Majesty's Reign, and in the herein before recited Indenture of the Twelfth Day of *February* One thousand Seven hundred and Fifty-nine, and in the said several other recited Indentures and Articles of the Seventh Day of *April* One thousand Seven hundred and Fifty-six, the Sixteenth Day of *April* One thousand Seven hundred and Fifty-nine, and the Eighth Day of *October* One thousand Seven hundred and Fifty-nine, or in any of them, created, limited, expressed, and declared of and concerning the said Two Rents or annual Sums, or either of them, and of, from, and against all Title, Claim, and Demand, either at Law or in Equity, of the said Dean of *York* his Successors, and his and their respective Lessees, and his and their Lessees of the Rectorial Tythes of *Pocklington* aforesaid, the said Dean of *York* and his Successors, Rectors of the Church of *Pocklington* aforesaid, and his and their respective Lessees, and his and their Lessee or Lessees of the Rectorial Tythes of *Pocklington* aforesaid, the said Dean of *York* and his Successors, Rectors of *Pocklington* aforesaid, and the said *William Read*, Lessee of the said Dean of *York*, his Heirs, Executors, and Administrators, and all and every other Person and Persons, his, her, their, or any of their Heirs, Successors, Executors, or Administrators, who now have or claim, or at any Time hereafter might have or could otherwise claim, any Estate, Right, Title, or Interest of, in, to, or out of the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, To authorized to be sold as aforesaid, for or in respect of the said Two annual Sums, or either of them, by, from, or under the said Act of Parliament of the Thirtieth Year of the Reign of his said late Majesty, or the said recited Indenture of the Twelfth Day of *February* One thousand Seven hundred and Fifty-nine, or from, by, or under the said Indenture of Four Parts of the Fifth Day of *April* One thousand Seven hundred and Fifty-six, or the several other Indentures and Articles of Agreement herein before recited.

And it is hereby Enacted and Declared, That the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, are hereby vested in the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, upon further Trust and Confidence that they the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, or the Heirs of such Survivor, shall and do, as soon as the said several Debts shall have been discharged out of the Money which shall be raised by Sale of the Manors, Messuages, Lands, Tenements, Rents, and Hereditaments hereby authorized to be sold, grant, convey, and assure all that the aforesaid Manor of *Pocklington*, with the Rights, Members, and Appurtenances thereof, and

Further Trust
to convey the
Residue in
Moieties to
Father and
Son, &c. for
the Father's
Life.

all the Messuages, Lands, Tenements, Rents, and Hereditaments in *Pocklington* aforesaid; not herein before authorized to be sold, and also so much and such Parts of the Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, herein before authorized to be sold, which shall not be sold for the Purposes aforesaid, and all other the Manors, Messuages, Lands, Tenements, Rents, and Hereditaments hereby vested in the said *Edmund Wilson* and *John Hutton* and their Heirs (except such Parts thereof as shall have been sold by Authority of this Act) and the Reversion and Reversions, Remainder and Remainders thereof, subject to the said Two annual Sums of One hundred Pounds and Fifteen Pounds to the Dean of *York* or his Lessee as aforesaid, to such Person and Persons, and for such Estates, Uses, Intents, and Purposes, as are herein after-mentioned; that is to say, As for and concerning One undivided equal Moiety or Half-part of the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments so directed to be granted, conveyed, and assured as aforesaid, unto and to the Use and Behoof of the said *Robert Dolman* the elder, and his Assigns, during his natural Life; and as for and concerning the other undivided equal Moiety or Half-part of the same Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, unto and to the Use of the said *Robert Dolman* the younger and *Peggy* his Wife, and the Survivor of them, and the Heirs of their Two Bodies issuing; with Remainder to the right Heirs of the said *Robert Dolman* the younger, during the natural Life of the said *Robert Dolman* the elder; and as for and concerning both the said Moieties from and after the Death of the said *Robert Dolman* the elder (and in case the said *Ann*, the Wife of the said *Robert Dolman* the elder, be then living) unto and to the Use of One or more Trustee or Trustees, and his, her, or their Executors, Administrators, and Assigns, for a Term of Ninety-nine Years, to be computed from the Death of the said *Robert Dolman* the elder, if the said *Ann Dolman* the elder shall so long live, upon such Trusts, and for such Ends, Intents, and Purposes, as shall be hereby enacted and declared concerning the same Term; and from and after the End, Surrender, or other sooner Determination of the said Term of Ninety-nine Years, or in case the said *Ann Dolman* the elder shall die in the Life-time of the said *Robert Dolman* the elder, then from and immediately after the Death of the said *Robert Dolman* the elder, unto and to the Use of some One or more other Trustee or Trustees, and his, her, or their Executors, Administrators, and Assigns, for a Term of Three hundred Years, to be computed from the Death of the said *Robert Dolman* the elder, but to take Effect after the said Term of Ninety-nine Years, if the same shall ever exist, upon such Trusts, and for such Ends, Intents, and Purposes, as shall be hereby enacted and declared concerning the same Term of Three hundred Years; and as for and concerning both the said Moieties from and after the Death of the said *Robert Dolman* the elder, and subject to the Two Terms of Ninety-nine Years and Three hundred Years hereby authorized and directed to be created unto and to the Use of the said *Robert Dolman* the younger, and his Assigns, for his natural Life, without Impeachment of Waste; with Remainder to Trustees, to pre-serve

Remainder of both Moieties to Trustees for 99 Years.

Remainder for another Term of 300 Years.

Remainder to the Uses contracted to be limited by the Marriage Articles.

serve contingent Uses ; and from and after the Decease of the said *Robert Dolman* the younger, unto and to the Use of the said *Peggy* the Wife of the said *Robert Dolman* the younger, and her Assigns, during her natural Life, for her Jointure, and in Bar of Dower, with Remainder to Trustees to preserve contingent Uses ; Remainder to other Trustees for a Term of One thousand Years, to be computed from the Death of the Survivor of the said *Robert Dolman* the younger and *Peggy* his Wife, upon the Trusts herein after-mentioned ; and, subject to the said Term of One thousand Years, to and to the Use of the First and other Sons of the said *Robert Dolman* the younger on the Body of the said *Peggy* his Wife begotten or to be begotten, severally and successively in Tail Male ; and, for want of such Issue, to the Use of all and every the Daughter and Daughters of the said *Robert Dolman* the younger on the Body of the said *Peggy* his Wife begotten or to be begotten in General Tail, as Tenants in common ; with Remainder to the right Heirs of the said *Robert Dolman* the younger ; and the said Term of One thousand Years shall be declared to be limited in Trust for raising Two thousand Pounds for Portions of the younger Children of the said *Robert Dolman* the younger and *Peggy* his Wife, by Sale or Mortgage thereof, to be equally divided amongst them, and to be payable at their respective Ages of Twenty-one Years ; and so much as shall be necessary, of the Interest thereof, to be laid out in their Maintenance and Education in the mean time ; and proper Powers shall be thereby given to the said *Robert Dolman* the younger, and the Person and Persons who shall be respectively in the actual Possession of the said Lands and Hereditaments by virtue of the Limitations before directed to make Leases not exceeding Twenty-one Years, reserving the best improved Rents ; so as the same be not made dispunishable of Waste, and no Fine or Gratuity be taken for granting thereof, and so as every Lessee do execute a Counterpart of such Lease.

Provided also, and it is hereby Enacted and Declared, That the better to enable the said *Robert Dolman* the younger to carry the said Articles of Agreement into Execution, in case he shall outlive the said *Robert Dolman* the elder, the said Sum of Two thousand Pounds, herein before recited to have been agreed and covenanted to be paid by the said *Thomas Reynolds* as the Marriage Portion of the said *Peggy* the Wife of the said *Robert Dolman* the younger, and all Right, Interest, Claim, and Demand of the said *Robert Dolman* the elder therein or thereto, and all Remedies at Law or in Equity which the said *Robert Dolman* the elder now hath, or could or may have for the Recovery thereof, shall be transferred to and vested in, and are hereby transferred to and vested in the said *Robert Dolman* the younger, his Executors and Administrators ; any thing in the said recited Articles of Agreement contained to the contrary notwithstanding.

Provided also, and it is hereby further Enacted and Declared, That the said Term of Ninety-nine Years, hereby directed to be created, is so directed to be created upon special Trust and Confidence that

Marriage Portion of Mrs. Dolman the younger vested in R. Dolman junior.

Trust of the 99 Years Term declared.

that the Trustee or Trustees therein to be named, and his, her, or their Executors or Administrators, shall and do, by, with, and out of the Rents and Profits of the Premises therein to be comprised, raise and pay yearly and every Year, from and after the Death of the said *Robert Dolman* the elder, unto the said *Ann* the Wife of the said *Robert Dolman* the elder, or her Assigns, during her natural Life, without any Deduction whatsoever, except for the Land Tax, One Annuity or Rent-charge of One hundred Pounds *per Annum*, payable half-yearly on the Twenty-ninth Day of *September* and Twenty-fifth Day of *March* by equal Portions, the First Payment thereof to be made on such of the said Days as shall first happen after the Decease of the said *Robert Dolman* the elder; and upon further Trust to permit and suffer the next Person or Persons intitled to the immediate Freehold in Possession of the said Premises to receive and take to his, her, or their own Use and Uses the Residue and Remainder of the Rents and Profits of all the same Premises, after satisfying the said Annuity and the necessary Costs and Charges incident to the raising and paying the same.

Trust of 300
Years Term
declared.

Provided also, and it is hereby also Enacted and Declared, That the said Term of Three hundred Years, hereby directed to be created, is so directed to be created as aforesaid upon this special Trust and Confidence that the Trustee or Trustees therein to be named, his, her, or their Executors or Administrators, shall and do, by Sale or Mortgage of the Premises to be comprised in the said Term, or of a competent Part thereof, for all or any Part of the said Term, levy and raise such Sum and Sums of Money for the Portions of the said *Ann Dolman* the younger and *Catherine Dolman*, as the said *Robert Dolman* the elder shall direct by any Writing under his Hand and Seal, or by his last Will and Testament; so as the same do not exceed in the Whole the Sum of Five hundred Pounds apiece, over and above the Costs and Charges of levying and paying the same, to be paid at such Time or Times as the said *Robert Dolman* the elder shall direct and appoint; and upon further Trust to surrender the said Term to the next Person or Persons intitled to the Freehold in Possession of the Premises therein to be comprised, when and as soon as the Trusts thereof are in all respects fully performed and executed, or otherwise immediately after the Death of the said *Robert Dolman* the elder, in case he shall not have directed the Levying and Paying of any Sum or Sums of Money under the said Term, by such Writing or Will as aforesaid.

How Rents
and Profits are
to be applied
till the Sale
and Discharge
of Debts.

And it is hereby further Enacted and Declared, That the said Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, hereby vested in the said *Edmund Wilson* and *John Hutton*, and their Heirs, are so vested in them respectively as aforesaid, upon further Trust and Confidence that the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, shall and do pay, apply, and dispose of the Rents, Issues, and Profits of all the said Manors, Lands, Tenements, Rents, and Hereditaments, which shall grow due

due and payable, after the several specifick Debts, mentioned in the Schedule hereunto annexed, shall have been discharged, paid, and satisfied, in pursuance of the Directions herein before established in that Respect; and until the Sale or Sales, hereby authorized to be made, shall be so made, and the Money arising therefrom applied to the Purposes herein before directed, and the Grant, Conveyance, and Assurance, hereby directed to be made, of the Premises not hereby authorized to be sold, and such Part of the Premises which are hereby authorized to be sold, as shall not be sold in pursuance of such Authority, shall have been duly executed and perfected, according to the true Intent and Meaning of this Act, in Manner herein after-mentioned (that is to say) That they the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, shall and do, by, with, and out of the said Rents, Profits, and Produce, pay or cause to be paid to the said *John Tempest* and *George Haughton*, all Interest which shall from time to time be and become due to them respectively, and shall then pay or cause to be paid to the said Dean of *York* and *William Read*, their Successors, Administrators, and Assigns respectively, the said Two annual Sums of One hundred Pounds and Fifteen Pounds, so vested in them as aforesaid, when and as such Interest Money and Annuities shall respectively become due and payable; and shall and do in the next place pay and keep down the Interest of the said Three thousand Pounds, hereby authorized to be borrowed and raised for the several Purposes aforesaid, when and as the same shall become due; and shall and do, by, with, and out of the Residue of the said Rents, Profits, and Produce, reimburse themselves their necessary Expences from time to time in the Execution of the Trusts aforesaid; and after Payment of all such Interest Money, Annuity, and Expences, then that the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, shall and do, during the natural Life of the said *Robert Dolman* the elder, pay One equal Moiety or Half Part of the then Residue of the said Rents, Profits, and Produce, unto the said *Robert Dolman* the elder, or his Assigns; and the other Moiety thereof unto the said *Robert Dolman* the younger and *Peggy* his Wife, and the Survivor of them, for Life, and after the Decease of such Survivor, to the Heirs of their Two Bodies issuing; and for want of such Issue, to the right Heirs of the said *Robert Dolman* the younger; and from and after the Decease of the said *Robert Dolman* the elder, and in case the said *Ann Dolman* the elder shall survive him, then that the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, shall and do pay or cause to be paid unto the said *Ann Dolman* the elder for her Life, One Annuity or Rent-charge of One hundred Pounds *per Annum* (free from all Deductions, except for the Land Tax) by Two equal half-yearly Payments, on the Twenty-ninth Day of *September* and Twenty-fifth Day of *March*, the First Payment thereof to be due and payable upon such of the said Days as shall first happen after the Decease of the said *Robert Dolman* the elder; and shall and do in the next place pay and keep down the Interest of such Sum and Sums of Money, not exceeding in the Whole the Sum

of One thousand Pounds, as the said *Robert Dolman* the elder shall, by Writing under his Hand and Seal, or by his last Will, direct to be paid to the said *Ann Dolman* the younger and *Catherine Dolman*. for their younger Children's Portions, until the same shall be effectually secured by the Term of Three hundred Years, hereby directed to be created for that Purpose ; and shall and do permit and suffer the Residue and Surplus of the Rents and Profits of the same Premises, which will remain after Payment of the said Interest and Annuities as aforesaid, to be had, received, and taken by, or otherwise shall and do pay the same to, the said *Robert Dolman* the younger for his Life ; and after his Decease, to the said *Peggy* his Wife for her Life ; and after the Decease of the Survivor of them, to the Person or Persons who would respectively be in the actual Possession or intitled to the Rents and Profits of the Lands and Hereditaments so to be conveyed in strict Settlement as aforesaid, under and by virtue of the Limitations herein before directed to be made, subsequent and subject to the Terms of Ninety-nine Years and Three hundred Years, before mentioned and authorized to be created.

Trustees Receipts to be good Discharges.

And it is hereby further Enacted and Declared, That the Receipt and Receipts of the said *Edmund Wilson* and *John Hutton*, and of the Survivor of them, and the Heirs of such Survivor, and of every other Trustee to be appointed by virtue of this Act, under each of their respective Hands, shall from time to time be effectual Discharges to each and every the Mortgagee or Mortgagees, Purchaser or Purchasers, Tenant or Tenants, and all and every other Person and Persons respectively, of or from whom he, she, or they shall receive any Sum or Sums of Money by Authority of this Act, for so much Money as in such Receipt or Receipts shall be acknowledged and expressed to be received ; and after the giving of such Receipt or Receipts, such Mortgagee and Mortgagees, Purchaser and Purchasers, Tenant and Tenants, and every other such Person as aforesaid, shall be, and he, she, and they are hereby respectively acquitted and discharged of and from the same ; and they, or any of them respectively, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money so to be received, or of any Part thereof.

Trustees to answer for their own separate Acts.

Provided, and it is hereby further Enacted and Declared, That the said *Edmund Wilson* and *John Hutton*, and the Survivor of them, and the Heirs of such Survivor, and the other Trustees to be nominated by virtue of this Act shall not, nor shall either or any of them, nor shall the Executors or Administrators of either or any of them, be answerable or accountable for any Money to be received by virtue of this Act, or under the Trusts in them hereby severally reposed or directed to be reposed, any otherwise than each Person for such Sum and Sums of Money as he or she shall respectively actually receive, and shall not be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them ; and also that the said *Edmund Wilson* and *John Hutton*, and the Survivor of

of

of them, and the Heirs, Executors, and Administrators of such Survivor, and the Trustees to be nominated by virtue of this Act, their Executors and Administrators, shall and may, out of the Money arising by the Sale or Sales of the Premises hereby vested or to be vested in them, or by and out of the Rents and Profits thereof, in the mean time retain and reimburse themselves for all such Costs, Damages, and Expences as they respectively shall or may sustain or be put unto in and about the Execution of the Trusts hereby in them reposed and to be reposed.

Saving always to the KING's most Excellent MAJESTY, his General Sav-
Heirs and Successors, and to all and every Person and Persons, Bodies^{ing}.
Politick and Corporate, their Heirs, Successors, Executors, Admini-
strators, and Assigns (other than and except the said *Robert Dolman* and
Ann his Wife, *Robert Dolman* the younger, and *Peggy* his Wife, *William*
Dolman, *Ann Dolman* the younger, and *Catherine Dolman*, and their se-
veral and respective Sons and Daughters, and their respective Heirs and
Issues of their Bodies, and the right Heirs of the said *Robert Dolman*, and
all and every Person or Persons claiming or to claim any Uie, Estate,
Trust, Remainder, or Limitation, by virtue of and under the said Acts
of Parliament, several Indentures, and Articles of Agreement, herein
before recited, or any of them) all such Right, Title, Estate, Interest,
Claim, and Demand of, in, to, and out of the said Lands, Tenements,
Hereditaments, and Premises, hereby vested in the said *Edmund Wilson*
and *John Hutton*, in Trust to be sold, and the other Trustees to be no-
minated by this Act, as they or any of them respectively had before the
Passing this Act, or would have had or been intitled unto in case this Act
had not been made.

The SCHEDULE

To which the annexed ACT refers.

A LIST of the several Debts secured by the Annuity of 200*l. per Annum*, in the annexed ACT mentioned, as the same stood upon the 5th Day of *April* 1764.

Rate of Interest.			<i>l.</i>	<i>s.</i>	<i>d.</i>
5 per Cent. —	W ILLIAM Agar	—	62	16	1½
	Setb Agar	—	6	15	4
	Mr. Bustard	—	4	13	5
5 —	Mrs. Margaret Brigham	—	119	12	8¼
	Hugh Barnard	—	9	5	7
	Isabel Bell	—	12	4	2
	Archibald Creighton	—	4	4	4
	The Executors of Mrs. Gibson	—	10	9	11
	The late Mrs. Hodgson and Mrs. Aspinall	—	24	0	1
4½ —	Thomas Houlden junior	—	286	4	7¼
5 —	Dorothy Jefferson	—	15	13	5¼
	Mrs. Lawson	—	13	13	6
5 —	Benjamin Linton	—	302	17	2½
	John Lee junior	—	6	15	7
5 —	John Newton	—	96	5	1¾
	Messrs. Palmes and Bustard	—	31	9	2¾
5 —	Mr. George Reynoldson	—	35	17	6¼
5 —	Benjamin Richardson	—	60	6	10
4 —	Mr. Suger for Mrs. Plaxton	—	92	11	10
5 —	Mr. Suger	—	242	0	3¼
4½ —	Mrs. Staveley	—	170	9	11½
	John Shackleton	—	6	6	4
	Elizabeth Smith	—	2	19	3
	William Stainforth, Esq;	—	7	15	6½
5 —	Messrs. Tasker and Roub	—	115	0	8
4 —	Mr. Roger Wright	—	92	7	3¼
	William Wray	—	9	4	0
			£. 1841 19 10		

A N
A C T
F O R

Selling Part of the settled Estates of *Robert Dolman*, Esquire, in *Pocklington* and elsewhere, in the County of *York*, for discharging the Debts and Incumbrances of himself and *Robert Dolman* the younger, his eldest Son, affecting the same; and for making Provision for *Robert Dolman* the younger, and for the younger Children of *Robert Dolman* the elder.

[1765.]