

[This marriage settlement prior to the marriage of TRB and Diana Wentworth has been artificially broken into paragraphs to aid legibility.]

**18 Jul 1786 Thomas Richard Beaumont to Thomas Blackett**

This Indenture made the Eighteenth day of July in the twenty sixth year of the Reign of our Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland being defender of the Faith And in the Year of our Lord One thousand seven hundred and eighty six Between Thomas Richard Beaumont of Darton in the County of York Esquire of the first part Sir Thomas Blackett formerly called Sir Thomas Wentworth of Bretton Hall in the Parish of Silkston in the said County of York Baronet of the second part John Bingley of Monkbretton otherwise Burton in the Parish of Royston in the said County of York Esquire and Mark Skelton of Birthwaite Hall in the Parish of Darton aforesaid Gentleman of the third part The same Sir Thomas Blackett and Richard Henry Beaumont of Whitley Beaumont in the parish of Kirkheaton in the said County of York Esquire of the fourth part and Bentley Bennett of Keddington in the County of Lincoln Esquire and Ayscoghe Bennett of Aldermanbury in the City of London Merchant of the fifth part and Diana Wentworth spinster Daughter of the said Sir Thomas Blackett Baronet of the sixth part

Whereas Marriage is Agreed upon and intended by the <permission> of God to be shortly had and solemnized between the said Thomas Richard Beaumont and the said Diana Wentworth Now this Indenture Witnesseth that for and in Consideration of the said intended marriage and of the sum of Five thousand pounds of Good and lawful Money of Great Britain secured by the said Sir Thomas Blackett by his Bond bearing equal date with these presents in the Penal Sum of Ten thousand pounds of lawful money of Great Britain to be paid to the said John Bingley and Mark Skelton their Executors Administrators or Assigns with Condition to be void if the said Sir Thomas Blackett his Heirs Executors Administrators or Assigns shall pay or cause to be paid within the space of Two Years after the solemnisation of the said intended Marriage the Principal Sum of Five thousand pounds together with Interest for the same after the rate of Five pounds Per Cent in manner following that is to say so much thereof as shall be necessary and sufficient to be paid and applied in the discharge of certain Mortgage debts amounting together to the principal sum of Four thousand pounds which together with Interest for the same are now a charge upon the hereditaments to be limited and settled as hereinafter mentioned or some part thereof and which hereditaments are so agreed and intended to be discharged therefrom

And also if the said Sir Thomas Blackett his Heirs Executors Administrators or Assigns shall also by and out of the Interest of the said Sum of Five thousand pounds discharge all Interest which now is or shall be due for the said several principal Mortgage debts And shall pay the residue of the said principal Sum of Five thousand pounds portion to

the said Thomas Richard Beaumont his Executors Adm[inistrato]rs or Assigns within the said two Years after the Solemnisation of the said intended Marriage together with Interest for the same after the rate of five pounds Per Cent And for providing a Competent Jointure and Provision of Maintenance for the said Diana Wentworth in Case she shall after the said intended Marriage survive the said Thomas Richard Beaumont her intended Husband and for settling and Assuring the Messuages Lands and Tenements Tythes Hereditaments and Premises hereinafter mentioned unto such uses and upon such Trusts as are hereinafter expressed and declared concerning the same for and in Consideration of the Sum of Ten shillings by the said John Bingley and Mark Skelton to the said Thomas Richard Beaumont in hand paid at or before the sealing and delivery hereof the receipt whereof is hereby Acknowledged be the said Thomas Richard Beaumont hath Granted Bargained Sold aliened Released and Confirmed by these presents Doth Grant Bargain Sell Alien Release and Confirm unto the said John Bingley and Mark Skelton in their actual Possession now being by Virtue of a Bargain And Sale to them thereof made by the said Thomas Richard Beaumont in Consideration of the Sum of ten shillings by Indenture bearing date the day next before the day of the sale of these Presents for one whole Year to Commence from the day next and immediately Preceding the day of the date of the said Indenture of Bargain and Sale and by force of the Statute made for transferring Uses into Possession and their heirs All that Capital Messuage or Mansion commonly called or known by the name of Darton Hall and all and every the Closes Lands Grounds Tenements and hereditaments whatsoever to the same belonging or therewith usually letten demised occupied or enjoyed with their and every of their Appurtenances situate lying and being in Darton in the said County of York and now in the possession or Occupation of the said Thomas Richard Beaumont and John Swallow their Assigns or undertenants

And also all that Messuage Dwelling House or Tenement and all and every the Closes Lands Grounds Tenements and hereditaments to the same belonging or therewith usually letten demised occupied and enjoyed with their and every of their Appurtenances situate lying and being in Darton aforesaid and in Kexbrough and Barugh in the parish of Darton aforesaid And also in Cawthorne in the said County of York and now in the Holding tenure or Occupation of Jonathan Roebuck his Assigns or undertenants

And also all that one other Messuage Dwelling House or Tenement commonly called or known by the name of Snaithorp otherwise Hullet Hall And all and every the Closes Lands Grounds Tenements and Hereditaments whatsoever to the same belonging or therewith usually letten demised occupied or enjoyed with their and every of their Appurtenances situate lying and being in Kexbrough in the Parish of Darton aforesaid and now in the tenure holding or Occupation of William Ruddock his Assigns or undertenants And also All that One other Messuage Dwelling House or Tenement and all and every other the Closes Lands Grounds Tenements and Hereditaments whatsoever to the same belonging or therewith usually letten demised occupied and

enjoyed with their and every of their Appurtenances situate lying and being at Bloomhouse Green in the Parish of Darton aforesaid and now in the Tenure Holding or Occupation of Robert Dixon his Assigns or undertenants And also all those four several pieces or parcels of Land or Ground situate lying and being at Carr Green in the Township of Darton aforesaid containing together by estimation Nine Acres two roods and twenty three perches or thereabouts be the same more or less and now in the holding tenure or occupation of John Webster his Assigns or Undertenants And also all that one other Messuage Dwelling House or Tenement and all and every the Closes Lands Grounds Tenements and Hereditaments whatsoever belonging or therewith usually letten demised occupied or enjoyed with their and every of their Appurtenances situate lying and being in Darton aforesaid and now in the holding tenure or occupation of Thomas Johnson tis Assigns or undertenants And also that one other Messuage Dwelling House or Tenement And all and every the Closes Lands Grounds Tenements and Hereditaments whatsoever to the same belonging or therewith usually letten demised occupied or enjoyed with their and every of their Appurtenances situate lying and being in Darton aforesaid and now in the holding tenure or occupation of Robert Johnson his Assigns or undertenants And also all that one other Messuage Dwelling House or Tenement and all and every the Closes Grounds Tenements and Hereditaments whosoever to the same belonging or therewith usually letten demised occupied or enjoyed with their and very of their Appurtenances situate lying and being at Staincross and in the Township of Darton aforesaid and now in the holding tenure or occupation of Thomas Taylor his Assigns or Undertenants And also all that one other Messuage Dwelling house or Tenement and all and every the other Closes Grounds Tenements and Hereditaments whatsoever to the same belonging or therewith usually letten occupied or enjoyed with their and every of their Appurt[enances] situate lying and being in Darton aforesaid and now in the holding tenure or occupation of James Greenwood his Assigns or undertenants And also all that one other Messuage Dwelling house or Tenement and all and every the Closes Lands Grounds Tenements and Hereditaments whosoever to the same belonging or therewith usually letten demised or enjoyed with their and every of their Appurtenances situate lying and being in Darton aforesaid and now in the holding tenure or occupation of Richard White his Assigns or undertenants And also all that one other Messuage Dwelling house or Tenement with the Croft or parcel of land thereto belonging or therewith occupied situate lying and being at Staincross and in the Township of Darton aforesaid and now in the holding tenure or occupation of Catherine Taylor widow her Assigns or undertenants And also all those four several closes pieces or parcels of Land or Ground situate lying and being in Darton aforesaid containing together by estimation five Acres Six Roods and nineteen perches or thereabouts be the same more or less and now or late in the holding tenure or occupation of [blank space left] Exton Widow and [blank space left] Dickenson their Assigns or undertenants

And also all that Close piece or parcel of Land or Ground commonly called or known by the name of <Anchor> Croft situate lying and being in Darton aforesaid and containing by estimation Two Acres three Roods and twelve perches or thereabouts be the same more or less and now in the holding tenure or occupation of John Wildsmith his Assigns or Undertenants And also all those two several Closes Pieces or Parcels of Land or Ground commonly called or known by the several names of the Black Cutts and Fore situate lying or being in Darton aforesaid and containing together by estimation Two Acres and four perches or thereabouts be the same more or less and now in the holding tenure or occupation of John Hilton his Assigns or undertenants And also all those four several Messuages Dwelling houses or Tenements situate standing and being in Darton aforesaid and now in the several holdings tenures or occupations of Joseph Charles Chaloner Matthew Hobson and John Truelove or some of them their or some one of their Assigns or undertenants And also all those several Messuages dwelling houses or Tenements And also all that piece or parcel of Land now occupied as a Garden situate standing and being in Kexbrough in the Parish of Darton aforesaid and now in the several holdings tenures or occupations of Robert Johnson Samual Hirst John Ball or some or one of them their or some one of their Assigns or Undertenants And also all that Coppice or parcel of wood Ground with the Appurtenances commonly called or known by the name of High Wood situate standing and being in Kexbrough in the Parish of Darton aforesaid containing by estimation Thirty five Acres and thirty four perches or thereabouts by the same more or less And also all that Messuage or Tenement and Farm commonly called and known by the name of the Oakes with the Lands and Grounds thereunto belonging or therewith letten occupied demised or enjoyed situate lying and being in Darton aforesaid containing in the whole by estimation sixty acres and thirty seven perches be the same more or less and now in the tenure occupation or holding of John Green his undertenants or Assigns And also all that Messuage or Farm commonly called or known by the name of the Parsonage with the Lands and Grounds thereunto belonging or therewith letten occupied demised or enjoyed situate lying and being in Darton aforesaid containing in the whole by estimation Forty eight acres and seventeen perches by the same more or lessened now in the tenure holding or occupation of [blank space left] Roberts his Assigns or undertenants And also all that Messuage Tenement and Farm commonly called or known by the name of Swawell alias Swowhill alias Swallowhill alias Swallowhall with the Lands and Grounds thereunto belonging or therewith letten occupied demised or enjoyed situate lying and being in Darton aforesaid containing in the whole by Estimation <Ninety> one Acres two Roods and seventeen perches be the same more or less and now in the tenure holding or occupation of George Senior his Assigns or undertenants

And also all and every the Tythes both Great and small oblations and <obventions> whatsoever of him the said Thomas Richard Beaumont Yearly arising coming growing renewing or increasing within the Township <Precincts> and Territories of Darton aforesaid And also all other the Messuages Cottages Closes Lands Grounds Woods

Tythes Tenements Hereditaments and Premises whatsoever of him the said Thomas Richard Beaumont situate lying and being within the Parish of Darton aforesaid in whose tenures or occupations the same or any of them now or heretofore have been And also all that Messuage Dwelling house or Tenement called Upper Woodhall and all those several Closes Inclosures Pieces and Parcels of Land or Ground to the same belonging or therewith usually letten demised or enjoyed and called or known by the several names following that is to say The Farr Park Close containing <seven> Acres two roods and twenty three perches the near Park Close containing Six Acres two roods and seven perches Briery Acres containing Five Acres three roods and sixteen perches Great Close bottom six Acres and two perches Great Close containing thirteen Acres three roods and one perch Great Close and containing five Acres three roods and two perches Upper Stubbing containing Six Acres three roods and eleven perches Low Stubbing containing Nine Acres and eleven perches Near Fox Wells containing Six Acres three roods and nine perches Upper Toyd including the little Plantation containing Seven Acres one rood and three perches Low Toyd containing eleven Acres and thirteen perches Hollin Flatt containing four Acres and fourteen perches Priest Croft containing Two Acres three roods and twelve perches Limekiln Close containing Two Acres and five perches Woodall Croft containing thirteen Acres and thirty three perches Upper Field containing Four Acres and three perches Sow Jug containing Five Acres two roods and thirty eight perches The Nursery or Plantation containing three Roods and twenty nine perches and the Calf Croft containing One Acre one rood and twenty six perches with five Acres of Land lying in the Town Fields of Darfield in the said County of York All which said Messuage Closes parcels of Land and Premises are situate lying and being in Woodall and the Parish of Darfield or one of them in the said County of York and are now in the several holdings tenures or occupations of the said Thomas Richard Beaumont Thomas Walker and John Gibson or some or one of them their or some of one of their Assigns or undertenants

And also all other the Messuaged Cottages Closes Lands Tenements and Hereditaments whatsoever of him the said Thomas Richard Beaumont situate standing or being in Woodall and the Parish of Darfield aforesaid or either of them in whose Tenures or Occupations soever the same now are or heretofore have been Together with all and singular Houses Outhouses Edifices Buildings Barns Stables Folds Yards Orchards Gardens Garths Tofts Crofts Foldsteads Roads Ways Paths Passages Easements Waters Watercourses Woods Underwoods Commons Commons of Pasture and Turbary Profits Commodities advantages Emoluments Hereditaments and Appurtenances whatsoever to the said Messuages Dwelling houses Farms Tenements Closes Inclosures parcels of Land Woods Tythes Hereditaments and Premises above mentioned and hereby released or intended so to be and every and any of them belonging or in any way appertaining on to or with the same or any of them now or at any time or times heretofore held used occupied possessed or enjoyed or occupied reputed deemed taken or known as part parcel or member thereof or of any part thereof And the Reversion and Reversions Remainder and Remainders yearly and

other Rents Issues and Profits of all and singular the same Premises And the Estate Right Title Interest Equity of Redemption Use Trust property Claim and demand whatsoever of him the said Thomas Richard Beaumont in Law or Equity of into or out of the same Hereditaments and Premises or any part or parcel thereof Together with all Deeds Evidences and Writings in his Custody or power in any wise relating thereto or any part Thereof solely and also true Copies of all other Deeds writings and Evidences touching or concerning the same Premises or any part thereof jointly with any other Messuages Lands Tenements Tythes or hereditaments with copies to be made and written out at the proper Costs and Charges of the said Thomas Richard Beaumont his Heirs or Assigns

To have and to hold the said Messuages Lands Tenements Tythes Hereditaments and all and singular other the Premises hereby released or intended so to be with their and every of their appurtenances And the Reversion and Reversions Remainder and Remainders thereof unto the said John Bingley and Mark Skelton and their Heirs To such Uses upon such Trusts to and for such intents and purposes and under and subject to such powers provisoes Limitations and Agreements as are hereinafter particularly mentioned expressed and declared of and concerning the same that is to say To the Use of the said Thomas Richard Beaumont his Heirs and Assigns until the solemnisation of the said intended Marriage and from and after the solemnisation thereof

Then To the Use of the said Thomas Richard Beaumont and his Assigns for and during the term of his natural life without impeachment of or for any manner of Waste and from and after the determination of that Estate by Forfeiture or otherwise in his life time then To the Use of the said John Bingley and Mark Skelton and their Heirs during the life of the sad Thomas Richard Beaumont Upon Trust to support and preserve the contingent uses and Estates hereinafter limited thereof from being defeated or destroyed and for that purpose to make Entries or being Actions as occasion shall require but nevertheless to permit and suffer him the said Thomas Richard Beaumont and his Assigns during his life to receive and take the Rents Issues and Profits thereof and of every part thereof to his and to their own use

and from and after the decease of him the said Thomas Richard Beaumont To the Use Intent and purpose that she the said Diana Wentworth and her Assigns in Case the said intended Marriage shall take effect and she shall happen to survive her said intended Husband shall and may receive take and enjoy for and during her natural life for and in the name of her jointure and in lieu and Bar of her Dower at Common Law or of any Customary Estate or Interest which she might otherwise have or claim of in or out of any Lands Tenements or Hereditaments Freehold or Copyhold or of what nature or tenure soever whereof or wherein the said Thomas Richard Beaumont now is or at anytime or times hereafter during the Coverture between them shall be seized of any Estate or Inheritance in Law or Equity One Annual Rent or Yearly sum of Five hundred

pounds of lawful money of Great Britain to be issuing and payable out of the Hereditaments and Premises hereby released or intended so to be with their Appurtenances free and clear and freely and absolutely discharged of and from all Parliamentary or other Taxes and Assessments already imposed or thereafter to be imposed upon the same Annual Rent or yearly sum or upon the said Diana Wentworth in respect thereof or upon the said Hereditaments and Premises hereby charged therewith and Clear of all other Charges Deductions or Abatements whatsoever and to be paid at the four following quarterly feasts or days of payment in the year that is to say on the twenty fifth day of March the twenty fourth day of June the twenty ninth day of September and the twenty fifth day of December in every Year during her life by even and equal portions the first payment to be made at such of the said days of payment as shall next happen after the death of the said Thomas Richard Beaumont

And to this further Use Intent and Purpose that if the said Annual Rent or sum of Five hundred pounds or any part thereof shall happen to be behind and unpaid by the space of twenty one days next over or after the said days of payment whereon the same is made payable as aforesaid Then and so often it shall and may be lawful to and for the said Diana Wentworth and her Assigns into and upon the Premises so charged and chargeable with the said Annual Rent or sum of Five hundred pounds or any part thereof to enter and distrain and the distress or distresses then and there found to take order sell and dispose of in the manner provided and directed by the Law now or hereafter to be in force concerning distresses for Rents reserved until thereby or therewith or otherwise the said Annual Rent or Yearly sum of Five hundred pounds or so much thereof as shall be so behind or unpaid as aforesaid and all arrears thereof together with all incident Charges and Expenses to be incurred in and about so raising the same shall be fully satisfied and paid

And to this further Use Intent and purpose that in case the said Annual or yearly Sum of Five hundred pounds or any part thereof shall be behind or unpaid by the space of Forty days next over or after any of the said feasts or days of payment whereon the same is made payable and ought to be paid as aforesaid then and so often and from time to time as the like case shall happen it shall and may be lawful to and for the said Diana Wentworth the intended wife of the said Thomas Richard Beaumont and her Assigns into and upon all or any of the said Premises so charged and chargeable with the said Annual Rent or sum of Five hundred pounds as aforesaid or any part of the said Premises in the name of the whole to enter and receive and take the Rents Issues and Profits thereof and every part thereof to her and their own proper use and uses until thereby or therewith or otherwise the said Diana Wentworth and her Assigns shall be fully satisfied or paid all arrears of the said Annual Rent or Yearly sum of Five hundred pounds and also so much thereof as shall incur or grow due during such possession together With all such Costs Charges damages and Expenses as she or they shall incur or sustain by reason of the Nonpayment thereof contrary to the true intent and meaning of these presents and from and immediately after the death of the said

Thomas Richard Beaumont and subject to the said Annual Rent or yearly sum of Five hundred pounds and the remedies so provided for the Recovery thereof as aforesaid To the Use of the said Sir Thomas Blackett and Richard Henry Beaumont their Executors Administrators and Assigns for and during and unto the full end and Term of Two hundred years to commence and be computed from the day of the solemnisation of the said intended Marriage and fully to be compleat and ended But upon the Trusts nevertheless and for the several purposes hereinafter in that Behalf mentioned and from and immediately after the expiration or other sooner determination of the said Term of Two hundred Years To the Use of the said Sir Thomas Blackett and Richard Henry Beaumont their Executors Administrators and Assigns for and during and unto the full End and Term of Five hundred Years to commence and be computed from the day of death of the said Thomas Richard Beaumont and from thenceforth next ensuing and fully to be Compleat and ended

But upon the Trusts and to and for the several purposes hereinafter in that Behalf mentioned and from and immediately after the expiration or other sooner determination of the said Term of Five hundred Years To the Use of all or any such Son or Sons of the body of the said Thomas Richard Beaumont on the body of the said Diana Wentworth his intended wife to be begotten if more than one and in such shares and Proportions as he the said Thomas Richard Beaumont shall by any Deed or Writing signed and sealed in the presence of and attested by two or more Credible Witnesses or by his last Will and Testament or any writing in the nature of a Will signed and published in the presence of and attested by three such witnesses direct or appoint and the heirs of the Body or Bodies of such Son or Sons lawfully issuing and for default of any such direction or appointment and always subject thereto To the Use of the first Son of the Body of the said Thomas Richard Beaumont on the body of the said Diana Wentworth his intended Wife lawfully to be begotten and the Heirs of the Body of such first Son lawfully issuing and for default of such issue and subject to such direction or appointment as aforesaid To the Use of the second third fourth and all and every other son and sons of the body of him the said Thomas Richard Beaumont on the Body of her the said Diana Wentworth his intended wife to be begotten and whether born in his life time or in due time after his decease severally successively or in Remainder one after another in order and course as they and every of them shall happen to be in priority of Birth and Seniority of Age out of the several and respective Heirs Male of the Body and Bodies of all and every such second and other Son and Sons respectively lawfully issuing and in Case there shall be but one such Son and no Issue Male of any other such son living at the decease of the said Thomas Richard Beaumont then at all Events To the Use of such one Son and the Heirs of the Body of such one Son lawfully issuing and for default of such Issue To the Use of the said Bentley Bennett and Ayscoghe Bennett their Executors Adm[inistrat]ors and Assigns for and during and unto the full end and term of One thousand Years to commence and be computed from the day of the death of the said Thomas Richard Beaumont and from thenceforth next ensuing and fully to be Compleat and ended Upon the Trusts

nevertheless hereafter in that Behalf mentioned and from and immediately after the expiration or other sooner determination of the said Term of One thousand Years To the Use and Behoof of the right heirs of the said Thomas Richard Beaumont for ever

And as for and Concerning the said Term of Two hundred Years so limited to the said Sir Thomas Blackett and Richard Henry Beaumont their Executors Administrators and Assigns as aforesaid It is hereby declared and agreed by and between the said Parties to these Presents that the said Term was so limited to them as aforesaid for the further and better securing the said Annuity or Yearly Rent or sum of Five hundred pounds so provided for the jointure of the said Diana Wentworth the intended wife of the said Thomas Richard Beaumont in Case the said Marriage takes effect and that for that purpose when and so often as the same Annuity Yearly Rent or sum or any part thereof shall happen to be behind and unpaid by the space of Sixty days next after any of the said days or times whereon the same shall become payable and ought to be paid as aforesaid Then and so often they the said Sir Thomas Blackett and Richard Henry Beaumont or the survivor of them his Executors Administrators or Assigns shall and may enter into and upon the Hereditaments and Premises hereby released or intended so to be or any of them and by and out of the Rents Issues and Profits thereof raise all Arrears which shall be at such time or times due or unpaid or which shall afterwards during their or his continuance in possession incur of the same Annuity Yearly Rent or sum and all Costs Charges Damages and Expenses which they the said Sir Thomas Blackett and Richard Henry Beaumont The Survivor of them his Executors Administrators or Assigns or which the said Diana Wentworth the said intended wife of the said Thomas Richard Beaumont or her Assigns shall be put into or sustain for or by reason of the Nonpayment or detention thereof or in or about the Recovery or obtaining of the same or otherwise relating thereto as aforesaid

Provided Always and it is hereby declared and agreed by the said parties to these presents that from and after the decease of the said Thomas Richard Beaumont and subject to the payment of the said Annual Rent or Yearly sum of Five hundred pounds at the days and times aforesaid the Rents and Profits of the premises hereby Released or intended so to be or so much thereof as shall remain after satisfying the same Annual Rent or Yearly sum and the Arrears thereof and all such Costs Charges and expenses for the obtaining or Recovery thereof or incident thereto as aforesaid shall be paid received or taken to and by the Person or Persons who for the time being shall be intitled to the said Premises in Possession under or by virtue of the Limitations thereof as aforesaid or any of them Provided also and it is hereby further declared to be the true Intent and meaning of these Presents and of the said Parties that from and after the death of the said Diana Wentworth the said intended wife of the said Thomas Richard Beaumont and full payment of all Arrears of the said Annual Rent or Yearly sum of Five hundred pounds and all such Charges or Expences as shall or may have been incurred on Account of the Nonpayment and the obtaining or Recovery thereof and as shall be then payable together with the Costs and Charges of the said Trustees of the

said Term of Two hundred Years their Executors or Administrators in or about the performance or execution thereof Or if the Trusts hereby declared of or concerning the same shall in all things be fully performed and satisfied or discharged Then the said Term of Two hundred Years or so much thereof as shall be then to come and unexpired shall cease determine and be void anything herein contained to the contrary thereof in any wise notwithstanding

And as to for and concerning the said Term of Five hundred Years so limited to the said Sir Thomas Blackett and Richard Henry Beaumont their Executors Ad[m]in[istrat]ors and Assigns as aforesaid It is hereby declared and agreed by and between the said parties to these presents that the same Term is so limited to them as aforesaid upon the Trusts and to and for the several Ends Intents and Purposes and under and subject to the provisoes and Agreements hereafter expressed or declared of and concerning the same that is to say Upon Trust that in Case there shall happen to be Borne a Son of the said Thomas Richard Beaumont by the said Diana Wentworth his intended wife immediately Inheritable to the said hereditaments after the decease of the said Thomas Richard Beaumont by virtue of the Limitations aforesaid and also one or more other Child or Children who shall be living at the time of the death of the sad Thomas Richard Beaumont or born in due time afterwards they the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivor of them his Executors or Administrators shall and do by Mortgage Sale or other disposition of the said Premises hereby Released or intended so to be or of a Competent part thereof or by with or out of the Rents Issues and Profits thereof or by all or any of the said Ways and means or by such other Ways or means as they in their direction shall think fit but without Prejudice Nevertheless to the said Annual Rent or Yearly sum of Five hundred pounds and the Remedies for the Recovery thereof as aforesaid Levy and raise the Sum or Sums of Money hereafter mentioned for the portions of such Children or Child not immediately Inheritable as aforesaid that is to say

In case there shall be only one such Child (besides such Son so Inheritable as aforesaid) then the sum of Three thousand pounds as and for the portion of such one Child whether son or daughter not so Inheritable as aforesaid And in Case there shall be two or more such Children besides such Son so Inheritable as aforesaid Then the Sum of Four thousand pounds for the portions of such two or more Children each of such respective Sums to be paid to such Children or Child Whether Male or Female at such Ages or times and in such Shares and proportions amongst them if more than one so as the same be appointed to some or one of them and with such Yearly or other Sums for Maintenance in the mean time as the said Thomas Richard Beaumont by his last Will in writing or any writings in the nature of a Will signed and Published in the presence of and attested by two or more Credible Witness[es] shall direct or Appoint and for default of such direction or appointment and always Subject thereto such respective portions and Sums of Money to be raised after the decease of the said Thomas Richard Beaumont for and paid to each such Child being a Son or Sons at his or their Age or

Ages of Twenty one Years and being a Daughter or Daughters at her or their respective Ages of Twenty one Years or day or days of Marriage which shall first happen and to be vested Interested in them respectively at such respective Ages and times although the same were not to be raised until after the decease of the Said Thomas Richard Beaumont unless by his express Consent by some Writing under his hand

Provided Nevertheless that it shall and may be lawful to and for the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivor of them his Executors Administrators or Assigns with consent in writing of the said Thomas Richard Beaumont in his life time and after his decease at their own discretion or the Survivor of them to raise any part of such respective Portion or Portions for the Advancement or Preferment in the World of any such younger Son or Sons before his or their attaining such Age and in such Case the money so to be advanced whether by the said Thomas Richard Beaumont in his life time or by the said Trustees in his life time with his consent or after his decease at their own discretion as aforesaid shall go and be accounted in part of the Portion or Portions of such son or sons so to be advanced and so much only shall be due and payable to such Son or Sons when he or they shall attain the age of Twenty one Years as with the Money which shall or may have been so advanced for him or them shall make up the Portion or Portions so hereby provided for him or them as aforesaid

Provided also that in Case there shall be Issue of the said Marriage two or more such Children other than and except an eldest or only Son and any of them shall happen to die or being a Son shall become an Eldest or only son before his her or their Portion or Portions respectively shall become payable or shall be sooner advanced or paid as aforesaid Or if such Son so become an Eldest or only son Then and in such Case the Portion or Portions of him her or them so dying or so much thereof as shall not be sooner advanced or paid as aforesaid shall go or be paid to the survivor or survivors or other or others of such Younger Child or Children if more than one and shall be equally divided between and amongst them in equal shares and proportions when and as his her or their original Portion or Portions is or are so directed to be paid to him her or them respectively as aforesaid and that not only such Original Portion or Portions of such Child or Children respectively so dying or becoming an eldest or only Son as aforesaid or so much thereof as shall not be sooner advanced or paid as aforesaid but also what shall so happen to accrue to any such Child or Children by Survivorship or otherwise as aforesaid shall in like manner from time to time survive or go by way of Accruel in manner hereinbefore mentioned subject nevertheless to any such Direction or Appointment of the said Thomas Richard Beaumont as aforesaid

Provided Also And it is hereby further Declared that the said Term of Five hundred Years is so limited to them the said Sir Thomas Blackett and Richard Henry Beaumont Upon this further Trust that they the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivor of them his Executors or Administrators shall and do from

and after the decease of the said Thomas Richard Beaumont by and out of the Rents and Profits of the said Hereditaments and Premises so limited to them for the said Term but without prejudice nevertheless to the said Annual Rent or yearly Sum of Five hundred pounds and the Remedies for payment and Recovery thereof as aforesaid Levy and raise such yearly Sum or Sums of Money as the said Thomas Richard Beaumont shall in manner aforesaid direct or appoint and for default of such Appointment and always subject thereto such Yearly sum or sums as they the same Trustees or the Survivor of them his Executors or Administrators shall think fit for the Maintenance and Education of such Child or Children of the said Marriage for whom such Portion or Portions is or are so provided as aforesaid or which shall or may accrue to them him or her respectively by survivorship until such time as his her or their Portion or Portions or so much thereof as shall not be sooner advanced or paid as aforesaid shall become payable so as such Yearly Sums respectively do not exceed the Interest of such Portion or Portions after the rate of Four pounds for each One hundred pounds by the year and to be paid and payable subject to such Direction or Appointment of the said Thomas Richard Beaumont as aforesaid by equal quarterly payments at the like days and times as the said Yearly Rent or Sum of Five hundred pounds is appointed to be paid as aforesaid the first payment thereof to begin and be made on such of the same days as shall first and next happen after the decease of him the said Thomas Richard Beaumont

Provided also and it is hereby further declared and agreed by and between the parties to these Presents that no such Sale or Mortgage shall be made under or by virtue of the Trusts of the said Term of Five hundred years until some one of the said Portions so provided for such Children as aforesaid or so much thereof as shall yet Be sooner advanced or paid shall become payable and that the Rents Issues and Profits comprised in such Term of Five hundred years over and above such Maintenance as aforesaid shall and may in the mean time and until such Mortgage or sale of the said Premises or any part thereof respectively be had and received or taken by the Person or Persons who for the time being shall be next intitled in Reversion or Remainder expectant on the determination of the same Term to his and their own proper use and benefit

Provided also And it is hereby Declared that in Case there shall be no Child of the said Marriage other than and except an oldest or only son or a son becoming an oldest or only Son or there being any such all of them shall happen to die before the Portion or Portions of any of them shall become vested as aforesaid Or if the Person or Persons to whom the next Estate of Inheritance or Freehold of or in the Premises Comprised in the said Term of Five hundred Years In Remainder expectant upon the said Term shall for the time being belong or appertain shall and do well and truly pay to the said Sir Thomas Blackett and Richard Henry Beaumont or the survivor of them his Executors or Administrators or to his or their satisfaction secure to be paid the Portion or Portions hereinbefore provided by Virtue of and under the said Trusts of the same Term for such younger Child or Children as aforesaid and all Arrears of the Maintenance

aforesaid and of the Trustees Charges relating to the Trust of the same Term (if any such Charges shall have been incurred) and the several and respective Trusts hereinbefore declared of or concerning the same Term shall in all things be fully performed satisfied or discharged or shall become unnecessary or incapable of taking Effect that then and in any of the said Cases the same Term or so much thereof as shall not have been disposed of for the purposes aforesaid or any of them shall cease determine and be void any thing herein before contained to the contrary  
Notwithstanding

And as for and concerning the said Term of One thousand Years so limited in Use to them the said Bentley Bennett and Ayscoghe Bennett their Executors Administrators and Assigns It is hereby Declared and Agreed by and between the said Parties to these Presents that the same is so limited to them as aforesaid Upon Trust that in Case at the time of death of the said Thomas Richard Beaumont there shall be neither any Son of the said intended Marriage nor any Issue of the Body of any such Son then born or which shall be born in due time after after his death Or in Case there shall be any such Son or Sons or Issue of such Son or Sons and all of them shall happen to die without Issue of his or their Body or Bodies before any of them shall attain the Age of Twenty one Years and there shall be one or more Daughter or Daughters of the said intended Marriage they the said Bentley Bennett and Ayscoghe Bennett or the Survivor of them his Executors or Administrators shall and do (Subject and without prejudice to the said Yearly Rent or sum of Five hundred pounds and the Powers and Remedies for raising and levying the same as aforesaid) by Sale or Mortgage or other disposition of the Premises hereby Released or intended so to be with all the Appurtenances or of a Competent part thereof for all or any part of the same Term or by with or out of the Rents Issues and Profits thereof or of any part thereof or by all or any of the said Ways or Means or by any other ways or means whatsoever as they or he shall think fit levy or raise for the Portion or Portions of such Daughter or Daughters the Sum or Sums of Money following that is to say if there shall be but one such Daughter the sum of Three thousand pounds of lawful money of Great Britain as or for the Portion of such one Daughter and if there shall be two or more such daughters the Sum of Four thousand pounds of like lawful money as and for their several and respective Portions and such portion or Portions for such Daughter or Daughters to be paid at such Ages and times and in such Shares and Proportions respectively amongst them if more than one and with such Yearly or other sums for Maintenance in the mean time as the said Thomas Richard Beaumont by his last Will in Writing or in Writing in the nature of a Will Signed and published in the presence of and attested by two or more Credible Witnesses shall direct or appoint so as the respective sums aforesaid be appointed for some or one of them and for default of such direction or appointment and always subject thereto to be paid to such Daughter or Daughters respectively at her or their Age or Ages of Twenty one Years or day or days of Marriage which shall first happen

Provided always and it is hereby declared and agreed by and between the said Parties to these Presents that in Case there shall be such failure of Issue male of the said intended Marriage as last aforesaid and there shall happen to be two or more such Daughters and any of them shall happen to die before her or their Portion or Portions to be raised under the Trusts of the said Term of one thousand Years shall become payable as aforesaid the Portion or Portions of her or them so dying shall go to the Survivor or Survivors or other or others of them if more than one and shall be divided between or amongst them in equal shares and proportions as and when her or their original Portion or Portions under the Trusts of the same Term shall become payable as aforesaid and not only the original Portion or Portions provided under the Trusts of the same Term for such Daughter or Daughters so dying but also what shall so happen to accrue to any such Daughter or Daughters by survivorship as aforesaid shall in like manner from time to time survive or go by way of Accrue in manner hereinbefore mentioned in Case the same be not otherwise appointed by the said Thomas Richard Beaumont in manner aforesaid and subject always to such direction or Appointment

And upon this further Trust that they the said Bentley Bennett and Ayscoghe Bennett or the survivor of them his Executors or Administrators shall and do from and after the decease of the said Thomas Richard Beaumont by and out of the Rents Issues and Profits of the Premises hereby limited in Use to them as aforesaid for the same Term levy and raise such Sum and Sums of Money for the Maintenance of such Daughter or Daughters so provided for by or under the Trusts of the said Term of One thousand Years as aforesaid respectively from the death of him the said Thomas Richard Beaumont until the time or times hereinbefore limited or appointed for the payment of her or their Portion or Portions respectively in Case such Daughter or Daughters respectively shall so long live or till she or they respectively or any of them shall happen to die which shall first happen as he the said Thomas Richard Beaumont shall direct or appoint in manner aforesaid and for default of any such direction or appointment and always subject thereto then such Maintenance to be more or less at the direction of the said Bentley Bennett and Ayscoghe Bennett the survivor of them his Executors or Administrators But so as the same shall not exceed the Interest of such Portion or Portions respectively at or after the rate of Four pounds for each One hundred pounds by the Year and to be paid and payable quarterly and on the like days and times as above mentioned in each year the first payment thereof to begin and be made on such of the same days as shall first and next happen after the decease of the said Thomas Richard Beaumont

Provided also and it is hereby further declared that no such Sale or Mortgage shall be made under or by virtue of the Trusts of the said Term of One thousand Years until some one of the Portions thereby provided for the Daughter or Daughters of the said Marriage shall become payable as aforesaid and that the Rents Issue and Profits of the Premises Comprised in such Term over and above the Maintenance to be raised for such Daughter or Daughters and what shall or may be received thereof under the said

Trusts for the further and better securing the said Annual Rent or Yearly Sum of Five hundred pounds shall and may in the mean time and until such Mortgage or Sale of the same Premises or any part thereof be had received or taken by the Person or Persons who for the time being shall be next intitled in Reversion or Remainder expectant on the determination of the said Term to and for his and their own proper use and benefit

Provided always that if the said Thomas Richard Beaumont shall in his life time advance to any such Daughter or Daughters Younger Son or Sons so provided for by or under the Trusts of the said Term of Five hundred Years or for any such Daughter or Daughters of the said Marriage so provided for by or under the Trusts of the said Term of One thousand Years as aforesaid any Sum or Sums of Money for or towards his her or their portion or Preferment in the World and shall by Writing under his hand and seal declare the same to be for and towards the Portion and Portions hereby provided or intended for them as Aforesaid the money so given shall be deemed if equal in full or if less in part satisfaction of the Portion hereby provided or intended for such Child so advanced and in the Case of a partial advancement of any such Children then so much more only shall be raised by virtue of the said Terms of Five hundred Years or One thousand Years as the Case shall be but Subject and without Prejudice as aforesaid and together with what shall be so given or advanced by the said Thomas Richard Beaumont shall compleat and make up the Portion hereby provided for each such Child so to be advanced as aforesaid but subject nevertheless to such direction or Appointment of the said Thomas Richard Beaumont as aforesaid with respect to the proportioning amongst them of such Portions and aforesaid

Provided nevertheless And it is hereby further declared that no such daughter shall be intitled to a double Portion or double maintenance under or by virtue of the said Terms of Five hundred Years and One thousand Years or either of them but that in Case any such Daughter or Daughters shall have received or become intitled to any Portion or Portions Sum or Sums of Money by virtue of the said Term of Five hundred Years and afterwards the Trusts of the said Term of One thousand Years shall happen to take effect such Daughter or Daughters shall only be intitled in the whole to so much Money as with what she or they shall so have received or become intitled to by virtue of the said Term of Five hundred Years shall amount to the Portion or Portions provided for her or them by virtue of the said Term of One thousand Years and no more and that subject to the direction or Appointment of the said Thomas Richard Beaumont concerning the same as aforesaid any thing herein contained to the contrary notwithstanding

Provided also and it is hereby further declared to be the true intent and meaning of these Presents and of the said Parties that in Case of failure of Issue Male as aforesaid there shall not be any Daughter or Daughters of the said intended Marriage or being such all of them shall happen to die before the respective times hereinbefore prescribed

for payment of her or their Portion or Portions respectively as aforesaid by or under the Trusts of the said Term of One thousand Years or if the Person or Persons to whom the next Estate of Inheritance of Freehold of or in the premises hereby Released or intended so to be in Remainder expectant upon the said Term of One thousand Years shall for the time being belong or appertain shall and do well and truly pay to the said Bentley Bennett and Ayscoghe Bennett or the Survivor of them his Executors or Administrators or to their or his satisfaction secure to be paid the Portion or Portions hereinbefore Provided by or under the Trusts of the said Term of One thousand Years as aforesaid according to the true intent and meaning of these Presents or so much thereof as shall be then remaining unpaid all Arrears of the maintenance provided by or under the Trusts of that Term and the Trustees Charges relating to the Trusts of the said Term of One thousand Years if any such shall have incurred and if the several and respective Trusts hereinbefore declared of and concerning the same Term shall in all things be fully performed and satisfied or discharged or shall become unnecessary or incapable of taking effect the said Term of One thousand Years or so much thereof as shall not be disposed of for the purposes aforesaid shall then and from thenceforth cease and be void anything herein contained to the contrary notwithstanding

Provided also And it is hereby further declared that it shall and may be lawful to and for the said Thomas Richard Beaumont at any time or times hereafter during his life and also for the said John Bingley and Mark Skelton or the Survivor of them after the death of the said Thomas Richard Beaumont and during the Minority of any Son or other Child or Children of the said Thomas Richard Beaumont by the said Diana Wentworth his intended Wife as and when they shall respectively become intitled in Possession of the Premises hereby released or intended so to be under or by virtue of the limitations aforesaid or any of them by Indenture under the hand and seal of the said Thomas Richard Beaumont during his life or under the hands and seals of the said John Bingley or Mark Skelton or the Survivor of them after the deceased the said Thomas Richard Beaumont to Demise or Lease all or any part of the Premises hereby Released or intended so to be for any Term or number of years not exceeding Twenty one Years in Possession and not in Reversion or by way of future Interest and so as that upon every such Lease there be reserved to be paid and to go along with the Reversion or Inheritance of the Premises hereby released or intended so to be and during the continuance of the Term to be thereby demised the best or most improved Rent that can or may be reasonably had and obtained for the same and without taking any Sum or Sums of Money by way of Fine Premium or Foregift for the same or in respect thereof and so as in every such Lease there be inserted a Proviso or Condition for Reentry on the premises thereby to be demised in failure of payment of the Rent thereby to be reserved as is usual in the like Cases and so as that the Lessee or Lessees therein respectively their Executors Administrators and Assigns or any of them be not punishable for Waste by any express words therein to be contained and that at the time of Executing every such Lease the Lessee or Lessees therein do or shall execute and deliver a Counterpart thereof to the Person or Persons making such demise

Provided also And it is hereby further declared and agreed to be the true intent and meaning of these Presents and of all the said Parties hereto that in Case the said Thomas Richard Beaumont shall at any time or times hereafter during his life with the Approbation of them the said John Bingley and Mark Skelton and of the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivors or Survivor of them their or his Executors Administrators or Assigns and also of her the said Diana Wentworth in Case she be then living but otherwise only with the Approbation of such Trustees or the Survivors or Survivor of them to be testified in both Cases by any Deed or Deeds to be executed in the presence of and attested by two Credible Subscribing Witnesses absolutely to sell for a valuable Consideration in Money Or to exchange for other Lands Tenements Tithes or other Hereditaments of Equal or better Value being Freehold or Copyhold of Inheritance all or any of the said Messuages Lands Tenements Tithes and Hereditaments hereinbefore mentioned to be hereby Granted and Released And in Case of such absolute Sale when the purchase monies agreed to be paid for any such Messuages Lands Tenements Tithes or other Hereditaments so sold shall be paid to the said John Bingley and Mark Skelton or the Survivor of them his Executors or Administrators as they or he with the Approbation and Concurrence of the said Thomas Richard Beaumont shall direct and their or his receipts in Writing shall be given for the same Then and from thenceforth such receipt or receipts shall be a sufficient Indemnity to the Purchaser or Purchasers thereof for the money expressed therein and such Purchaser or Purchasers shall not be obliged to see to the Application thereof nor Answerable for any Misappropriation thereof and the Messuages Lands Tenements Tythes or other Hereditaments so sold shall from thenceforth be absolutely Exonerated and discharged from all the Uses Trusts Charges Provisoos and Limitations herein expressed and declared concerning the same and the said Indenture of Bargain and Sale and these Presents shall from thenceforth Be and Enure To such Uses only as the said Thomas Richard Beaumont and the said John Bingley and Mark Skelton or the Survivor of them or his Executors or Administrators shall by any such Deed or Deeds to be Executed and Attested as aforesaid direct

And all such Purchase Money so to be paid to them the said John Bingley and Mark Skelton and the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivors or Survivor of them his Executors or Administrators shall by them or him laid out and invested with all Convenient Expedition in Government or Real Security or Securities at Interest until the same can be applied in the purchase of Lands Tenements Tithes or Hereditaments of Freehold or Copyhold of Inheritance with full power in the mean time to call in and place out the same again upon like Security or Securities so as the same be declared by some Writing or Writings under the hands and seals of the said John Bingley and Mark Skelton or the Survivor of them his Executors Adm[inistrat]ors or Assigns and under the hand and seal of the said Thomas Richard Beaumont to be so laid out and invested upon the Trusts Subject to the Charges and for the intents and Purposes in these Presents Declared of and concerning the

Hereditaments which shall have been so sold until the same can be laid out and invested in such New Purchase or Purchases and when and as soon as the same can be so laid out and Invested to the satisfaction of the said John Bingley and Mark Skelton and the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivors or Survivor of them his Executors or Administrators and of the said Thomas Richard Beaumont then on such New purchased Hereditaments being duly and effectually Conveyed to the said John Bingley and Mark Skelton and their Heirs or the Survivor of them and his Heirs To the Uses Upon the Trusts subject to the Charges and to and for the Intents and Purposes hereinbefore expressed and declared of and concerning the Messuages Lands Tenements Tithes and Hereditaments hereby Granted and Released or mentioned and intended so to be or such of them as shall then be undetermined and capable of taking effect to the satisfaction of the said John Bingley and Mark Skelton and the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivors or Survivor of them his Executors or Adm[inistrat]ors the Trust Money so to be laid out and invested as aforesaid or so much thereof as the Consideration or Considerations for such New purchased Hereditaments shall amount to shall and may be called in and paid to the Vendor or Vendors of the same Hereditaments or to such Person or Persons as shall be intitled to such Consideration or Considerations in Law and Equity fully discharged and exonerated from all such Trusts and Charges as aforesaid

And the Receipt or Receipts of such Vendor or Vendors of such Person or Persons so receiving the same shall be a sufficient discharge for the Money which shall be so paid to them by virtue of these Presents and in case of any such Exchange as aforesaid then when any such Lands Tenements Tithes and other Hereditaments so to be taken in exchange by the said John Bingley and Mark Skelton and the said Sir Thomas Blackett and Richard Henry Beaumont or the Survivors or Survivor of them his Executors or Administrators shall be duly and effectually Conveyed to the said John Bingley and Mark Skelton and their Heirs or to the Survivor of them and his Heirs to the Uses Upon the Trusts Subject to the Charges and to and for the intents and purposes hereinbefore expressed and declared concerning the Messuages Lands Tenements Tithes and Hereditaments hereby Granted and Released or mentioned and intended so to be or such of them as shall then be undetermined or capable of taking effect Then and from Henceforth the Messuages Lands Tenements Tithes or other Hereditaments so to be given in exchange by the said John Bingley and Mark Skelton or the Survivor of them or his Heirs with the Approbation of the said Thomas Richard Beaumont testified as aforesaid shall be absolutely exonerated and discharged from all the Uses Trusts Charges Provisoes and Limitations herein expressed and declared concerning the same And the said Indenture of Bargains and Sale and these Presents shall from thenceforth be and Enure to such Uses only as the said Thomas Richard Beaumont and the said John Bingley and Mark Skelton and the said Sir Thomas Blackett and Richard Henry Beaumont the Survivors or Survivor of them his Executors and Administrators shall by any such Deed or Deeds to be Executed and Attested as aforesaid direct Any thing herein contained to the contrary notwithstanding

Provided also and it is hereby declared to be the true intent and meaning of these Presents and of the Parties hereto that in Case the said Diana Wentworth shall happen to die after the said intended Marriage and in the life time of the said Thomas Richard Beaumont and he shall afterwards Marry any other Woman or Women it shall and may be lawful and for him the said Thomas Richard Beaumont to Charge the Messuages Lands Tenements Tythes and Hereditaments before mentioned to be hereby Granted and Released or any Hereditaments to be New purchased or taken in exchange by virtue of the Powers hereinbefore contained with any Jointure or Jointures by way of Rent Charge for any such Woman or Women before or after such future Marriage or Marriages for and during her or their life or lives to take effect at the decease of the said Thomas Richard Beaumont and with Proper Powers and Remedies for raising and recovering the same so as such jointure do not exceed the Yearly Sum of Five hundred pounds any thing herein before contained to the contrary notwithstanding

Provided also that in Case the Trustees of the said several Terms of Five hundred Years and One thousand Years hereinbefore named or any of them should die or decline to act or become incapable of acting in the Trusts aforesaid before the same shall be fully executed and performed then and in any of the said Cases it shall and may be lawful to and for him the said Thomas Richard Beaumont and the said Diana Wentworth during their [2-3 words obscured, possibly 'respective lifetimes'] Or after her decease for the said Thomas Richard Beaumont (in Case he shall survive her) together with the then Surviving and other Trustees or Trustee by any Instrument or Instruments in Writing under their hands and seals attested by two or more Credible Witnesses to Nominate and Appoint any New Trustee or Trustees in the room of any such Trustee or Trustees so dying or declining to Act or becoming incapable of acting as aforesaid and to cause such New Trustee or Trustees to be legally invested in and within the same Estates Uses Trusts and Powers in all respects as the Trustee or Trustees in whose Room such New Trustee or Trustees shall be so Nominated or Appointed is or are by these Presents invested with and such former Trustee or Trustees so declining or becoming incapable to act shall be from thenceforth wholly Divested and discharged of and from all such Estates Uses Trusts and Powers

And it is hereby declared and Agreed by and between the said Parties to these Presents that it shall and may be lawful to and for all and every the said Trustees herein before named and the New Trustees (if any) so as aforesaid to be appointed their Executors and Administrators respectively to deduct or retain to themselves in the first place by or out of the Premises hereby released or intended so to be all such Sum or Sums of Money as they respectively or any of them shall or may at any time or times hereafter bear pay sustain expend or be put unto for or by reason or on Account of the Trusts in them reposed or in the defence or execution thereof or for or by reason or on Account of any other Cause Matter or Thing whatsoever touching on or concerning the same or otherwise relating thereto and that the said several and respective Trustees of the said

several and respective Terms of Two hundred Years Five hundred Years and One thousand Years and any other New Trustees to be eventually Nominated or Appointed as aforesaid shall not be Answerable or Accountable for any more Moneys than what shall come to their respective hands under or by virtue of the several Trust hereby in them reposed respectively nor one for the other of them respectively or with or for the Acts Deeds or defaults or Receipts of the other of them but each and every of them for his and their own Proper Acts Deeds Defaults and Receipts only (their joining in Receipts for conformity only notwithstanding) nor with or for any Loss which shall or may happen of any Trust money which may come to their or any of their Hands by virtue of any of the Trusts aforesaid otherwise than by or through their own wilful default or neglect but each of them only to be Answerable for his own wilful default

And the said Thomas Richard Beaumont for himself his Heirs Executors and Administrators both Covenant Promise and agree to and with the said John Bingley and Mark Skelton their Heirs and Assigns by these presents in manner following (that is to say) that for and notwithstanding any Act Matter or Thing whatsoever by him the said Thomas Richard Beaumont or any of his <Ancestors> (except only as hereinafter excepted) made done or committed or by or through his their or any of their wilful means or default consent Privity or procurement suffered to be done by the said Thomas Richard Beaumont now is and standeth lawfully absolutely and rightfully seized to him and his Heirs of and in the Premises hereby Released or intended so to be with their Appurtenances of and for a good sure perfect absolute and indefeasible Estate of Inheritance in Fee Simple in Possession without any Condition Use Trust Power of Revocation Limitation of Use or Uses or any other Cause matter or thing to defeat charge change incumber or impeach the same

And that for and notwithstanding any such Act matter or thing as aforesaid he the said Thomas Richard Beaumont now hath in himself good right full power and lawful and absolute authority to grant and release the Hereditaments and Premises hereinbefore mentioned with their Appurtenances To the uses upon the Trusts and for the Intents and Purposes hereinbefore thereof respectively declared as aforesaid

And also that all and singular the Hereditaments and Premises hereby Released or intended so to be with their Appurtenances now are and from time to time hereafter shall remain continue and be to for and upon the several Uses Trusts Intents and Purposes and with under and subject to the Powers Provisoes and Agreements hereby limited expressed or declared of and concerning the same and shall be held and enjoyed accordingly without any Interruption or disturbance whatsoever of from or by him the said Thomas Richard Beaumont or any other person or persons whomsoever Lawfully claiming or to claim by from or under him or any of his <Ancestors> except as herein excepted or by or through his or their or any of their wilful means or default consent privity or procurement And that free and clear and freely and clearly acquitted exonerated and discharged or otherwise well and sufficiently saved kept harmless and

indemnified by the said Thomas Richard Beaumont his Heirs Executors and Administrators of from and against all former and other Gifts Grants Bargains Sales Leases Mortgages except the several Mortgages hereinafter mentioned for several principal Sums amounting together to the principal Sum of Four thousand pounds with Interest for the same that is to say

One Mortgage by certain Indentures of Lease and Release bearing date respectively the thirteenth and fourteenth days of June One thousand seven hundred and eighty two the Release made or mentioned to be made between Daniel Jones of the City of York Clerk of the first part Thomas Beaumont of Darton in the County of York Esquire of the second part the said Thomas Richard Beaumont of the third part and John Binns of Leeds in the said County Of York Stationer of the fourth part whereby the Premises hereinbefore mentioned to be situate at Darton aforesaid and called or known by the several names of the Oakes and the Parsonage were granted and Released to and to the Use of the said John Binns for securing the repayment of the Sum of One thousand pounds and Interest

And one other Mortgage by certain other Indentures of Lease and Release bearing date respectively the same thirteenth and fourteenth days of June One thousand seven hundred and eighty two the Release made or mentioned to be made between the said Daniel Jones of the first part the said Thomas Beaumont of the second part the said Thomas Richard Beaumont of the third part and William Atkinson of Hunslett in the Parish of Leeds in the said County Clothier of the fourth part whereby the Premises hereinbefore mentioned to be situate at Darton aforesaid and called or known by the name Swawell alias Swowhill alias Swallowhill alias Swallowhall were granted and released to and to the Use of the said William Atkinson for securing the repayment of the Sum of One thousand pounds and Interest

And one other Mortgage by certain other Indentures of Lease and Release bearing date respectively the twenty second and twenty third days of April One thousand seven hundred and eighty five the Release being of three parts and made or mentioned to be made between John Willamson of Ripley in the County of York Gentleman and Francis Leak of Chapel Allerton in the Parish of Leeds in the said County of York Grocer of the first part the said Thomas Richard Beaumont (by the description of Thomas Richard Beaumont of Darton in the said County Esquire only Son and Heir at Law of Thomas Beaumont late of Darton aforesaid Esquire deceased) of the second part and Gamaliel Milner of Attercliffe in the Parish of Sheffield in the said County of York Esquire of the third part Whereby the Premises herein before mentioned to be situate at Woodall in the Parish of Darfield were granted and Released to and for the Use of the said Gamaliel Milner for securing the repayment by the said Thomas Richard Beaumont unto the said Gamaliel Milner of the Sum of Two thousand pounds and Interest And also freed and discharged from all other Estates Titles Trusts Troubles Charges and Incumbrances whatsoever had made done or committed by him the said Thomas

Richard Beaumont or any of his Ancestors or by or through his their or any of their wilful means neglect privity or procurement suffered to be done

And further that he the said Thomas Richard Beaumont and all and every other Person or Persons whomsoever having or lawfully claiming or who shall or may have or lawfully claim at any time or times hereafter any Estate Right Title or Interest whatsoever of into or out of the same Premises hereby released or intended so to be with the Appurtenances or any part thereof by from or under the said Thomas Richard Beaumont or any of his Ancestors or by or through his their or any of their wilful means or default Consent Privity or Procurement shall and will from time to time and at all times hereafter at the request of the said John Bingley and Mark Skelton their Heirs Executors or Administrators or any of them make do acknowledge levy execute and suffer or cause to procure to be made done acknowledged levied executed and suffered all and every such further and other lawful and reasonable Act and Acts Thing and Things Deeds Devices, Conveyances and Assurances in the Law whatsoever for the further better more perfect and absolute Conveying Assuring and Confirming all and Singular the Hereditaments and Premises hereby Released or intended so to be or any of them with their and every of their Appurtenances unto the said John Bingley and Mark Skelton and their Heirs to and for the several uses Intents and Purposes hereby limited expressed and declared of and concerning the same and according to the true intent and meaning of these Presents Be the same by Fine or Fines Recovery or Recoveries or by any other Ways or means whatsoever as by the said John Bingley and Mark Skelton their Heirs Executors or Administrators or any of them or their or any of their Counsel learned in the Law shall be reasonably devised advised or required but so as that such further Assurances or Conveyances or any of them do or doth not <contain> any Warranty nor any further or more extensive Covenants with respect to the said Thomas Richard Beaumont and his Heirs than are contained in these Presents and with respect to any other Person or Persons who may be required to make or execute the same than as against him her or them and those claiming under them respectively and so as that the Party or Parties required to make or execute the same be not compelled or compellable to go or travel from his her or their respective place or places of Abode for the making or doing thereof

And the said Sir Thomas Blackett for himself his Heirs Executors and Administrators doth hereby Covenant Promise Grant and Agree to and with the said John Bingley and Mark Skelton their Heirs and Assigns that he the said Sir Thomas Blackett his Heirs Executors Administrators or Assigns or some of them shall and will within the space of Two Years after the Solemnisation of the said intended Marriage by and out of the said Sum of Five thousand pounds the Portion of the said Diana Wentworth his daughter well and truly satisfy pay off and discharge the said several and respective Principal sums of One thousand pounds One thousand pounds and Two thousand pounds so due and owing and charged upon the Premises hereby Rehearsed or intended so to be or on some part or parts thereof together with all the Interest due and to grow due for

and upon the said several and respective Sums of Money as aforesaid and that when and so soon as such respective Sums of Money and Interest shall be so paid off satisfied and discharged as aforesaid he the said Sir Thomas Blackett shall and will procure the several and respective Mortgagee and Mortgagees their Heirs Executors Administrators or Assigns or the Person or Persons in whom any Estate of or in the said Premises or any part thereof shall be vested for Securing the said several and respective Sums of Money and Interest as aforesaid to Assign Convey and Assure the same and every part thereof unto the said John Bingley and Mark Skelton their Heirs and Assigns and all their and each and every of their Right Title Interest Estate Claim and Demand [about 6 words obscured] Conveyances and Assurances respectively when so had and made shall be adjudged construed and taken to be as for and concerning the Premises therein and thereby respectively Conveyed and Assured and the said John Bingley and Mark Skelton their Heirs and Assigns shall stand and be so seized thereof to for and upon the several Uses Trusts Ends intents and purposes hereinbefore mentioned and to for and upon no other use Intent or Purpose whatsoever and that until the said several Principal Sums shall be so paid off and discharged he the said Sir Thomas Blackett his Heirs Executors Administrators or Assigns shall and will pay and keep down all the Interest thereof out of the Interest of the said Sum of Five thousand pounds the Portion of the said Diana Wentworth his Daughter and shall and will well and truly pay or cause to be paid to the said Thomas Richard Beaumont his Executors Administrators or Assigns at the end of such Two Years after the Solemnisation of the said intended Marriage the residue of the said Sum of Five thousand pounds portion over and above what shall be so applied in the payment of the said respective principal Mortgage debts and shall and will also pay or cause to be paid to the said Thomas Richard Beaumont his Executors Adm[inistrat]ors or Assigns the the Interest of such residue after the rate of five pounds for One hundred pounds by the year to be computed from the day of the solemnisation of such Marriage In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above Written .....

[Document signed and sealed by:]

Tho Rd Beaumont, Thomas Blackett, John Bingley, Mark Skelton, Diana Wentworth.

[Endorsements, on reverse:]

Sealed and delivered by the within mentioned Thomas Richard Beaumont and Sir Thomas Blackett Baronet (the lease for a year being first duly executed) in the presence of us.

[signed] Sophia Wentworth Jon(atha)n Woodhead Sworn

Sealed and delivered by the within mentioned Diana Wentworth in the presence of us.

[signed] Sophia Wentworth Jon(atha)n Woodhead Sworn

Sealed and delivered by the within mentioned John Bingley and Mark Skelton in the presence of us.

[signed] John Roper Jon[atha]n Woodhead Sworn

Received the day and year first within written of and from the said Sir Thomas Blckett The Bond within expressed to be given by him to us

[signed] John Bingley M. Skelton

Witnesses John Roper Jon[atha]n Woodhead

Memorial of the within written Deed was registered at Wakefield the Twenty Eighth Day of July Seventeen Hundred and Eighty Six <near twelve at Noon> page 101 and Number 154

[illegible signature] Dep.y Reg[istrar]