

1911
Abstract of the Title
----- of -----
The Present Earl of Rosse

AS TENANT FOR THE LIFE UNDER A **SETTLEMENT** EXECUTED BY THE RIGHT HONOURABLE **WILLIAM LATE EARL AND COUNTESS OF ROSSE** AND UNDER A **RE-SETTLEMENT** EXECUTED BY THE RIGHT HONOURABLE **LAWRENCE LATE EARL OF ROSSE** AND THE SAID PRESENT EARL TO CERTAIN ESTATES SITUATE IN THE TOWNSHIP OF HEATON SHIPLEY AND MANNINGHAM IN THE PARISH OF BRADFORD IN THE WEST RIDING OF THE COUNTY OF YORK

1866 September 25th
Stamp
£1.15.0
9 followers of 10/- each
4 followers of £1 each
1 followers of £2.10.1

Indenture of this date made between THE RIGHT HONOURABLE WILLIAM EARL OF ROSSE AND MARY COUNTESS OF ROSSE his wife of the first part THE HONOURABLE LAWRENCE PARSONS of Uplands near Fareham in the County of Hants of the second part and the said LAWRENCE PARSONS and JOHN GILBERT KING of Ballylin in Kings County Ireland Esquire of the third part

Reciting that by and Indenture of Release and Settlement dated the 6th day of June 1837 made between the said EARL OF ROSSE and MARY COUNTESS OF ROSSE his wife then and therein respectively called LORD OXMANTOWN and MARY LADY OXMANTOWN his wife of the first part the HONOURABLE ARTHUR DUNCOME and DELIA his wife of the second part and the said LAWRENCE PARSONS and HARDRESS LLOYD Esquire then since deceased of the third part and WILLIAM EDWARD POWELL and ROBERT WHARTON Esquires of the fourth part and being duly acknowledged by the said Countess as appeared by a Memorandum of Acknowledgement thereupon endorsed and by an Official Copy of the Certificate of Acknowledgement. The one undivided moiety then of the said Countess of and in (amongst other hereditaments) the manors messuages farms lands and other hereditaments at Heaton and Shipley and Manningham in the Parish of Bradford in the County of York comprised or particularly mentioned or referred to in the schedule thereunder written or thereunto annexed (but exclusive of such small parcel thereof as had then since been purchased as thereafter was mentioned) with the appurtenances was duly conveyed limited and assured (subject to one moiety of the therein mentioned mortgage debt which had then since been discharge and subject also to one moiety of the therein mentioned jointure rent charge of £700 payable to ISABELLA HELENA FIELD Widow during her life but which had not been then previously charged upon any of the said hereditaments and has then since determined by the decease of the said ISABELLA HELENA FIELD in the year 1842) To the use of such person or persons for such Estate and Estates interest and interests upon such trusts and to and for such ends intents and purposes and with under and subject to such powers provisions limitations declarations and agreements as the said Earl and Countess during their joint lives by the deed or deeds instrument or instruments in writing with or without power of revocation to be by them sealed and delivered in the presence of and attested by the two or more credible witnesses should jointly direct limit and appoint and in the meantime and until and also in default of such direction limitation or appointment To the use of the

said WILLIAM EDWARD POWELL and ROBERT WHARTON their executors administrators and assigns for the term of 99 years without impeachment of waste upon the trusts thereafter declared concerning the same (and which were trusts for raising or securing an annuity or yearly sun of £500 for the said Countess during the joint lives of herself and the said Earl by way of pin money) with remainder To the use of the said Earl and his assigns during his life without impeachment of waste with remainder To the use of the said LAWRENCE PARSONS and HARDESS LLOYD and their heirs during the life of the said Earl upon the usual trust to preserve contingent remainders with remainder To the use of the said Countess and her assigns during her life without impeachment of waste with remainder To the use of the last named Trustees and their heirs during her life upon the usual trust to preserve contingent remainders with remainder To the use of such Son of the said Countess by the said Earl for such estates or interest or with such limitations over in favour of any other of such son or sons as they the said Earl and Countess in manner therein mentioned should jointly appoint and in default of and subject to any such appointment then to the use of the first and other sons of the said Countess by the said Earl or any future husband severally and successively according to seniority in tail general with remainder To the use of all daughters of the said Countess by the said Earl or any future husband as tenants in common in tail with cross remainder in tail between them if more than one with divers remainders over with an ultimate remainder To the use of the said Countess her heirs and assigns for ever And by the Indenture then in recital it was amongst other things provided that it should be lawful for the said Earl and Countess and the survivor of them in manner therein mentioned to charge all or any part of the said undivided moiety with any sums for portions for any of their children other than an eldest or only son for the time being entitled to the said moiety for an estate tail in possession or in remainder immediately expectant on the decease of the survivor of the said Earl and Countess not exceeding in the whole if but one such child the sum of £20,000 and if two such children the sum of £30,000 and if three or more such children the sum of £40,000 as therein more fully expressed And it thereby also by the said Indenture then in recital provided that it should be lawful for the said Countess after the decease of the said Earl if she should happen to survive him to borrow at interest any sum not exceeding the whole £10,000 on the security of all or any part of the said undivided moiety for her own use and benefit or for the benefit of any other persons as therein also more fully expressed

And Reciting that it appeared from the Indenture next thereafter recited that since the date and execution of the said Indenture of Settlement it had been discovered that a small portion that was to say 7 acres 2 roods 5 perches of land or thereabouts part of the lands in Heaton aforesaid numbered 88, 124, 259, and 260 in the said schedule thereto and therein particularly described and which was by the said Indenture of Settlement considered and treated as freehold was in fact of leasehold tenure and held for the residue of the term granted by an Indenture dated the 7th of November 1654 whereof 317 years were unexpired at the date of the said Indenture of Settlement subject to the payment of a yearly rent of £2 and that a cottage or tenement and garden in Heaton aforesaid containing 1 rood 17 perches or thereabouts formerly in the occupation of JOHN FIRTH or JOHN CRAVEN his undertenant was also of leasehold tenure and was held for the unexpired residue of a term of 999 years granted thereof by a certain Indenture dated the 11th of November 1686 at the nominal rent of a red rose

And Reciting that by an Indenture of appointment and Release dared the 12th day of May 1840 duly grounded as a Release on the therein mentioned Bargain and Sale or Lease for a year and made between the said Earl and Countess then and therein called LORD OXMANTON and MARY LADY OXMANTON his wife of the first part the said LAWRENCE PARSONS and HARDESS LLOYD of the second part the said ARTHUR DUNCOMBE and DELIA his wife of the third part THE RIGHT HONOURABLE WILLIAM LORD FAVERSHAM then and therein called THE HONOURABLE WILLIAM DUNCOMBE and SIR THOMAS DIGBY LEGARD Baronet of the fourth part and CHARLES EVANS Gentleman of the fifth part amongst other hereditaments the entirety of the freehold manors messuages farms lands and other hereditaments comprised or mentioned in the said Schedule thereto save and except the coal and other mines and minerals and veins and seams of coal and ironstone and other minerals except stone under such of the same hereditaments as were situate at Heaton and Shipley aforesaid and exclusive also of such small parcel thereof as had then since been purchased as thereafter mentioned with the appurtenances was duly appointed granted and otherwise assured To the several uses therein mentioned that was to say subject as to certain parts thereof a term of years thereby limited for raising or securing a moiety of the said jointure rent charge of £700 per annum which had then since determined as aforesaid To such uses upon and for such trusts intents and purposes and with under and subject to such power of appointment by the said Earl and Countess and other powers provisoes limitations and agreements as were in and by the thereinbefore recited Indenture of Settlement of the 6th day of June 1387 limited declared or expressed of and concerning the undivided moiety thereby granted and released of and in the freehold hereditaments therein and in the said Schedule thereto mentioned And by the Indenture then in recital all the said leasehold cottage or tenement lands gardens and premises thereinbefore mentioned as comprised in and demised by the said several Indentures of Demise or Lease dated respectively the 7th day of November 1654 and the 11th day of November 1686 with the appurtenances were appointed assigned and otherwise assured unto the said LAWRENCE PARSONS and HARDRESS LLOYD their executors administrators and assigns for all the respective residues of the several terms of years for which the same respectively were held under the several Indentures of Lease by which the same respectively were granted nevertheless under and subject to the payment of the rents and the observances and performance of the several covenants and agreements reserved and contained in and by the several Indentures of Lease under which the same respectively were held but in trust for such person or persons as should from time to time by virtue of the limitations thereinbefore and in the said thereinbefore recited Indenture of Settlement contained or referred to be entitled in possession to the said freehold hereditaments and premises in Heaton aforesaid and other the freehold hereditaments mentioned and described in the said Schedule thereto and for such or the like Estates or Interest Estates or Interests as such person or persons should then have or be entitled to in the same freehold hereditaments and under and subject to such or the like powers of appointment and other powers provisoes declarations and agreements as were thereinbefore declared or referred to of and concerning the same freehold hereditaments.

And Reciting that by an Indenture endorsed upon the therein last recited Indenture and which endorsed Indenture is dated 23rd of June 1840 and made between the said ARTHUR DUNCOMBE and DELIA his wife of the first part the said EARL and COUNTESS of the second part and the said

LAWRENCE PARSONS and HARDRESS LLOYD of the third part all the mines beds veins and seams of coal and other minerals which (as thereinbefore mentioned) were by the said therein last recited Indenture excepted out of the appointment and assurance thereby made were appointed and otherwise assured to such uses upon and for such trusts intents and purposes and with under and subject to such power of appointment by the said Earl and Countess and other powers provisoes limitations declarations and agreements as were in and by the said Indenture of Settlement of the 6th day of June 1837 limited declared or expressed of and concerning the undivided moiety thereby granted and released of and in such of the freehold hereditaments therein mentioned as were comprised in the said Schedule thereto

And Reciting that the said HARDESS LLOYD died in and about the month of

And Reciting that certain Freehold Estates which were comprised in the thereinbefore recited Indenture of the 12th day of May 1840 and thereby settled as thereinbefore mentioned but which were not mentioned in the said Schedule thereto had then since been sold and disposed of by the said Ear and Countess

And Reciting that the reversion in fee of that small portion of the hereditaments mentioned in the said Schedule thereto which was comprised in the thereinbefore mentioned Ancient Lease of the 7th day of November 1654 was some years then since purchased by the said Earl and the same portion and also the said Leasehold interest therein were thereupon with the concurrence of the said Earl and Countess conveyed so as to merge the said Leasehold interest therein and so freed therefrom to the uses of the said Indenture of Settlement of the 6th day of June 1837

And Reciting that another small portion or parcel of the said hereditaments mentioned in the said Schedule thereto consisting of the Ox-close and Strip of Woodland adjoining the same in Shipley aforesaid was then lately purchased by the said Earl and by his direction conveyed to (in effect) the then subsisting uses of the said last mentioned Indenture of Settlement.

And Reciting that the said Earl and Countess then had issue four children only and no more namely their eldest son THE HONORABLE LAWRENCE PARSONS commonly and thereafter called LORD OXMANTOWN and THE HONORABLE RANDALL PARSONS THE HONORABLE RICHARD CLERE PARSONS and THE HONORABLE CHARLES ALGERNON PARSONS of whom the said LORD OXMANTOWN had attained full age but the other three were then still under age

And Reciting that the said Earl and Countess considered it advisable that the said manors messuages farms lands and hereditaments comprised in the said Schedule thereto and all other hereditaments if any in the County of York then subject to the uses or trusts of the same hereditaments should then be resettled in manner thereafter mentioned and that the said LAWRENCE PARSONS party thereto and JOHN GILBERT KING had consented to become Trustees for the purpose of such Re-Settlement.

At is by now abstracting Indenture witnessed that in consideration of the premises and pursuant to and virtue and in exercise of the powers or authorities to the said Earl and Countess for the that purpose given or limited by the thereinbefore recited Indentures of the 6th day of June 1837 and the 12th day of May 1840 and the 23rd day of June 1840 or any of them and of all other powers and authorities (if any)

Enabling them or either of them in that behalf they the said WILLIAM EARL OF ROSSE and MARY COUNTESS OF ROSSE his wife Did and each of then Did by now abstracting Deed or Instrument in writing sealed and delivered by them in the presence of and attested by the two credible persons whose names were intended to be endorsed thereupon as witnesses in that behalf jointly and irrevocably direct limit and appoint That

All and singular the manors and freehold messuages farms lands and other hereditaments comprised or particularly mentioned or referred to in the Schedule thereunder written or thereunto annexed and all which freehold farms and lands and also the leasehold premises comprised in the same Schedule were or were intended to be delineated and shewn in a plan draw upon or annexed to now abstracting Indenture

And generally all other if any freehold hereditaments in the County of York which whether by original settlement or by partition purchase exchange allotment or otherwise howsoever were then subject either at law or in enquiry to the then subsisting uses or trusts of the freehold hereditaments comprised in the said Schedule thereto.

Together with all and singular houses outhouses buildings yards gardens ways paths passages waters watercourses lands meadows pastures feedings woods underwoods commons common of pasture mines minerals rights profits privileges advantages and appurtenances whatsoever to the manors messuages farms lands and other hereditaments thereinbefore appointed or intended so to be or any of them or any part thereof respectively belonging or in anywise appertaining or to and with the same or any part thereof then or theretofore demised used occupied or enjoyed

And the reversion and reversions remainder and remainders yearly and other rents issues and profits of all and singular the aforesaid hereditaments

Should thenceforth go remain and be and the several thereinbefore recited Indentures should so far as respected the same premises operate and enure to the uses upon and for the trusts intents and purposes and with under and subject to the powers provisos and declarations thereafter declared and contained of and concerning the same hereditaments that was to say

To such uses upon and for such trusts intents and purposes and with under and subject to such powers provisos and declarations as the said WILLIAM EARL OF ROSSE and MARY COUNTESS OF ROSSE his wife by any deed or deeds writing or writings with or without power of revocation to be by them sealed and delivered in the presence of a witness or witnesses should from time to time jointly direct limit or appoint and in the meantime and until and also in default of any such direction limitation or appointment and so far as no such direction limitation or appointment should extend then

To such uses upon and for such trusts intents and purposes and with under and subject to such powers privisoes and declarations as the survivor of them the said WILLIAM EARL OF ROSSE and MARY COUNTESS OF ROSSE his wife should at any time or times after the decease of the other of them by any deeds or deeds writing or writings with or without power of revocation and new appointment to be by him or her sealed and delivered in the presence of a witness or witnesses direct limit or appoint and in the meantime and until and also in default of any such direction limitation and appointment as last mentioned and so far as no such direction limitation or appointment should extend then

To the use of the said LAWRENCE PARSONS ANS JOHN GILBERT KING their executors administrators and assigns for the term of 99 years to be computed from the day of the date of now abstracting Indenture and thenceforth next ensuing and fully to be complete and ended without impeachment of waste but upon and for the trusts and purposes and with under and subject to the powers and privisoes thereafter declared and contained concerning the same

Remainder

To the use of the said WILLIAM EARL OF ROSSE and his assigns during his life without impeachment of waste

Remainder

To the use of the said MARY COUNTESS OF ROSSE and his assigns during her life without impeachment of waste

Remainder

To the use of the said LAWRENCE PARSONS and JOHN GILBERT KING their executors administrators and assigns for a term of 500 years to commence and be computed from the day of the decease of the survivor of the said Earl and Countess and fully to be complete and ended without impeachment of waste But upon and for the trusts intents and purposes and with under and subject to the powers and privisoes thereafter declared and contained of and concerning the same

Remainder

To the use of the said LAWRENCE LORD OXMANTOWN and his assigns during his life without impeachment of waste

Remainder

To the use of the first and every other Son of the said LAWRENCE LORD OXMANTOWN severally and successively in remainder one after another according to their respective seniorities and the heirs male of their respective bodies with like remainders over for the benefit of the said RANDALL PARSONS RICHARD CLERE PARSONS and CHARLES ALGERNON PARSONS respectively and the heirs male of their respective bodies

With divers remainder over and an ultimate remainder

To the use of the said MARY COUNTESS of ROSSE her heirs and assigns for ever

Declaration of Trusts of the terms of 99 years and 500 years respectively

Proviso and Declaration that it should be lawful for the said LAWRENCE PARSONS and JOHN GILBERT KING and the survivor of them and the executors or administrators of such survivor at any time or times during the life of the said WILLIAM EARL OF ROSSE MARY COUNTESS OF ROSSE LAWRENCE LORD OXMANTOWN RANDALL PARSONS RICHARD CLERE PARSONS and CHARLES ALGERNON PARSONS or the survivors or survivor of them or within 21 years next after the decease of such survivor at such request or with such consent or at such discretion as thereafter mentioned to dispose of all or any part of the said manors messuages farms lands and other hereditaments thereby assured or intended so to be and the fee simple and inheritance thereof either by absolute sale for such price or prices in money or in exchange for any such manors messuages lands or hereditaments of equal or greater value held for an estate of inheritance in fee simple in possession and to be situate somewhere in England or Wales as to them the said LAWRENCE PARSONS and JOHN GILBERT KING or the survivor of them or the executors or administrators of such survivor should seem reasonable and particularly to dispose as aforesaid of any lands forming part of the hereditaments and the mines and minerals under the same either together or separately and in such order as they or he should think fit and also to dispose as aforesaid of the freehold and inheritance of any copyhold hereditaments parcel or held of any manor for the time being subject to the uses of the now abstracting Indenture in order to the enfranchisement of the same hereditaments and to accept a sufficient part of any copyhold hereditaments for or on account of the consideration for the enfranchisement of the residue thereof And for the purpose of completing any such Sale or Exchange or enfranchisement as aforesaid by any deed or deeds writing or writings to be sealed and delivered by them or him in the presence of and attested by two or more witnesses absolutely to revoke the uses which under or by virtue of the now abstracting Indenture should be then subsisting in the estates which should be so sold or given in Exchange or agreed to be enfranchised and to declare such new or other use or uses of the same as the person or persons by whom the same should be respectively purchased or taken in Exchange or agreed to be enfranchised should direct And that upon any such Exchange as aforesaid it should be lawful for the said LAWRENCE PARSONS and JOHN GILBERT KING and the survivor of them and the executors or administrators of such survivor to give or take any money by way of equality of Exchange and to raise any money to be by them or him so given for the same out of and charge the same upon all any part or parts of the hereditaments to be taken in Exchange and any other hereditaments which under or by virtue of the now abstracting Indenture should stand and be limited to the uses which pursuant to the now abstracting Indenture should be limited in the hereditaments so taken in Exchange And also that upon payment of any moneys to arise by sale or enfranchisement or to be received for equality upon an Exchange of all or any of the said hereditaments thereby assured or intended so to be it should be lawful for the said LAWRENCE PARSONS and JOHN GILBERT KING the survivor or them and the executors or administrators of such survivor to give receipts in writing for the same And that such receipts should be sufficient discharges to the person or person making such payments respectively so that he or they or his or their heirs or assigns should not afterwards be answerable or accountable for any loss misapplication or nonapplication or be concerned to see to the application of the money thereby acknowledged to be received

Declaration that it should not be lawful to make any such sale or enfranchisement or exchange as thereinbefore was authorised of any of the said manors messuages farms lands and other hereditaments without the consent in writing or the person or persons for the time being entitled under the now abstracting Indenture to the freehold and to the possession or enjoyment of the rents and profits of the estate or hereditaments proposed to be sold

Enfranchised or given in Exchange as aforesaid under the powers of the now abstracting Indenture if such person or persons should be of full age and not under any mental incapacity or if he she or they should be under the age of 21 years or under any mental incapacity then not without the consent and approbation of his her or their guardian or guardians appointed by Testament or by the High Court of Chancery or the direction or sanction of a Court of Equity or the Lord High Chancellor save that Sales to any Public Companies or other persons who might be authorised and enabled by Act of Parliament to purchase any of the said hereditaments and also any Exchange of small pieces of land for obtaining regular boundary lines or for other purposes of minor improvements or convenience might be made at the discretion of the persons or person for the time being entrusted with the said powers of Sale and Exchange without any such consent or consents as aforesaid if there should not be any person or persons competent to give the same

And it is by the now abstracting Indenture also witnessed that in consideration of the premises of the said WILLIAM EARL OF ROSSE and MARY COUNTESS OF ROSSE in exercise of the powers for the purpose given by the thereinbefore recited Indentures of the 6th day June 1837 and the 12th day of May 1840 or either of them and of all other powers and authorities if any enabling them or either of them in that behalf Did and each of then Did by the now abstracting Deed or Instrument in writing so sealed and delivered by them and so attested as in that behalf thereinbefore mentioned jointly and irrevocably direct limit and appoint and the said LAWRENCE PARSONS by the direction etc. testified etc. Did thereby assign and set over unto the said LAWRENCE PARSONS and JOHN GILBERT KING their executors and administrators

ALL and Singular the said leasehold cottage or tenement garden and premises thereinbefore particularly mentioned as comprised in and demised by the said Indenture of Demise or Lease of the 11th day of November 1686 and all other if any the Leasehold hereditaments in the County of York which whether by original settlement or by partition purchase exchange allotment or otherwise howsoever then were subject to the then subsisting trusts of the said last mentioned premises

Together with all and singular ways etc.

And all the Estate etc.

To have and to hold the same unto the said LAWRENCE PARSONS and JOHN GILBERT KING their executors administrators and assigns for all the respective residues then to come and unexpired of the several terms of years for which the same respectively were held under the several Indentures of Lease by which the same respectively were granted nevertheless at under and subject to the payment of the rents and observance and performance of the several covenants and agreements reserved and contained in and by the same Indentures of Lease respectively

Declaration that the said Leasehold hereditaments should be held upon and for such and the like trusts intents and purposes and with under and subject to such and the like powers privisoes and declarations as were thereinbefore declared of and concerning the same freehold hereditaments so far as the different natures and tenures of the said Estates and hereditaments and the Rules of Law and Equity would admit of and allow

Covenants by the said WILLIAM EARL OF ROSSE with the said LAWRENCE PARSONS and JOHN GILBERT KING that notwithstanding the Acts of himself and the Countess or any person claiming under them the power by the said Indenture of the 12th day of May 1840 given or limited to them as foresaid was well and effectually created and was then in full force and that said hereditaments as well as leasehold as freehold should thereafter go and remain to upon with and subject to the uses etc. thereinbefore declared For quiet enjoyment Free from incumbrances and for further assurance

Covenant by the said LAWRENCE PARSONS as to said Leasehold hereditaments that he had done so act to incumber

Proviso and Declaration that if the trustees for the time being for any of the several purposes of the now abstracting Indenture thereby appointed or any of them should die or go to reside beyond the seas or should be desirous of being discharged from or decline or become incapable to act in the trusts or powers thereby in them reposed or in them given respectively as aforesaid the said trusts or powers should be fully executed or at an end then and in every such case as often as the same should happen it should be lawful for the said WILLIAM EARL OF ROSSE and MARY COUNTESS OF ROSSE his wife jointly during their lives and after the decease of either of them for the survivor of them during his or her life and after the decease of such survivor then for the person if any who under or by virtue of the now abstracting Indenture or any appointment thereby authorised should for the time being be tenant for life in possession of the freehold estates of inheritance for the time being comprised in or subject to the uses of the now abstracting Indenture by any writing or writings under their his or her hands and seals or hand and seal executed in the presence of a witness or witnesses from time to time to substitute or appoint any one or more person or persons to be a trustee or trustees in the place of any and every trustee so dying going to reside beyond the seas desiring to be discharged or declining or becoming incapable to act as aforesaid or any one person in the vacant places of the several trustees who should have been put in the place of one trustee yet so only that by substituting two or more persons in the place of one trustee the whole body of trustees for one purpose should not at any time be made to exceed four in number And that when and so often as any new trustee or trustees should be appointed as aforesaid all the estate moneys and premises if any which should then be subsisting and held upon or subject to the trusts for the performance whereof such new trustees or trustee should be appointed should be conveyed assigned surrender and transferred respectively in such manner that the same should be vested in the persons or person who after such appointment should be the trustees or trustee thereof respectively upon and for such sand so many of the trusts thereinbefore declared or authorised of and concerning the same estates moneys and premises as should or might be then subsisting or capable or taking effect And that every such new trustee should and might at any time after his appointment whether the trust premises should or should not have been vested as last mentioned in all things act and assist in the management and execution of the trusts or powers to or for the purposes of which he should be appointed as effectually and should have all the same powers authorities and discretions as if had been thereby nominated a trustee

Executed by all partied (except the said JOHN GILBERT KING and duly attested (as to the execution by the said Earl and Countess by two witnesses)

Registered at Wakefield the 15th November 1866 Book ZL. Page 255 No.290

The Schedule referred to in the above abstracted Indenture comprises (inter alia)
 Township of Shipley Parish of Bradford ~~Hirst Farm Hirst ???~~ (inter alia)

	Description	Tenant's Name	A R P Contents
125	House Barn Stable Yard & Croft	Samuel Mortimer late John Ratcliffe	- 1 10
123	Round Hill & Near Ing	--"-----	3 2 10
124	Pasture	--"-----	1 1 13
122	Cranless??	--"-----	1 1 20
132	Cinder Hill	--"-----	1 0 0
133	---Ditto---	--"-----	- - 34
130	---Ditto---	--"-----	- - 14
129	New Hirst Mill and Cottages	Wm Rookes Crompton Stansfield Esq	31 3 35
126	Part of Hirst Wood	In Hand	
131	Cinder Hill	----" _ ----	2 4
127	- Holme -	Samuel Mortimer late John Ratcliffe	2 2 19
128	Small wood between Canal and River	In Hand	2 0 4

45 0 3

20th August 1870
 Stamp £1.15.0
 3 followers of 10/- each

Indenture of this date made between the said MARY COUNTESS OF ROSSE widow of RIGHT HONOURABLE WILLIAM the then late EARL OF ROSSE then deceased of the first part the RIGHT HONOURABLE LAWRENCE the then present EARL OF ROSSE of the second part and the said LAWRENCE PARSONS therein described as of Beenham House near Reading in the county of Berks and JOHN GILBERT KING of the third part

Reciting the last abstracted Indenture

And Reciting that the said then late Earl died in the month of October 1867

And Reciting that the said Countess had issue then living be the said late Earl four children only and no more viz. the said then present EARL and the HONORABLE RANDALL PARSONS the HONORABLE RICHARD CLERE PARSONS and the HONORABLE CHARLES ALGERNON PARSONS

And Reciting that a Marriage has been agreed upon and was intended to be then shortly had and solemnised between the said present Earl and the HONORABLE FRANCIS CASSANDRA HARVEY HAWKE

And Reciting that it had been arranged between the said Countess and the said present Earl that she should in exercise of the thereinbefore recited paramount general power then vested in her under the said Indenture of Settlement of Appointment over the hereditaments remaining subject to the uses thereof reserve or limit to herself such power as thereafter mentioned of charging the said settled hereditaments with moneys for the benefit of her children and their issue as thereafter mentioned other than himself and his issue and that subject as aforesaid she should release the said paramount general power of appointment in manner thereafter appearing and subject to the provision thereafter contained

As it Witnessed that in the pursuance of the said arrangement in that behalf and in exercise of the said paramount general power by the said Indenture of Settlement then vested in the said Countess of Appointment over the hereditaments then subject to the uses or trusts of the said Settlement and of all other powers and authorities (if any) enabling her in that behalf She the said MARY COUNTESS OF

ROSSE did by that deed or writing by her sealed and delivered in the presence of the person or persons whose name or names were or was intended to be endorsed thereon as a witness or as witnesses in that behalf direct and appoint as followed that was to say That from and after the solemnisation of the said then intended Marriage in case the same should be solemnised within six calendar months from the day of the date of now abstracting Indenture

[10]

All and every the hereditaments moneys premises comprised in or subject or to become subject to the uses or trusts of the said Indenture of Settlement

Should remain and be

To the use that she the said Countess might from time to time and at any time thereafter and whether covert or sole exercise such powers as it was thereinafter declared it should lawful for her to exercise And subject thereto

To the uses upon the trusts subject to the powers and in the manner to upon subject to and in which the same hereditaments moneys and premises would stand limited and settled in case the paramount general power of Appointment had been omitted from the said Indenture of Settlement

Agreement and Declaration that it should be lawful for the said Countess at any time or times thereafter and whether covert or sole and notwithstanding any coverture she might be under by any deed or deeds writing or writings with or without power of revocation and new appointment to be by her sealed and delivered in the presence of a witness or witnesses or by her last Will or any Testament instrument in writing to be executed by her in the presence or two or more subscribing witnesses to subject and charge all or any of the hereditaments comprised in and then subject to the uses or trusts of the said Indenture of Settlement or which thereafter should become subject to the uses or trusts thereof to and with the payment of any sum or sums of money not exceeding in the whole the sum of £20,000 sterling to all or such one or more exclusively of the other or others of the children then living of the said Countess by the said late Earl and the issue to be born in her lifetime or within 21 years next after her decease of all or any of such children other than and except the said present Earl and his issue together with interest at any rate not exceeding £4 for every £100 by the year for the sum or sums so to be charge with such interest to be computed from the time when such charge should actually take effect as thereinafter mentioned or any subsequent time or times and the same sum or sums to be an interest vested or interests vested in and to be paid and payable to or shared and divided between or among all and every or any one or more exclusively of the other or others of the persons objects of that power at such age day or time or respective ages days or times and if more than one in such shares and proportions and with such provisions for the maintenance and education advancement or preferment of any such person either at the discretion of any Trustee or Trustees to be appointed in that behalf or otherwise with such annual sum or sums of money and limitations over (such annual sum or sums of money and limitations over to be for the benefit of one or more of the persons objects of this now abstracting power) and in such manner as the said Countess should deem meet and also for providing for the raising of such sum or sums and interest for the same respectively to direct or appoint all or any part of the hereditaments so to be charged as thereinbefore was mentioned with their appurtenances to any person or persons whomsoever for any term or terms of years with or without impeachment of waste to take effect as thereinafter mentioned and with such provisions as she might think fit for the appointment of new Trustees thereof from time to time upon any usual or reasonable trusts to raise by mortgage sale or otherwise the money so to be charged and the interest thereof so that the estate or estates so to be limited or appointed should be made to cease (subject and without prejudice to any disposition or dispositions which might be made under the trusts to be

declared thereof as aforesaid) or be made redeemable on full payment by the person or persons for the time being entitled to the same hereditaments in reversion expectant upon the determination of the term or terms so to be created as aforesaid of the sum or sums of money so to be charge and the interest thereof and the costs charges and expenses (if any) to be incurred in or about the execution of the trusts

Declaration that the powers thereinbefore limited to the said Countess as aforesaid should be read and construed in the same manner as nearly as might be as if the same powers had been originally inserted in the said Indenture of Settlement and further that any provision which the said Countess should under the said power to charge thereinbefore limited to her make for any of her children or other issue objects of the same power should in default of and subject to any direction by her to the contrary be in addition to and not in substitution for any other provisions which such children or issue respectively might under the said Indenture of Settlement or otherwise be entitled to

Further Declaration and the said Countess in exercise of her said paramount general power did thereby appoint that the powers which were thereinbefore reserved and expressed to be given to the said Countess over the aforesaid hereditaments in order or with a view to sell for building purposes to advantage should also with such consent or at such discretion as was by the said Indenture of Settlement required for the exercise of the powers of sale and exchange therein contained be exercisable from time to time by the Trustees or Trustee for the time being of the same powers And also that the same Trustees or Trustee might with such consent or at such discretion as last aforesaid from time to time apply out of any trust moneys which should come to their or his hands any sum or sums which they or he might think fit in making roads upon any parts of the said hereditaments laid out for building purposes or sewers or drains in or under or to or from the same

Proviso and Declaration that inasmuch as the said Countess had already either by herself or her Agents entered into several contracts in writing for sales to divers parties of parties of parts of the said settled hereditaments the particulars of which contracts were briefly set forth in the Schedule thereto and such contracts or some of them had not then yet been completed it should be lawful for the said Countess under her said paramount general power of appointment to carry out the same contracts or any of them and to deal with and for her own absolute benefit dispose of all or any of the purchase or other moneys received or receivable under the same contracts or any of them in the same manner to all intents and purposes as she might have done if the now abstracting Indenture had never been made or executed

The Schedule therein referred to

Date of Contract	Property	Purchaser's Name	Amount of Purchase Money £ s d
18 th June 1869	853 yards Road to Keighley	Jabez Copley	£170 0s 0d
28 th April 1870	895 yards Rosse Street	West Riding Justices	£447 0s 0d
3 rd June 1870	1250 yards Kirkgate	W. Barrett	£312 10s 0d
Do.	2470 yards Barrett Street and Alexandra Road	Do.	£432 5s 0d
Do.	5990 yards Albert Road Barrett Street and Alexandra Road	Do.	£1013 5s 0d
25 th June 1870	1410 yards	Abraham Hainsworth	£282 0s 0d
			£2657 0s 0d

Executed by the said COUNTESS OF ROSSE and LAWRENCE EARL OF ROSSE and LAWRENCE PARSONS in the presence of and attested by two Witnesses
Registered at Wakefield the 10th July 1872 Book 675 Page 481 No. 539

N.B. – LORD ROSSE (*Lawrence 4th Earl of Rosse*) and THE HONORABLE MISS HAWKE were married on the 1st September 1870 at Womersley Church Pontefract THE DOWAGER COUNTESS OF ROSSE died 22nd July 1885 and was buried at Parsontown King's County Ireland She died without having exercised the power of charging with £20,000 THE HONORABLE LAWRENCE PARSONS died on the 22nd November 1894 at Winkfield Place Winkfield Windsor (*he was brother to William Parsons 3rd Earl of Rosse*)

1895 May 29th
Stamp £1

Indenture of this date made between the said RIGHT HONOURABLE LAWRENCE EARL OF ROSSE of the first part the said JOHN GILBERT KING of the second part THE HONOURABLE AND REVERED RANDAL PARSONS of Sandhurst Rectory Wokingham in the County of Berks Clerk in Holy Orders and THE HONOURABLE CHARLES ALGERNON PARSONS of Holeyn Hall Wylam-on-Tyne in the County of Northumberland of the third part

Reciting the hereinbefore abstracted Indenture dates 25th September 1866

And Reciting the death of the said then late EARL and that all his said children had attained the age of 21 years

And Reciting certain deeds and other matters not material for the purposes of this Abstract

And Reciting the death of the said COUNTESS OF ROSSE

And Reciting the death of the said LAWRENCE PARSONS

And Reciting that he said JOHN GILBERT KING was desirous of being discharged from the trusts of the principal Indenture of the 25th September 1866 and the said LAWRENCE EARL OF ROSSE was desirous of appointing the said RANDAL PARSONS and CHARLES ALGERNON PARSONS to be Trustees thereof in the place of the said LAWRENCE PARSONS and JOHN GILBERT KING and the said RANDAL PARSONS and CHARLES ALGERNON PARSONS had consented to become such Trustees

It is Witnessed that in exercise of the power for that purpose under the principal Indenture vested in the said LAWRENCE EARL OF ROSSE and of every or any other power enabling him in that behalf he the said LAWRENCE EARL OF ROSSE Did thereby appoint the said RANDAL PARSONS and CHARLES ALGERNON PARSONS to be Trustees in the place of the said LAWRENCE PARSONS and JOHN GILBERT KING of and for all purposes of the principal Indenture or such of them as might be then subsisting and capable of taking effect

Declaration by the said LAWRENCE EARL OF ROSSE that all such of the hereditaments (whether of freehold or leasehold tenure) comprised in the principal Indenture as remained unsold and all other lands and hereditaments (if any) which by any means whatsoever had become or were the comprised in or subject to the uses or trusts of the principal Indenture should forthwith vest in the said RANDAL PARSONS and CHARLES ALGERNON PARSONS their heirs executors administrators and assigns respectively (according to the nature of the property) as joint tenants for all such estates and interests as the said JOHN GILBERT KING had therein immediately before the execution of the now abstracting Indenture and upon the trusts and subject to the powers and provisions applicable thereto respectively by virtue of the principal Indenture

Executed by all the said parties and attested
Registered at Wakefield the 19th day of July 1895 in Vol. 23 Page
1001 No. 494

1898 June 23rd
Stamp 10/-

Indenture of this date made between the said RIGHT HONOURABLE
LAWRENCE EARL OF ROSSE of the first part THE HONOURABLE WILLIAM
EDWARD PARSONS commonly and thereafter called LORD OXMANTOWN of
the second part and RICHARD BETTON FOSTER of 2 Gray's Inn Square in the County of Middlesex
Esquire of the third part

After Reciting (inter alia) the hereinbefore abstracted Indenture dated 25th
September 1866 and the death of the said late Earl without having joined with the late
Countess in exercising either of the joint powers of appointment reserved to them by
the said Indenture of Settlement as thereinbefore recited

And Reciting that there were seven children and no more of the marriage of the
said late Earl and Countess (that was to say) the said LAWRENCE present EARL OF
ROSSE THE HONOURABLE RANDALL PARSONS THE HONOURABLE RICHARD CLERE
PARSONS and THE HONOURABLE CHARLES ALGERNON PARSONS all of whom attained
the age of twenty-one years and three others who died in infancy

And Reciting the hereinbefore abstracted Indenture dates 29th August 1870

And Reciting the death of the said MARY LATE COUNTESS OF ROSSE on the 22nd
July 1885 without having exercised any of the powers of appointment vested in her
under the said Indenture of Settlement and the said Indenture of the 29th August 1870
further or otherwise than as thereinbefore recited

And Reciting the death of the said LAWRENCE PARSONS on the 22nd November
1894

And Reciting the hereinbefore abstracted Indenture dated 29th May 1895

And Reciting that the said LORD OXMANTOWN was the first son of the said
LAWRENCE EARL OF ROSSE and attained the age of twenty-one years on the 14th June
1894

And Reciting that the said LAWRENCE EARL OF ROSSE and LORD OXMANTOWN
were desirous of barring the estate in tail male and all other estates in tail of the said
LORD OXMANTOWN in the said hereditaments monies and premises and all estates
interests and powers to take effect after the determination or in defeazance thereof
and of assuring and limiting the same in manner thereafter expressed

It was witnessed that in pursuance of such desire and in consideration of the premises the said
LAWRENCE EARL OF ROSSE and the said LORD OXMANTOWN with the consent of the said LAWRENCE
EARL OF ROSSE as Protector of the settlement according to their respective estates and interests in the
premises Did respectively thereby grant unto the said RICHARD BETTON FOSTER

All and singular the manors and freehold messuages farms lands and hereditaments situate or arising in the County of York comprised in or assured by the said Indenture of Settlement

Save and except such part of parts of the said hereditaments and premises as by means of any sale exchange partition enclosure award or otherwise had been disposed of or parted with or become extinguished

And Also (by way of conveyance and not of exception) ALL other freehold hereditaments which by means of any conveyance assurance exchange partition enclosure award allotment or otherwise had become subject to the uses or trusts of the said Indenture of Settlement

And all other (if any) freehold hereditaments of which the said LAWRENCE EARL OF ROSSE was then by any means tenant for life and the said LORD OXMANTOWN was tenant in tail male at law or in equity under or by virtue of the said Indenture of Settlement

To hold the same unto the said RICHARD BETTON FOSTER and his heirs

Discharged from all estates in tail male or in tail of the said LORD OXMANTOWN at law or in equity and all estates rights interests and powers to take effect after the determination or in defeazance of such estates in tail male or in tail

To such uses upon such trusts and subject to such powers and provisions as the said LAWRENCE EARL OF ROSSE and LORD OXMANTOWN should at any time or times thereafter by any deed or deeds revocable or irrevocable jointly appoint and in default of and subject to any such joint appointment

To the uses upon the trusts and subject to the powers and provisions to upon and subject to which under or by virtue of the said Indenture of Settlement the same premises respectively stood limited and settled immediately before the execution of the now abstracting Indenture or such of the same uses trusts powers and provisions as might be subsisting or capable of taking effect and so as to restore and confirm the same use trusts powers and provisions

Testatum affecting the personalty

Executed by the said LAWRENCE EARL OF ROSSE and LORD OXMANTOWN and duly attested

Registered at Wakefield 25th June 1898 Vol.28 Page 435 No. 210

Enrolled in the Central Office of the Supreme Court of Judicature the
7th July 1898 pursuant to the Act of Parliament 3rd and 4th William the
4th Cap.74

1898 June 24th

Stamp 10/-

Indenture of this date made between the said RIGHT HONOURABLE LAWRENCE EARL OF ROSSE of the 1st part and the said HONOURABLE WILLIAM EDWARD PARSONS (commonly and thereafter called LORD OXMANTOWN) of the second part and the said HONOURABLE AND REVEREND RANDAL PARSONS and the said HONOURABLE CHARLES ALGERNON PARSONS of the third part

After Reciting (inter alia) that by virtue of the abstracted Indenture of Settlement dated the 25th September 1866 and the abstracted Indenture of the 23rd June 1898 and of divers other deeds and assurances recited or referred to in the said Indentures or one of them and by virtue of the exercise of certain powers in the said Indenture of Settlement contained and in the events which had happened the hereditaments of freehold tenure comprised in the first Schedule of the now abstracting Indenture then stood limited To such uses upon such trusts and subject to such powers and provisions as the said LAWRENCE EARL OF ROSSE and LORD OXMANTOWN should at any time or times thereafter by any deed or deeds revocable or irrevocable jointly appoint and in default of and subject to any such joint appointment To the uses therein expressed or referred to

After Reciting that under or by virtue of the said Indenture of Settlement of the 25th of September 1866 and the abstracted Indenture of the 29th May 1895 certain leasehold hereditaments therein comprise or referred to or such parts thereof as had not been sold or otherwise disposed of were then vested in the said RANDAL PARSONS AND CHARLES ALGERNON PARSONS for the respective residues then unexpired of the several terms of years for which the same respectively were held under the Lease or respective Leases by which the same respectively were granted subject to the rents covenants and conditions reserved by and contained in such Lease or respective Leases In trust for such person or persons as should from time to time by virtue of the limitations contained in the said Indenture of Settlement be entitled in possession to the freehold hereditaments thereby settled and for such of the like estate or interest as such person or persons should the have or be entitled in the same freehold hereditaments and under and subject to such powers and provisions as were therein declared of and concerning the same freehold hereditaments and by virtue of which trust the said LAWRENCE EARL OF ROSSE was then tenant for life in possession of the same premises And subject thereto and to the powers thereafter referred to the said LORD OXMANTOWN was absolutely entitled to the same hereditaments

And Reciting that under or by virtue of the said Indenture of Settlement of the 23rd September 1866 certain powers of jointure and charging portions (which had not thitherto been exercised) and other powers were vested in the said LAWRENCE EARL OF ROSSE

And Reciting that the said LAWRENCE EARL OF ROSSE AND LORD OXMANTOWN had agreed to make such resettlement as was thereafter contained of the said freehold hereditaments described in the said First Schedule thereto and the said leasehold hereditaments and all other if any the hereditaments of whatever tenure in the County of York which were then subject to their joint power of Appointment

It was witnessed that in pursuance of the said Agreement and in consideration of the premises they the said LAWRENCE EARL OF ROSSE and LORD OXMANTOWN as Settlers in exercise of the power vested in them by the said Indenture of the 23rd June 1898 and of every or any other power enabling them or either of them in that behalf did and each of them did thereby direct and appoint that

All and singular the manors and freehold messuage farms lands and other hereditaments specified in the said first Schedule thereto (and delineated on the plan annexed to the now abstracting Indenture)

And all other (if any) the hereditaments of freehold tenure in the County of York which were subject to the joint power of appointment vested in the said LAWRENCE EARLOF ROSSE and LORD OXMANTOWN as aforesaid

Should thenceforth go and remain

To the Uses following (that was to say)

To such uses upon such trusts and with and subject to such powers and provisions as the said LAWRENCE EARL OF ROSSE and LORD OXMANTOWN should from time to time by any deed or deeds revocable or irrevocable jointly appoint and in default of and subject to any such appointment

To the use that the said LORD OXMANTOWN should during the joint lives of himself and the said LAWRENCE EARL OF ROSSE receive the yearly rent charge of £300 to commence from the 24th June 1898 and to be charged upon and issuing out of all the hereditaments thereby settled and to be considered as accruing from day to day but to be payable quarterly as therein mentioned And subject and charged as aforesaid

To the use of the said LAWRENCE EARL OF ROSSE and his assigns during his life without impeachment of waste in restoration and by way of confirmation of the life estate of the said LAWRENCE EARL OF ROSSE limited to him by the said Indenture of Settlement of the 25th September 1866 and of the powers annexed to such life estate

Remainder

To the use of the said LORD OXMANTOWN and his assigns during his life without impeachment of waste

Remainder

To the uses therein mentioned

Agreement that it should not be necessary for any person intending to exercise any powers conferred by the Settled Land Acts of 1882 to 1890 in relation to any hereditaments for the time being subject to the uses or trusts of the now abstracting Indenture to give any notice of such intention to the Trustees or Trustee for the time being of the same Indenture or to their or his Solicitors

And further that such dispensation from the necessity of giving such Notice should be applicable in the case of any exercise of any such powers by the said LAWRENCE EARL OF ROSSE as tenant for life under the said Indenture of Settlement on the 25th September 1866

Proviso and Agreement extending the powers of the Settled Land Acts 1882 to 1890 as to leasing sale and other matters including a power to appropriate and lay out or to authorise the Lessee or Lessees or Grantee or Grantees in any Lease or Grant in fee made under any of the powers of the now abstracting Indenture or of the said Acts to appropriate and lay out any part of the hereditaments and premises thereby settled as sites for and to erect build and make thereon at the cost of the trust estate or to authorise any such Lessee or Lessees or Grantee or Grantees as aforesaid to erect build and make thereon any churches chapels schools houses or other buildings parks squares gardens or other open spaces roads paths sewers drains water-courses waterworks water pipes gas works gas pipes electric lights works or any other works which might tend to the adaptation and improvement or development of the hereditaments thereby settled or any part or parts thereof as a building estate and either to dedicate the same to the public or to convey or demise the same in fee simple or for any term of years to any Corporation or public body or Authority for any purposes for which they were or might be authorised to accept the same or to any person or Trustees upon the trust to be declared concerning the same for the public or for the residents on or Lessees of the hereditaments or premises thereby settled or any part or parts thereof or the residents or owners of any adjoining property or to demise the same to any such Lessee or lessees as aforesaid and so that any such Conveyance or demise might be made either gratuitously or for such consideration in money either in gross to be received by the said Trustees or Trustee and applied as if the same had arisen from a sale of the said premises or by way of rent to be received by the person or persons for the time being entitled to the rents and profits of the said premises or in land easements rights or hereditaments to be conveyed or assured to the uses or upon the trusts of the now abstracting Indenture as if the same had been purchased with monies arising from a sale of the said premises or otherwise to be annexed in enjoyment to the hereditaments for the time being settled to the uses of the now abstracting Indenture or some part or parts thereof or partly for one or partly for any other of such consideration and with such reservations and restrictions and generally on such terms as the person or persons exercising that power shall think fit

And it was also witnessed that in further pursuance of the said Agreement and in consideration of the premises The said LAWRENCE EARL OF ROSSE and LORD OXMANTOWN as Settlers Did and each of them Did thereby according to their respective estates and interest in the premises direct and declare that the said RANDAL PARSONS and CHARLES AGERNON PARSONS their Executors administrators and assign should stand possessed of

All and singular the leasehold hereditaments and premises thereinbefore referred to

And all other (if any) the leasehold hereditaments in the County of York which whether by original settlement or by partition exchange allotment or otherwise howsoever than were subject to the trusts of the said Indenture of Settlement on the 25th September 1866 for the several residues remaining unexpired of the respective terms or estates for which the same were respectively held and subject to the rents covenants and conditions reserved by and contained in the said respective leases

Upon Trust that he said RANDAL PARSONS AND CHARLES ALGERNON PARSONS or the survivor of them should by and out of the rents and profits of the said respective leasehold premiss pay the rents (if any) and perform and observe the covenants (if any) by the several Lessees and conditions (if any) by and in the said several Leases reserved and contained and subject thereto

Upon such Trusts and subject to such powers and provisions as should correspond with the uses trusts powers and provisions thereinbefore declared and contained concerning the freehold hereditaments thereby settled or as near thereto as the nature of the premises would permit but not so as to increase or multiply charges or powers of charging and so that the said leasehold premises should not vest absolutely in any person thereby made tenant in tail male or in tail by purchase unless he or she should attain the age of 21 years but on his or her death under that age should devolve in the same manner as if the same had formed part of the freeholds inheritance thereby settled

Proviso and Agreement that nothing therein contained should in anywise prejudice or affect the powers of jointuring and charging portions and other powers annexed to the life estate of the said LAWRENCE EARL OF ROSSE or the powers exercisable by the respective Trustees or Trustee with the consent of the said LAWRENCE EARL OF ROSSE contained in the said Indenture of Settlement of the 25th day of September 1866 or the statutory powers incident to the said life estate or which would have been incident thereto but for the now abstracting presents or any of the such respective powers and that the uses estates and powers limited or created by the now abstracting presents or by any exercise of the powers therein contained should from time to time be over-reached by the exercise of the said powers contained in the said Indenture of Settlement or the said statutory powers in the same manner as if the estates uses and powers limited or created by the now abstracting presents had been limited or created by the said Indenture of Settlement on the 25th day of September 1866

Agreement that he said RANDAL PARSONS and CHARLES ALGERNON PARSONS and the survivor of them or other the Trustees or Trustee for the time being of those presents should be and they were thereby appointed Trustees of the now abstracting Indenture and of any compound settlement consisting of the now abstracting Indenture and any other instrument or instruments for the purposes of the Settled Land Acts 1882 to 1890 and of any powers by the now abstracting Indenture or thereby conferred by reference to or by way of extension or enlargement of the powers of the said Acts And that a sole Trustee for the time being of the now abstracting Indenture should be competent to act for all purposes of the said Acts or such powers as aforesaid including the receipt of capital money and notices thereunder

Proviso that any and every reference therein contained to the Settled Land Acts 1882 to 1890 or any of such Act should be deemed to extend to and include any Act or Acts from time to time in force extending amending or re-enacting the same but not so as to abridge or restrict any of the powers thereby conferred by reference thereto