



ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. 23.

An Act for authorizing the Sale, Exchange, and Partition of the Real Estate devised by the Will of *Richard Henry Alexander Bennet* Esquire, deceased, and for the Application of the Produce thereof; and for authorizing the granting of Leases of the same Estate; and for authorizing the Investment in Land of the residuary Personal Estate bequeathed by the same Will; and for other Purposes. [4th July 1838.]

WHEREAS *Richard Henry Alexander Bennet*, late of *Northcourt* in the Parish of *Shorwell* in the *Isle of Wight*, Esquire, deceased, by his last Will and Testament in Writing, bearing Date the Eighth Day of *May* One thousand eight hundred and eleven, duly executed and attested as by Law is required for passing Freehold Estates by Devise, after bequeathing the Annuities and Legacies therein mentioned, gave, devised, and bequeathed all his Manors, Messuages, Lands, Tenements, and Hereditaments where-soever situate, and also all the Rest, Residue, and Remainder of his Personal Estate and Effects, of what Nature or Kind soever the same

Will of
Richard
Henry Alex-
ander Ben-
net, Esq.,
8th May
1811.

[Private.]

might

might be and consist at the Time of his Decease, unto Sir *John Edward Swinburne* Baronet, therein called Sir *John Swinburne*, and *Peter Lord Gwydir* (since deceased), their Heirs, Executors, Administrators, and Assigns, upon Trust that his said Trustees should convert into Money such Part of his said Personal Estate as should not consist of Money or Securities for Money, and lay out and invest the same in their or his Names or Name in the Parliamentary Stocks or Funds of *Great Britain*, or on Government or Real Securities in *England*, and should vary, alter, and transpose such Stocks, Funds, or Securities when and so often as to his said Trustees should seem fit; and upon further Trust that his said Trustees, or the Survivor of them, his Heirs, Executors, Administrators, and Assigns, should stand seised and possessed of his said Real Estate, and the Rents, Issues, and Profits thereof, and also of his said Personal Estate, and the Stocks, Funds, and Securities whereupon the same should be so laid out and invested as aforesaid, upon Trust for his Son *Richard Henry Alexander Bennet* during his Life, and after his Decease upon Trust for the Child and Children of his the said Testator's said Son *Richard Henry Alexander Bennet*, as therein mentioned; and in case the said Testator's said Son *Richard Henry Alexander Bennet* should die without leaving any Issue by him lawfully begotten, then upon Trust for his the said Testator's Wife *Elizabeth Amelia Bennet*, in case she should be living at the Time of the Decease of his said Son without Issue as aforesaid, for her Life; and after her Decease upon Trust that they his said Trustees, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should stand seised and possessed of his said Real and Personal Estate and Effects upon Trust to pay the Rents, Issues, Dividends, and Proceeds of one Moiety or equal Half Part thereof unto his Daughter *Dame Emilia Elizabeth Swinburne*, the Wife of the said Sir *John Edward Swinburne*, or to such Person or Persons as she should from Time to Time appoint to receive the same, independent of her then or any future Husband, during her Life; and after the Decease of his said Daughter *Emilia Elizabeth Swinburne*, upon Trust that they his said Trustees should convey and assign the said Moiety of his Real and Personal Estate unto and divide the same equally between and among all and every the Child and Children of his said Daughter living at the Time of her Decease (except an eldest or only Son for the Time being), Share and Share alike, as Tenants in Common, and not as Joint Tenants; and upon further Trust that they his said Trustees, or the Survivor of them, his Heirs, Executors, Administrators, and Assigns, should pay the Rents, Issues, Dividends, and Proceeds of the other Moiety of his Real and Personal Estate unto his Daughter *Isabella Julia Levina Gordon*, the Wife of Sir *James Willoughby Gordon* Baronet, or to such Persons or Person as she should from Time to Time appoint, independent of her then or any future Husband, during her Life, to and for her sole and separate Use and Benefit; and after the Decease of his said Daughter *Isabella Julia Levina Gordon*, upon Trust that they his said Trustees should convey and assign the said last-mentioned Moiety of his said Real and Personal Estate unto and divide the same equally between and among all and every the Child and Children of his said Daughter *Isabella Julia Levina Gordon* living at the Time of her Decease, Share and Share alike, as Tenants in
Common,

Common, and not as Joint Tenants; and the said Testator thereby further declared his Will to be, that in case either of his said Daughters should die without Issue in the Lifetime of the Survivor or other of them, then and in such Case the said Moiety of his Real and Personal Estates so given to such Daughter and her Issue so dying as aforesaid should go and be paid to the Survivor of them and her Issue, and be payable and paid to such Survivor and her Issue at such Times and in such Manner as was therein-before appointed for the Payment of the Moiety originally bequeathed to such Survivor; and he thereby appointed the said Sir *John Edward Swinburne* and *Peter Lord Gwydir* Trustees and Executors of his said Will: And whereas the said Testator *Richard Henry Alexander Bennet* departed this Life on the Twelfth Day of *March* One thousand eight hundred and fourteen without having revoked or altered his said Will, leaving the said *Elizabeth Amelia Bennet* his Widow, and his said Son *Richard Henry Alexander Bennet* his only Son and Heir at Law, and his said Daughters *Dame Emilia Elizabeth Swinburne* and *Dame Isabella Julia Levina Gordon*, him surviving: And whereas soon after the Decease of the said Testator the said Sir *John Edward Swinburne* and *Peter Lord Gwydir* duly proved his said Will in the Prerogative Court of the Archbishop of *Canterbury*, and they have long since paid and satisfied all his funeral and testamentary Expences, Debts, and Legacies, and have got in, converted, and invested his residuary Personal Estate pursuant to the Trusts of his said Will, and the same now consists of the Sum of Twenty-two thousand Pounds secured by Mortgage on certain Estates in the County of *Northumberland*, and of Nineteen thousand one hundred and eighty Pounds Sixteen Shillings and Seven-pence Bank Three *per Centum* Annuities standing in the Names of the said *Elizabeth Amelia Bennet*, *Sir John Edward Swinburne*, and *Sir James Willoughby Gordon*: And whereas the said *Peter Lord Gwydir* departed this Life in the Year One thousand eight hundred and twenty, leaving the said *Sir John Edward Swinburne* his Co-trustee him surviving: And whereas the said *Richard Henry Alexander Bennet* the Son by his last Will and Testament in Writing, bearing Date the Tenth Day of *July* One thousand eight hundred and eighteen, duly executed and attested as by Law is required for passing Freehold Estates by Devise, gave and devised all and every the Manors, Messuages, Lands, Tenements, and Hereditaments of which he had Power to dispose by that his Will unto his Mother the said *Elizabeth Amelia Bennet* for her Life, and after her Decease the said Testator gave and devised the same unto his Two Sisters the said *Dame Emilia Elizabeth Swinburne* and *Dame Isabella Julia Levina Gordon*, to be equally divided between them as Tenants in Common, and to their respective Heirs and Assigns, and which Devise would include any Estate or Interest that descended to him as the Heir at Law of his Father the said *Richard Henry Alexander Bennet* of and in the Hereditaments devised by his said recited Will: And whereas the said *Richard Henry Alexander Bennet* the Son departed this Life in the Month of *October* One thousand eight hundred and eighteen, without leaving any Issue by him lawfully begotten, and without having revoked or altered his said Will, leaving his said Mother *Elizabeth Amelia Bennet*, and his said Sisters *Dame Emilia Elizabeth Swinburne* and *Dame Isabella Julia Levina Gordon*, him surviving:

Will of
Richard
Henry Alex-
ander Bennet
the Son
10th July
1818.

And

Indentures of Lease and Release, April 1819, being a Settlement of Lady Swinburne's Moiety of the Hereditaments devised by the Will of Richard Henry Alexander Bennet the Son.

And whereas by Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Release being made between the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife of the First Part, *Edward Swinburne* the elder, Esquire, of the Second Part, and *Charles William Bigge* and *William John Charlton* Esquires of the Third Part, and also by virtue of a Fine duly levied in the Court of Common Pleas in pursuance of a Covenant in the said Indenture of Release contained, the Moiety of the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife, in her Right, of and in all the Hereditaments devised by the said Will of the said *Richard Henry Alexander Bennet* the Son, with their Appurtenances, were conveyed and assured, subject to the Estate for Life therein of the said *Elizabeth Amelia Bennet* under the same Will, to the Use of the said *Edward Swinburne* and his Heirs during the joint Lives of the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife, without Impeachment of Waste, in Trust to preserve contingent Remainders, and in Trust, after the Decease of the said *Elizabeth Amelia Bennet*, and during the joint Lives of the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife, to apply the Rents and Profits of the said Moiety in manner therein mentioned for the separate Use of the said Dame *Emilia Elizabeth Swinburne*; with Remainder to the Use of the said Dame *Emilia Elizabeth Swinburne* and her Assigns for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Charles William Bigge* and *William John Charlton*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon the Trusts therein mentioned, and which were for raising certain Sums of Money for such Purposes as the said Dame *Emilia Elizabeth Swinburne* should in manner therein mentioned appoint, and also for raising in certain Events additional Portions for *Julia Swinburne*, *Emily Elizabeth Swinburne* (therein called *Emily Swinburne*), *Frances Elizabeth Swinburne* (therein called *Frances Swinburne*), and *Elizabeth Swinburne*, the then Four Daughters of the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife; and after the Determination of the said Term, and in the meantime subject thereto, to the Use of the said Sir *John Edward Swinburne* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of *Charles Henry Swinburne*, the Second Son of the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife, and the Heirs of the said *Charles Henry Swinburne*; and it was thereby declared, that in case the said *Charles Henry Swinburne* should, as therein mentioned, become seised of or entitled to certain Manors and Hereditaments therein referred to for an Estate of Inheritance or Freehold, then the Use thereby limited to him and his Heirs should determine, and the Premises thereby released should thenceforth remain to the Use of the said *Julia Swinburne*, *Emily Elizabeth Swinburne*, *Frances Elizabeth Swinburne*, and *Elizabeth Swinburne*, equally as Tenants in Common, and their respective Heirs: And whereas the said *Frances Elizabeth Swinburne* departed this Life in the Month of *July* One thousand eight hundred and twenty-one, having first duly made and published her last Will and Testament in Writing, without Date, whereby, after giving certain pecuniary Legacies, she

she gave the Remainder of her Property to her Mother and Sisters, meaning thereby the said Dame *Emilia Elizabeth Swinburne, Julia Swinburne, Emily Elizabeth Swinburne,* and *Elizabeth Swinburne,* to spend as they should think would do most good; and on the Thirtieth Day of the same Month of *July* Letters of Administration with the Will annexed of the Goods, Rights, and Credits of the said *Frances Elizabeth Swinburne* deceased were granted to the said *Julia Swinburne* by the Prerogative Court of the Archbishop of *Canterbury*; and the said *Frances Elizabeth Swinburne* left *Edward Swinburne* the younger, Esquire, her eldest Brother and Heir at Law: And whereas by Indentures of Lease and Release, bearing Date respectively the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, the Release being made between the said *Emily Elizabeth Swinburne* of the First Part, *Henry George Ward* Esquire of the Second Part, and *Algernon Lord Prudhoe* and the said *Edward Swinburne* the younger of the Third Part, being the Settlement made previously to and in consideration of a Marriage then intended and soon afterwards solemnized between the said *Henry George Ward* and *Emily Elizabeth Swinburne,* all the Reversion or Remainder then expectant upon the Decease of the Survivor of the said *Elizabeth Amelia Bennet* and Dame *Emilia Elizabeth Swinburne* of and in the undivided Share or Shares which by the said Will of the said *Richard Henry Alexander Bennet* the Father was or were devised to or for the Benefit of the said *Emily Elizabeth Swinburne,* as One of the younger Children of the said Dame *Emilia Elizabeth Swinburne,* of and in all the Real Estate by the same Will devised as aforesaid, was conveyed and assured unto the said *Algernon Lord Prudhoe* and *Edward Swinburne* the younger, and their Heirs, to the following Uses, to take effect after the Solemnization of the said then intended Marriage; (that is to say,) as to one Moiety of the same undivided Share or Shares to the Use of the said *Henry George Ward* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Algernon Lord Prudhoe* and *Edward Swinburne* the younger, and their Heirs, during the Life of the said *Henry George Ward,* in Trust to preserve contingent Remainders; with Remainder to the Use of the said *Emily Elizabeth Swinburne* and her Assigns for her Life, without Impeachment of Waste; with Remainder to the Use of the said *Algernon Lord Prudhoe* and *Edward Swinburne* the younger, and their Heirs, during her Life, in Trust to preserve contingent Remainders; and as to the remaining Moiety thereof, to the Use of the said *Algernon Lord Prudhoe* and *Edward Swinburne* the younger, and their Heirs, during the joint Lives of the said *Henry George Ward* and *Emily Elizabeth Swinburne,* without Impeachment of Waste, upon Trust for her separate Use, with Remainder to the Use of the Survivor of the said *Henry George Ward* and *Emily Elizabeth Swinburne,* and his or her Assigns, during his or her Life; with Remainder to the Use of the said *Algernon Lord Prudhoe* and *Edward Swinburne* the younger, and their Heirs, during the Life of such Survivor, in Trust to preserve contingent Remainders; and as to both the said Moieties of the said undivided Share or Shares after the Determination of the several Uses and Estates therein-before limited of the same Moieties respectively, to the Use of the Child or all or any of the Children of the said then intended Mar-

[Private.]

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riage,

Indentures of Lease and Release, April 1824, being the Settlement executed on the Marriage of Henry George Ward, Esq., and Emily Elizabeth Swinburne.

Deed of Settlement,
6th April
1824, of the
Personal Estate of Emily
Elizabeth
Swinburne.

riage, in such Shares, Manner, and Form as the said *Henry George Ward* and *Emily Elizabeth Swinburne*, or the Survivor of them, should in manner therein mentioned appoint; and for Want of such Appointment then to the Use of all and every such Child or Children equally if more than One, as Tenants in Common, and their respective Heirs, with a Proviso for Survivorship or Accruer in case of the Death of any of the said Children under the Age of Twenty-one Years, and without leaving lawful Issue at their respective Deceases; but in case all the said Children should die under the Age of Twenty-one Years, and without leaving such Issue, or in case there should be no Child of the said then intended Marriage, then, after the Decease of the Survivor of the said *Henry George Ward* and *Emily Elizabeth Swinburne*, and such Failure of their Children as aforesaid, the said Premises whereof the Reversion or Remainder was expressed to be thereby released were to remain to the Use of such Person or Persons and in such Manner as the said *Emily Elizabeth Swinburne* should in manner therein mentioned, notwithstanding her Coverture, appoint, and for Want of such Appointment then to the Use of the right Heirs of the said *Emily Elizabeth Swinburne*: And whereas by another Indenture bearing Date the said Sixth Day of *April* One thousand eight hundred and twenty-four, and made between the said *Sir John Edward Swinburne* of the First Part, the said *Emily Elizabeth Swinburne* of the Second Part, the said *Henry George Ward* of the Third Part, and the said *Algernon Lord Prudhoe* and *Edward Swinburne* the younger of the Fourth Part, in further Consideration of the said then intended Marriage between the said *Henry George Ward* and *Emily Elizabeth Swinburne*, the said *Emily Elizabeth Swinburne*, with the Privity of the said *Henry George Ward*, did assign unto the said *Algernon Lord Prudhoe* and *Edward Swinburne* the younger, their Executors, Administrators, and Assigns, all the Share or Shares to which she the said *Emily Elizabeth Swinburne*, her Executors or Administrators, then was, or upon the Decease of the Survivor of the said *Elizabeth Amelia Bennet* and *Dame Emilia Elizabeth Swinburne* should or might become entitled under the said Will of the said *Richard Henry Alexander Bennet* the Father, of and in his residuary Personal Estate, and also all such Sum or Sums of Money as she the said *Emily Elizabeth Swinburne*, her Executors or Administrators, then was, or upon the Decease of the Survivor of the said *Elizabeth Amelia Bennet* and *Sir John Edward Swinburne* and *Dame Emilia Elizabeth* his Wife should or might become entitled to receive by way of additional Portion under the said Indenture of Release of the Eighth Day of *April* One thousand eight hundred and nineteen, and the said Term of Five hundred Years thereby created; and also all such further Share or Shares (if any) of and in the further Sum or Sums of Money by way of additional Portion directed to be raised by the said Indenture of the Eighth Day of *April* One thousand eight hundred and nineteen, as she the said *Emily Elizabeth Swinburne*, her Executors or Administrators, then was, or thereafter before the last-mentioned Shares or Sums should respectively become payable should or might become entitled to, under the said Will of the said *Frances Elizabeth Swinburne*, and all Interest which should become due in respect of the Premises expressed to be thereby assigned, or any of them, upon Trust after the Solemnization of the said then intended

Marriage to call in and invest the same upon Parliamentary Stocks or Public Funds of *Great Britain*, or upon Government or Real Securities in *England* or *Wales*, and from Time to Time to vary such Securities, with the Consent, during the Lives of the said *Emily Elizabeth Swinburne* and *Henry George Ward*, or of the Survivor of them, of the said *Emily Elizabeth Swinburne* and *Henry George Ward*, or of the Survivor of them, and to stand possessed of and interested in the said Trust Monies, and the said Stocks, Funds, and Securities so to be purchased, and the Interest, Dividends, and annual Produce thereof, upon Trust to pay and apply one Moiety of such Interest, Dividends, and annual Produce to the said *Henry George Ward* and his Assigns during his Life, and after his Decease then to the said *Emily Elizabeth Swinburne* or her Assigns during her Life, and upon Trust during the joint Lives of the said *Emily Elizabeth Swinburne* and *Henry George Ward* to pay and apply the remaining Moiety of the same Interest, Dividends, and annual Produce in manner therein mentioned, for the separate Use of the said *Emily Elizabeth Swinburne*, and after the Decease of either of them the said *Henry George Ward* and *Emily Elizabeth Swinburne*, who should first depart this Life, then upon Trust to pay the last-mentioned Moiety to the Survivor of them the said *Henry George Ward* and *Emily Elizabeth Swinburne*, and his or her Assigns, during his or her Life, and after the Decease of such Survivor to stand possessed of the said Trust Funds and Securities, and the Interest, Dividends, and annual Produce thenceforth to accrue in respect of the same, in Trust for the Child or Children of the said then intended Marriage, at such Times, in such Shares and Manner, with Benefit of Survivorship and Accruer, and subject to such Powers of Appointment by the said *Henry George Ward* and *Emily Elizabeth Swinburne*, or the Survivor of them, and such Provisions for Maintenance and Advancement, as are therein expressed and contained; but in case no Child of the said then intended Marriage should live to attain a vested Interest, then upon Trust, after the Decease of the said *Henry George Ward* and *Emily Elizabeth Swinburne*, and such Failure of their Children as aforesaid, for such Person or Persons and in such Manner as the said *Emily Elizabeth Swinburne* should in manner therein mentioned, and notwithstanding her Coverture, appoint; and in default of such Appointment, then in Trust for such Person or Persons as should at the Decease of the said *Emily Elizabeth Swinburne* be her next of Kin under the Statute for the Distribution of Intestates Effects in case she had died a Widow and intestate: And whereas the said *Henry George Ward* intermarried with the said *Emily Elizabeth Swinburne* on or about the Eighth Day of *April* One thousand eight hundred and twenty-four, and there has been Issue of such Marriage Nine Children, and no more; (that is to say,) *Frances Guadalupe Felipa Maria Ward*, *Georgina Katherine Petronila Ward*, *Charles Dudley Robert Ward*, *Jane Hamilton Julia Ward*, *Swinburne Ward*, *Emily Rohesia Ward*, *Katherine Cecilia Elizabeth Ward*, *Julia Onofra Lepel Ward*, and *Henry Constantine Evelyn Ward*, all of whom are now living, and are Infants: And whereas by Indentures of Lease and Release, bearing Date respectively the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, the Release being made between the said *Elizabeth Swinburne* of the First Part, *John William Bow-*

Indentures
of Lease and
Release, June
1828,
being the
Settlement

executed on
the Marriage
of John Wil-
liam Bowden,
Esq., and
Elizabeth
Swinburne.

den Esquire of the Second Part, and *Henry Percy Gordon* Esquire, the said *Charles Henry Swinburne* (called therein by Mistake *Charles Edward Swinburne*), *Samuel Jones Loyd* Esquire, and *Henry Bowden* Esquire, of the Third Part, being the Settlement made previously to and in consideration of a Marriage then intended and soon afterwards solemnized between the said *John William Bowden* and *Elizabeth Swinburne*, all the Reversion or Remainder then expectant upon the Decease of the Survivor of the said *Elizabeth Amelia Bennet* and the said Dame *Emilia Elizabeth Swinburne*, of and in the undivided Share or Shares which by the said Will of the said *Richard Henry Alexander Bennet* the Father was or were devised to or for the Benefit of the said *Elizabeth Swinburne* as One of the younger Children of the said Dame *Emilia Elizabeth Swinburne*, of and in all the Real Estate by the same Will devised as aforesaid, was conveyed and assured unto the said *Henry Percy Gordon*, *Charles Henry Swinburne*, *Samuel Jones Loyd*, and *Henry Bowden*, and their Heirs, to the following Uses, to take effect after the Solemnization of the said then intended Marriage; that is to say, to the Use of the said *John William Bowden* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Percy Gordon*, *Charles Henry Swinburne*, *Samuel Jones Loyd*, and *Henry Bowden*, and their Heirs, during the Life of the said *John William Bowden*, in Trust to preserve contingent Remainders; with Remainder to the Use of the said *Elizabeth Swinburne*, 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, in Trust to preserve contingent Remainders; with Remainder to the Use of the Child or all or any of the Children of the said then intended Marriage, in such Shares, Manner, and Form as the said *John William Bowden* and *Elizabeth Swinburne*, or the Survivor of them, should in manner therein mentioned appoint, and for Want of such Appointment then to the Use of all and every such Child and Children equally if more than One, as Tenants in Common, and their respective Heirs, with a Proviso for Survivorship or Accruer in case of the Death of any of such Children under the Age of Twenty-one Years, and without leaving lawful Issue at their respective Deceases; but in case all the Children of the last-mentioned Marriage should die under the Age of Twenty-one Years, and without leaving such Issue, or in case there should be no such Child, then, after the Decease of the Survivor of the said *John William Bowden* and *Elizabeth Swinburne*, and such Failure of their Children as aforesaid, the said Premises whereof the Reversion or Remainder was expressed to be thereby released were to remain to the Uses following; (that is to say,) in case the said *Elizabeth Swinburne* should survive the said *John William Bowden*, to the Use of her and her Heirs, but in case the said *John William Bowden* should survive the said *Elizabeth Swinburne*, then as to one Moiety of the same Premises to the Use of him the said *John William Bowden* and his Heirs, and as to the remaining Moiety thereof to the Use of such Person or Persons and in such Manner as the said *Elizabeth Swinburne* should in manner therein mentioned, notwithstanding her Coverture, appoint, and for Want of such Appointment then to the Use of her the said *Elizabeth Swinburne* and her Heirs: And whereas by another Indenture bearing Date the said Sixth Day of *June* One thousand eight hundred and twenty-eight,

Settlement
of the Per-
sonal Estate

twenty-eight, and made between the said Sir *John Edward Swinburne* of the First Part, the said *Elizabeth Swinburne* of the Second Part, the said *John William Bowden* of the Third Part, and the said *Henry Percy Gordon*, *Charles Henry Swinburne* (therein called *Charles Edward Swinburne*), *Samuel Jones Loyd*, and *Henry Bowden* of the Fourth Part, in further consideration of the said then intended Marriage between the said *John William Bowden* and the said *Elizabeth Swinburne*, the said *Elizabeth Swinburne*, with the Privity of the said *John William Bowden*, did assign unto the said *Henry Percy Gordon*, *Charles Henry Swinburne*, *Samuel Jones Loyd*, and *Henry Bowden*, their Executors, Administrators, and Assigns, all the Share or Shares to which she the said *Elizabeth Swinburne*, her Executors or Administrators, then was, or upon the Decease of the Survivor of the said *Elizabeth Amelia Bennet* and Dame *Emilia Elizabeth Swinburne* should or might become entitled, under the said Will of the said *Richard Henry Alexander Bennet* the Father, of and in his residuary Personal Estate, and also all such Sum and Sums of Money as she the said *Elizabeth Swinburne*, her Executors or Administrators, then was, or upon the Decease of the Survivor of the said *Elizabeth Amelia Bennet* and Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife should or might become entitled to receive by way of additional Portion under the said Indenture of Release of the Eighth Day of *April* One thousand eight hundred and nineteen, and the said Term of Five hundred Years thereby created, and all Interest which should become due in respect of the Premises expressed to be thereby assigned, or any of them, upon Trust, after the Solemnization of the said then intended Marriage, to call in and invest the same upon Parliamentary Stocks or Public Funds of *Great Britain*, or upon Government or Real Securities in *England* or *Wales*, and from Time to Time to vary such Securities, with the Consent during the Lives of the said *Elizabeth Swinburne* and *John William Bowden*, or of the Survivor of them, of the said *Elizabeth Swinburne* and *John William Bowden*, or of the Survivor, and to stand possessed of and interested in the said Trust Monies, and the said Stocks, Funds, and Securities so to be purchased, and the Interest, Dividends, and annual Produce thereof, upon Trust, during the joint Lives of the said *John William Bowden* and *Elizabeth Swinburne*, out of such Interest, Dividends, and annual Produce, to pay the clear yearly Sum of Three hundred Pounds to the separate Use of the said *Elizabeth Swinburne* as Pin-money, and upon further Trust, during the Life of the said *John William Bowden*, to pay the Residue of such Interest, Dividends, and annual Produce unto the said *John William Bowden* and his Assigns, and after his Decease to pay the same Interest, Dividends, and annual Produce unto the said *Elizabeth Swinburne* or her Assigns during her Life, and after the Decease of the Survivor of the said *John William Bowden* and *Elizabeth Swinburne* to stand possessed of the said Trust Funds and Securities, and the Interest, Dividends, and annual Produce thenceforth to accrue in respect of the same, in Trust for the Child or Children of the said then intended Marriage, at such Times, in such Shares and Manner, with Benefit of Survivorship and Accruer, and subject to such Powers of Appointment by the said *John William Bowden* and *Elizabeth Swinburne*, or the Survivor of them, and such Provisions for Maintenance and Advancement, as are therein expressed and contained;

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of Elizabeth
Swinburne,
6th June
1828.

but in case no Child of the last-mentioned Marriage should live to attain a vested Interest, then after the Decease of the Survivor of the said *John William Bowden* and *Elizabeth Swinburne*, and such Failure of their Children as aforesaid, in case the said *Elizabeth Swinburne* should survive the said *John William Bowden*, in Trust for the said *Elizabeth Swinburne*, her Executors and Administrators; but in case the said *John William Bowden* should survive the said *Elizabeth Swinburne*, then as to one Moiety of the said Trust Premises, in Trust for the said *John William Bowden*, his Executors and Administrators, and as to the other Moiety thereof, upon Trust for such Person or Persons and in such Manner as the said *Elizabeth Swinburne*, notwithstanding Coverture, should in manner therein mentioned appoint; and in default of such Appointment, then in Trust for such Person or Persons as should at the Decease of the said *Elizabeth Swinburne* be her next of Kin under the Statutes for the Distribution of Intestates Effects in case she had died a Widow and intestate: And whereas the said *John William Bowden* intermarried with the said *Elizabeth Swinburne* on or about the Seventh Day of *June* One thousand eight hundred and twenty-eight, and there has been Issue of such Marriage Four Children, and no more, (that is to say,) *John Edward Bowden*, *Marianne Julia Bowden*, *Emily Frances Bowden*, and *Charles Henry Bowden*, all of whom are now living, and are Infants: And whereas the said *Elizabeth Amelia Bennet* departed this Life on the Twenty-seventh Day of *January* One thousand eight hundred and thirty-seven, leaving the said Dame *Emilia Elizabeth Swinburne* and Dame *Isabella Julia Levina Gordon* her surviving: And whereas the said Dame *Emilia Elizabeth Swinburne* has Issue now living the said *Edward Swinburne* the younger, her eldest Son, and Four other Children, and no more, (that is to say,) the said *Charles Henry Swinburne*, *Julia Swinburne*, *Emily Elizabeth* the Wife of the said *Henry George Ward*, and *Elizabeth* the Wife of the said *John William Bowden*, who have all attained the Age of Twenty-one Years: And the said Dame *Isabella Julia Levina Gordon* has Issue now living Two Children, and no more, (that is to say,) the said *Henry Percy Gordon* and also *Julia Emily Gordon*, who have both attained the Age of Twenty-one Years: And whereas the said *Julia Swinburne* and *Julia Emily Gordon* are both unmarried: And whereas the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife, *Charles Henry Swinburne*, *Julia Swinburne*, *Henry George Ward* and *Emily Elizabeth* his Wife, *John William Bowden* and *Elizabeth* his Wife, *Edward Swinburne* the younger, as Heir at Law of the said *Frances Elizabeth Swinburne* deceased, Sir *James Willoughby Gordon* and Dame *Isabella Julia Levina* his Wife, *Henry Percy Gordon*, *Julia Emily Gordon*, and the said infant Children of the said *Henry George Ward* and *Emily Elizabeth* his Wife, and of the said *John William Bowden* and *Elizabeth* his Wife, are the only Persons beneficially interested in the Real and Personal Estates devised and bequeathed by the Will of the said *Richard Henry Alexander Bennet* the Father: And whereas the Real Estate devised by the Will of the said *Richard Henry Alexander Bennet* the Father consists of a Capital Messuage or Mansion House, Manor, Farms, Lands, and Hereditaments called the *Northcourt Estate*, situate in the *Isle of Wight* in the County of *Southampton*, the Particulars whereof, with their
annual

annual Rents, are set forth in the First Schedule to this Act; and also of the Manor, Advowson or Right of Presentation, Markets, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments, situate in the County of *Essex*, the Particulars whereof, with their annual Rents, are set forth in the Second Schedule to this Act: And whereas by a Decree of the High Court of Chancery, bearing Date the Sixteenth Day of *January* One thousand eight hundred and thirty-eight, made in a Cause then and there depending, in which the said Dame *Emilia Elizabeth Swinburne*, the Wife of the Defendant Sir *John Edward Swinburne*, by *Edward Swinburne* the elder, her next Friend, the said *Julia Swinburne*, *Henry George Ward* and *Emily Elizabeth* his Wife, *John William Bowden* and *Elizabeth* his Wife, Dame *Isabella Julia Levina* the Wife of the Defendant Sir *James Willoughby Gordon*, by the said *Edward Swinburne* the elder, her next Friend, and *Julia Emily Gordon*, were Plaintiffs, and the said Sir *John Edward Swinburne*, and Sir *James Willoughby Gordon*, *Algernon Lord Prudhoe*, *Edward Swinburne* the younger, *Henry Percy Gordon*, *Charles Henry Swinburne*, *Samuel Jones Loyd*, and *Henry Bowden*, and also *Frances Guadalupe Felipa Maria Ward*, *Georgina Katherine Petronila Ward*, *Charles Dudley Robert Ward*, *Jane Hamilton Julia Ward*, *Swinburne Ward*, *Emily Rohesia Ward*, *Katherine Cecilia Elizabeth Ward*, *Julia Onofra Lepel Ward*, *Henry Constantine Evelyn Ward*, *John Edward Bowden*, *Marianne Julia Bowden*, *Emily Frances Bowden*, and *Charles Henry Bowden*, all of them Infants, by *Charles Ranken* their Guardian, and also *Charles William Bigge* and *William John Charlton*, were Defendants, it was, amongst other things, referred to the Master of the said Court in rotation to inquire and state to the Court whether it would be for the Benefit of all Parties interested in the Real Estates devised by the Will of the said *Richard Henry Alexander Bennet* the Father, that the same or any and what Part thereof should be sold, and the Produce thereof re-invested in Land or otherwise applied upon the Trusts of the said Testator's Will, and whether it would also be for the Benefit of all the Parties interested in the Personal Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that Power be given to invest the same in Lands, and whether it would also be for the Benefit of all the said Parties that Application should be made to Parliament for an Act to enable such Sale and Application and Investment accordingly to be made, and the Produce thereof to be so re-invested or applied accordingly; and it was ordered that the said Master should be at liberty to state any Circumstances relating to the said several Inquiries specially as he might think fit: And whereas in pursuance of the said Decree the Master of the said Court of Chancery to whom the said Matters were referred made his Report bearing Date the First Day of *March* One thousand eight hundred and thirty-eight, and thereby, amongst other things, certified that he was of opinion, that it would be for the Benefit of all Parties interested in the said Real Estates of the said Testator *Richard Henry Alexander Bennet* the Father, that the same should be sold and converted into Money when and as soon as an eligible Opportunity for selling the same should occur; and he was further of opinion, that it would be for the Benefit of all Parties interested in the said Real Estates that the Produce of any Sale or Sales thereof should be invested in Government or on

Decree of
the Court of
Chancery,
16th January
1838.

Master's Re-
port made
in pursuance
of the De-
cree, 1st
March 1838.

Real

Decree or
Order of the
Court on
further
Directions,
13th March
1838.

Real Securities, with the usual Power to vary and transpose such Securities as Occasion might require, and with Power to re-invest the same in Land; and the said Master further certified that he was of opinion, that it would also be for the Benefit of the Parties interested in the residuary Personal Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that Power should be given to invest the same in Lands; and he was also of opinion, that it would be for the Benefit of all the said Parties that Application should be made to Parliament to enable such Sale and Application and Investment accordingly to be made, and the Produce thereof to be so invested and applied accordingly: And whereas by a Decree or Order of the said Court of Chancery bearing Date the Thirteenth Day of *March* One thousand eight hundred and thirty-eight, made in the said Cause on further Directions, and on the Petition of the Plaintiffs therein, which Petition (amongst other things) stated that the said Mansion House and *Northcourt* Estate (being the Hereditaments comprised in the said First Schedule to this Act), together with an Estate adjacent thereto, to which the said Dame *Emilia Elizabeth Swinburne* and Dame *Isabella Julia Levina Gordon* became entitled in Fee Simple under the said Will of the said *Richard Henry Alexander Bennet* the Son, had been offered for Sale to the said Sir *James Willoughby Gordon* for the Sum of Sixty thousand Pounds, of which the Sum of Twenty-four thousand five hundred Pounds was apportioned as the Price of the said Mansion House and *Northcourt* Estate, and that the said Sir *James Willoughby Gordon* had consented to become the Purchaser of the whole of the said *Isle of Wight* Estates at the Price aforesaid, it was ordered, that the said Report should be confirmed, and it was declared, that it would be for the Benefit of all Parties interested in the Real Estates of the said Testator *Richard Henry Alexander Bennet* the Father that the said Testator's Real Estates which were devised by his Will, and were then subject to the Trusts thereof, should be sold and converted into Money when and as soon as an eligible Opportunity of selling the same should occur, and that the Produce thereof should be invested in Bank Three Pounds *per Centum* Consolidated Annuities, or on Real Securities, with the usual Powers of varying and transposing such Securities as Occasion might require, and with Power also of laying out the Money to be produced by such Sale in the Purchase of Land when it might be deemed expedient; and it was declared, that it would be for the Benefit of all Parties interested in the residuary Personal Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that Power should be given to invest the same in Lands; and it was declared, that it would be for the Benefit of all the said Parties that Application should be made to Parliament for an Act to enable such several Purposes to be carried into effect; and it was ordered, that the several Parties to the said Suit or any of them should be at liberty to make Application to Parliament for all and every the Purposes aforesaid, and that all necessary and proper Parties should join in such Application or Consent thereto; and it was ordered, that it be referred to the said Master to inquire and state to the Court whether it would be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that, so far as concerned the same Real Estate, the Offer accepted as aforesaid by the said Sir

James

James Willoughby Gordon should be performed, and that the said Mansion House and *Northcourt* Estate should be sold to the said Sir *James Willoughby Gordon* for the Sum of Twenty-four thousand five hundred Pounds, and whether any Application which should be made to Parliament for authorizing the Sale of the said Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father should comprehend an Application for a particular Power authorizing such Sale to the said Sir *James Willoughby Gordon* to be carried into effect; and it was ordered, that the said Master should also inquire and state to the Court whether it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father that the Trustee or Trustees of such Real Estate should be empowered to exchange the same or any Part thereof for other Hereditaments, and to make or concur in making Partition of the same Real Estate or any Part thereof with any Person or Persons who might be entitled to any undivided Share or Shares therein, and also to receive or pay Money for Equality of Exchange or Partition, and whether it would not also be for their Benefit that it should not be imperatively required to re-invest in Land the Monies which might arise from any such Sale, Exchange, or Partition, but that Provision should be made for the Investment of such Monies in Bank Three Pounds *per Centum* Consolidated Annuities or Real Securities, with the usual Power of varying and transposing such Securities, and with Power only of laying out such Monies in the Purchase of Land if it should be deemed expedient; and it was ordered, that the said Master should also inquire and state whether it would be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that Power should be given of leasing for Farming Purposes, for any Term not exceeding Twenty-one Years in Possession, at Rack Rent, all or any Part of the Real Estate from Time to Time remaining subject to the Trusts of his said Will, and also of leasing the same or any Part thereof for Building Purposes for any Term not exceeding Ninety-nine Years in Possession, at Rack Rent or other the best Rent that could be reasonably obtained, with Liberty to reserve and take nominal Rents for some Part of the Term so to be granted for Building Purposes, and whether it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father that all such Powers of Sale, Exchange, Partition, and Leasing as aforesaid should extend to all the Lands which might from Time to Time be subject to the Trusts of the same Testator's Will under the Exercise of any of the Powers aforesaid; and it was ordered, that the said Master should also inquire and state whether it would be for the Benefit of all Parties beneficially interested in the said Real and residuary Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father that such Parties should be empowered, with the Approbation of the said Court, to make Partition or Division amongst themselves of such Real Estate, and to exchange their respective Interests in such Real and Personal Estates, to the Intent that such Interests might be held in Severalty; and it was ordered, that the said Master should also inquire and state whether it would be for the Benefit of all Parties interested in the same Real and Personal Estates that Provision should be made by such Act of

[Private.]

7 x

Parliament

Master's Report made in pursuance of the Order on further

Parliament that the Income of all Monies to arise by any such Sale, Exchange, or Partition as aforesaid, and of the Stocks, Funds, or Securities on which such Monies might be invested, and the Rents and Profits of all Land to be purchased with the residuary Personal Estate of the said Testator *Richard Henry Alexander Bennet* the Father, or the Produce thereof or of any Part thereof, should respectively, without delaying the same until re-invested in Land, from Time to Time be paid and applied as the Rents and Profits of the Land so sold, exchanged, or made Partition of, and the Income of the Personal Estate so laid out in the Purchase of Land, would respectively have been payable or applicable if such Sale, Exchange, Partition, or Purchase had not been made, and whether also that Provision should be made that all Monies to arise by any such Sale, Exchange, or Partition as aforesaid, and the Stocks, Funds, or Securities wherein the same might be invested, and every Interest in Personal Estate which might be received in exchange as aforesaid for any Interest in Real Estate, and that all Land to be purchased as aforesaid with the said residuary Personal Estate, or the Produce thereof, or any Part thereof, and every Interest in Real Estate which might be received in exchange as aforesaid for any Interest in Personal Estate, should, so far as relates to the beneficial Interest therein respectively under the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of Settlement, or any of them, of any Person who should die under the Age of Twenty-one Years, retain their respective original Characters of Real and Personal Estate, and as such respectively should be transmissible to the Representatives of such Person so dying; and it was ordered, that the said Master should also inquire and state whether it would be for the Benefit of the Parties aforesaid that Provision should be made for the Change and Appointment of Trustees of the said Will of the said Testator *Richard Henry Alexander Bennet* the Father from Time to Time as Occasion might require, and that the usual Provision should be made that the Receipts of the Trustee or Trustees of the said Will of the said *Richard Henry Alexander Bennet* the Father for Monies coming to their Hands upon the Trusts thereof should exonerate the Persons respectively paying the same from all Liability as to the Application of such Monies, and that such Trustee and Trustees should be protected by the usual Provisions for their Indemnity; and it was ordered, that the said Master should also inquire and state whether it would be for the Benefit of all Parties interested in the Real and Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father, that Application should be made to Parliament for creating and conferring the several Powers and Authorities and making the several Provisions aforesaid, and all such other Powers and Provisions as might be necessary for carrying the Purposes aforesaid into effect; and it was ordered, that the said Master should appoint Two fit and proper Persons to be Trustees of the Real and residuary Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father, jointly with the said Defendant *Sir John Edward Swinburne*, to act in the Trusts of the said Will: And whereas, in pursuance of the last-mentioned Decree, the said Master made his Report bearing Date the Seventeenth Day of *March* One thousand eight hundred and thirty-eight, and thereby certified that he was of opinion that it would be for the Benefit of all Parties

Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that, so far as concerned the same Real Estate, the Offer made to and accepted by the said Sir *James Willoughby Gordon* for the Sale to him of the said Mansion House and Estate called the *Northcourt* Estate, in the *Isle of Wight*, should be performed, and that the said *Northcourt* Estate should be sold to the said Sir *James Willoughby Gordon* for the Sum of Twenty-four thousand five hundred Pounds, and that any Application which should be made to Parliament for authorizing the Sale of the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father should comprehend an Application for a particular Power authorizing such Sale to the said Sir *James Willoughby Gordon* to be carried into effect; and the said Master also certified that he was of opinion, that it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that the Trustee or Trustees of such Real Estate should be empowered to exchange the same or any Part thereof for other Hereditaments, and to make or concur in making Partition of the same Real Estate or any Part thereof with any Person or Persons who might be entitled to any undivided Share or Shares therein, and also to receive or pay Money for Equality of Exchange or Partition, and that it would also be for their Benefit that it should not be imperatively required to re-invest in Land the Monies which might arise from any such Sale, Exchange, or Partition of the Real Estates of the said Testator *Richard Henry Alexander Bennet* the Father, as aforesaid, but that Provision should be made for the Investment of such Monies in the Three Pounds *per Centum* Consolidated Bank Annuities or on Real Securities, with the usual Power of varying and transposing such Securities, and with Power only of laying out such Monies in the Purchase of Land if it should be deemed expedient; and the said Master was further of opinion, that it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father that Power should be given of leasing for Farming Purposes for any Term not exceeding Twenty-one Years in Possession, at Rack Rent, all or any Part of the Real Estate from Time to Time remaining subject to the Trusts of his said Will, and also for leasing the same or any Part thereof for Building Purposes for any Term not exceeding Ninety-nine Years in Possession, at Rack Rent or other the best Rent that could be reasonably obtained, with Liberty to reserve and take nominal Rents for some Part of the Term so to be granted for Building Purposes, and that it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father that all such Powers of Sale, Exchange, Partition, and Leasing as aforesaid should extend to all the Lands which might from Time to Time be subject to the Trusts of the same Testator's Will under the Exercise of any of the Powers aforesaid; and the said Master was further of opinion, that it would be for the Benefit of all Parties beneficially interested in the said Real and residuary Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father, that such Parties should be empowered, with the Approbation of the said Court, to make Partition or Division amongst themselves of such Real Estate, and to exchange their respective Interests in such Real and Personal Estates, to
the

Directions,
17th March
1838.

the Intent that such Interests might be held in Severalty, and that it would also be for the Benefit of all Parties interested in the same Real and Personal Estates that Provision should be made by such Act of Parliament that the Income of all Monies to arise by any such Sale, Exchange, or Partition as aforesaid, and of the Stocks, Funds, or Securities on which such Monies might be invested, and the Rents and Profits of all Land to be purchased with the residuary Personal Estate of the said Testator *Richard Henry Alexander Bennet* the Father, or the Produce thereof or of any Part thereof, should respectively, without delaying the same until Re-investment in Land, from Time to Time be paid and applied as the Rents and Profits of the Land so sold, exchanged, or made Partition of, and the Income of the Personal Estate so laid out in the Purchase of Land, would respectively have been payable or applicable if such Sale, Exchange, Partition, or Purchase had not been made, and also that Provision should be made that all Monies to arise by any such Sale, Exchange, or Partition as aforesaid, and the Stocks, Funds, or Securities whereon the same might be invested, and every Interest in Personal Estate which might be received in Exchange as aforesaid for any Interest in Real Estate, and that all Land to be purchased as aforesaid with the said residuary Personal Estate, or the Produce thereof, or any Part thereof, and every Interest in Real Estate which might be received in Exchange as aforesaid for any Interest in Personal Estate, should, so far as relates to the beneficial Interest therein respectively under the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of Settlement, or any of them, of any Person who should die under the Age of Twenty-one Years, retain their respective original Characters of Real and Personal Estate, and as such respectively should be transmissible to the Representatives of such Person so dying; and the said Master was further of opinion, that it would be for the Benefit of the Parties aforesaid that Provision should be made for the Change and Appointment of Trustees of the same Will from Time to Time as Occasion might require, and that the usual Provision should be made that the Receipts of the Trustee or Trustees of the said Will of the said *Richard Henry Alexander Bennet* the Father for Monies coming to their Hands upon the Trusts thereof should exonerate the Persons respectively paying the same from all Liability as to the Application of such Monies, and that such Trustee and Trustees should be protected by the usual Provisions for their Indemnity; and the said Master further certified that he was of opinion, that it would be for the Benefit of all Parties interested in the Real and Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father that Application should be made to Parliament for creating and conferring the several Powers and Authorities and making the several Provisions aforesaid, and all such other Powers and Provisions as might be necessary for carrying the Purposes aforesaid into effect; and the said Master certified that he was of opinion, that the said *Charles Henry Swinburne* and *Henry Percy Gordon* were the most fit and proper Persons to be appointed Trustees of the Real and residuary Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father, jointly with the said *Sir John Edward Swinburne*, to act in the Trusts of the said Will; and the said Master

appointed the said *Charles Henry Swinburne* and *Henry Percy Gordon* Trustees accordingly: And whereas by a Decree or Order of the said Court of Chancery, bearing Date the Twentieth Day of *March* One thousand eight hundred and thirty-eight, made in the said Cause, it was ordered, that the last-recited Report should be confirmed, and it was declared that it would be for the Benefit of all Parties interested in the Real Estate of the Testator *Richard Henry Alexander Bennet* the Father, that, so far as concerned the same Real Estate, the Offer accepted as aforesaid by the said Sir *James Willoughby Gordon* for the Sale to him of the Mansion House and Estate called the *Northcourt* Estate, in the *Isle of Wight*, should be performed, and that the said Mansion House and *Northcourt* Estate should be sold to the said Sir *James Willoughby Gordon* for the Sum of Twenty-four thousand five hundred Pounds, and that any Application which might be made to Parliament for authorizing the Sale of the said Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father should comprehend an Application for a particular Power authorizing such Sale to the said Sir *James Willoughby Gordon* to be carried into effect; and it was declared, that it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that the Trustee or Trustees of such Real Estate should be empowered to exchange the same or any Part thereof for other Hereditaments, and to make or concur in making Partition of the same Real Estate or any Part thereof with any Person or Persons who might be entitled to any undivided Share or Shares therein, and also to receive or pay Money for Equality of Exchange or Partition; and it was declared, that it would also be for the Benefit of all Parties interested as last aforesaid that it should not be imperatively required to re-invest in Land the Monies which might arise from any Sale, Exchange, or Partition of the Real Estates of the said Testator *Richard Henry Alexander Bennet* the Father as aforesaid, but that Provision should be made for the Investment of such Monies in Three Pounds *per Centum* Consolidated Bank Annuities, or on Real Securities, with the usual Power of varying and transposing such Securities, and with Power only of laying out such Monies in the Purchase of Land in case it should be deemed expedient; and it was declared, that it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that Power should be given of leasing for Farming Purposes for any Term not exceeding Twenty-one Years in Possession, at Rack Rent, all or any Part of the Real Estate from Time to Time remaining subject to the Trusts of his said Will, and also for leasing the same or any Part thereof for Building Purposes for any Term not exceeding Ninety-nine Years in Possession, at Rack or other the best Rent that could be reasonably obtained, with Liberty to reserve and take nominal Rents for some Part of the Term so to be granted for Building Purposes; and it was declared, that it would also be for the Benefit of all Parties interested in the Real Estate of the said Testator *Richard Henry Alexander Bennet* the Father, that all such Powers of Sale, Exchange, Partition, and Leasing as aforesaid should extend to all the Lands which might from Time to Time be subject to the Trusts of the same Testator's Will under the Exercise of any

Order of 20th March 1838, confirming the Master's Report, and authorizing the proposed Sale to Sir James Willoughby Gordon, and also the present Application to Parliament.

[Private.]

of the Powers aforesaid; and it was declared, that it would be for the Benefit of all Parties beneficially interested in the said Real and residuary Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father that such Parties should be empowered, with the Approbation of the said Court, to make Partition or Division amongst themselves of such Real Estate, and to exchange their respective Interests in such Real and Personal Estates, to the Intent that such Interests might be held in Severalty; and it was declared, that it would also be for the Benefit of all Parties interested in the same Real and Personal Estates that Provision should be made that the Income of all Monies to arise by any such Sale, Exchange, or Partition as aforesaid, and of the Stocks, Funds, or Securities on which such Monies might be invested, and the Rents and Profits of all Land to be purchased with the residuary Personal Estate of the said Testator *Richard Henry Alexander Bennet* the Father, or the Produce thereof or of any Part thereof, should respectively, without delaying the same until re-invested in Land, from Time to Time be paid and applied as the Rents and Profits of the Lands so sold, exchanged, or made Partition of and the Income of the Personal Estate so laid out in the Purchase of Land, would respectively have been payable or applicable if such Sale, Exchange, Partition, or Purchase had not been made, and that Provision should also be made that all Monies to arise by any such Sale, Exchange, or Partition as aforesaid, and the Stocks, Funds, or Securities whereon the same might be invested, and every Interest in Personal Estate which might be received in exchange as aforesaid for any Interest in Real Estate, and that all Land to be purchased as aforesaid with the said residuary Personal Estate, or the Produce thereof, or any Part thereof, and every Interest in Real Estate which might be received in exchange as aforesaid for any Interest in Personal Estate, should, so far as relates to the beneficial Interest therein respectively under the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of Settlement, or any of them, of any Person who should die under the Age of Twenty-one Years, retain their respective original Characters of Real and Personal Estate, and as such respectively should be transmissible to the Representatives of such Persons so dying; and it was declared, that it would be for the Benefit of the Parties so interested as aforesaid that the said *Charles Henry Swinburne* and *Henry Percy Gordon* should be appointed Trustees of the Real and residuary Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father jointly with the said *Sir John Edward Swinburne*, to act in the Trusts of his said Will, and that Provision should be made for the Change and Appointment of Trustees of the Will of the said Testator *Richard Henry Alexander Bennet* the Father from Time to Time as Occasion might require, and that the usual Provision should be made that the Receipts of the Trustee or Trustees of the said Will of the said *Richard Henry Alexander Bennet* the Father for Monies coming to their Hands upon the Trusts thereof should exonerate the Persons respectively paying the same from all Liability as to the Application of such Monies, and that such Trustee and Trustees should be protected by the usual Provisions for their Indemnity; and it was declared, that it would be for the Benefit of all Parties interested in the Real and Personal Estates

Estates of the said Testator *Richard Henry Alexander Bennet* the Father, that any Application which might be made to Parliament under the Liberty in that Behalf given as aforesaid by the said Decree of the Thirteenth Day of *March* One thousand eight hundred and thirty-eight should be extended to comprehend an Application for creating and conferring the several Powers and Authorities and making the several Provisions aforesaid, and all such other Powers and Provisions as might be necessary for carrying the Purposes aforesaid into effect; and it was ordered, that the several Parties to the said Suit or any of them should be at liberty to make such extended Application to Parliament, and that all necessary and proper Parties should join in such extended Application or consent thereto: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Sir John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife, the said *Charles Henry Swinburne* and *Julia Swinburne*, the said *Henry George Ward* and *Emily Elizabeth* his Wife, and the said *Henry George Ward* on behalf of his said infant Children, the said *John William Bowden* and *Elizabeth* his Wife, and the said *John William Bowden* on behalf of his said infant Children, the said *Edward Swinburne* the younger, the said *Sir James Willoughby Gordon* and Dame *Isabella Julia Levina* his Wife, and the said *Henry Percy Gordon* and *Julia Emily Gordon*, as to their said respective beneficial Interests in the Real and Personal Estates of the said Testator *Richard Henry Alexander Bennet* the Father, and the said *Sir John Edward Swinburne*, *Edward Swinburne* the elder, *Charles William Bigge*, *William John Charlton*, *Algernon Lord Prudhoe*, *Edward Swinburne* the younger, *Henry Percy Gordon*, *Charles Henry Swinburne*, *Samuel Jones Loyd*, and *Henry Bowden*, as Trustees as aforesaid, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Manors, Messuages, Advowson, Markets, Farms, Lands, Tenements, and Hereditaments comprised in the Schedules to this Act annexed, and all and singular other the Hereditaments by the said Will of the said *Richard Henry Alexander Bennet* the Father devised to the said *Sir John Edward Swinburne* and *Peter Lord Gwydir*, and their Heirs, in Trust as aforesaid, and now remaining subject to all or any of the said Trusts of the same Will, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof and of every Part thereof, shall, from and immediately after the passing of this Act, be and the same are hereby vested in the said *Sir John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, and their Heirs, to the Use of them the said *Sir John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, and their Heirs for ever, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations, as would be now subsisting undetermined and capable of taking effect in and affecting the same Premises respectively by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father if the Names of the said *Charles Henry Swinburne* and *Henry*

The Real Estate of *Richard Henry Alexander Bennet* the Father vested in new Trustees jointly with *Sir John Edward Swinburne*, upon the Trusts of Mr. *Bennet's* Will and of this Act.

Henry Percy Gordon had been therein inserted instead of the Name of the said *Peter Lord Gwydir*, and also upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisions, and Declarations, herein-after expressed, declared, and contained concerning the same, but subject nevertheless to the Uses and Trusts of the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, so far as the same respectively, if this Act had not been passed, would have affected the Hereditaments and Premises hereby vested as aforesaid.

Mr. Bennet's
Personal
Estate vested
in new
Trustees
jointly with
Sir John
Edward
Swinburne,
upon the
Trusts of Mr.
Bennet's
Will and of
this Act.

II. And be it further enacted, That the said Sum of Twenty-two thousand Pounds secured by Mortgage as aforesaid, and the said Nineteen thousand one hundred and eighty Pounds Sixteen Shillings and Seven-pence Bank Three Pounds *per Centum* Annuities, and all and singular the residuary Personal Estate and Effects by the said Will of the said *Richard Henry Alexander Bennet* the Father bequeathed to the said *Sir John Edward Swinburne* and *Peter Lord Gwydir*, their Executors and Administrators, in Trust as aforesaid, or the Produce thereof, now remaining subject to all or any of the Trusts of the same Will, and the Interest, Dividends, and annual Proceeds thereof and of every Part thereof, shall, from and immediately after the passing of this Act, be and the same are hereby vested in the said *Sir John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, their Executors, Administrators, and Assigns, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations, as would be now subsisting undetermined and capable of taking effect in and affecting the same Premises respectively by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father if the Names of the said *Charles Henry Swinburne* and *Henry Percy Gordon* had been therein inserted instead of the Name of the said *Peter Lord Gwydir*, and also upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisions, and Declarations, herein-after expressed, declared, and contained concerning the same, but subject nevertheless to the Uses and Trusts of the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, so far as the same respectively if this Act had not been passed would have affected the residuary Personal Estate and Premises lastly hereby vested as aforesaid.

Powers of
Sale, Ex-
change, and
Partition by
the Trustees.

III. And be it further enacted, That it shall be lawful for the said *Sir John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, and the Survivors and Survivor of them, and the Heirs of such Survivor, at any Time or Times after the passing of this Act, but with the Consent in Writing of the Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and
Sixth

Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall for the Time being be beneficially entitled in Possession to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then with the Consent in Writing of the Guardian or Guardians for the Time being of such Person or Persons respectively, (but subject to any Lease or Contract for a Lease which may be then affecting the same Hereditaments or any Part thereof by virtue of any Power in this Act contained,) to make sale and dispose of or to convey in Exchange for or in lieu of other Messuages, Lands, or Hereditaments in *England* or *Wales*, all or any Part of the Hereditaments devised by the said Will of the said *Richard Henry Alexander Bennet* the Father, or for the Time being subject to all or any of the said Trusts thereof under the Exercise of any of the Powers in this Act contained, with the Appurtenances, and the Inheritance thereof in Fee Simple, either together or in Parcels, and by public Auction or private Contract, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments, and upon such Terms, and under such Stipulations as to Title or Evidence of Title, as to them the said *Sir John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, or the Survivors or Survivor of them, or his Heirs, shall seem reasonable, with Liberty to buy in the said Hereditaments or any Part thereof which may be offered for Sale at any Auction, and to resell the same either by Auction or private Contract, without being answerable for any Loss which may happen by such Resale, and to do all Things requisite or proper for the Purpose of effectuating every such Sale; and also to concur with the Person or Persons for the Time being entitled to any undivided Share or Shares of all or any Part of the Hereditaments devised by or from Time to Time subject as aforesaid to all or any of the said Trusts of the said Will of the said *Richard Henry Alexander Bennet* the Father in making Partition of such Hereditaments or any of them; and also upon any such Exchange or Partition as aforesaid to pay, or to stipulate that any Person or Persons with whom such Exchange or Partition shall be made shall pay, any Sum or Sums of Money by way of Equality of Exchange or Partition; and upon every such Sale, Exchange, or Partition the said *Sir John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, or the Survivors and Survivor of them, or his Heirs, upon Payment into the Bank of *England* in manner herein-after directed of the Purchase Monies of the Hereditaments so to be sold, or the Monies so stipulated to be paid by way of Equality of Exchange or Partition as aforesaid, shall convey and assure the Hereditaments so to be sold, exchanged, or made Partition of as aforesaid to such Person or Persons and in such Manner as shall be deemed expedient, in order to effect such Sale, Exchange, or Partition, freed and discharged (except as to any such Lease or Contract for a Lease as aforesaid) from all and every the Uses, Estates, Trusts, Powers, Provisions, and Declarations in and by the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One

[Private.]

thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, limited, expressed, declared, and contained concerning the same, or by virtue of this Act then affecting the same or any Part thereof; and upon every such Exchange or Partition as aforesaid all and every the Hereditaments to be received in Exchange or by way of Partition shall hereafter forthwith be conveyed, settled, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations, as under the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall at the Time of such Exchange or Partition affect the Hereditaments so exchanged or made Partition of, or as near thereto as Circumstances will permit.

Particular
Power of
Sale of the
Northcourt
Estate to Sir
James Wil-
loughby
Gordon.

IV. Provided always, and be it further enacted, That at any Time within the Space of Two Years after the passing of this Act, upon Payment into the Bank of *England*, in manner herein-after directed, by the said Sir *James Willoughby Gordon*, his Heirs, Executors, or Administrators, of the Sum of Twenty-four thousand five hundred Pounds, it shall be lawful for the said Sir *John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, or the Survivors or Survivor of them, or the Heirs of such Survivor, of their or his proper Authority, and without requiring the Concurrence or Consent of any Person beneficially interested in the said Real Estate or any Part thereof, to convey and assure the said Mansion House and *Northcourt* Estate, and all and singular the Hereditaments comprised in the said First Schedule to this Act, with their Rights, Members, and Appurtenances, unto and to the Use of the said Sir *James Willoughby Gordon*, his Heirs and Assigns, or as he or they shall direct, freed and absolutely discharged from all and every the Uses, Estates, Trusts, Powers, Provisions, and Declarations in and by the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, limited, expressed, declared, and contained concerning the same, subject nevertheless to any Lease or Contract for a Lease which may be then affecting the same Premises or any Part thereof by virtue of any Power in this Act contained.

Monies
arising from
Sale, Ex-
change, or
Partition to
be paid into
the Court of
Chancery.

V. And be it further enacted, That the said Sum of Twenty-four thousand five hundred Pounds, in case the said Sale to the said Sir *James Willoughby Gordon* shall take effect, and all Monies which shall arise from every Sale to be made in pursuance of this Act, or which shall be stipulated to be paid for Equality of Exchange or Partition as aforesaid, shall be paid by the Person or Persons respectively to or with whom such Sale, Exchange, or Partition shall be made, into the Bank of *England*, in the Name and with the Privity
of

of the Accountant General of the High Court of Chancery, to be placed to his Account there “*ex parte* the Purchasers of the devised Estates late of *Richard Henry Alexander Bennet* Esquire, deceased,” pursuant to the Method prescribed by the Act of Parliament of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Directions of the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, or Office Copies thereof respectively, of the Payment into the Bank of *England* of any Monies by this Act directed to be so paid, shall be an effectual Discharge or effectual Discharges to the Persons respectively paying the same, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for the Monies aforesaid, or so much thereof as in such Certificate or Certificates and Receipt or Receipts respectively shall be expressed to be received; and after the filing as aforesaid of such Certificate or Certificates and Receipt or Receipts, the Persons respectively paying such Monies shall not be bound to see to the Application, or be answerable for any Loss, Misapplication, or Non-application of such Monies or any Part thereof.

VI. And be it further enacted, That all Monies which shall be paid into the Bank in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of Costs, Charges, and Expences according to the Direction herein-after contained, shall be forthwith laid out by the said Accountant General in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities: Provided always, that at any Time or Times after any such Monies shall have been so paid as aforesaid it shall be lawful for the said Court of Chancery, upon Petition to be preferred to the said Court in a summary Way by the Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, would for the Time being have been beneficially entitled in Possession to the Rents and Profits of the Hereditaments from the Sale, Exchange, or Partition whereof such Monies respectively shall have arisen, if such Sale, Exchange, or Partition had not been made, (but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, in his, her, or their Behalf,) to direct such Monies respectively, or any Part thereof, to be invested, or to direct the Bank Annuities so purchased as aforesaid with such Monies respectively, or any Part thereof, to be sold, and the Produce thereof invested in the Name or Names of the Trustee or Trustees for the Time being of the said Will of the said *Richard Henry Alexander Bennet* the Father, and this Act, at Interest in Real Securities in *England* or *Wales*,

The said Monies to be invested in Three per Cent. Consols, or on Real Securities;

with Power to vary Securities, under the Direction of the Court.

Income of such Monies to be paid as the Rents and Profits of the Estates sold, exchanged, or made Partition of would have been payable.

Power to re-invest such Monies in Land, under the Direction of the Court.

Wales, with Power for such Trustee or Trustees from Time to Time, under the Direction of the said Court of Chancery, to be obtained on Petition as aforesaid, to call in, vary, or dispose of such Securities, and to re-invest the Money arising by such calling in, Variation, or Disposition at Interest upon Real Securities of the like Nature, or to pay such Money again into the Bank in the Name and with the Privity of the said Accountant General, to be by him again laid out in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, and so on from Time to Time as often as the said Court shall direct; and the Interest, Dividends, and annual Produce of all and every the Monies to be paid into the Bank as aforesaid, or of the Bank Annuities or Securities wherein such Monies respectively shall for the Time being be laid out or invested, as herein-before directed or authorized, shall from Time to Time, under the Direction of the said Court of Chancery, go and be paid to such Person or Persons, and be applied to such Uses, Intents, and Purposes, and in such Manner, as the Rents and Profits of the Hereditaments from the Sale, Exchange, or Partition whereof such Monies respectively shall have arisen would have gone and been payable or applicable if such Sale, Exchange, or Partition respectively had not been made.

VII. Provided always, and be it further enacted, That at any Time or Times after any Monies shall have been paid into the Bank as herein-before is directed, it shall be lawful for the said Court of Chancery, upon Petition to be preferred thereto in a summary Way by the Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, would for the Time being have been beneficially entitled in Possession to the Rents and Profits of the Hereditaments from the Sale, Exchange, or Partition whereof such Monies respectively shall have arisen, if such Sale, Exchange, or Partition had not been made, but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, in his, her, or their Behalf, to direct such Monies respectively or any Part thereof to be laid out, or to direct the Bank Annuities or Securities whereon such Monies respectively shall be invested, or any Part thereof, to be converted into Money, and the Monies produced by such Conversion to be laid out in the Purchase of Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, of a clear and indefeasible Estate of Inheritance in Fee Simple in Possession, (whereof any Part may if the said Court shall think fit be Copyhold of Inheritance,) and upon or immediately after every such Purchase the Hereditaments therein comprised shall be conveyed, surrendered, settled, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations, as under the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and

twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall at the Time of such Sale, Exchange, or Partition affect the Hereditaments from the Sale, Exchange, or Partition whereof the Monies laid out in such Purchase shall have arisen, or as near thereto as Circumstances will permit.

VIII. And be it further enacted, That at any Time or Times after any Monies shall have been paid into the Bank as herein-before is directed it shall be lawful for the said Court of Chancery, upon Petition to be preferred thereto in a summary Way by any Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall then be absolutely entitled to such Monies or any Part thereof, (but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, in his, her, or their Behalf,) to direct such Monies or any Part thereof to be paid, or the Bank Annuities or Securities wherein the same or any Part thereof shall then be invested to be transferred or assigned, to the Person or Persons so entitled, or to such Person or Persons and in such Manner as the said Court shall think fit.

Final Payment of such Monies to the Persons absolutely entitled.

IX. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, upon any such Petition in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think fit for taxing or settling all Costs, Charges, and Expences which shall have been incurred in or about the said Proceedings in Chancery, and in preparing, soliciting, applying for, and obtaining and passing this Act, and preparatory thereto, and in making the several Applications to the said Court in pursuance thereof, and in making and completing any Sale, Exchange, or Partition hereby authorized, and in vesting all or any of the Monies which under this Act shall be paid into the Bank on Real Securities, or in the Purchase of Lands and Hereditaments under the Powers herein contained, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Orders as the said Court shall think fit for Payment of such Costs, Charges, and Expences out of the Monies which shall be paid into the Bank as aforesaid, and also from Time to Time to make such other Order or Orders in or about the Execution of this Act as the said Court shall think fit.

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

X. And be it further enacted, That it shall be lawful for the said Sir *John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, and the Survivors and Survivor of them, and the Heirs of such Survivor, at any Time or Times after the passing of this Act, but with the Consent in Writing of the Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days

Power of leasing for Twenty-one Years.

[Private.]

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of

of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall for the Time being be beneficially entitled in Possession to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then with the Consent in Writing of the Guardian or Guardians for the Time being of such Person or Persons respectively, to demise or lease all or any Part or Parts of the Hereditaments devised by the said Will of the said *Richard Henry Alexander Bennet* the Father, or for the Time being subject to all or any of the said Trusts thereof, under the Exercise of any of the Powers in this Act contained, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, in Possession, and not in Reversion or by way of future Interest; so that upon every such Lease there be reserved and made payable during the Continuance thereof, and to go along with and be incident to the immediate Reversion of the Premises so to be leased, the best and most improved yearly Rent or Rents that at the Time of granting such Lease can or may be reasonably obtained for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that in every such Lease there be contained a Condition of Re-entry on Nonpayment of the Rent or Rents to be thereby reserved by the Space of Twenty-one Days next after any Part thereof shall become payable; and so that the Lessee or Lessees named in every such Lease seal and deliver a Counterpart thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste.

Power of
granting
Building
Leases.

XI. And be it further enacted, That it shall be lawful for the said Sir *John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, and the Survivors and Survivor of them, and his Heirs, at any Time or Times after the passing of this Act, but with the Consent in Writing of the Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall for the Time being be beneficially entitled in Possession to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then with the Consent in Writing of the Guardian or Guardians for the Time being of such Person or Persons respectively, to demise or lease all or any Part or Parts of the Hereditaments so devised by the said Will of the said *Richard Henry Alexander Bennet* the Father, or for the Time being subject as aforesaid to all or any of the said Trusts thereof, to any Person or Persons who shall be willing to take the same for the Purpose of building or of rebuilding any Building or Buildings upon the Premises to be so leased, or any Part thereof, or of effectually repairing any Building or Buildings then standing

standing thereon; with or without Liberty to take down any Building or Buildings then existing upon the same Premises, and to apply the Materials to such Purposes as shall be agreed upon; and with or without Liberty to lay out and appropriate any Part or Parts of the Ground which shall be comprised in any such Lease as or for a Yard or Yards, Garden or Gardens, or any other Convenience to be held, occupied, or enjoyed with any Building or Buildings so to be built, rebuilt, or repaired; and with or without Liberty to make and lay out any Street or Streets, Road or Roads, and to make Drains, Sewers, or other Easements for the more convenient Enjoyment thereof; and for the Purposes aforesaid to dig, take, and remove Earth, Clay, Stone, Sand, Loam, or Gravel, and also for the same Purposes to make Bricks or Tiles to be used in and upon the Premises so to be leased, but not otherwise; and also with any other Power or Powers which may be considered advisable in order to effectuate the Object of the Parties to any such Lease; and also with, under, and subject to such Covenants, Provisoes, and Agreements as from the Nature of the Case may be deemed expedient; so that every such Lease for the Purpose of new building or rebuilding be made for any Term or Number of Years not exceeding Ninety-nine Years; and so that every such Lease for the Purpose of effectually repairing any Building or Buildings be made for any Term or Number of Years not exceeding Forty-one Years; and so from Time to Time and in like Manner to grant a new Lease or new Leases for building, rebuilding, or repairing of the same Premises or any Part thereof for such Term or Terms respectively as aforesaid; and so that every such Lease shall take effect in Possession, and not in Reversion or by way of future Interest; and so that upon every such Lease there be reserved and made payable, half-yearly or oftener during the Continuance thereof, and to go along with and be incident to the immediate Reversion of the Premises so to be leased, the best and most beneficial Rent or Rents that at the Time of granting such Lease (considering the Nature and Circumstances of the Case) can be reasonably obtained for the same, but so nevertheless that a nominal Rent may be reserved for the first Two or Three Years of any Term that may be granted under this present Power, without taking any Fine, Premium, or Foregift for the making thereof (the Acceptance of the Surrender of any existing Lease not being considered in the Nature of a Fine, Premium, or Foregift); and so that in every such Lease there be contained Covenants by the Lessee or Lessees to pay the Rent or Rents to be thereby reserved, and also to pay all Taxes, Charges, Assessments, and Impositions affecting the Premises therein comprised, and also to build, rebuild, and effectually repair the Building or Buildings which at the Time of the Execution of such Lease may be agreed to be so built, rebuilt, and repaired, and also to maintain and keep every such Building in good Repair and insured from Loss or Damage from Fire to the Amount of at least Three Fourths of its Value in some One or more of the public Offices in *London* or *Westminster* for insuring against Loss or Damage by Fire, and to lay out the Money to be received by virtue of every such Insurance in rebuilding, repairing, and reinstating such Building or Buildings as shall be destroyed or damaged by Fire, and at the End or sooner Determination of the Term by such Lease granted to surrender quietly and without Delay the Premises therein comprised, and to leave in good Repair the Building or Buildings therein

Covenants to be contained in Leases.

therein covenanted to be built, rebuilt, or repaired; and so that in every such Lease there be also contained a Condition of Re-entry on Non-payment of the Rent or Rents to be thereby reserved by the Space of Twenty-one Days next after any Part thereof shall become payable, or on Nonperformance of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee or Lessees; and so that the Lessee or Lessees named in every such Lease seal and deliver a Counterpart thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

Power of
contracting
to grant
Leases.

XII. Provided always, and be it further enacted, That it shall be lawful for the said Sir *John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, and the Survivors and Survivor of them, and his Heirs, at any Time or Times after the passing of this Act, but with such Consent as by this Act would be required for granting such Lease or Leases respectively, to enter into any Contract or Contracts in Writing for granting any Lease or Leases authorized by the Powers herein-before contained, or any of them, for the Purposes of building, rebuilding, or repairing, and to agree, when and as any Ground or Building or Buildings so contracted to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, to demise and lease all or any Part or Parts of the Ground or Building or Buildings mentioned in any such Contract to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or Nominee or Nominees, during the Residue of the Term or Terms to be specified in such Contract, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract, as shall be thought proper; but so nevertheless that if the yearly Rent to be reserved in any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Eighth Part of the clear yearly Rack Rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and so that every Lease to be granted pursuant to any such Contract shall be conformable to the Provisions herein-before contained concerning the Leases herein-before authorized to be made, so far as the same shall be applicable: Provided always, that in every such Contract there shall be inserted a Condition for vacating the same, or for Re-entry into such Part or Parts of the Premises therein comprised as shall not be built upon, rebuilt, or repaired respectively in the Manner therein stipulated within a reasonable Time to be therein appointed for that Purpose, and also a Provision that the Person or Persons to whom a Lease or Leases ought to be granted pursuant to such Contract shall accept such Lease or Leases, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be appointed by such Contract, or that in default thereof such Contract shall be void: Provided also, that every Lease which shall be granted as aforesaid in pursuance or in consequence of a previous Contract, and not being inconsistent with the

the Provisions of this Act, shall be deemed to be duly granted, although such Contract shall not in all respects have been duly observed, and that after any such Lease shall have been executed the Contract for the same shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of such Lease.

XIII. And be it further enacted, That when and so often as any Contract for a Lease shall have been entered into as aforesaid it shall be lawful for the said Sir *John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, or the Survivors or Survivor of them, or his Heirs, at any Time or Times thereafter, with such Consent as by this Act would be required for entering into such Contract, to enter with the other Party or Parties to such Contract into any new Covenant or Covenants, Agreement or Agreements, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract to be contained, or to release the Person or Persons with whom such Contract shall have been entered into, and his, her, or their Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part thereof, and to substitute (if it shall be thought expedient) any new Covenant or Covenants, Agreement or Agreements, instead of the Part or Parts of such Contract which shall be so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in such Contract, which Hereditaments so surrendered may be leased or contracted to be leased, and afterwards leased, under the Powers herein contained, as if no Contract for leasing the same had previously been entered into: Provided always, that nothing herein contained shall be taken to authorize any Covenant or Agreement inconsistent with the Provisions of this Act, or to authorize the Release of any Covenant, Proviso, or Agreement herein-before specifically directed to be inserted in any Lease or Contract for a Lease to be made or entered into by virtue of this Act, unless such Lease or Contract be absolutely surrendered.

Power to alter or re-lease Contracts, or to accept a Surrender of any Premises contracted to be leased.

XIV. And be it further enacted, That when and so often as Possession of any Hereditaments to be comprised in any such Lease or Contract for a Lease as aforesaid shall be resumed or recovered by virtue of the Condition of Re-entry in such Lease or Contract to be contained, the Premises whereof Possession shall be so resumed or recovered may be leased or contracted to be leased, and afterwards leased, under the Powers herein contained, as if no Lease or Contract for a Lease of the same had previously been made or entered into.

Where Possession is recovered under Condition of Re-entry, the Premises may be again leased.

XV. And be it further enacted, That it shall be lawful for the said Court of Chancery at any Time or Times after the passing of this Act, upon Petition to be preferred thereto in a summary Way by the Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Sixth Day of *April* One thousand eight hundred and twenty-four, and the Sixth Day of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall for the Time being be beneficially entitled in Possession to the annual Income of the residuary Personal Estate bequeathed by the said *Richard Henry Alexander Bennet* the Father, deceased, or the Produce thereof, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then by the Guardian

Power to invest Personal Estate in Lands.

dian or Guardians for the Time being of such Person or Persons respectively, to direct all or any Part of the said residuary Personal Estate, or the Stocks, Funds, or Securities whereon the same shall for the Time being be invested, to be called in or converted into Money, and to apply and to direct the Monies to arise by such calling in or Conversion to be applied in the Payment of any Sum or Sums to be by him or them paid for Equality of Exchange or Partition, in pursuance of the Power herein-before in that Behalf contained, or to be laid out and invested in the Purchase of Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, of a clear and indefeasible Estate of Inheritance in Fee Simple in Possession (whereof any Part may, if the said Court shall think fit, be Copyhold of Inheritance); and upon or immediately after every such Purchase the Hereditaments therein comprised shall be conveyed, surrendered, and assured unto and to the Use of the Trustee or Trustees making such Purchase, and his or their Heirs, upon Trust (but subject nevertheless to the several Powers of Sale, Exchange, Partition, Leasing, and contracting to lease, in this Act contained,) to pay and apply the Rents, Issues, and Profits thereof to such Person or Persons, upon and for such Trusts, Intents, and Purposes, and in such Manner as the Income of the Monies laid out in the Purchase thereof would have been payable or applicable if such Purchase had not been made.

Power of Partition and Interchange of Interests amongst the Persons beneficially interested under Mr. Bennet's Will.

XVI. And be it further enacted, That at any Time or Times after the passing of this Act, during the Minority of all or any of the Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall for the Time being be beneficially interested in the Real and Personal Estates from Time to Time subject to the Trusts of the same Will, it shall be lawful for such of the Persons so interested as (if any) shall have attained the Age of Twenty-one Years, and for the Guardian or Guardians of such of them as shall be under that Age, with the Approbation of the said Court of Chancery, to be obtained in a summary Way on the Petition of such Person or Persons (if any) being of full Age, and such Guardian or Guardians as last aforesaid, to make Partition or Division amongst the several Persons so interested or any of them of the Real Estate for the Time being subject to the Trusts of the last-mentioned Will, and to receive or pay Money for Equality of such Partition or Division, or to exchange the undivided Share or Shares, Interest or Interests of any of such Persons in such Real Estate, for the undivided Share or Shares, Interest or Interests of any other or others of such Persons in the said Personal Estate, to the end that such Shares and Interests respectively, or any of them, may be held in Severalty, and for such Purposes or any of them to execute such mutual Conveyances or Assurances as shall be deemed expedient in order to effect such Partition, Division, or Exchange; and every Conveyance or Assurance so executed, with the Approbation as aforesaid of the said Court of Chancery, by the Guardian or Guardians of any Infant or Infants beneficially interested as aforesaid, shall be binding upon such Infants respectively.

XVII. Provided always, and be it further enacted, That all Monies which shall arise by any Sale, Exchange, or Partition of Real Estate under this Act, and the Stocks, Funds, or Securities whereon such Monies or any Part thereof may be invested, and every Interest in Personal Estate which may under this Act be received in exchange for any Interest in Real Estate, shall be subject to the same Trusts as such Real Estate or Interest therein would respectively have been subject to if such Sale, Exchange, or Partition respectively had not been made, and shall, as to any transmissible beneficial Interest therein under the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of Settlement of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, of any Person who shall die under the Age of Twenty-one Years, be considered as Real Estate, and as such shall be transmissible to the Representative or Representatives of such Person so dying; and all Lands and Hereditaments which shall be purchased under this Act with the residuary Personal Estate of the said Testator *Richard Henry Alexander Bennet* the Father, or the Produce thereof or any Part thereof, or which shall be received in respect of any Money which shall be paid under this Act out of such Personal Estate or Produce for Equality of Exchange or Partition, and every Interest in Real Estate which may under this Act be received in exchange for any Interest in Personal Estate, shall be subject to the same Trusts as such Personal Estate or Produce, or Interest therein, would respectively have been subject to if the same respectively had not been laid out in the Purchase of Lands or Hereditaments, or applied for Equality of Exchange or Partition, or had not been exchanged, and shall, as to any transmissible beneficial Interest therein under the last-mentioned Will and Indentures, and this Act, or any of them, of any Person who shall die under the Age of Twenty-one Years, be considered as Personal Estate, and as such shall be transmissible to the Representative or Representatives of such Person so dying.

The Real and Personal Estates, though converted, to remain subject to their original Trusts, and to retain their original Characters as to Transmission.

XVIII. Provided always, and be it further enacted, That if the said Sir *John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, or any of them, or any Trustee or Trustees who shall succeed to or be appointed in the Place of them or any of them, as herein-after is mentioned, shall die, or desire to be discharged from, or decline or become incapable to act in the Trusts by the said Will of the said *Richard Henry Alexander Bennet* the Father, or this Act, in them or him reposed, or shall go out of *Great Britain* before such Trusts shall be fully performed, then and in every such Case it shall be lawful for the said Court of Chancery, on Motion or Petition in a summary Way by the Person or Persons who by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, and the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, and this Act, or any of them, shall for the Time being be beneficially entitled in Possession to the Rents and Profits and Income of the Real and Personal Estates from Time to Time subject to the said Trusts

Power to appoint new Trustees.

Trusts of the said Will of the said *Richard Henry Alexander Bennet* the Father, or the Trusts of this Act, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then by his or their Guardian or Guardians for the Time being, from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees in in the Place of the Trustee or Trustees so dying, desiring to be discharged, or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid; and when and so often as any new Trustee or Trustees shall be appointed as aforesaid all the Trust Premises the Trustee or Trustees whereof shall so die, desire to be discharged, or decline or become incapable to act, or go out of *Great Britain* as aforesaid, shall thereupon with all convenient Speed be conveyed and transferred so as to be legally and effectually vested in the newly appointed Trustee or Trustees jointly with the surviving or continuing or other Trustees or Trustee, or in such newly appointed Trustee or Trustees only, as the Case may require, upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisions, and Declarations, as in and by the said Will of the said *Richard Henry Alexander Bennet* the Father, and this Act, are expressed, declared, and contained concerning the same Premises, or such of the same Trusts, Intents, and Purposes, Powers, Provisions, and Declarations, as shall be then subsisting undetermined and capable of taking effect, subject nevertheless to the Uses and Trusts of the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and nineteen, the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-four, and the Fifth and Sixth Days of *June* One thousand eight hundred and twenty-eight, so far as they may then respectively affect the same Trust Premises; and every such new Trustee shall and may act and be concerned in the Execution of the Trusts to which such Trustee shall be so appointed as fully and effectually, and with the same Powers, Authorities, and Discretion, as if such new Trustee had been originally appointed by the said Will of the said *Richard Henry Alexander Bennet* the Father, or by this Act.

Trustees
Receipts to
be good
Discharges.

XIX. Provided always, and be it further enacted, That the Receipt or Receipts of the Trustees or Trustee for the Time being acting by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, or this Act, for any Money which shall come to their or his Hands by virtue of the same Will or of this Act, shall be an effectual Discharge or effectual Discharges to the Persons respectively paying the same for the Money for which such Receipt or Receipts shall be so given, or for so much thereof as in such Receipt or Receipts respectively shall be expressed to be received, and the Persons respectively paying such Money, and taking such Receipt or Receipts for the same, shall not afterwards be bound to see to the Application, or be answerable for any Loss, Misapplication, or Non-application of such Money, or any Part thereof.

Indemnity
to Trustees.

XX. Provided also, and be it further enacted, That the said Sir *John Edward Swinburne*, *Charles Henry Swinburne*, and *Henry Percy Gordon*, hereby appointed, and the several Trustees hereafter to be appointed by virtue of this Act, and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable only for so much Money as they shall respectively

respectively actually receive by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, or this Act, notwithstanding their or any of their joining in any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable for the others or other of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but every of them for his own Acts, Receipts, Neglects, and Defaults only, nor shall they or any of them be answerable or accountable for any Person or Persons who is, are, or shall be the Receiver or Receivers of the Rents and Profits or Income of all or any Part of the Premises from Time to Time subject to the said Trusts of the said Will of the said *Richard Henry Alexander Bennet* the Father, or the Trusts of this Act, or in whose Hands any of the said Trust Monies shall be deposited or lodged for safe Custody, or otherwise, in the Execution of the Trusts aforesaid, nor for the Insufficiency or Deficiency of Title to any Hereditaments which by virtue of this Act shall be purchased or shall be received by way of Exchange or Partition, nor for the Insufficiency or Deficiency of any Security or Securities upon which all or any of the Monies to arise by any Sale, Exchange, or Partition by virtue of this Act, or any other of the Trust Monies aforesaid, shall be laid out or invested as aforesaid, nor for any Misfortune, Loss, or Damage which may happen in the Execution of any of the said Trusts or Powers, or in relation thereto, except the same shall happen by or through their own wilful Neglects or Defaults respectively; and also that the said several Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, shall and may, out of the Monies which shall come to their respective Hands by virtue of the said Will of the said *Richard Henry Alexander Bennet* the Father, or of this Act, retain to and reimburse themselves respectively, and also allow to their and his Co-trustee and Co-trustees, all Loss, Costs, Damages, and Expences which he or they or any of them shall suffer, sustain, or disburse in or about the Execution of the said Trusts and Powers respectively in them reposed and vested, or otherwise howsoever relating thereto.

XXI. And whereas the said *Algernon Lord Prudhoe*, One of the Trustees named in the Two several herein-before recited Indentures of Settlement of the Sixth Day of *April* One thousand eight hundred and twenty-four, is now in *Egypt*, and his Consent to this Act has not been proved; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Algernon Lord Prudhoe*, as such Trustee as aforesaid, until the said *Algernon Lord Prudhoe* shall signify his Consent to this Act by Writing under his Hand, attested by One or more credible Witness or Witnesses; and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years after the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Algernon Lord Prudhoe* as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I *Algernon Lord Prudhoe* do hereby consent to an Act of Parliament passed in the _____ Year of the Reign of Queen *Victoria*, intituled *An Act for authorizing the Sale, Exchange, and*
 [Private.] _____ *Partition*

This Act not to bind Lord Prudhoe until his Consent be signified in Writing, and enrolled in the Court of Chancery.

Form of Consent.

‘ *Partition of the Real Estate devised by the Will of Richard Henry*
 ‘ *Alexander Bennet Esquire, deceased, and for the Application of*
 ‘ *the Produce thereof; and for authorizing the granting of Leases of*
 ‘ *the same Estate; and for authorizing the Investment in Land of the*
 ‘ *residuary Personal Estate bequeathed by the same Will; and for*
 ‘ *other Purposes. Given under my Hand the* Day of
 ‘ in the Year of our Lord .’

General
Saving.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Sir *John Edward Swinburne* and Dame *Emilia Elizabeth* his Wife, her Heirs, Executors, and Administrators, the said *Edward Swinburne* the younger, and his Heirs, the said *Charles Henry Swinburne* and *Julia Swinburne*, and their respective Heirs, Executors, and Administrators, the said *Henry George Ward* and *Emily Elizabeth* his Wife, their Heirs, Executors, and Administrators, and the Children of the said *Henry George Ward* by the said *Emily Elizabeth* his Wife, their respective Heirs, Executors, and Administrators, the said *John William Bowden* and *Elizabeth* his Wife, and their respective Heirs, Executors, and Administrators, and the Children of the said *John William Bowden* by the said *Elizabeth* his Wife, their respective Heirs, Executors, and Administrators, the said Sir *James Willoughby Gordon* and Dame *Isabella Julia Levina* his Wife, her Heirs, Executors, and Administrators, the said *Henry Percy Gordon* and *Julia Emily Gordon*, and their respective Heirs, Executors, and Administrators, and all and every other Child or Children of the said Dame *Emilia Elizabeth Swinburne* and Dame *Isabella Julia Levina Gordon* respectively, and the Heirs, Executors, and Administrators of such Child or Children, in respect of their said beneficial Interests, and the said Sir *John Edward Swinburne*, *Edward Swinburne* the elder, *Charles William Bigge*, *William John Charlton*, *Algernon Lord Prudhoe*, *Edward Swinburne* the younger, *Henry Percy Gordon*, *Charles Henry Swinburne*, *Samuel Jones Loyd*, and *Henry Bowden*, as Trustees as aforesaid, and their respective Heirs, Executors, and Administrators, and all and every other Person and Persons lawfully or equitably claiming or to claim any Estate, Use, Trust, Interest, or Benefit of, in, or out of the said Real and residuary Personal Estates of the said *Richard Henry Alexander Bennet* the Father under or by virtue of the said Indentures and Wills, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Real and Personal Estates and Premises, and every or any Part thereof, as they, every or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

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

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

The

The FIRST SCHEDULE referred to by the foregoing Act.

The Manor or Lordship or reputed Manor or Lordship of Northcourt in the Isle of Wight, with its Rights, Members, and Appurtenances.

The Capital Messuage or Mansion House of Northcourt, with the several Out-offices, Yards, Gardens, and Appurtenances thereunto belonging or appertaining, and the several Pieces or Parcels of Land herein-after particularly specified; videlicet,

In hand—	Cultivation.	Contents.		
		A.	R.	P.
B. 1 Mansion, Offices, &c.	- - -	10	0	3
3 Kitchen Garden	- - -	1	3	1
4 Lawn and Shrubbery	- - -	6	1	37
7 Shrubbery	- - -	1	2	16
45 _____	- - -	0	1	39
46 _____	- - -	0	1	7
48 _____	- - -	0	2	7
49 _____	- - -	1	1	1
50 _____	- - -	0	0	26
51 _____	- - -	0	0	33
2 Barn, Granary, Hovel, Dog-kennel, and Yard.	- - -	0	1	2
5 Meadow	Pasture - - -	3	2	6
6 Northcourt Mead	Meadow and Plantation.	9	2	8
8 Culver Close	Meadow - - -	4	0	7
9 In Culver Close	Pasture - - -	0	2	3
11 Lower Gossards	Ditto - - -	4	2	17
12 Gossards Pit	Plantation - - -	1	3	16
40 Plantation	Ditto - - -	1	1	4
43 Ditto	Ditto - - -	1	3	29
44 Ditto	Plantation and Pasture.	0	3	13
47 Pasture	Pasture - - -	0	1	29
	Acres	51	2	24

Also sundry Farms and Lands in the Occupation of several Tenants; videlicet,

PART OF NORTHCOURT FARM.

In the Occupation of Philip Parmiter, a yearly Tenant.

B. 16 Shoot Ground	Pasture - - -	6	2	16
15 Lids	Pasture, Part mown	5	3	0
10 Upper Gossards	Old Lay - - -	6	1	30
Part of 15. Upper or Little Lids	Ditto - - -	1	2	14
	Acres	20	1	20

NORTHCOURT FARM.

In the Occupation of Philip Parmiter, a yearly Tenant.

Detached Farmhouse, comprising Two Front Rooms Four Bedrooms Kitchen and underground Cellar new Barn (old) Two Leans Two Hovels Ox Range (now a Stable) Yard and Rick-yard Four Bay Carhouse and Stable adjoining small Cottage and Garden.

	Cultivation.	Contents.		
		A.	R.	P.
B 14 Renham (Tithe-free) - -	Pasture - -	21	3	15
13 Part of Chiverton Down - -	Ditto - -	26	2	33
28 Long Ground, Tithe-free - -	Arable - -	20	0	24
29 Dennis Court, Ditto - -	Ditto - -	13	3	24
30 Long Lands, Ditto - -	Ditto - -	14	1	11
41 In Marl Pit Ground - -	Lay of a Pasture - -	1	0	21
21 Fourth Larden, Tithe-free - -	Arable - -	12	2	20
39 Third Larden, Ditto - -	Ditto - -	11	0	38
18 Three Acres, Ditto - -	Ditto - -	6	1	10
19 New Close - -	Ditto - -	5	1	14
38 First Larden, Tithe-free - -	Ditto - -	14	3	17
20 Second Larden in One - -	Ditto - -	8	2	9
26 Upper Swaithes - -	Ditto - -	7	0	27
24 Lower Ditto, Tithe-free - -	Ditto - -	8	2	24
27 Sharcombe, Ditto - -	New Pasture - -	8	3	24
25 Northcourt Down, Ditto - -	Pasture - -	74	0	22
37 Green Ground - -	Ditto - -	6	2	28
36 Halves - -	Arable - -	11	0	13
35 Furlongs - -	Ditto - -	26	3	8
32 Shepherd's Mead, Tithe-free - -	Ditto - -	15	0	23
31 Thorn Butt, and small Part of Harris's (Tithe-free). - -	Ditto - -	10	3	18
34 Harris Mead. - -	Meadow, mown - -	11	0	39
33 Long Harris - -	Arable - -	16	3	8
17 Shoot Ground and Marl Pit - -	Lay for Pasture - -	11	2	19
Croft and Cowper in Ditto, South of House.	Meadow, - -	2	0	0
Part of House adjoining Farmhouse, with Two Rooms up and Two Rooms down Stairs, occupied by John Salter.				
Part of House, with Two Rooms up Stairs and Two down, occupied by James Balstone.				
Acres -		368	0	9

CHIVERTON FARM.

In the Occupation of Mr. Philip Parmiter, a yearly Tenant.

		Cultivation.	Contents.		
			A.	R.	P.
A	1 Farmhouse, comprising Two Front Rooms, Seven Bed-rooms, Attic, Kitchen, Wash-house, Pantry, Cellars, detached Ditto, Milk-house, Cheese-room, detached Brewhouse, Well, and Furze-house, Two Stables, Barn, Two Lean-to Hovels (One down), Stable and open Shed, Cart-house, Granary on Stones, Nag Stables, Hog House, Yard, and Rick-yard. Barn, Hovel, and Storehouse, the other Side of the House.	- - -	2	0	16
17	Shoot Ground, Two Acres Tithe-free	Arable - -	10	3	3
16	Five Acres in Ditto	Ditto - -	5	0	4
10	Chiverton Down - - -	Sheep Pasture - -	139	2	16
9	Hanger Field - - -	Arable - -	13	0	38
11	Little New Close - - -	- - -	10	0	15
12	Great New Close - - -	- - -	29	2	38
13	Broom Hills with Dell - - -	- - -	33	3	39
15	Broom Hill Mead (Tithe-free) - -	Meadow - -	5	0	10
14	Ditto Bank - - -	Pasture and Furze - -	8	1	11
7	Upper Bottom Ground - - -	Arable - -	15	3	0
6	Coppice adjoining Ditto - - -	Wood - -	2	3	27
8	Ditto - - -	Ditto - -	2	0	8
5	Lower Bottom Ground - - -	Arable - -	11	0	19
2	Rick-yard Butt - - -	Ditto - -	2	1	37
3	Road-side Butt - - -	Ditto - -	2	1	36
4	Calvers Close - - -	New Pasture - -	7	1	13
20	East Chiverton, 4 Acres Tithe-free	Arable - -	23	1	1
18	Droveland Coppice - - -	Wood - -	0	2	21
19	East Shoot Ground - - -	Arable - -	15	1	14
21	Part of Northcourt Down - - -	Down - -	3	1	18
G	2 Munkcombe Coppice (Tithe-free) -	Wood - -	2	2	38
G	3 Ditto Ditto (Ditto) - - -	Ditto - -	9	1	6
		Acres	356	2	28

PART OF NORTHCOURT.

In the Occupation of William Carpenter, a yearly Tenant.

b.	42 Little Larden - - -	Arable - -	1	3	21
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Will. T. Longbourne.

The SECOND SCHEDULE referred to by the foregoing Act.

In the Parish of Chipping Ongar in the County of Essex.

The Manor or reputed Manor of Chipping Ongar, with the Tolls, Rights, Members, and Appurtenances thereunto belonging.

The old Market House and Two Market Crosses, with all the Profits of Markets, Tolls, and Advantages of Markets, in the Town of Chipping Ongar, let to Mr. Reynolds at the yearly Rent of 20*l*.

The new Market House in the Town of Chipping Ongar aforesaid, let to the Magistrates of the County of Essex at the yearly Rent of 8*l*.

The Advowson of the Rectory, Patronage and Right of Presentation to the Parish Church of Chipping Ongar aforesaid, with the Rights, Members, and Appurtenances thereunto belonging, the Tithes of which have been commuted to a Rent-charge of the annual Sum of 146*l*.

The Manor House called the Brick House, the Site of the antient Castle at Chipping Ongar, and Two Farms called The Castle Farm and Scott's Farm, with the several Messuages or Tenements, Barns, Stables, Outhouses, Malt Shops, Yards, Gardens, Orchards, Closes, Fields, Pieces, and Parcels of Land and Appurtenances thereunto belonging, and also a Cottage in the Town of Chipping Ongar, now divided and let in Two Tenements, in the Holding of Mr. William Coe, at the yearly Rent of 200*l*.; viz.

Castle Farm, comprising what was formerly described as Castle and Forewent Farms and Scott's Farm, now divided as follows; videlicet,

	A.	R.	P.
First Want Field - - - - - Arable	7	2	30
Second Ditto Ditto - - - - - Ditto	7	2	12
Eight Acres - - - - - Ditto	8	1	0
Hagarth's Field - - - - - Ditto	6	1	13
Further Long Field - - - - - Ditto	11	3	0
Three Acres - - - - - Ditto	3	0	0
Mill Field - - - - - Ditto	13	2	14
Long Field - - - - - Ditto	17	0	3
Pump Field - - - - - Ditto	9	0	3
Twelve Acres, or High Ongar Field - Ditto	12	1	0
Horse Bridge Mead - - - - - Pasture	14	3	28
Further Castle Mead - - - - - Ditto	8	2	0
Great Stoney Field - - - - - Ditto	16	2	30
Little Stoney Field - - - - - Ditto	9	0	10
Castle Mead - - - - - Ditto	6	2	2
Warren - - - - - Ditto	6	1	36
Croft Path Field - - - - - Ditto	7	0	16
Hoppet - - - - - Ditto	2	0	15
Yards, Castle Hill, and outer Inclosure - Ditto	5	2	10
Part of Field called the Twelve Acres - Ditto	3	3	0
Three Acre Mead - - - - - Ditto	3	0	0
Home Pastures and Garden - - - - -	7	2	16
Total	187	2	38

In the Parishes of Chipping Ongar and High Ongar in the said County of Essex.

Lodge Farm, comprising a Messuage or Tenement, Barn, Stable, Cowhouse, Hay-house, Shed, and Hen-house, and 60 Acres or thereabouts, in the Occupation of William Ayley, at the yearly Rent of 5*l.* 10*s.*, and divided into the following Fields; videlicet,

The Warren, Homefield, Further Field, the Little Bridge Mead, Great Bridge Mead, Acre Piece, the Moors, Spring Mead, Further Moors, High Ongar Mead, and the Hoppett and Garden, of which about Four Acres, Part of the Moors, are situate in Chipping Ongar, and all the rest in High Ongar.

Botless Farm, comprising the Messuage or Tenement and 30 Acres of Land or thereabouts in the Parish of High Ongar aforesaid, in the Occupation of Mr. Hadsley, at the apportioned yearly Rent of 4*l.*, consisting of the following Fields; viz. the Barn Field, the Narrow Slipe, the Mead, and the Great Field, situate in Morden Ash in High Ongar.

A Field situate at Ongar Bridge, containing about 3 Roods, and 2 Cottages and Gardens in the Town of Chipping Ongar, let to Mr. Patmore, at the yearly Rent of 2*l.* 9*s.*

Two Cottages built at the End of the Town of Chipping Ongar in lieu of the Shambles formerly in the Market House, let to Messrs. Nevell and Wager, at the yearly Rent of 10*l.*

In the several Parishes of Margaretting, Writtle, Widford, and Chelmsford, in the said County of Essex.

The Manor or reputed Manor of Shenfields, with the Rights, Members, and Appurtenances thereunto belonging, and the Mansion House of Shenfields, with the Two Farms called Shenfields or Killegrews and Barrowes, in the Occupation of Mr. Long, at the yearly Rent of 250*l.*, and divided as follows;

SHENFIELDS OR KILLEGREWS FARM

	A.	R.	P.
Site of House, Farm Buildings, Yards, Gardens, &c.	-	5	2 28
Chase Way	-	4	2 20
Dove-house Mead	-	12	3 18
Cow-house Mead	-	9	0 28
Clap Gate Mead	-	8	0 16
Hilly Field	-	6	1 30
Long Mead	-	3	2 35
White Post Field	-	8	3 15
Playing Mead	-	10	2 10
Pightle	-	2	2 6
Mare Field	-	12	2 9
Lower Johns	-	5	0 21
Upper Johns	-	6	0 5
Upper Walk Field	-	5	0 33
Lower Walk Field	-	14	2 9
Highways, Waste, &c.	-	7	0 20
		<u>123</u>	<u>0 23</u>

BARROW'S FARM.

	A.	R.	P.
Site of Farm, Buildings, Yards, &c.	-	1	1 20
White Post Field	-	3	2 30
Stable Field	-	3	3 7
Barn Field and Barrow's Wood, in One Field	7	2	29
Further Ley, } now divided { Eight Acres	-	4	1 32
Middle Ley, } as { Ten Acres	-	13	3 5
Hither Ley	-	11	3 28
Home Field	-	5	0 20
Spring Field	-	5	2 14
The Meadow	-	9	0 8
Seven Acres	-	8	1 6
Pond Field	-	12	0 14
Half-way House Field	-	11	1 31
Site of Cottages, Gardens &c.	-	0	3 9
Sheep-cote Field	-	5	2 22
		<u>104</u>	<u>2 35</u>

Will. T. Longbourne.

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