



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 5.

An Act for enlarging the Powers of the Trustees of the Settlement made on the Marriage of the Baroness *de Graffenried Villars*, and for other Purposes. [8th July 1853.]

WHEREAS by an Indenture (herein-after always referred to under the Denomination of the First Settlement), dated the Twenty-fourth Day of *April* One thousand eight hundred and forty-one, and made or expressed to be made between *Denis Bernard Frederic Baron de Graffenried Villars* in *Switzerland* (and who is herein-after always called the *Baron de Graffenried Villars*) of the First Part; *Cesarine Amable Louise Fleming* Spinster, then an Infant of the Age of Twenty Years and upwards, the Daughter and only Child and Heiress-at-Law of *John Louis Fleming* Esquire in *England*, and *Baron Fleming* in *France*, of the Second Part; and *Ernestine Marie d'Houdetot* Baroness *Fleming*, Widow and Relict of the said *John Louis Baron Fleming*, and Mother of the said *Cesarine Amable Louise Fleming*, (and which said *Ernestine Marie d'Houdetot* Baroness *Fleming* is herein-after always called the Baroness *Fleming*,) *John Henry Belli*, a Colonel in Her Majesty's Army, and *Effingham Lindsay*, a Major General in Her Majesty's Army, of the Third Part, being Articles for a Settlement which, pursuant to an Order of the High Court of Chancery, made in a Cause wherein the said *Cesarine Amable Louise Fleming*, by the Reverend *Charles Almeric Belli*, her next Friend, was Plaintiff, and the said Baroness *Fleming* and others

[Private.]

Indenture (hereafter referred to as First Settlement) dated 24th April 1841.

Baroness de Villars' Estate.

were Defendants, was entered into in contemplation of the Marriage then intended between the said Baron *de Graffenried Villars* and the said *Cesarine Amable Louise Fleming*,) the said Baron *de Graffenried Villars* and *Cesarine Amable Louise Fleming* respectively covenanted, that in case the said intended Marriage should take effect they the said Baron *de Graffenried Villars* and *Cesarine Amable Louise Fleming* would, upon the said *Cesarine Amable Louise Fleming* attaining the Age of Twenty-one, convey, assign, and assure unto the said Baroness *Fleming*, *John Henry Belli*, and *Effingham Lindsay*, or to such Trustees or Trustee as should be appointed in pursuance of the Power for that Purpose therein-after contained, their, his, or her Heirs, Executors, Administrators, and Assigns respectively, (as the Case might require,) all and singular the Freehold and Leasehold Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, and Parts and Shares of Freehold and Leasehold Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, of her the said *Cesarine Amable Louise Fleming* situate, lying, and being in the *Isle of Wight* and in the County of *Middlesex*, and all other the Freehold and Leasehold Hereditaments and Premises, and Parts and Shares of Freehold and Leasehold Hereditaments and Premises, whatsoever and wheresoever, in *England*, of or to which the said *Cesarine Amable Louise Fleming*, or any Person or Persons in trust for her, was or were seised, possessed, or entitled for any Estate or Interest whatsoever, with their Appurtenances, to hold the same unto and to the Use of the said Baroness *Fleming*, *John Henry Belli*, and *Effingham Lindsay*, or other the Trustees or Trustee so to be appointed as afore-said, their, his, or her Heirs, Executors, Administrators, and Assigns respectively, (as the Case might require,) according to the Nature and Tenure of the same respectively, upon trust that the Trustees or Trustee for the Time being of the First Settlement should, at such Time or Times as to the said Trustees or Trustee for the Time being should seem expedient or proper, absolutely sell and dispose of the said Freehold and Leasehold, Parts or Shares, and Premises, in the Manner mentioned in the First Settlement, and should stand and be possessed of and interested in all and singular the Sum and Sums of Money to arise and be produced by the Sale or Sales which should be made in pursuance of the First Settlement, and also of and in the said Rents, and the Rents and Profits of the said Hereditaments, Parts or Shares, and Premises, in the meantime and until the same should be sold, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as were or should be expressed, declared, and contained concerning the same respectively in and by an Indenture therein referred to, being the Indenture next herein-after recited; and in the First Settlement were contained (amongst other Powers and Provisions) Powers for the said Trustees or Trustee for the Time being, until the said Premises should be sold, to lease the same for any Term of Years absolute not exceeding Twenty-one Years, at
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Baroness de Villars' Estate.

Rackrent, and subject to the usual Stipulations, and also to lease the said Premises for any Term of Years not exceeding Ninety-nine Years absolute, or determinable on the dropping of the Life or Lives of any Person or Persons whomsoever, for Building, Repairing, or Improving Purposes, at such yearly Rents as the said Trustees or Trustee for the Time being should think proper, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making of any such Lease, other than the Money to be spent or covenanted to be spent on such Buildings or Reparations or Improvements, and also in order to encourage any Persons to make such Erections and Buildings, and to take such Building Leases, and for their Accommodation, a Power for the said Trustees or Trustee for the Time being to appropriate any Part of the said Freehold or Leasehold Lands as or for any Ways, Streets, Gardens, or Yards, or for any other Purposes which they or he should think necessary or useful or likely to effect the Purposes aforesaid or any of them, to be held, used, and enjoyed for such Purposes as they or he should think fit; and also, until the said Premises should be sold, Powers for the said Trustees or Trustee for the Time being to concur in making a Partition of the same or any Part thereof, and also to convey in Exchange for other Hereditaments all or any Part of the said Premises in the Manner therein mentioned, and also upon any such Partition or Exchange to give or receive any Money by way of Equality of Partition or Exchange, and (if the Case should so require) to raise the Money so to be paid for Equality of Partition or Exchange by a Charge upon all or any of the Hereditaments for the Time being subject to the Trusts therein-before contained; and for that Purpose to convey, assign, and assure the Hereditaments so to be charged, by way of Mortgage for securing the Repayment of the Money so to be raised, with Interest for the same; and also a Provision that, if the Trustees thereby appointed or to be appointed as therein-after was mentioned, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, should die, or desire to be discharged from, or refuse or decline or become incapable to act in the Trusts thereby in them respectively reposed, before the said Trusts should be fully executed, then and so often as the same should happen it should be lawful for the said *Cesarine Amable Louise Fleming*, notwithstanding Coverture, during her Life, and after her Decease for the then surviving or continuing Trustees or Trustee, or the Executors or Administrators of the last surviving or continuing Trustee, by any Deed or Deeds, Instrument or Instruments in Writing, to be by her, them, or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time to nominate or appoint any other Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and that as often as any new Trustee or Trustees should be nominated and appointed as aforesaid all the Trust Estates and Premises, or
such

Baroness de Villars' Estate.

Indenture
(hereafter
referred to
as Second
Settlement),
dated the
24th April
1841.

such of them as should be then subject to the Trusts aforesaid, should be thereupon with all convenient Speed conveyed, assigned, and assured in such Manner and so that the same should be legally and effectually vested in such Person or Persons so to be appointed as aforesaid, either solely, or jointly with the surviving or continuing Trustee or Trustees, as Occasion should require, upon and for the Trusts, Intents, and Purposes therein-before declared and contained concerning the said Trust Estates and Premises, or such of the same as should be then subsisting and capable of taking effect; and that every Person so to be appointed as aforesaid should have all the Powers and Authorities of the Trustee in whose Room he should be substituted, and also the usual Provisions respecting the Indemnity and Reimbursement of the said Trustees or Trustee for the Time being: And whereas by an Indenture (herein-after always referred to under the Denomination of the Second Settlement) bearing even Date with and made or expressed to be made between the same Persons as were Parties to the First Settlement (being other Articles for a Settlement entered into pursuant to the aforesaid Order, in contemplation of the aforesaid intended Marriage), the said *Baron de Graffenried Villars* and the said *Cesarine Amable Louise Fleming* respectively covenanted, that in case the said intended Marriage should take effect they the said *Baron de Graffenried Villars* and *Cesarine Amable Louise Fleming* would sufficiently assign, transfer, and assure a certain Sum of Three thousand eight hundred and forty-three Pounds Two Shillings and Twopence Three Pounds *per Centum* Consolidated Bank Annuities therein referred to (being a Sum to which the said *Cesarine Amable Louise Fleming* was then absolutely entitled, and which was then standing in the Name of the Accountant General of the Court of Chancery in trust in the aforesaid Cause), and also a certain Sum of One thousand two hundred and five Pounds Nine Shillings and Sevenpence like Annuities, therein also referred to, (being a Sum to which, under the Will and Codicil of her late Father, the said *Cesarine Amable Louise Fleming* would upon her Marriage become absolutely entitled, and which was then standing in the Names of the said *Baroness Fleming* and *Alexander Charles Marie Ernest Count Canonville* and the said *John Henry Belli*), and also a certain Cash Balance, therein also referred to, (being Money to which the said *Cesarine Amable Louise Fleming* was then also absolutely entitled, and which constituted a Cash Balance in the Hands of the Receiver appointed in the aforesaid Cause, the exact Amount of which was not then ascertained), and also a certain Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence Cash, therein also referred to, (being other Money to which under the aforesaid Will and Codicil the said *Cesarine Amable Louise Fleming* would upon her Marriage become also absolutely entitled, and which was due from the Estate of Messrs. *Hammersley* and Co. Bankers,) unto the said *Baroness Fleming*, *John Henry Belli*, and *Effingham Lindsay*, their Executors, Administrators, and Assigns, upon trust that they the said Trustees or Trustee for the
Time

Baroness de Villars' Estate.

Time being of the Second Settlement should, with and out of the said Sums, in the first place, immediately or as soon as might be after the same Sums or a sufficient Part thereof should be transferred to or received by them, him, or her, raise the Principal Sum of Two thousand Pounds Sterling, and pay the same into the proper Hands of the said *Cesarine Amable Louise Fleming*, for her immediate, sole, and separate Use and Benefit, exclusively of the said Baron *de Graffenried Villars*, and without being in anywise subject to his Debts, Control, Interference, or Engagements, and so that her Receipt or Receipts in Writing should, notwithstanding her Coverture, be an effectual Discharge for the Money therein acknowledged to be received, and in the next place raise and pay, retain and satisfy, all such Sum and Sums of Money, Costs, Charges, and Expenses, which had already been and might be thereafter paid or incurred in *England* in or about the Trusteeship and Executorship of the said Will and Codicils, the Proposals for the said Marriage, and the Proceedings in the Court of Chancery, and the Preparation for and the making, executing, and completing the First Settlement and the Second Settlement, or in anywise relating thereto respectively, and any Settlement or Settlements, Assurance or Assurances, which might be necessary and proper for giving complete Effect and Validity thereto respectively, and to the Trusts and Provisions thereof or in anywise relating thereto; and it was by the Second Settlement agreed and declared, that the said Trustees or Trustee for the Time being should stand possessed of the Residue (if any) of the said Monies, Stocks, Funds, and Securities which should remain unapplied and undisposed of, after answering and satisfying the several Trusts and Purposes aforesaid, and the annual Produce thereof, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Agreements, and Declarations, as were therein-after declared and contained concerning the Monies to arise and be produced by the Sale or Sales which might be made of the said Hereditaments, Parts or Shares, and Premises, by the First Settlement covenanted to be conveyed, assigned, and assured, and the annual Produce thereof; and by the Second Settlement it was agreed and declared, that the said Baroness *Fleming*, *John Henry Belli*, and *Effingham Lindsay*, their Executors, Administrators, or Assigns, or other the Trustees or Trustee for the Time being of the Second Settlement, should stand possessed of all and every the Sum and Sums of Money to arise or be produced by any Sale or Sales which might be made of the Freehold and Leasehold Hereditaments, Parts or Shares, and Premises, by the First Settlement covenanted to be conveyed, assigned, and assured, after deducting the Costs and Expenses attending the said Sale or Sales, or otherwise to be incurred in the Execution of the Trusts of the First Settlement, upon trust that the said Trustees or Trustee for the Time being should lay out and invest the clear or net Sum or Sums of Money to arise or be

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Baroness de Villars' Estate.

produced by any such Sale or Sales as aforesaid, when and as the same should from Time to Time be received, in their or his Names or Name, in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon *British* Government Securities; and upon further trust, that they the said Trustees or Trustee for the Time being should, during the joint Lives of the said Baron *de Graffenried Villars* and *Cesarine Amable Louise Fleming*, pay, apply, and dispose of the Interest, Dividends, and annual Produce of the said Trust Monies, Stocks, Funds, and Securities to such Person or Persons only, and for such Intents and Purposes only, as the said *Cesarine Amable Louise Fleming*, notwithstanding her said intended Coverture, and as if she were sole and unmarried, should from Time to Time, by any Writing or Writings, signed by her with her own Hand, direct or appoint, but not so as to deprive herself of the Benefit thereof by Sale, Mortgage, Charge or otherwise in the way of Anticipation, and in default of and until such Direction or Apportionment, into the proper Hands of her the said *Cesarine Amable Louise Fleming*, for her sole and separate Use and Benefit, by way of Pin Money, exclusively of the said Baron *de Graffenried Villars* her intended Husband, and without being in anywise subject to his Debts, Control, Interference, or Engagements, and the Receipt or Receipts of the said *Cesarine Amable Louise Fleming*, or of such Person or Persons as she should from Time to Time direct or appoint to receive the said Interest, Dividends, and annual Produce, or any Part thereof, should, notwithstanding her said intended Coverture, be an effectual Discharge or effectual Discharges for the Money therein mentioned and acknowledged to be received; and from and after the Decease of the said Baron *de Graffenried Villars*, upon trust, in case the said *Cesarine Amable Louise Fleming* should survive the said Baron *de Graffenried Villars*, to pay unto the said *Cesarine Amable Louise Fleming* or her Assigns, or to empower or permit and suffer her and them to receive and take, the Interest, Dividends, and annual Proceeds of the said Trust Monies, or the Stocks, Funds, or Securities in or upon which the same should be invested, when and as the same should become payable, for her and their own Use and Benefit, during the Remainder of her Life; and from and after her Decease the said Trust Monies, and the Stocks, Funds, or Securities in or upon which the same should be laid out and invested, and the Interest, Dividends, and annual Produce thereof, should be upon trust for all and every or such One or more exclusively of the other or others of the Child or Children of the said *Cesarine Amable Louise Fleming* by the said Baron *de Graffenried Villars*, or by any other Husband or Husbands whom she might marry, or for all and every or such One or more exclusively of the other or others of the lawful Issue (born in the Lifetime of the said *Cesarine Amable Louise Fleming*) of any One or more of such Child or Children, or both, for all and every or such One or more exclusively of the other or others of

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Baroness de Villars' Estate.

the said Child or Children, and all and every and such One or more exclusively of the other or others of their or any of their Issue (born as aforesaid), with such Provisions for their respective Maintenance, Education, and Advancement, and on or at such Age, Day, or Time, or respective Ages, Days, or Times, (not exceeding Twenty-one Years from the Decease of the said *Cesarine Amable Louise Fleming*;) and if more than One in such Shares or Proportions, and subject to such annual or other Sum or Sums of Money, and such Conditions and Limitations over for the Benefit of or relating to the said Children and Issue or any of them, and in such Manner, as the said *Cesarine Amable Louise Fleming* at any Time or Times, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be by her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of and purporting to be her last Will and Testament, or any Codicil or Codicils thereto, should, whether married or sole, direct or appoint; and for Want of such Direction or Appointment, and so far as any such Direction or Appointment should not extend, in trust for all and every the Child and Children of the said *Cesarine Amable Louise Fleming* by the said *Baron de Graffenried Villars*, or by any other Husband or Husbands whom she might marry, who, being a Son or Sons, should live to attain the Age of Twenty-one Years, or being a Daughter or Daughters should live to attain that Age or be married, which should first happen, and if there should be Two or more such Children, equally to be divided between or among them, Share and Share alike, as Tenants in Common, and in case there should be only One such Child who, being a Son, should live to attain the Age of Twenty-one Years, or being a Daughter should live to attain that Age or be married, then in trust for such only Child, and the said Share or Portion, Shares or Portions, to be respectively paid or transferred at the Time or Times the same should respectively become vested as aforesaid, if the same should respectively happen after the Decease of the said *Cesarine Amable Louise Fleming*, but if the same should happen in her Lifetime, then immediately after her Decease; provided always, that no Child of the said *Cesarine Amable Louise Fleming* taking a Share of the said Trust Premises by virtue of or under any Appointment or Appointments to be made in pursuance of the Power therein-before contained should be entitled to any Share of the unappointed Part of the said Premises until he or she should have brought his or her appointed Share into Hotchpot, and should have accounted for the same accordingly, if there should be any other Child or Children of the said intended Marriage who should attain a vested Interest in the Trust Premises, unless the said *Cesarine Amable Louise Fleming* should declare a contrary Intention in Writing; and if at the Decease of the said *Cesarine Amable Louise Fleming* there should be
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Baroness de Villars' Estate.

any Child or Children of her the said *Cesarine Amable Louise Fleming* who should not have attained a vested Interest in the said Trust Premises, then upon trust (but without Prejudice to any such Appointment as aforesaid) to apply the annual Income of the presumptive Share for the Time being of each such Child of the said *Cesarine Amable Louise Fleming*, of and in the said Trust Premises, or so much thereof as the said Trustees or Trustee for the Time being should in their or his Discretion think proper, for or towards his or her Maintenance and Education, and until such his or her Share became vested, or he or she should previously die; provided always, that if in any One Year or Years the said Trustees or Trustee for the Time being should, in pursuance of the said lastly-mentioned Trust, apply for the Maintenance and Education of any such Child or Children less than the annual Income to which he, she, or they should be respectively entitled as aforesaid, then and in such Case and as often as the same should happen, the Surplus thereof should be invested in manner aforesaid, and go in augmentation of and be held under and subject to the same Trusts, Powers, and Provisions as were in and by the Second Settlement declared and contained of and concerning the original Share or Shares from or in respect of which such Surplus should arise, yet so nevertheless that it should be lawful for the said Trustees or Trustee for the Time being to apply the Surplus of the annual Income of the Share or Shares of any such Child or Children in any preceding Year or Years for or towards or in Increase of his, her, or their Maintenance and Education in any succeeding Year or Years; provided always, that it should be lawful for the Trustees or Trustee for the Time being, at any Time after the Decease of the said *Cesarine Amable Louise Fleming*, or in her Lifetime with her written Consent, at any Time or Times to apply and dispose of any Part or Parts of the Share or Shares, whether vested or contingent, of any Son or Sons of the said *Cesarine Amable Louise Fleming* of and in the said Trust Premises, or such of them as should be then vested in such Trustees or Trustee for the Time being, not exceeding One Third Part of such his or their Share or Shares, for the Preferment, Advancement, or Benefit in the World of such Son or Sons; and it was by the Second Settlement agreed and declared, that if there should be no Child of the said *Cesarine Amable Louise Fleming* who, being a Son, should live to attain the Age of Twenty-one Years, or, being a Daughter, should live to attain that Age or be married, then and in such Case the said Trustees or Trustee for the Time being should (but without Prejudice to any of the Trusts therein-before declared and contained) stand possessed of the said Trust Monies, and the Stocks, Funds, or Securities in or upon which the same might be laid out and invested as aforesaid, or so much thereof as should not have become vested in any Child or Children or other Issue of the said *Cesarine Amable Louise Fleming*, and as should

Baroness de Villars' Estate.

should not have been applied for the Advancement of any of the said Children, being a Son or Sons, as therein-before was mentioned, upon trust for such Person or Persons, and upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as the said *Cesarine Amable Louise Fleming*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing purporting to be her last Will, or any Codicil or Codicils thereto, should, whether married or sole, from Time to Time direct or appoint, give or bequeath the same; and in default of such Direction, Appointment, Gift, or Bequest, and so far as any such Direction, Appointment, Gift, or Bequest if incomplete should not extend, in trust for the Person or Persons who under or by virtue of the Statutes made for the Distribution of the Estates of Intestates would at the Time of the Decease of the said *Cesarine Amable Louise Fleming* be entitled to her Personal Estate in case she were to die unmarried and intestate, and to be divided between or among such Persons (if more than One) in the Shares and Proportions in which the same would be divisible by virtue of the same Statutes; provided always, and it was by the Second Settlement agreed and declared, that if the said *Cesarine Amable Louise Fleming* should survive the said *Baron de Graffenried Villars*, and should marry again, then and in such Case it should be lawful to and for the said *Cesarine Amable Louise Fleming*, from Time to Time or at any One Time, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by her sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by her last Will and Testament, or any Writing in the Nature of her last Will, or any Codicil or Codicils thereto, to appoint to any Husband or Husbands respectively whom the said *Cesarine Amable Louise Fleming* should or might marry after the Decease of the said *Baron de Graffenried Villars*, for his or their Life or respective Lives, any yearly Sum or Sums of Money not exceeding in the whole the yearly Sum of Five hundred Pounds, and to charge the yearly Sum or Sums of Money so to be appointed as aforesaid upon all or any Part of the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, and to make the same respectively payable at such Times and in such Manner in all respects as the said *Cesarine Amable Louise Fleming* should think proper, and such Appointment or Appointments respectively might be made either before or after Marriage, and notwithstanding the Coverture of the said *Cesarine Amable Louise Fleming*, as to her should seem meet; and in the Second Settlement were also contained the following Powers and Provisions; (namely,) a Power for the

[*Private.*] i i Trustees

Baroness de Villars' Estate.

Trustees or Trustee for the Time being of the Second Settlement, at any Time or Times, with the Consent of the said *Cesarine Amable Louise Fleming* during her Life, and after her Decease then by and of the proper Authority and at the Discretion of such Trustees or Trustee, to call in, sell, transfer, or dispose of all or any Part or Parts of the Stocks, Funds, or Securities which for the Time being should be vested in such Trustees or Trustee upon any of the Trusts of the Second Settlement, and to lay out and invest the Principal Monies to arise by every such calling in, Sale, Transfer, or Disposition, in the Names or Name of such Trustees or Trustee for the Time being, in some or One of the Parliamentary Stocks or Funds of *Great Britain*, or at Interest upon *British* Government Securities, to be from Time to Time altered, varied, and transposed for or into some other Stocks, Funds, or Securities of the same or the like Nature, when and as often as Occasion might require, or such Trustees or Trustee should think proper; and a Provision that the said Trustees or Trustee for the Time being should stand possessed of all such new or other Stocks, Funds, or Securities as aforesaid, and the Interest, Dividends, and annual Produce thereof, upon and for such and the same Trusts, Intents, and Purposes, and under and subject to such and the same Powers, Provisoos, Declarations, and Agreements, as were in and by the Second Settlement expressed, declared, and contained of and concerning the Trust Premises which should be so called in, sold, transferred, or disposed of as aforesaid, and the Interest, Dividends, and annual Proceeds thereof, or as near thereto as the Deaths of Parties and other Circumstances would permit; and a Provision that until the said Premises by the said First Settlement covenanted to be conveyed, assigned, and assured should be sold, in pursuance of the Trusts therein contained, the Trustees or Trustee for the Time being of the Second Settlement should pay and apply the said Rents, and the Rents and Profits of the said Premises, to the Person or Persons and in the Manner and for the Intents and Purposes to whom and in and for which the Interest, Dividends, and annual Produce of the net Monies to arise from the Sale thereof, or the Stocks, Funds, or Securities in or upon which the same Monies were directed to be invested, would for the Time being be payable or applicable in case such Sale had been made, and the Monies arising therefrom actually invested; and a Provision that the Receipts in Writing of the said Trustees or Trustee for the Time being for any Money payable to them or him under the Second Settlement should be good and sufficient Discharges for the same, and the Persons to whom such Receipts should be respectively given should not be answerable for the Loss, Misapplication, or Nonapplication, or be in anywise bound to see to the Application of the Money in such Receipts acknowledged to be received; and a Provision that if the Trustees thereby appointed, or to be appointed as therein-after was mentioned, or any of them, or their or any of their Executors, Administrators, or Assigns, should die,

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Baroness de Villars' Estate.

or desire to be discharged from or refuse or decline or become incapable to act in the Trusts thereby in them respectively reposed as aforesaid, before the said Trusts should be fully executed, then and as often as the same should happen it should be lawful for the said *Cesarine Amable Louise Fleming* during her Life, and after her Decease to and for the then surviving or continuing Trustees or Trustee, or the Executors or Administrators of the last surviving or continuing Trustee, by any Deed or Deeds, Instrument or Instruments in Writing, to be by her, them, or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time to nominate or appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and as often as any new Trustee or Trustees should be nominated and appointed as aforesaid all the Trust Monies and Premises, or such of the said Trust Monies and Premises as should then be subject to the Trusts aforesaid, should be thereupon, with all convenient Speed, assigned and transferred in such Manner and so that the same should and might be lawfully and effectually vested in such Person or Persons so to be appointed as aforesaid, either solely, or jointly with the surviving or continuing Trustee or Trustees, as Occasion should require, upon and for the Trusts, Intents, and Purposes therein-before declared and contained of and concerning the said Trust Monies and Premises, or such of the said Trusts, Intents, and Purposes as should be then subsisting undetermined and capable of taking effect, and that every Person so to be appointed as aforesaid should have all the Powers and Authorities of the Trustee in whose Room he should be substituted; and also the usual Provisions respecting the Indemnity and Reimbursement of the Trustees or Trustee for the Time being : And whereas the aforesaid intended Marriage between the said Baron *de Graffenried Villars* and the said *Cesarine Amable Louise Fleming* was duly solemnized on the Twenty-sixth Day of *April* One thousand eight hundred and forty-one : And whereas on the Twenty-sixth Day of *February* One thousand eight hundred and forty-two the said *Cesarine Amable Louise Fleming* (who was then the Wife of the said Baron *de Graffenried Villars*, and is herein-after always called the Baroness *de Graffenried Villars*,) attained her Age of Twenty-one Years : And whereas by an Indenture dated the Thirteenth Day of *June* One thousand eight hundred and forty-two, and made or expressed to be made between the said Baron *de Graffenried Villars* and the said Baroness *de Graffenried Villars* of the one Part, and the said Baroness *Fleming*, *John Henry Belli*, and *Effingham Lindsay* of the other Part, (and endorsed on the First Settlement, and duly acknowledged by the said Baroness *de Graffenried Villars*, pursuant to the Act for the Abolition of Fines and Recoveries, and the Substitution of more simple Modes of Assurance,) all and singular the Freehold

Messuages

Indenture
dated 13th
June 1842.

Baroness de Villars' Estate.

Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, and Parts and Shares of Freehold Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, of her the said Baroness *de Graffenried Villars*, situate, lying, and being in the *Isle of Wight* and in the County of *Middlesex*, and all other the Freehold Hereditaments and Premises, and Parts and Shares of Freehold Hereditaments and Premises, whatsoever and wheresoever, in *England*, of or to which the said Baroness *de Graffenried Villars*, or any Person or Persons in trust for her or in her Right, was or were seised or entitled for any Estate or Interest whatsoever, with their and every of their Appurtenances, were conveyed and assured unto the said Baroness *Fleming*, *John Henry Belli*, and *Effingham Lindsay*, their Heirs and Assigns, for ever, but nevertheless upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements, upon, for, with, under, and subject to which the said Freehold Hereditaments, Parts, Shares, and Premises, were by the First Settlement covenanted to be conveyed and assured, or such of the same as were then subsisting or capable of taking effect; and by the Indenture now in recital all and singular the Leasehold Messuages or Tenements, Farms, Lands, Rents, and Premises, and Parts and Shares of Leasehold Messuages or Tenements, Farms, Lands, Rents, and Premises, of the said Baroness *de Graffenried Villars*, situate, lying, and being in the *Isle of Wight* and in the County of *Middlesex*, and all other the Leasehold Premises, and Parts and Shares of Leasehold Premises, whatsoever and wheresoever, in *England*, of or to which the said Baroness *de Graffenried Villars*, or any Person or Persons in trust for her or in her Right, was or were possessed or entitled for any Estate or Interest whatsoever, with their and every of their Appurtenances, were assigned and assured unto the said Baroness *Fleming*, *John Henry Belli*, and *Effingham Lindsay*, their Executors, Administrators, and Assigns, for the respective Residues and Remainders then unexpired of the several Terms of Years for which the same Premises were respectively holden, but nevertheless upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements, upon, for, with, under, and subject to which the said Leasehold Premises were by the First Settlement covenanted to be assigned and assured, or such of the same as were then subsisting or capable of taking effect: And whereas by an Indenture dated the Twenty-sixth Day of *April* One thousand eight hundred and forty-four, and made or expressed to be made between the said Baroness *Fleming*, *John Henry Belli*, and *Effingham Lindsay* of the First Part, the said Baroness *de Graffenried Villars* of the Second Part, the said Baron *de Graffenried Villars* of the Third Part, the said Baroness *Fleming*, *Charles Henry Okey* Esquire, and the said *Effingham Lindsay* of the Fourth Part, and *William Samuel Currey* Gentleman of the Fifth Part, and sealed and delivered by the said Baroness *de Graffenried*

Indenture
dated 26th
April, 1844.

Baroness de Villars' Estate.

Graffenried Villars in the Presence of and attested by Two credible Witnesses, (and which Indenture recited to the Effect that no Sale, Exchange, or Partition of any Part of the said Freehold or Leasehold Hereditaments had been made in pursuance of the Trusts of the First Settlement,) the said *Baroness de Graffenried Villars*, in exercise of the aforesaid Power to her for that Purpose given by the First Settlement, did nominate and appoint the said *Charles Henry Okey* to be a Trustee in the Place of the said *John Henry Belli* (who was desirous of being discharged from the Trusts reposed in him by the First Settlement) for all the Trusts and Purposes and with all the Powers and Authorities by the First Settlement and the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two declared expressly and by Reference, which were then subsisting and capable of taking effect; and by the Indenture now in recital all and singular the Freehold Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, situate, lying, and being in the *Isle of Wight* and in the County of *Middlesex*, and all other the Freehold Hereditaments and Premises, and Parts and Shares of Freehold Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, comprised in and expressed to be assured by the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two, with their Appurtenances, were duly conveyed and assured unto the said *William Samuel Currey*, his Heirs and Assigns, to the Use of the said *Baroness Fleming, Charles Henry Okey, and Effingham Lindsay*, their Heirs and Assigns, but nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements in and by the First Settlement, and the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two, declared expressly and by Reference concerning the same, or such and so many of them as were then subsisting and capable of taking effect; and by the Indenture now in recital, and by another Indenture endorsed thereon, and dated the Twenty-seventh Day of *April* One thousand eight hundred and forty-four, and made between the said *William Samuel Currey* of the one Part, and the said *Baroness Fleming, Charles Henry Okey, and Effingham Lindsay* of the other Part, all and singular the Leasehold Messuages or Tenements, Farms, Lands, Rents, and Premises, and Parts and Shares of Leasehold Messuages or Tenements, Farms, Lands, Rents, and Premises, situate, lying, and being in the *Isle of Wight* and County of *Middlesex*, and all and singular other the Leasehold Hereditaments and Premises, and Parts and Shares thereof, which were comprised in and assigned by the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two, with their Appurtenances, were assigned and assured unto the said *Baroness Fleming, Charles Henry Okey, and Effingham Lindsay*, their Executors, Administrators, and Assigns, for all the respective Residues and Remainders then unexpired of the several Terms of Years for which

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Baroness de Villars' Estate.

Indenture
dated 26th
April 1844.

the same Premises were respectively holden, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements, in and by the First Settlement, or the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two, expressed and declared expressly and by Reference concerning the same, or such of them as were then subsisting or capable of taking effect: And whereas by another Indenture, dated the Twenty-sixth Day of *April* One thousand eight hundred and forty-four, and made or expressed to be made between the said *Baroness de Graffenried Villars* of the First Part, the said *Baron de Graffenried Villars* of the Second Part, the said *Baroness Fleming, John Henry Belli, and Effingham Lindsay* of the Third Part, and the said *Baroness Fleming, Charles Henry Okey, and Effingham Lindsay* of the Fourth Part, and sealed and delivered by the said *Baroness de Graffenried Villars* in the Presence of and attested by Two credible Witnesses, (and which Indenture recited to the Effect that there was received previous to the Transfer of the Sum of One thousand two hundred and twenty-five Pounds Ten Shillings and Ninepence Three Pounds *per Centum* Consolidated Bank Annuities, therein-after mentioned, the Sum of Eighteen Pounds One Shilling and Sevenpence, being One Half Year's Dividend on the said Sum of One thousand two hundred and five Pounds Nine Shillings and Sevenpence Three Pounds *per Centum* Consolidated Bank Annuities, and which was invested in the Purchase of the Sum of Twenty Pounds One Shilling and Twopence like Annuities, by which the said Sum of One thousand two hundred and five Pounds Nine Shillings and Sevenpence was increased to the Sum of One thousand two hundred and twenty-five Pounds Ten Shillings and Ninepence Three Pounds *per Centum* Consolidated Bank Annuities, and that the said Two Sums of Three thousand eight hundred and forty-three Pounds Two Shillings and Twopence and One thousand two hundred and twenty-five Pounds Ten Shillings and Ninepence Three Pounds *per Centum* Consolidated Annuities had been transferred into the Names of the said *Baroness Fleming, John Henry Belli, and Effingham Lindsay*, and that they had also received Two Sums amounting together to the Sum of Three thousand nine hundred and twenty-six Pounds Two Shillings and Eightpence, which had been ascertained to be the Cash Balance in the Hands of the aforesaid Receiver up to the Time of his being discharged from such Receivership, and had paid thereout the Sum of Two thousand Pounds into the proper Hands of the said *Baroness de Graffenried Villars*, for her sole and separate Use (the Receipt of which said Sum of Two thousand Pounds the said *Baroness de Graffenried Villars* did by the Indenture now in recital acknowledge), and that the said Trustees, out of the Residue of the said Sum of Three thousand nine hundred and Twenty-six Pounds Two Shillings and Eightpence, had paid and discharged the several Costs, Charges, and Expenses provided to be paid by

Baroness de Villars' Estate.

by the Second Settlement, so far as the same had come to their Knowledge, amounting to the Sum of One thousand five hundred and ninety Pounds Thirteen Shillings and Sixpence, and had invested the Sum of Three hundred and thirty-five Pounds Nine Shillings and Twopence, the Residue of the last-mentioned Fund, in the Purchase of the Sum of Three hundred and forty-five Pounds Seven Shillings and Eightpence Three Pounds *per Centum* Consolidated Annuities, in their Names, and that the said Trustees had also received the Two several Sums of One hundred and twenty-five Pounds Ten Shillings and Tenpence, and Thirty-six Pounds Twelve Shillings, being the First and Second Dividends on the Estate of the said Messrs. *Hammersley* and Company, in respect of the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence, and had invested the same in their Names in the Purchase of One hundred and sixty-two Pounds Eight Shillings and Eightpence Three Pounds *per Centum* Consolidated Bank Annuities,) the said Baroness *de Graffenried Villars*, in exercise of the aforesaid Power to her for that Purpose given by the Second Settlement, did nominate and appoint the said *Charles Henry Okey* to be a Trustee in the Place of the said *John Henry Belli* (who was desirous of being discharged from the Trusts reposed in him by the Second Settlement), for all the Trusts and Purposes and with all the Powers and Authorities expressed and contained in the Second Settlement, and which were then subsisting and capable of taking effect; and by the Indenture now in recital all and singular such Sum and Sums of Money which might thereafter become payable in respect of the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence due from the Estate of the said Messrs. *Hammersley* and Company, and which had not been received as aforesaid, were duly assigned and assured unto the said Baroness *Fleming*, *Charles Henry Okey*, and *Effingham Lindsay*, their Executors, Administrators, and Assigns, and the said Baroness *Fleming*, *Charles Henry Okey*, and *Effingham Lindsay* did by the Indenture now in recital declare that they, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand possessed of the said Sums of Three thousand eight hundred and forty-three Pounds Two Shillings and Twopence, One thousand two hundred and twenty-five Pounds Ten Shillings and Ninepence, Three hundred and forty-five Pounds Seven Shillings and Eightpence, and One hundred and sixty-two Pounds Eight Shillings and Eightpence, making together the Sum of Five thousand five hundred and seventy-six Pounds Nine Shillings and Threepence, Three Pounds *per Centum* Consolidated Annuities, when transferred into their Names, and all other the Monies to be received from the Estate of the said Messrs. *Hammersley*, therein-before assigned, as and when they should receive the same, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, in and by the Second Settlement
declared

Baroness de Villars' Estate.

Indenture
dated 7th
April 1846.

declared concerning the several Sums of Stock, and other the Monies, Trust Funds, and Premises therein mentioned and covenanted to be assigned, transferred, and assured, or so many of them as were then subsisting and capable of taking effect: And whereas by an Indenture dated the Seventh Day of *April* One thousand eight hundred and forty-six, and made or expressed to be made between the said Baroness *Fleming*, *Charles Henry Okey*, and *Effingham Lindsay* of the First Part, the said Baroness *de Graffenreid Villars* of the Second Part, the said Baron *de Graffenreid Villars* of the Third Part, the said Baroness *Fleming*, *William Benner* Esquire, and the said *Effingham Lindsay* of the Fourth Part, and *William Warwick Burton* Gentleman of the Fifth Part, and sealed and delivered by the said Baroness *de Graffenreid Villars* in the Presence of and attested by Two credible Witnesses, (and which Indenture recited to the Effect that the whole of the said Messuages, Farms, Rents, and Hereditaments situate in the *Isle of Wight*, except certain Cottages and Hereditaments therein particularly referred to, had, in pursuance of the Trusts contained in the First Settlement, been sold, and the Proceeds arising from such Sale, after deducting the Expenses attending the same and incidental thereto, and also other Expenses therein particularly mentioned, had been invested in the Purchase of the Sum of Twenty-three thousand nine hundred and forty-seven Pounds Thirteen Shillings and Fourpence Three Pounds Five Shillings *per Centum* Bank Annuities, but no Sale, Exchange, or Partition of any Part of the said Freehold or Leasehold Messuages, Rents, and Hereditaments situate and being in the County of *Middlesex* had been made, in pursuance of the Trusts contained in the First Settlement,) the said Baroness *de Graffenreid Villars*, in exercise of the Power to her for that Purpose given by the First Settlement, did nominate and appoint the said *William Benner* to be a Trustee in the Place of the said *Charles Henry Okey* (who was desirous of being discharged from the Trusts reposed in him by the First Settlement) for all the Trusts and Purposes and with all the Powers and Authorities by the First Settlement and the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two declared expressly and by Reference, which were then subsisting and capable of taking effect; and by the Indenture now in recital all such and so many of the Freehold Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, situate and being in the *Isle of Wight*, as had not been sold, as therein-before was recited, and also all and singular other the Freehold Hereditaments and Premises, and Parts and Shares of Freehold Messuages or Tenements, Farms, Lands, Rents, and Hereditaments, comprised in and expressed to be assured by the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two, with their Appurtenances, were duly conveyed and assured unto the said *William Warwick Burton*, his Heirs and Assigns, to the Use of the said Baroness *Fleming*, *William Benner*,

Baroness de Villars' Estate.

Benner, and *Effingham Lindsay*, their Heirs and Assigns, but nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements, in and by the First Settlement and the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two declared expressly and by Reference concerning the same, or such of them as were then subsisting and capable of taking effect; and by the Indenture now in recital, and by another Indenture endorsed thereon, and dated the Eighth Day of *April* One thousand eight hundred and forty-six, and made or expressed to be made between the said *William Warwick Burton* of the one Part, and the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay* of the other Part, all and singular the Leasehold Messuages or Tenements, Farms, Lands, Rents, and Premises, and Parts and Shares of Leasehold Messuages or Tenements, Farms, Lands, Rents, and Premises, comprised in and assigned by the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two, with their and every of their Appurtenances, were duly assigned and assured unto the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay*, their Executors, Administrators, and Assigns, for all the respective Residues then unexpired of the several Terms of Years for which the same Premises were respectively holden, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements in and by the First Settlement and the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two declared expressly and by Reference concerning the same, or such of them as were then subsisting or capable of taking effect: And whereas by another Indenture, dated the Seventh Day of *April* One thousand eight hundred and forty-six, and made or expressed to be made between the said Baroness *de Graffenried Villars* of the First Part, the said Baron *de Graffenried Villars* of the Second Part, the said Baroness *Fleming*, *Charles Henry Okey*, and *Effingham Lindsay* of the Third Part, the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay* of the Fourth Part, and the said *William Warwick Burton* of the Fifth Part, and sealed and delivered by the said Baroness *de Graffenried Villars* in the Presence of and attested by Two credible Witnesses, (and which Indenture recited to the Effect that the said several Sums, making together the said Sum of Five thousand five hundred and twenty-six Pounds Nine Shillings and Threepence Three Pounds *per Centum* Consolidated Bank Annuities, were, shortly after the Date and Execution of the said secondly herein-before recited Indenture of the Twenty-sixth Day of *April* One thousand eight hundred and forty-four, transferred into and such last-mentioned Sum was then standing in the Names of the said Baroness *Fleming*, *Charles Henry Okey*, and *Effingham Lindsay* in the Books of the Governor and Company of the Bank of *England*, and that no further Sum of Money had been

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Indenture
dated 7th
April, 1846.

Baroness de Villars' Estate.

paid to the said Baroness *Fleming*, *Charles Henry Okey*, and *Effingham Lindsay*, or any of them, in respect of the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence so due from the Estate of the said Messrs. *Hammersley* as aforesaid, the said Baroness *de Graffenried Villars*, in exercise of the Power to her for that Purpose given by the Second Settlement, did nominate and appoint the said *William Benner* to be a Trustee in the Place of the said *Charles Henry Okey* (who was desirous of being discharged from the Trusts reposed in him by the Second Settlement), for all the Trusts and Purposes and with all the Powers and Authorities expressed and contained in the Second Settlement, and which were then subsisting and capable of taking effect; and by the same Indenture, and by another Indenture endorsed thereon, and dated the Eighth Day of *April* One thousand eight hundred and forty-six, and made or expressed to be made between the said *William Warwick Burton* of the one Part, and the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay* of the other Part, all and singular such Sum and Sums of Money which might thereafter become payable in respect of the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence due from the Estate of the said Messrs. *Hammersley*, and which had not been received as aforesaid, were duly assigned and assured unto the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay*, their Executors, Administrators, and Assigns, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements in and by the Second Settlement expressed and declared concerning the same, or such of them as were then subsisting or capable of taking effect: And whereas the said *Effingham Lindsay* departed this Life about the Month of *May* One thousand eight hundred and forty-eight: And whereas by an Indenture dated the Fifteenth Day of *November* One thousand eight hundred and fifty, and made or expressed to be made between the said Baroness *Fleming* and *William Benner* of the First Part, the said Baroness *de Graffenried Villars* of the Second Part, the said Baron *de Graffenried Villars* of the Third Part, the said Baroness *Fleming*, *Robert Burleigh Sewell* Esquire, and *Arthur Harbottle Estcourt* Barrister-at-Law, of the Fourth Part, and *William Galpine* Gentleman of the Fifth Part, and sealed and delivered by the said Baroness *de Graffenried Villars* in the Presence of and attested by Two credible Witnesses, (and which Indenture recited to the Effect that in pursuance of the Trusts of the First Settlement the whole of the said Freehold Hereditaments situate in the *Isle of Wight*, and the whole of the said Leasehold Hereditaments wheresoever situate, had been sold and disposed of,) the said Baroness *de Graffenried Villars*, in exercise of the aforesaid Power for that Purpose to her given by the First Settlement, did nominate and appoint the said *Robert Burleigh Sewell* in the Place of the said *William Benner* (who

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Indenture
dated 15th
November
1850.

Baroness de Villars's Estate.

was desirous of being discharged from the Trusts reposed in him by the First Settlement), and the said *Arthur Harbottle Estcourt* in the Place of the said *Effingham Lindsay* (who died on the Eighteenth Day of *May* One thousand eight hundred and forty-eight), to be Trustees jointly with the said Baroness *Fleming* for all the Trusts and Purposes and with all the Powers and Authorities by and in the First Settlement and the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two declared and contained or referred to, or such of them as were then subsisting and capable of taking effect; and by the Indenture now in recital, all such and so many of the Freehold Messuages, Tenements, Farms, Lands, Rents, and Hereditaments, whatsoever and wheresoever, and Parts and Shares of Freehold Messuages, Tenements, Farms, Lands, Rents, and Hereditaments, comprised in the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two, and thereby conveyed and assured, or expressed so to be, as had not been sold as aforesaid, and all Messuages, Tenements, Farms, Lands, Rents, and Hereditaments which had been or should be apportioned or awarded to or taken in Exchange by the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay*, or any of them, or other the Trustees or Trustee for the Time being of the First Settlement, upon any such Partition as was therein and is hereinafter more particularly referred to, with their Appurtenances, were conveyed and assured unto the said *William Galpine* and his Heirs, to the Use of the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, their Heirs and Assigns, but nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations in and by the First Settlement and the said Indenture of the Thirteenth Day of *June* One thousand eight hundred and forty-two declared and contained or referred to concerning the same, or such of them as were then subsisting and capable of taking effect: And whereas

Indenture
dated 15th
November,
1850.

by another Indenture dated the Fifteenth Day of *November* One thousand eight hundred and fifty, and made or expressed to be made between the said Baroness *de Graffenried Villars* of the First Part, the said Baron *de Graffenried Villars* of the Second Part, the said Baroness *Fleming* and *William Benner* of the Third Part, the said *Robert Burleigh Sewell* and *Arthur Harbottle Estcourt* of the Fourth Part, and the said *William Galpine* of the Fifth Part, and sealed and delivered by the said Baroness *de Graffenried Villars* in the Presence of and attested by Two credible Witnesses, (which Indenture recited to the Effect that the said several Sums of Five thousand five hundred and seventy-six Pounds Nine Shillings and Threepence Three Pounds *per Centum* Consolidated Bank Annuities, and Twenty-three thousand nine hundred and forty-seven Pounds Thirteen Shillings and Fourpence Three Pounds Five Shillings *per Centum* Bank Annuities, were, shortly after the Execution of the secondly hereinbefore

Baroness de Villars' Estate.

before recited Indenture of the Seventh Day of *April* One thousand eight hundred and forty-six, transferred into the Names of the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay* in the Books of the Governor and Company of the Bank of *England*, and that the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay* had in pursuance of the Trusts aforesaid sold certain other Parts of the said Hereditaments for the Sum of One thousand and twenty Pounds Ten Shillings and Twopence, and had also sold the Sum of Seven hundred and twenty-nine Pounds Three Shillings and Fourpence, Part of the said Sum of Twenty-three thousand nine hundred and forty-seven Pounds Thirteen Shillings and Fourpence Three Pounds Five Shillings *per Centum* Bank Annuities, for the Sum of Seven hundred Pounds, and had applied the said several Sums of One thousand and twenty Pounds Ten Shillings and Twopence and Seven hundred Pounds in the Payment of certain Costs and Expenses incurred in or about the Execution of the Trusts of the First Settlement and the Second Settlement, and that no further Sum of Money had been received by the said Baroness *Fleming*, *William Benner*, and *Effingham Lindsay*, or any of them, on account of the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence so due and owing from the Estate of Messrs. *Hammersley* and Company as aforesaid,) the said Baroness *de Graffenried Villars*, in exercise of the aforesaid Power to her for that Purpose given by the Second Settlement, did nominate and appoint the said *Robert Burleigh Sewell* in the Place of the said *William Benner* (who was desirous of being discharged from the Trusts reposed in him by the Second Settlement), and the said *Arthur Harbottle Estcourt* in the Place of the said *Effingham Lindsay* (deceased), to be Trustees jointly with the said Baroness *Fleming* for all the Purposes and with all the Powers and Authorities expressed or contained in the Second Settlement, or such of the same as were then subsisting and capable of taking effect; and by the Indenture now in recital, and by another Indenture thereupon endorsed, and dated the Sixteenth Day of *November* One thousand eight hundred and fifty, and made between the said *William Galpine* of the one Part, and the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt* of the other Part, all and singular such Sum and Sums of Money as might thereafter become payable in respect of the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence so due from the Estate of the said Messrs. *Hammersley* and Company as aforesaid were duly assigned and assured unto the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, their Executors, Administrators, and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, in and by the Second Settlement declared and contained concerning the same, or such of them as were then subsisting and capable of taking effect; and by the Indenture now in recital it was

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Baroness de Villars' Estate.

agreed and declared, that the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, and the Survivors and the Survivor of them, and the Executors and Administrators of such Survivor, should stand possessed of the said Sum of Five thousand five hundred and seventy-six Pounds Nine Shillings and Threepence Three Pounds *per Centum* Consolidated Bank Annuities, and the Sum of Twenty-three thousand two hundred and eighteen Pounds Ten Shillings Three Pounds Five Shillings *per Centum* Annuities (being the Residue of the aforesaid Sum of Twenty-three thousand nine hundred and forty-seven Pounds Thirteen Shillings and Fourpence like Annuities, after deducting therefrom the said Sum of Seven hundred and twenty-nine Pounds Thirteen Shillings and Fourpence so sold as aforesaid,) when transferred into their Names, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations in and by the Second Settlement declared and contained concerning the Trust Monies, Stocks, Funds, and Securities therein mentioned, and the Dividends, Interest, and annual Produce thereof, or such of the same as were then subsisting and capable of taking effect: And whereas by virtue of an Order dated the Twenty-fourth Day of *September* One thousand eight hundred and fifty-one, under the Hands and the official Seal of the Inclosure Commissioners for *England* and *Wales*, or otherwise, a Partition was effected of certain Messuages, Lands, and Hereditaments, situate in the Parishes of *Saint Mary Abbots Kensington* and *Saint Margaret's Westminster* (One undivided Moiety of which was subject to the Trusts, Powers, and Provisions of the First Settlement), and by virtue of such Partition the Entirety of certain Parts of the same Messuages, Lands, and Hereditaments became vested in the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, as such Trustees of the said First Settlement as aforesaid, in Severalty, in lieu of the same undivided Moiety: And whereas the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, as such Trustees of the First Settlement as aforesaid, lately sold to the Commissioners for the Exhibition of One thousand eight hundred and fifty-one all the said Messuages, Lands, and Hereditaments so allotted to them in Severalty as aforesaid (being, with the Exception of an undivided Moiety in certain Fee-farm Rents, amounting to Sixteen Pounds or thereabouts, arising out of certain Property situate in the Parish of *Saint Giles* in the County of *Middlesex*, the whole of the Property remaining subject to the Trusts, Powers, and Provisions of the First Settlement): And whereas the Trust Monies, Stocks, Funds, and Securities now subject to the Trusts, Powers, and Provisions of the Second Settlement consisted of a Sum of Five thousand five hundred and seventy-six Pounds Nine Shillings and Threepence Three Pounds *per Centum* Consolidated Bank Annuities, a Sum of Nineteen thousand seven hundred and ninety-four Pounds Two Shillings and

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Sixpence

Baroness de Villars' Estate.

Sixpence Three Pounds Five Shillings *per Centum* Bank Annuities, and a Sum of One hundred and thirty-four thousand eight hundred and thirty-one Pounds Nine Shillings and Twopence Three Pounds *per Centum* Consolidated Bank Annuities, respectively standing in the Names of the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt* in the Books of the Governor and Company of the Bank of *England*, and of a Sum of Fourteen thousand nine hundred and eighty-one Pounds Five Shillings and Sevenpence Three Pounds *per Centum* Consolidated Bank Annuities now standing in the Names of the said *Robert Burleigh Sewell*, *George Pownall* Gentleman, *Sir Alexander Spearman* Baronet, and *Sir William Cubitt* Knight, but which last-mentioned Sum will shortly be transferred into the Names of the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, in the Books of the Governor and Company of the Bank of *England*, and also of the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence so due from the Estate of the said Messieurs *Hammersley* and Company as aforesaid: And whereas the said Baroness *de Graffenried Villars* hath Issue now living by the said Baron *de Graffenried Villars* Two Children only, (namely,) *Louise Marie Adele de Graffenried Villars*, who was born at Number 10, *Place Vendôme*, in the City of *Paris*, on the Seventeenth Day of *June* One thousand eight hundred and forty-two, and *Frederic Jean Prosper de Graffenried Villars*, who was born at Number 10, *Place Vendôme* aforesaid, on the Fifteenth Day of *October* One thousand eight hundred and forty-four: And whereas by virtue of Letters Patent dated the Twenty-fourth Day of *December* in the Sixth Year of the Reign of Her present Majesty the said Baron *de Graffenried Villars* and *Louise Marie Adele de Graffenried Villars*, and by virtue of Letters Patent dated the Thirty-first Day of *May* in the Eighth Year of the same Reign the said Baroness *de Graffenried Villars* and Baroness *Fleming*, and by virtue of Letters Patent dated the Ninth Day of *May* in the Eleventh Year of the same Reign the said *Frederic Jean Prosper de Graffenried Villars*, are respectively free Denizens of the United Kingdom of *Great Britain* and *Ireland*: And whereas it would be for the Benefit of the said Baroness *de Graffenried Villars* and her said infant Children, and all other Persons who may become interested under the Second Settlement, if the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the Second Settlement could from Time to Time, with the Consent of the said Baroness *de Graffenried Villars* during her Life, and after her Death at the Discretion of such Trustees or Trustee, invest the Funds for the Time being subject to the Trusts of the Second Settlement, not only in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon *British* Government Securities, but also at Interest upon Real Securities, including among such Real Securities Mortgages of Freehold, Copyhold, Customary, and Leasehold Hereditaments, to be situate in *Great Britain* or *Ireland* (but so that such

Freehold

Baroness de Villars' Estate.

Freehold, Copyhold, or Customary Hereditaments be held for Estates of Inheritance, and so that such Leasehold Hereditaments be held for Terms of Years absolute of which not less than Eighty Years shall be unexpired at the Time of Investment); and it would also be for the Benefit of the same Persons if such Trustees or Trustee could also, with such Consent or at such Discretion, from Time to Time invest such Funds in the Purchase of like Hereditaments, except that any Leasehold Hereditaments to be so purchased be held for some Term of Years absolute whereof not less than Two hundred Years shall be unexpired at the Time of such Purchase (the beneficial Interests in such purchased Hereditaments retaining the Character of Money); and it would also be for the Benefit of the same Persons if such Trustees or Trustee could, with such Consent or at such Discretion, from Time to Time lease such purchased Hereditaments for Twenty-one Years absolute at Rackrent; but by reason of the restricted Provisions of the Second Settlement such beneficial Objects cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Baron *de Graffenried Villars* on behalf of the said *Louise Marie Adele de Graffenried Villars* and *Frederic Jean Prosper de Graffenried Villars*, his Two infant Children, the said *Baroness de Graffenried Villars*, the said *Baroness Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, 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, as follows:

I. That whenever the Expression "the Trustees or Trustee for the Time being" shall herein-after be made use of, such Expression shall be construed to mean the said *Baroness Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt*, or the Survivors or Survivor of them, or other the Persons or Person who by virtue of the afore-said Provision contained in the Second Settlement, authorizing the Appointment of new Trustees of the Second Settlement, shall for the Time being be the Trustees or Trustee acting in the Execution of the Trusts of the Second Settlement; and whenever the Word "Lands" shall be herein-after made use of such Word shall be construed to extend to any Freehold, Copyhold, Customary, or Leasehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments in *Great Britain* or *Ireland*, but so nevertheless that such Freehold, Copyhold, or Customary Manors, Messuages, Farms, Lands, Tenements, or Hereditaments be held for some Estate of Inheritance, and so that such Leasehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments be held for some Term of Years absolute whereof there shall be unexpired at the Time when any Investment or Mortgage thereof shall be made under this Act not less than Eighty Years,

Definition of the Terms Trustees or Trustee for the Time being," and "Lands."

Baroness de Villars' Estate.

Years, and at the Time when any Investment in the Purchase thereof shall be made under this Act not less than Two hundred Years.

Power to invest in Real Securities, as well as in the Funds and British Government Securities.

II. That from and after the passing of this Act it shall be lawful for the Trustees or Trustee for the Time being, at any Time and from Time to Time, with the Consent in Writing of the said Baroness *de Graffenried Villars* during her Life, and after her Decease at the Discretion of the Trustees or Trustee for the Time being, to sell, call in, or convert into Money the said Sums of Five thousand five hundred and seventy-six Pounds Nine Shillings and Threepence Three Pounds *per Centum* Consolidated Bank Annuities, Nineteen thousand seven hundred and ninety-four Pounds Two Shillings and Sixpence Three Pounds Five Shillings *per Centum* Bank Annuities, One hundred and thirty-four thousand eight hundred and thirty-one Pounds Nine Shillings and Twopence Three Pounds *per Centum* Consolidated Bank Annuities, and Fourteen thousand nine hundred and eighty-one Pounds Five Shillings and Sevenpence like Annuities, so now respectively standing in or about to be transferred into the Names of the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt* as aforesaid, and the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence so due from the Estate of Messrs. *Hammersley* and Company as aforesaid, or any of such Sums, or any Part thereof respectively, or any other Stocks, Funds, or Securities (if any) which may be subject to any of the Trusts, Powers, or Provisions of the Second Settlement, and to invest in the Names of the Trustees or Trustee for the Time being the Money which shall arise from any such Sale, Calling in, or Conversion, and also any other Principal Money (if any) which at any Time or Times may be subject to any of the Trusts, Powers, or Provisions of the Second Settlement, not only in some or One of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon *British* Government Securities, but also at Interest upon any Real Securities (including among such Real Securities any Mortgage of Lands), and also from Time to Time, with such Consent or at such Discretion as last aforesaid, to vary and transpose such Stocks, Funds, and Securities, or any of them, or any Part thereof respectively, for or into others or any others of the same or a like Nature.

Such Funds and Securities to be held upon and subject to the Trusts and Powers of the Second Settlement and this Act.

III. That the Trustees or Trustee for the Time being shall (subject to the Provisions of this Act) stand possessed of all Stocks, Funds, and Securities in or upon which any Investment may at any Time or from Time to Time be made by virtue of this Act, and the Dividends, Interest, and annual Produce thereof respectively, upon and for such Trusts and Purposes, and with and subject to such Powers and Provisions, as by and in the Second Settlement are expressed and contained concerning the Stocks, Funds, and Securities in or upon which the clear or net Sum or Sums of Money to arise or be

Baroness de Villars' Estate.

be produced by any Sale or Sales by virtue of the First Settlement are by the Second Settlement directed to be laid out and invested, and concerning the Dividends, Interest, and annual Produce of the same Stocks, Funds, and Securities.

IV. Provided always, That from and after the passing of this Act it shall be lawful for the Trustees or Trustee for the Time being, at any Time and from Time to Time, with the Consent in Writing of the said Baroness *de Graffenried Villars* during her Life, and after her Death at the Discretion of the Trustees or Trustee for the Time being, to sell, call in, or convert into Money the said Sums of Five thousand five hundred and seventy-six Pounds Nine Shillings and Threepence, Three Pounds *per Centum* Consolidated Bank Annuities, Nineteen thousand seven hundred and ninety-four Pounds Two Shillings and Sixpence Three Pounds Five Shillings *per Centum* Bank Annuities, One hundred and thirty-four thousand eight hundred and thirty-one Pounds Nine Shillings and Twopence Three Pounds *per Centum* Consolidated Bank Annuities, and Fourteen thousand nine hundred and eighty-one Pounds Five Shillings and Sevenpence like Annuities, and the said Sum of Two hundred and fifty-one Pounds One Shilling and Eightpence so due from the Estate of Messieurs *Hammersley* and Company as aforesaid, any of such Sums, or any Part thereof respectively, or any other Stocks, Funds, or Securities in which any Investment may have been made by virtue of the Second Settlement or of this Act, or any Part of such Stocks, Funds, or Securities respectively, and to invest the Monies which shall arise from such Sale, Calling in, or Conversion, and also any other Principal Money (if any) which for the Time being may be subject to any of the Trusts or Provisions of the Second Settlement or of this Act, in the Purchase of Lands, to be so conveyed, surrendered, or assigned, and assured as that the same shall become absolutely vested in the Trustees or Trustee for the Time being, according to the Tenure or Nature of such Lands, upon trust for such Persons as by virtue of the Second Settlement would have been entitled to the Money invested in the Purchase of such Lands if such Purchase had not been made; it being hereby enacted, that every beneficial Interest in all Lands which shall be purchased by virtue of this Act shall from the Time of such Purchase (but without Prejudice to the Right of any Person to elect to the contrary) be considered as Money, and go and belong to the same Persons, and, so far as Circumstances will permit, be subject to the same Trusts, Powers, and Provisions, as the Money invested in the Purchase of such Lands would have gone, belonged, and been subject to if such Purchase had not been made; and further, that the Trustees or Trustee for the Time being shall pay and apply the net Rents, Issues, and Profits of such Lands, after Payment of all Rents, Rates, Taxes, the Expenses of Repairs, Alterations, Insurances, and Ma-

Power to invest Monies in the Purchase of Land, &c.

[*Private.*]

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management

Baroness de Villars' Estate.

nagement, and all other necessary Outgoings, to the same Persons, for the same Purposes, and in the same Manner in all respects as the Interest of the Money invested in the Purchase of such Lands would have been payable and applicable if such Purchase had not been made.

Power to lease Lands purchased by virtue of this Act for Twenty-one Years at the best yearly Rent that can be obtained, without taking Fine, &c.

V. Provided always, That it shall be lawful for the Trustees or Trustee for the Time being, at any Time and from Time to Time, with the Consent in Writing of the said Baroness *de Graffenried Villars* during her Life, and after her Death at the Discretion of the Trustees or Trustee for the Time being, (but subject nevertheless as to any Copyhold Hereditaments to the Rights of the Lord of the Manor whereof the same may be holden, and as to any Leasehold Hereditaments to the Rights of the Lessor thereof,) to lease the Lands which may be purchased by virtue of this Act, or any Part thereof, to any Person, for any Term of Years absolute not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, and subject to such Covenants and Provisions as the Trustees or Trustee for the Time being shall think reasonable, but so nevertheless that upon every such Lease there be reserved the best yearly Rent which at the Time of the granting of such Lease can be reasonably obtained, without taking any Fine, Premium, or Foregift, such Rent to be incident to the immediate Reversion of the Lands leased, and to be made payable half-yearly or oftener during the Continuance of such Lease, and so that there be contained in every such Lease a Proviso for Re-entry on the Non-payment of the Rent thereby reserved for some Period not exceeding Thirty Days next after the Time when any Part of such Rent shall become payable, and so that the Lessee to be named in every such Lease do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent thereby reserved, and be not by any Clause or Words contained in any such Lease authorized to commit Waste or be made dispunishable for committing Waste.

Trustees Receipts to be sufficient Discharges.

VI. Provided always, That every Receipt in Writing of the Trustees or Trustee for the Time being for any Money whatsoever payable to the Trustees or Trustee for the Time being by virtue of this Act or of the Second Settlement, or in or about the Execution of any of the Trusts, Powers, or Provisions of this Act or of the Second Settlement, shall effectually discharge every Person taking such Receipt from the Money therein expressed to have been received, and from all Responsibility in regard to the Application of such Money.

Upon every Appointment of new Trustees of the Second Settlement, the Trust

VII. That as often as by virtue of the aforesaid Provision contained in the Second Settlement authorizing the Appointment of new Trustees of the Second Settlement any new Trustee or Trustees of the Second Settlement shall be nominated and appointed, all the Trust Estates, Funds, and Premises which shall then be subject to the Provisions

Baroness de Villars' Estate.

Provisions of this Act shall be thereupon, with all convenient Speed, so conveyed, surrendered, assigned, and transferred, or otherwise assured, as that the same may become effectually vested in such new Trustee or Trustees jointly with the surviving or continuing Trustees or Trustee, or solely, as Occasion may require, upon and for such Trusts and Purposes, and with, under, and subject to such Powers and Provisions, as by virtue of the Second Settlement and this Act shall then be subsisting and capable of taking effect.

Estates, &c.
to vest in
new Trustees
jointly with
the old, or
solely.

VIII. Provided always, That the Trustees or Trustee for the Time being, and each of them, and the Heirs, Executors, and Administrators of each of them, shall be charged and chargeable only for so much Money as they shall respectively actually receive by virtue of this Act, notwithstanding they or any of them may join in any Receipt for the sake of Conformity, and any of them shall not be answerable for any others or other of them, or for the Acts, Receipts, Neglects, or Defaults of any others or other of them, or of any Agents, Receivers, or other Persons who may be employed in or about the Management or Superintendence of any Lands which may be purchased by virtue of this Act, but each of them shall be answerable for his own Acts, Receipts, Neglects, and Defaults only, and that any of them shall not be answerable or accountable for any Person in whose Hands any of the Trust Monies shall for the Time being be deposited for safe Custody, or otherwise in the Execution of any of the Trusts, Powers, or Provisions of this Act, nor for the Insufficiency or Deficiency of Title to any Lands which by virtue of this Act may be purchased, or in which by virtue of this Act any Investment by way of Mortgage may be made, nor for the Insufficiency or Deficiency of any Stocks, Funds, or Securities in or upon which any Investment may be made by virtue of this Act, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of any of the Trusts, Powers, or Provisions of this Act, or in relation thereto, except the same shall happen by or through their or his own wilful Neglect or Default; and also that the Trustees or Trustee for the Time being shall and may, by and out of any Monies or Funds which now are or shall at any Time be subject to any of the Trusts, Powers, or Provisions of the Second Settlement or this Act, satisfy and discharge all the Costs, Charges, and Expenses of and incident to the preparing, applying for, obtaining, and passing of this Act, and also retain and allow all Costs, Damages, and Expenses which the Trustees or Trustee for the Time being, or any of them, shall sustain or disburse in or about the Execution of any of the Trusts, Powers, or Provisions of the Second Settlement or of this Act, or relating thereto.

Indemnity
and Reim-
bursement
of Trustees.

IX. Provided always, That this Act or anything herein contained shall not annul, suspend, lessen, or otherwise affect any Trust, Power, Provision, or Discretion created or conferred by or contained in the
Second

Act not to
affect the
Provisions
of the Se-

Baroness de Villars' Estate.

cond. Settlement,
except, &c.

Second Settlement, except so far as any such Trust, Power, Provision, or Discretion may be annulled, suspended, lessened, or otherwise affected by the Exercise of any of the Powers, Trusts, or Provisions created by or contained in this Act.

General
Saving.

X. Saving always to the Queen's most Excellent Majesty, and Her Heirs and Successors, and all other Persons, Bodies Politic and Corporate, and their respective Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said Baroness *de Graffenried Villars*, and her Executors, Administrators, Appointees, and Assigns, and each of the said *Louise Marie Adele de Graffenried Villars* and *Frederic Jean Prosper de Graffenried Villars*, and the Executors, Administrators, and Assigns of each of them, and all future Children of the said Baroness *de Graffenried Villars*, whether by the said Baron *de Graffenried Villars*, or by every or any other Husband whom she may marry, and their respective Executors, Administrators, and Assigns, and every future Husband of the said Baroness *de Graffenried Villars*, and his Executors, Administrators, and Assigns, and the Person or Persons who under or by virtue of the Statutes made for the Distribution of the Estates of Intestates would at the Time of the Decease of the said Baroness *de Graffenried Villars* be entitled to her Personal Estate in case she were to die unmarried and intestate, and the respective Executors, Administrators, and Assigns of such Person and Persons respectively, and the said Baroness *Fleming*, *Robert Burleigh Sewell*, and *Arthur Harbottle Estcourt* as Trustees of the Second Settlement, and their respective Executors, Administrators, and Assigns, and all other Persons to whom any Estate or Interest whatever under or by virtue of the Second Settlement shall have been limited or granted, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the Second Settlement,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever as they or any of them had before the passing of this Act, or would, could, or might have held or enjoyed in case this Act had not been passed.

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

XI. That this Act shall not be a Public Act, but 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 every Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1852.