



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 3.

An Act for effecting an Extinguishment of the Life Estate and Interest of Mistress *Violetta Masters* and the Trustee of her Marriage Settlement of and in a Freehold Close or Parcel of Land situate in the Parish of *Saint Margaret, Leicester.* [10th July 1854.]

WHEREAS *John Nichols*, late of *Leicester* in the County of *Leicester*, Gentleman, deceased, by his last Will and Testament in Writing, bearing Date the Twenty-sixth Day of *November* One thousand eight hundred and twelve, and executed and attested in such Manner as was then required by Law for devising Freehold Estates, gave and devised all his Messuages, Closes, or Grounds enclosed, Lands, Hereditaments, and Real Estate, with the Appurtenances, in the Parish of *Saint Margaret* in *Leicester* aforesaid, and elsewhere, not therein-before disposed of, (and in which Devise is included the Close, Piece, or Parcel of Land or Ground herein-after mentioned, and comprised in the Schedule to this Act annexed,) unto and to the Use of his Two Daughters, *Elizabeth Nichols* and *Violetta Nichols* (now *Violetta Masters*), for and during their natural Lives, and unto and to the Use of the

[Private.] e Survivor

Will of John Nichols, dated 26th Nov. 1812.

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Marriage
Settlement,
dated 25th
and 26th
August 1816.

Survivor of them during her natural Life, and from and after the Decease of the Survivor of them his said Daughters, unto and to the Use of his (the Testator's) Son *John Nichols*, his Heirs and Assigns, for ever : And whereas the said Testator *John Nichols* departed this Life in the Month of *October* One thousand eight hundred and fifteen, without revoking or altering his said Will, which, with a Codicil thereto (not affecting the above Devise), was duly proved in the Prerogative Court of *Canterbury* on the First Day of *December* One thousand eight hundred and fifteen : And whereas by Indentures of Lease and Release and Settlement, bearing Date respectively the Twenty-fifth and Twenty-sixth Days of *August* One thousand eight hundred and sixteen, the Release and Settlement being made or expressed to be made between the said *Violetta Nichols* (now *Violetta Masters*) of the First Part, *William Masters*, then of *Leicester* aforesaid, Gentleman, (therein by Mistake called *William Marsters*,) of the Second Part, and *Jabez Allies*, then of *Token-house Yard, Lothbury*, in the City of *London*, Gentleman, and *Samuel Alston*, then of *Leicester* aforesaid, Gentleman, of the Third Part, in consideration of a Marriage then agreed upon and soon afterwards solemnized between the said *William Masters* and *Violetta Nichols*, the said *Violetta Nichols* (with the Privity and Consent of the said *William Masters*) did grant, release, and confirm unto the said *Jabez Allies* and *Samuel Alston*, and their Heirs, during the Life of the said *Violetta Nichols*, all and singular the Messuages, Closes, or Grounds enclosed, Lands, Hereditaments, and Real Estate situate in the Parish of *St. Margaret* in *Leicester* aforesaid, and elsewhere, which in and by the said Will of the said *John Nichols* deceased were given and devised in manner aforesaid, to hold the same, with the Appurtenances, unto and to the Use of the said *Jabez Allies* and *Samuel Alston*, and their Heirs, during the Life of the said *Violetta Nichols*, (subject to the Estate for Life of her Sister the said *Elizabeth Nichols* in One Moiety of the same,) in trust nevertheless to permit and suffer the same Premises and every Part thereof to be occupied and enjoyed, or the Rents, Issues, and Profits thereof received and taken, from Time to Time, by such Person or Persons, and for such Ends, Intents, and Purposes as the said *Violetta Nichols* should, notwithstanding her Coverture, and whether covert or sole, by any Writing or Writings under her Hand direct or appoint, but not so as to mortgage, sell, alien, or incumber the same or any Part thereof, or to dispose thereof by any Mode of Anticipation, or so as to deprive herself of the intended Benefit of the same, and, when and as no such Direction or Appointment should be made or in force, in trust to pay the same Rents, Issues, and Profits into the proper Hands of the said *Violetta Nichols*, for her own sole and separate Use and peculiar Benefit, independently and exclusively of the said *William Masters* or any future Husband, and entirely free from the Control, Interference, Debts, or Engagements of the said *William Masters* or any future Husband, as fully as if she were a Feme Sole ; and it was thereby declared, that the Receipt or Receipts of the said

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said *Violetta Nichols*, or of such Person or Persons as she should appoint to receive the same, should at all Times be good and effectual Discharges to the Person or Persons paying such Rents and Profits, every or any Part thereof: Provided always, that, notwithstanding anything therein-before contained, it should and might be lawful for the said *Jabez Allies* and *Samuel Alston*, or the Survivor of them, his Heirs and Assigns, by and with the Consent and Approbation of the said *Violetta Nichols* alone (testified in Writing), to demise or lease the Hereditaments and Premises thereby granted and released, or intended so to be, or any Part or Parts thereof, to any Person or Persons, for any Term of Years during the Life of the said *Violetta Nichols*, to take effect in possession, and not in reversion or by way of future Interest, so as upon every such Lease or Demise there should be reserved the best and most improved yearly Rent or Rents that could be had or gotten for the same, without taking any Fine, Premium, or Foregift for granting the same, and so as every such Lease be made subject to a Proviso for Re-entry on Nonpayment of the Rent or Rents to be thereby reserved, and be not made without Impeachment of Waste, and so as the Tenant or respective Tenants did execute a Counterpart thereof: And whereas the said Marriage took effect and was solemnized on the Twenty-seventh Day of *August* One thousand eight hundred and sixteen, and the said *Samuel Alston* (One of the Trustees named in the said Settlement) departed this Life on or about the Twenty-eighth Day of *July* One thousand eight hundred and thirty-five, leaving the said *Jabez Allies*, his Co-trustee, him surviving: And whereas the said *Elizabeth Nichols* (who after her Father's Death married *William Allies*) departed this Life in the Month of *May* One thousand eight hundred and forty-two, and was buried in the Chapel-of-Ease Yard of the Hamlet of *Alfrick* in the Parish of *Suckley* in the County of *Worcester* on the First Day of *June* following: And whereas by an Indenture dated the Sixteenth Day of *March* One thousand eight hundred and fifty-two, and made or expressed to be made between the said *John Nichols* (the Son of the Testator, and Devisee in Fee in Remainder under his said Will,) of the First Part, Sir *Frederick William Heygate* of *Roecliffe* in the said County of *Leicester*, Baronet, and *Richard Warner Wood* of *Leicester* aforesaid, Esquire, (therein further described,) of the Second Part, and *George Nichols*, then of *Leicester* aforesaid, Architect and Surveyor, of the Third Part, for the Considerations therein expressed, the said *John Nichols* the Son conveyed his said Remainder or Reversion in Fee Simple expectant on the Decease of the said *Violetta Masters* of and in (amongst other Premises) the Close, Piece, or Parcel of Land described and comprised in the Lease next herein-after recited, with the Appurtenances, unto and to the Use of the said *George Nichols*, his Heirs and Assigns, for ever: And whereas by an Indenture (by way of Lease or Demise) bearing Date the Thirteenth Day of *February* One thousand eight hundred and fifty-four, and made between the said *Jabez Allies* of the First Part, the said *Violetta Masters*, the Wife of the said

Indenture
dated 16th
March 1852.

Indenture
dated 13th
Feb. 1854.

William

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William Masters, of the Second Part, and the said *George Nichols* of the Third Part, the said *Jabez Allies*, in exercise and execution of the Power or Authority given to or vested in him as surviving Trustee of the said Settlement, and in consideration of the yearly Rent therein-after reserved, and of the Covenants and Agreements therein-after contained on the Part of the said *George Nichols*, did, at the Request and with the Consent and Approbation of the said *Violetta Masters* (testified as therein mentioned), demise and lease unto the said *George Nichols* all that Piece or Parcel of Pasture Land or Ground containing by Admeasurement Two Acres Three Roods and Thirty-one Perches (more or less), called or known by the Name of the *Spa Field* or the *Front Field*, situate, lying, and being in the Parish of *Saint Margaret* in *Leicester* aforesaid, and bounded by the Road called the *Humberstone Road* on the Part of the North-east, as the same then or lately was in the Tenure or Occupation of Messieurs *Holland* and Sons, their Under-tenants or Assigns, as Tenants from Year to Year, to hold the same, with the Appurtenances, unto the said *George Nichols*, his Executors, Administrators, and Assigns, from the Eleventh Day of *October* then last past, for the Term of Ninety-nine Years thence next ensuing, if the said *Violetta Masters* should so long live, yielding and paying therefore yearly and every Year during the said Term unto the said *Jabez Allies*, his Heirs and Assigns, or the Trustees or Trustee for the Time being of the said Indenture of Settlement, the yearly Rent or Sum of Twenty-one Pounds of lawful *British* Money, by Two even and equal half-yearly Payments on the Sixth Day of *April* and the Eleventh Day of *October* in every Year; together with a proportionate Part thereof in the event of the Death of the said *Violetta Masters* on any other Day than One of the said half-yearly Days of Payment, for or in respect of the Period which should have elapsed between the last preceding Day of Payment and the Day of her Decease, the same yearly Rent to be so paid clear of all Deductions (excepting the Landlord's Proportion of the Property Tax); and in the said Indenture of Lease are contained all usual and proper Covenants on the Part of the said *George Nichols*, and a Proviso for Re-entry on Nonpayment of the said yearly Rent of Twenty-one Pounds thereby reserved, or on the Nonperformance of the said Covenants; and the said *George Nichols* hath executed a Counterpart of the said Lease: And whereas the said Rent of Twenty-one Pounds was at the Date of the said last-mentioned Indenture the best and most improved yearly Rent which could be had or gotten for the said Piece or Parcel of Pasture Land or Ground demised by the said Indenture during the Term thereby granted: And whereas the Close, Piece, or Parcel of Land or Ground described and comprised in the above-recited Lease, and of which the said *Violetta Masters* is Tenant for Life, at Law or in Equity, under or by virtue of the said Will of the said *John Nichols*, her Father, and of the said Indenture of Settlement, or One of them, (subject to the said Lease,) and to the Remainder or Reversion whereof in Fee Simple

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Simple (expectant on her Decease) the said *George Nichols* is now become seised or entitled as aforesaid, is very eligibly situated for the Purpose of erecting Houses and other Buildings thereon, and although the same in its present State is of small annual Value, not amounting to Twenty-one Pounds a Year, yet it is apprehended that the Fee Simple and Inheritance thereof (if in possession) would be of great Value, and might be sold or let for the Purpose aforesaid to great Advantage, and for a large Sum of Money compared with the present Rental: And whereas the said *George Nichols* hath proposed, in lieu of and by way of Substitution for the said yearly Rent of Twenty-one Pounds reserved and made payable in and by the said Indenture of Lease or Demise, to purchase, at his own Costs, in the Name of the said *Jabez Allies*, as the surviving Trustee of the said Indenture of Settlement of the Twenty-sixth Day of *August* One thousand eight hundred and sixteen, from the Commissioners for the Reduction of the National Debt, under the Powers vested in the said Commissioners by an Act passed in the Tenth Year of the Reign of His late Majesty King *George* the Fourth (Chapter Twenty-four), a Government Life Annuity of Twenty-one Pounds, payable during the Continuance of the Life of the said *Violetta Masters*, and to be applied in the like Manner, and upon and for the like Trusts, Intents, and Purposes, as the said yearly Rent of Twenty-one Pounds is now applicable under or by virtue of the same Settlement, and also (in addition) to pay to the said *Violetta Masters* the Sum of Four hundred and fifty Pounds Sterling, for her sole and separate Use, Benefit, and Disposal, in consideration of the Extinguishment proposed to be effected of her Life Estate and Interest in the said Close, Piece, or Parcel of Land and Premises; and the said *Jabez Allies* and *William Masters* and *Violetta* his Wife, considering the said Proposal to be advantageous to the said *Violetta Masters*, are desirous that the same should be carried into effect, and that upon the Purchase by the said *George Nichols* of the said Government Life Annuity of Twenty-one Pounds, and Payment by him of the said Sum of Four hundred and fifty Pounds as and for the Purpose aforesaid, the Fee Simple and Inheritance in possession of and in the said Close, Piece, or Parcel of Land or Ground and Premises described and comprised in the said Indenture of Lease or Demise, with the Appurtenances, (freed, exonerated, and discharged from the Life Estate and Interest therein of the said *Violetta Masters*, and all the Trusts, Provisions, Conditions, and Restrictions to which the same is now subject or liable,) should, by means of the Cesser and Extinguishment of the said Life Estate and Interest, become immediately vested in the said *George Nichols*, his Heirs and Assigns, so as to enable him and them to sell or otherwise dispose of the same for his and their own Benefit, and to the best Advantage; but, by reason of the Trusts, Provisions, and Restrictions for the inalienable Use and Benefit of the said *Violetta Masters* contained in the said Indenture of Settlement of the Twenty-sixth Day of *August* One thousand eight hundred and sixteen, the Purposes aforesaid, however beneficial to the Parties, cannot be carried into effect without the Aid and

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Authority

Masters Estate.

Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *William Masters* and *Violetta* his Wife, the said *Jabez Allies*, and the said *George Nichols*, 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,

After Purchase, the Life Interest of Mrs. Masters extinguished.

I. That upon and immediately after the Purchase, by and at the Costs of the said *George Nichols*, his Heirs or Assigns, of a Government Life Annuity or yearly Sum of Twenty-one Pounds, in the Name of the said *Jabez Allies*, or in the Names or Name of the Trustees or Trustee for the Time being of the herein-before recited Indenture of Settlement of the Twenty-sixth Day of *August* One thousand eight hundred and sixteen, and to be payable to him or them during the Continuance of the Life of the said *Violetta Masters*, upon the Trusts herein-after mentioned or referred to, in lieu of and by way of Substitution for the said yearly Rent of Twenty-one Pounds reserved by the herein-before recited Indenture of Lease, and also upon and after Payment by the said *George Nichols*, his Heirs or Assigns, to the said *Violetta Masters*, of the Sum of Four hundred and fifty Pounds Sterling, for her sole and separate Use and Disposal, as herein-after mentioned, as well the Life Estate and Interest of the said *Violetta Masters* and of the said *Jabez Allies* as her Trustee, and of every or any other Person claiming through, under, or in trust for her, under or by virtue of the said Will of the said *John Nichols* deceased, and of the said Indenture of Settlement of the Twenty-sixth Day of *August* One thousand eight hundred and sixteen, or either of them, or otherwise, of and in the Close, Piece, or Parcel of Land or Ground and Premises described and comprised in the said Indenture of Lease, and also in the Schedule to this Act annexed, as also all the Trusts, Powers, Provisions, Conditions, Restrictions, Declarations, and Agreements to which the same is or are or may be subject or liable by virtue of or under the said Indenture of Settlement or otherwise, and also the said recited Indenture of Lease of the Thirteenth Day of *February* One thousand eight hundred and fifty-four, and the Term thereby granted, and the yearly Rent of Twenty-one Pounds thereby reserved, and all the Covenants, Provisions, and Agreements in the said Lease contained on the Part of the said *George Nichols*, shall cease, determine, and be for ever extinguished, in the like Way and Manner and as fully and effectually as if the said *Violetta Masters* were actually dead.

Annuity of 21*l.* to follow Trusts of Settlement.

II. That the said Government Life Annuity or yearly Sum of Twenty-one Pounds, when so purchased as aforesaid, shall, by virtue and for the Purposes of this Act, be and become vested in the said *Jabez Allies*, or other the Trustees or Trustee for the Time being acting under the herein-before recited Indenture of Settlement of the Twenty-sixth Day of *August*

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One thousand eight hundred and sixteen, and shall thenceforth during the Remainder of the Life of the said *Violetta Masters* be paid, applied, and disposed of by him or them upon, to, and for the like Trusts, Intents, and Purposes, and in the like Way and Manner, for the separate and inalienable Use and Benefit of the said *Violetta Masters*, as the said yearly Rent or Sum of Twenty-one Pounds was payable or applicable under or by virtue of the same Indenture of Settlement, or the Trusts thereof, previously to the passing of this Act: Provided always, that the said Commissioners for the Reduction of the National Debt by whom such Annuity of Twenty-one Pounds will be payable from Time to Time shall not be held responsible for or be required to see to the Application of such Monies paid by them on account of such Annuity.

III. That the said Sum of Four hundred and fifty Pounds shall be paid by the said *George Nicholls*, his Heirs or Assigns, into the proper Hands of the said *Violetta Masters*, for her own sole, separate, and exclusive Use, Benefit, and Disposal, independent of her said Husband, and free from his Power, Control, Debts, or Engagements, and the Receipt of the said *Violetta Masters* (notwithstanding her Coverture) shall be a good and sufficient Acquittance and Discharge for the same.

The Sum of 450*l.* to be paid to Mrs. Masters.

IV. That upon the Purchase by the said *George Nichols*, his Heirs or Assigns, of the said Government Life Annuity of Twenty-one Pounds, payable during the Life of the said *Violetta Masters*, as herein-before mentioned, the Certificate or Acknowledgment of such Purchase, or of the Receipt of the Consideration Money for the same, under the Hand of the Comptroller General or Assistant Comptroller General of the Office for the Reduction of the National Debt, shall be full and conclusive Evidence of such Purchase having been duly made, and upon the obtaining of such Certificate or Acknowledgment, and the Receipt of the said *Violetta Masters* for the said Sum of Four hundred and fifty Pounds, this Act and the Provisions thereof shall be deemed and taken to have come into full and complete Operation, and to have taken effect, according to the true Intent and Meaning hereof, without any further Proof or Inquiry whatsoever; and no Purchaser or other Person or Persons shall be bound to see or inquire any further or otherwise as to such Purchase or Payment having been made.

Act to operate when Annuity bought and 450*l.* paid.

V. That all the Costs, Charges, and Expenses of and attending the preparing and passing this Act, or in any way relating or incidental thereto, shall be borne, paid, and defrayed by the said *George Nichols*, his Heirs or Assigns.

Expenses of Act.

VI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators,

General Saving of Rights.

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trators, (other than and except the said *William Masters* and *Violetta* his Wife, and each of them, and the said *Violetta Masters* in her separate Right or Capacity, and the Heirs, Appointees, Executors, Administrators, or Assigns of the said *Violetta Masters*, and also the said *Jabez Allies*, his Heirs, Executors, and Administrators, and the future Trustee or Trustees (if any) of or acting under the said Indenture of Settlement of the Twenty-sixth Day of *August* One thousand eight hundred and sixteen, and all and every other Person and Persons to whom any Estate, Right, Title, or Interest whatsoever, at Law or in Equity, of, in, to, out of, or affecting the Close, Piece, or Parcel of Land or Ground and Premises described and comprised in the Schedule to this Act, or the yearly Rents, Issues, or Profits thereof, has been devised or limited, or shall have descended or devolved, or shall descend or devolve, by virtue of or under the said Will of the said *John Nichols* deceased, or by virtue of or under the said Indenture of Settlement, or the several other Instruments, Acts, Deeds, Events, Matters, and Things respectively herein-before recited or referred to, or any of them, and the said *George Nichols*, his Heirs and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Close, Piece, or Parcel of Land or Ground mentioned and specified in the Schedule to this Act, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed if this Act had not been made.

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

VII. 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 a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE referred to by the foregoing Act.

A Close, Piece, or Parcel of Land or Ground situate in the Parish of Saint Margaret in Leicester aforesaid, bounded on the North-east by the Humberstone Road, and containing by Admeasurement Two Acres Three Roods Thirty-one Perches, or thereabouts (more or less).

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.