



ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

Cap. 11.

An Act for vesting in Trustees the Estates of the late *Sarah Reddall* deceased, situate in the County of *Northampton*, known as the *Dallington* Estate, for the Purpose of enabling Leases, Sales, Exchanges, and Partitions to be made of the same; and for other Purposes.

[29th July 1856.]

WHEREAS by an Indenture bearing Date the Twenty-Indenture of Settlement, dated 28th Feb. 1832. eighth Day of *February* One thousand eight hundred and thirty-two, and made between *John Reddall* Esquire of the First Part, *Sarah Newsham* Spinster of the Second Part, and *Fiennes Trotman* Esquire of the Third Part, in consideration of a Marriage then intended and shortly afterwards solemnized between the said *John Reddall* and *Sarah Newsham*, the Manor of *Dallington*, and the Capital Mansion House, Rectory, Advowson, Messuages, Farms, Lands, Tenements, and Hereditaments situate within the Parish of *Dallington* aforesaid, and the Fee-farm Rents and all other Hereditaments in the County of *Northampton* whereof the said *Sarah Newsham* was entitled, and mentioned in the First Schedule to this Act, were, with their respective Appurtenances, limited, subject to the Charges and Incumbrances then affecting the same and herein-after mentioned or referred to, to the Use of the said *Fiennes Trotman*, his

[Private]

Heirs

Dallington Estate Act, 1856.

Heirs and Assigns, in trust, after the Solemnization of the said then intended Marriage, to pay, during the joint Lives of the said *John Reddall* and *Sarah Newsham*, to her the said *Sarah Newsham* One Moiety of the clear annual Rents and Profits of the said Hereditaments, for her sole and separate Use, and to the said *John Reddall* the other Moiety of the said Rents and Profits; and by the said Indenture it was declared, that if the said *Sarah Newsham* should survive the said *John Reddall*, then immediately after his Decease all the said Hereditaments should be in trust for the said *Sarah Newsham*, her Heirs and Assigns, but if she should die in the Lifetime of the said *John Reddall*, then the said *Fiennes Trotman*, his Heirs or Assigns, should pay the Entirety of the clear annual Rents and Profits of the said Hereditaments unto the said *John Reddall* for his Life, and after his Decease should stand seised of the said Hereditaments in trust for such Persons, and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoos, and Agreements, as the said *Sarah Newsham* should, notwithstanding her Coverture, by her last Will and Testament, or any Codicil or Codicils in Writing, to be by her signed and published in the Presence of and attested by Three or more credible Witnesses, direct, limit, or appoint, and in default thereof in trust for the said *Sarah Newsham*, her Heirs and Assigns; and it was by the said Indenture declared, that it should be lawful for the said *Fiennes Trotman*, his Heirs and Assigns, at the Direction of the said *John Reddall* and *Sarah Newsham* during their joint Lives, and after the Decease of the said *Sarah Newsham* in the Lifetime of the said *John Reddall* by the Direction of the said *John Reddall*, to demise, in manner therein mentioned, the said Hereditaments or any Part thereof, for any Term not exceeding Twenty-one Years; and it was also thereby declared that it should be lawful for the said *Fiennes Trotman*, his Heirs and Assigns, at the Request and by the Direction of the said *John Reddall* and *Sarah Newsham* during their joint Lives, and after the Decease of the said *Sarah Newsham* in the Lifetime of the said *John Reddall* by the Direction of the said *John Reddall*, to make Sale and dispose of and convey all or any Part of the said Hereditaments in manner therein mentioned; and it was also declared, that it should be lawful for the said *Sarah Newsham* and *John Reddall* to revoke or alter all or any of the Trusts therein-before declared of the aforesaid Hereditaments or any Part thereof, and to declare any new or other Trusts whatsoever of and concerning the same, so as such Revocation and Appointment be made by any Deed or Writing, to be sealed and delivered by the said *Sarah Newsham* and *John Reddall* in the Presence of Two or more credible Witnesses, and with the Consent in Writing of the said *Fiennes Trotman* or other the Trustee or Trustees for the Time being of the now-reciting Indenture; and it was by the said Indenture declared, that if the said *Fiennes Trotman*, or any future Trustee or Trustees to be appointed as therein-after mentioned, their Heirs, Executors, Administrators, or Assigns, should

happen

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happen to die, or be desirous of being discharged of or from or refuse or decline or become incapable to act, or be desirous to have a Trustee or Trustees joined with him or them in the Exercise or Execution of the Trusts in him or them reposed as aforesaid, before the same should be fully executed, performed, or discharged, then and in such Case, and so often as the same should happen, it should be lawful for the said *John Reddall* and *Sarah Newsham*, or the Survivor of them, by any Deed or Deeds to be executed as therein mentioned, to appoint a new Trustee or Trustees: And whereas the Marriage between the said *John Reddall* and *Sarah Newsham* was solemnized in the Year One thousand eight hundred and thirty-two: And whereas the said *Sarah Reddall* duly made, signed, and published, in the Presence of and attested by Three credible Witnesses, her last Will and Testament in Writing, bearing Date the Twenty-fourth Day of *July* One thousand eight hundred and thirty-five, and, after reciting the said Power of Appointment reserved to her by the said Indenture of Settlement, she did direct, limit, and appoint that after the Death of her Husband the said *John Reddall* the said *Fiennes Trotman*, his Heirs and Assigns, should stand seised of the said Hereditaments (subject to the said Charges and Incumbrances then thereon), upon trust, immediately after the Decease of her said Husband, by Sale or Mortgage of the said Hereditaments, or otherwise as he or they should think fit, to levy and raise the Sum of One thousand Pounds, and pay the same to her (Testatrix's) Sister, Mistress *Lucy Trotman*, the Widow of the late Reverend *Edward Trotman*, and upon further trust, in the like Manner or otherwise, as he or they should think fit, levy and raise the further Sum of One thousand Pounds, and pay the same to *Mary Reddall*, the Sister of her said Husband, then residing at *Warwick*, and upon further trust, in like Manner or otherwise, as he or they should think fit, levy and raise the further Sum of Five hundred Pounds, and pay the same to *Anne Welch*, the Daughter of the Reverend *Thomas Welch* of *Wasperton* near *Warwick* aforesaid, and upon further trust, in like Manner or otherwise, as he or they should think fit, levy and raise the further Sum of Seven thousand Pounds, and pay the same to *Thomas Reddall*, the Nephew of her said Husband, then of *Corpus Christi College, Cambridge*, and upon further trust to levy and raise, by and out of the Rents and Profits of the said Hereditaments, or by Mortgage thereof, or otherwise, as he or they should think fit, Interest on the aforesaid Sums therein-before directed to be raised, after the Rate of Five Pounds *per Centum per Annum* from the Decease of her said Husband until the same should be raised and paid, and also should by the Ways and Means aforesaid levy and raise such a Sum of Money as should be sufficient to pay all the Legacy Duty on such Sums so as aforesaid directed to be raised, and all the Costs of carrying the Trusts of her now-stating Will into execution, such Interest as aforesaid to be paid half-yearly; and, subject to the aforesaid Trusts, the said Testatrix did thereby direct, limit, and appoint

Will of
Sarah Red-
dall, dated
24th July
1835.

Dallington Estate Act, 1856.

appoint that the said *Fiennes Trotman*, his Heirs and Assigns, should stand seised and possessed of the said Hereditaments upon the Trusts therein-after declared; (that is to say,) as to One Moiety of the said Hereditaments, in trust for *Fiennes Samuel Trotman* and his Assigns for his Life, without Impeachment of Waste, and from and after his Decease in trust for *Mary* the Wife of the said *Fiennes Samuel Trotman* and her Assigns for her Life, without Impeachment of Waste, and from and after the Decease of the Survivor of them the said *Fiennes Samuel Trotman* and *Mary* his Wife then upon trust that he the said *Fiennes Trotman*, his Heirs and Assigns, should stand seised of the said Moiety of the said Estates and Hereditaments, in trust for all and every the Children or Child of the said *Fiennes Samuel Trotman* and *Mary* his Wife, as Tenants in Common in Tail, with cross Remainders between or amongst them in Tail, if more than One; and in default of such Issue, the said Testatrix did direct that the said Moiety should be on the Trusts next therein-after declared of the other Moiety of the said Estates in favour of *Lucy* the Wife of *William John Wickham* (therein called *William Wickham*) of *Winchester* in the County of *Southampton*, and the said *William John Wickham*, and their Issue, and as to the remaining Moiety or equal Half Part of the said Estates and Hereditaments upon trust that he the said *Fiennes Trotman*, his Heirs and Assigns, should stand seised thereof in trust for the said *Lucy* the Wife of the said *William John Wickham*, and her Assigns for her Life, without Impeachment of Waste, and from and after the Decease of the said *Lucy Wickham* in trust for the said *William John Wickham* and his Assigns for his Life, without Impeachment of Waste, and from and after the Decease of the Survivor of them the said *William John Wickham* and *Lucy* his Wife upon trust that he the said *Fiennes Trotman*, his Heirs and Assigns, should stand seised of the said last-mentioned Moiety of the said Estates and Hereditaments in trust for all and every the Children and Child of the said *William John Wickham* and *Lucy* his Wife, as Tenants in Common in Tail, with cross Remainders between or amongst them in Tail, if more than One; and in default of such Issue then the said Testatrix did direct that the said Moiety should be held on the like Trusts in favour of the said *Fiennes Samuel Trotman* and *Mary* his Wife, and their Issue, as were before declared of the said first-mentioned Moiety; and the said Testatrix did appoint the said *Fiennes Samuel Trotman*, *William John Wickham*, *Thomas Reddall*, and *Charles Sweeting* of *Southampton Buildings, Chancery Lane*, in the County of *Middlesex*, Executors of that her Will; and she did direct that the Receipts of the said *Fiennes Trotman*, his Heirs or Assigns, for any Moneys payable to him or them by any Purchaser, Mortgagee, or other Person, in the Execution of the Trusts of that her Will, should be sufficient Discharges for the same, and that the Persons paying the same should not be answerable for the Application thereof, or bound to inquire as to the Amount of any Moneys necessary to be raised:

And

Dallington Estate Act, 1856.

And whereas the said *Fiennes Trotman* departed this Life on or about the Thirteenth Day of *September* One thousand eight hundred and thirty-five: And whereas by a Deed Poll, bearing Date the Thirtieth Day of *April* One thousand eight hundred and thirty-six, under the Hands and Seals of the said *John Reddall* and *Sarah* his Wife, the said *John Reddall* and *Sarah* his Wife, in exercise and execution of the Power or Authority contained in the said herein-before recited Indenture of Settlement, did duly nominate, substitute, and appoint the said *Thomas Reddall* to be a Trustee in the Stead or Place of the said *Fiennes Trotman* deceased, for all the Purposes mentioned in the said recited Indenture of Settlement: And whereas the legal Estate in Fee in the said Hereditaments being outstanding in *John Daniel* and *Henry Daniel*, both of the City of *Bristol*, by an Indenture bearing Date the Twenty-eighth Day of *July* One thousand eight hundred and forty-two, and made between the said *John Daniel* and *Henry Daniel* of the First Part, the said *John Reddall* and *Sarah* his Wife of the Second Part, the said *Charles Sweeting* of the Third Part, and the said *Thomas Reddall* of the Fourth Part, the said Manor, Advowson, Lands, Hereditaments, and Premises comprised in the said Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two were conveyed to the Use of the said *Charles Sweeting*, his Executors, Administrators, and Assigns, for and during the Term of Ninety-nine Years, to commence from the Date thereof, upon the Trusts therein mentioned, for securing Four Life Annuities, that is to say, to *Elizabeth Penn* Ten Pounds, and to *Elizabeth Jones* Ten Pounds, and to *Elizabeth Styche* Twenty Pounds, and to *Elizabeth Fritze* Twenty Pounds, and subject thereto to the Use of the said *Thomas Reddall* as such Trustee as aforesaid, his Heirs and Assigns, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, and Agreements declared and contained of and concerning the same Hereditaments and Premises in and by the said Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, or such of the same Trusts, Powers, and Provisoos as were then subsisting undetermined and capable of taking effect: And whereas by Indentures of Lease and Release, bearing Date the Twenty-eighth and Twenty-ninth Days of *July* One thousand eight hundred and forty-two, the Release being made between the said *John Reddall* and *Sarah* his Wife of the First Part, the said *Thomas Reddall* of the Second Part, *James Lyon* of the Third Part, *David Lyon* and *John Watson* of the Fourth Part, and *James Leman* of the Fifth Part, reciting, amongst other things, that the said *John Reddall* and *Sarah* his Wife had applied to the said *David Lyon* and *John Watson* to advance them the Sum of Five thousand Pounds, which they had agreed to do, it is witnessed, that in order to enable the said *John Reddall* and *Sarah* his Wife to execute the Appointment and Release therein-after contained,

Deed Poll,
dated 30th
April 1836.

Indenture of
Conveyance
of outstand-
ing legal
Estate,
dated 28th
July 1842.

Indentures,
dated 28th
and 29th
July 1842.

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they,

Dallington Estate Act, 1856.

they, the said *John Reddall* and *Sarah* his Wife, with the Privity, Consent, and Approbation of the said *Thomas Reddall*, did by the now-reciting Deed, sealed and delivered by them in the Presence of Two credible Persons as Witnesses, alter, vary, and revoke, so far only as might be necessary to give full Effect to the Appointment and Release therein-after contained, but not further or otherwise, all and singular the Uses and Trusts of the said recited Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and of the said recited Indenture of the Twenty-eighth Day of *July* One thousand eight hundred and forty-two; and by the now-reciting Indenture it is further witnessed, that, in consideration of the Sum of Five thousand Pounds paid to the said *John Reddall* and *Sarah* his Wife, the said *John Reddall* and *Sarah* his Wife, with such Consent as aforesaid, did direct and declare that all and singular the said Hereditaments comprised in the said recited Indenture of Settlement should thenceforth be to the Use of the said *James Leman*, his Heirs and Assigns, subject to the Proviso for Redemption therein-after contained; and it is further witnessed, that the said *Thomas Reddall* did alien and release, and the said *John Reddall* and *Sarah* his Wife, for the Purpose of passing all their Estate and Interest, did, by the now-reciting Indenture, duly acknowledged by the said *Sarah Reddall*, grant, release, and confirm the said Manor and Hereditaments to the said *James Leman*, his Heirs and Assigns, for ever, subject to the said Proviso for Redemption; and it is by the now-reciting Indenture declared, that if the said *John Reddall* and *Sarah* his Wife, or either of them, their or either of their Heirs, Executors, Administrators, or any of them, should pay unto the said *David Lyon* and *John Watson*, their Executors, Administrators, or Assigns, the Sum of Five thousand Pounds on the Twenty-ninth Day of *January* One thousand eight hundred and forty-three, with Interest thereon at Four Pounds *per Centum per Annum*, the said *James Leman*, his Heirs or Assigns, should convey the said Manor and Hereditaments, with their Appurtenances, to such Uses, upon and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, Limitations, Declarations, and Agreements, as the same would have been subject or liable to under or by virtue of the said Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and the said Deed Poll of the Thirtieth Day of *April* One thousand eight hundred and thirty-six, and the said Indenture of the Twenty-eighth Day of *July* One thousand eight hundred and forty-two, in case the now-reciting Indenture had not been executed, or such of them as might be then subsisting undetermined or capable of taking effect: And whereas by an Indenture bearing Date the Twenty-ninth Day of *July* One thousand eight hundred and forty-two, and made between the said *James Leman* of the First Part, the said *John Reddall* and *Sarah* his Wife of the Second

Part,

Indenture,
dated 29th
July 1842.

Dallington Estate Act, 1856.

Part, and the said *David Lyon* and *John Watson* of the Third Part, the said *James Leman* did declare that the said Sum of Five thousand Pounds, in the last-mentioned Indenture mentioned, was the proper Moneys of the said *David Lyon* and *John Watson*: And whereas the Charges and Incumbrances affecting the said Hereditaments, and mentioned or referred to in the said Indenture of Settlement, consisted of the Sums of Five thousand Pounds and Thirteen thousand Pounds (making together the Sum of Eighteen thousand Pounds), and the Sum of Eight thousand Pounds, and also the said Annuities of Ten Pounds and Ten Pounds, Twenty Pounds and Twenty Pounds: And whereas by an Indenture, bearing Date the Sixth Day of *December* One thousand eight hundred and fifty-four, and made between *David Lyon*, *Philip Haughton James*, and *Charles Shirley* of the First Part, *James William Freshfield* the younger of the Second Part, *Charles Kaye Freshfield* of the Third Part, *James Leman* of the Fourth Part, the said *John Reddall* of the Fifth Part, "The *Wellington College*" of the Sixth Part, *Henry Denton* of the Seventh Part, *George Herbert Kinderley* of the Eighth Part, and *Nathaniel Tertius Lawrence* of the Ninth Part, the said Mortgage Debts of Eighteen thousand Pounds and Eight thousand Pounds, and the said Sum of Five thousand Pounds secured by the said recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and forty-two, were assigned to "The *Wellington College*," their Successors and Assigns, and the said Manor and Hereditaments were conveyed unto and to the Use of Trustees, in trust for "The *Wellington College*," their Successors and Assigns, subject to such Equity of Redemption as then subsisted therein: And whereas the said *Sarah Reddall* died in the Month of *October* One thousand eight hundred and forty-eight, without having revoked or altered her said Will or Testamentary Appointment, and the same was proved in the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-fifth Day of *April* One thousand eight hundred and forty-nine by the said *Fiennes Samuel Trotman*, *William John Wickham*, and *Thomas Reddall*, Power being reserved to the said *Charles Sweeting*, the other Executor, to prove the same, which he hath not done: And whereas the said *John Reddall* died on the Fifteenth Day of *March* One thousand eight hundred and fifty-six: And whereas the said *Mary Trotman*, the Wife of the said *Fiennes Samuel Trotman*, died in the Month of *January* One thousand eight hundred and forty-one: And whereas the said *Fiennes Samuel Trotman* has had Issue by the said *Mary Trotman*, his said deceased Wife, Twelve Children and no more, namely, *Mary Anne Trotman*, *Emma Lucy Trotman*, now the Wife of *Henry Edward Sullivan*, *Edward Fiennes Trotman*, and *Henry Peers Trotman*, now deceased, and *Margaret Trotman*, *Walter Samuel Trotman*, *William Charles Trotman*, *Arthur Lawrence Trotman*, and *Georgiana Louisa Trotman*, now deceased, and *Ellen Trotman*, *Charles Hare Trotman*, and *Mary Georgiana Trotman*: And

Indenture,
dated 6th
Dec. 1854.

whereas

Dallington Estate Act, 1856.

whereas the said *Henry Peers Trotman* and *Georgiana Louisa Trotman* have long since departed this Life, Infants under the Age of Twenty-one Years, and unmarried, namely, the said *Henry Peers Trotman* in or about the Month of *December* One thousand eight hundred and forty-three, aged Thirteen Years, and the said *Georgiana Louisa Trotman* in or about the Month of *December* One thousand eight hundred and thirty-nine, aged under Three Years: And whereas the said *William John Wickham* has had Issue by his said Wife, *Lucy Wickham*, Ten Children and no more, namely, *William Fiennes Wickham* and *Edward Trotman George Wickham*, both deceased without ever having been married, and *Henry John Wickham*, *Lucy Anne Wickham*, now the Wife of *Frederick Parke*, *Charles Thomas Wickham*, *Frederick Peers Wickham*, *Emma Mary Wickham*, *Arthur Robert Wickham*, *Althea Louisa Wickham*, and *Bertha Wickham*: And whereas the said *Thomas Reddall* in or about the Year One thousand eight hundred and fifty-four left this Country for *New South Wales*, and is still residing there or elsewhere abroad: And whereas the said *Henry Edward Sullivan* and *Emma Lucy* his Wife have One infant Child, and the said *Henry Edward Sullivan* and *Emma Lucy* his Wife and such Child are in the *East Indies*: And whereas by an Indenture bearing Date the Fifth Day of *August* One thousand eight hundred and fifty, duly enrolled in the High Court of Chancery within Six Months from the Date thereof, and made between the said *Emma Lucy Sullivan*, then *Emma Lucy Trotman* Spinster, of the First Part, the said *John Reddall* of the Second Part, the said *Fiennes Samuel Trotman* of the Third Part, *Henry Edward Sullivan* of the Fourth Part, and *William Earle Tyndale* of *Holton* in the County of *Oxford*, Esquire, and the said *Edward Fiennes Trotman* of the Fifth Part, in consideration of a Marriage then intended and soon afterwards solemnized between the said *Emma Lucy Trotman* and *Henry Edward Sullivan*, and for the nominal Consideration therein mentioned, the said *Emma Lucy Trotman*, with the Privity and Consent of the said *Henry Edward Sullivan*, and also with the Consent of the said *John Reddall*, as Protector of the said Settlement, conveyed all the undivided Tenth Part or Share, and all other the Part or Share, Parts or Shares, of her the said *Emma Lucy Sullivan* as well of and in One Moiety as also of and in the Entirety of the said Manor, Hereditaments, and Premises comprised in the said recited Indenture of Settlement, and devised by the said recited Will of the said *Sarah Reddall*, with their Appurtenances, (absolutely freed and discharged from all Estates Tail of the said *Emma Lucy Sullivan* therein, and from all Remainders and Reversions expectant thereon, but subject to the Estates and Interest limited to take effect prior to such Estates Tail respectively, and also subject, nevertheless, to the Charges and Incumbrances affecting the same, and to take effect prior to the Estates Tail of the said *Emma Lucy*

Indenture,
dated 5th
Aug. 1850.

Dallington Estate Act, 1856.

Lucy Sullivan,) unto and to the Use of the said *William Earle Tyndale* and *Edward Fiennes Trotman*, upon the Trusts for Sale therein mentioned, and upon trust to stand possessed of the Moneys arising from such Sale (after fully discharging all Costs and Expenses attending and incident to such Sale or Sales) upon the Trusts and for the Intents and Purposes, for the Benefit of the said *Henry Edward Sullivan* and *Emma Lucy* his Wife during their respective Lives, and of their Issue, and ultimately for the next of Kin of the said *Emma Lucy Sullivan*, expressed and declared of and concerning such Moneys in and by an Indenture bearing even Date with the now-reciting Indenture, and expressed to be made between the said *Emma Lucy Sullivan* (then *Trotman*) of the First Part, the said *Henry Edward Sullivan* of the Second Part, the said *Fiennes Samuel Trotman* of the Third Part, *John Sullivan* of the Fourth Part, and the said *William Earle Tyndale* and *Edward Fiennes Trotman* of the Fifth Part; and by the now-reciting Indenture it is agreed and declared, that in case it should be deemed expedient by the Trustees or Trustee for the Time being thereof to apply or join with any other Person or Persons interested in the said Hereditaments or any Part thereof in applying for any Act or Acts of Parliament for Sale of the said Hereditaments or any Part or Parts thereof, or any Share or Shares therein, it should be lawful for them or him so to do, and the Consent or Concurrence of the Person or Persons beneficially interested in the said Part or Parts, Share or Shares, of the said Hereditaments in the now-reciting Indenture expressed to be thereby granted and conveyed, should not be necessary in or requisite for any such Application for any such Act or Acts of Parliament aforesaid: And whereas by an Indenture bearing Date the Eighteenth Day of *October* One thousand eight hundred and fifty-two, duly enrolled in the High Court of Chancery within Six Months from the Date thereof, and made between the said *Edward Fiennes Trotman* of the First Part, the said *John Reddall* of the Second Part, and *Charles Gilbert Flesher* of the Third Part, for the nominal Consideration therein mentioned the said *Edward Fiennes Trotman*, with the Consent of the said *John Reddall* as Protector of the said Settlement, conveyed all the undivided Tenth Part or Share, and all and every other the Part or Share, Parts or Shares, of him the said *Edward Fiennes Trotman*, as well of and in One Moiety as also of and in the Entirety of the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments comprised in the said recited Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and appointed by the said recited Will of the said *Sarah Reddall*, with their Appurtenances, absolutely freed and discharged from all Estates Tail of the said *Edward Fiennes Trotman* therein, and from all Remainders and Reversions expectant thereon, but subject to the Estates and Interests

Indenture,
dated 18th
October
1852.

[*Private.*]

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limited

Dallington Estate Act, 1856.

Indenture,
dated 27th
October
1852.

limited to take effect prior to such Estates Tail respectively, and also subject, nevertheless, to the Charges and Incumbrances to take effect prior to the Estates Tail of the said *Edward Fiennes Trotman*, unto the said *Charles Gilbert Flesher*, his Heirs and Assigns, to the Use of the said *Edward Fiennes Trotman*, his Heirs and Assigns for ever: And whereas by an Indenture bearing Date the Twenty-seventh Day of *October* One thousand eight hundred and fifty-two, and made between the said *Edward Fiennes Trotman* of the First Part, the said *Fiennes Samuel Trotman* of the Second Part, and *John Harvey Thursby* of *Leamington Hastings* in the County of *Warwick*, Esquire, of the Third Part, in consideration of the Sum of Five hundred Pounds paid to the said *Edward Fiennes Trotman* by the said *John Harvey Thursby*, the said *Edward Fiennes Trotman* did grant, release, and convey the said Tenth Part or Share, and all and every other the Parts or Shares, Part or Share, of him the said *Edward Fiennes Trotman*, of and in the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments appointed and devised by the said recited Will of the said *Sarah Reddall*, (subject to the Charges and Incumbrances affecting the same, and to the several Sums to be raised pursuant to the said recited Will of the said *Sarah Reddall*,) unto and to the Use of the said *John Harvey Thursby*, his Heirs and Assigns for ever, subject to a Proviso therein contained for Redemption of the said Premises on Payment by the said *Edward Fiennes Trotman*, his Heirs, Executors, Administrators, or Assigns, unto the said *John Harvey Thursby*, his Executors, Administrators, or Assigns, of the Sum of Five hundred Pounds, and Interest after the Rate of Five Pounds per *Centum per Annum*, on the Twenty-seventh Day of *October* One thousand eight hundred and fifty-three: And whereas by an Indenture bearing Date the First Day of *March* One thousand eight hundred and fifty-six, duly enrolled in the High Court of Chancery within Six Months from the Date thereof, and made between the said *Walter Samuel Trotman* of the First Part, the said *John Reddall* of the Second Part, and the said *Charles Gilbert Flesher* of the Third Part, for the nominal Consideration therein mentioned the said *Walter Samuel Trotman*, with the Consent of the said *John Reddall* as Protector of the said Settlement, conveyed all the undivided Tenth Part or Share, and all and every other the Part or Share, Parts or Shares, of him the said *Walter Samuel Trotman*, as well of and in One Moiety as also of and in the Entirety of the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments comprised in the said recited Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and appointed by the said recited Will of the said *Sarah Reddall*, with their Appurtenances, (absolutely freed and discharged from all Estates Tail of the said *Walter Samuel Trotman* therein, and from all Remainders and Reversions expectant thereon, but

Indenture,
dated 1st
March 1856.

subject

Dallington Estate Act, 1856.

subject to the Estates and Interests limited to take effect prior to such Estates Tail respectively, and also subject, nevertheless, to the Charges and Incumbrances to take effect prior to the Estates Tail of the said *Walter Samuel Trotman*,) unto the said *Charles Gilbert Flesher*, his Heirs and Assigns, to the Use of the said *Walter Samuel Trotman*, his Heirs and Assigns, for ever: And whereas by an Indenture bearing Date the First Day of *March* One thousand eight hundred and fifty-six, and duly enrolled in the High Court of Chancery within Six Months from the Date thereof, and made between the said *William Charles Trotman* of the First Part, the said *John Reddall* of the Second Part, and the said *Charles Gilbert Flesher* of the Third Part, for the nominal Consideration therein mentioned the said *William Charles Trotman*, with the Consent of the said *John Reddall* as Protector of the said Settlement, conveyed all the undivided Tenth Part or Share, and all and every other the Part or Share, Parts or Shares, of him the said *William Charles Trotman*, as well of and in One Moiety as also of and in the Entirety of the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments comprised in the said recited Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and appointed by the said recited Will of the said *Sarah Reddall*, with their Appurtenances, (absolutely freed and discharged from all Estates Tail of the said *William Charles Trotman* therein, and from all Remainders and Reversions expectant thereon, but subject to the Estates and Interests limited to take effect prior to such Estates Tail respectively, and also subject, nevertheless, to the Charges and Incumbrances to take effect prior to the Estates Tail of the said *William Charles Trotman*,) unto the said *Charles Gilbert Flesher*, his Heirs and Assigns, to the Use of the said *William Charles Trotman*, his Heirs and Assigns, for ever: And whereas by an Indenture bearing Date the Third Day of *April* One thousand eight hundred and fifty-six, and made between the said *Edward Fiennes Trotman*, *Walter Samuel Trotman*, and *William Charles Trotman* of the First Part, the said *Fiennes Samuel Trotman* of the Second Part, and *John Harvey Thursby* of the Third Part, in consideration of the Sum of One thousand seven hundred Pounds to the said *Edward Fiennes Trotman*, *Walter Samuel Trotman*, and *William Charles Trotman* paid by the said *John Harvey Thursby*, the said *Edward Fiennes Trotman*, *Walter Samuel Trotman*, and *William Charles Trotman* did convey all their said Three-tenth Parts or Shares, and all and every other the Part or Share, Parts or Shares, of them the said *Edward Fiennes Trotman*, *Walter Samuel Trotman*, and *William Charles Trotman*, and every of them, as well of and in One Moiety as also of and in the Entirety of the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments, (subject to the Charges and Incumbrances affecting the same, and to the several Sums to be raised pursuant to the said recited Will

Indenture,
dated 1st
March 1856.

Indenture,
dated 3rd
April 1856.

of

Dallington Estate Act, 1856.

of the said *Sarah Reddall*,) unto and to the Use of the said *John Harvey Thursby*, his Heirs and Assigns, for ever, subject to a Proviso therein contained for Redemption of the said Premises on Payment by the said *Edward Fiennes Trotman*, *Walter Samuel Trotman*, and *William Charles Trotman*, their Heirs, Executors, Administrators, or Assigns, unto the said *John Harvey Thursby*, his Executors, Administrators, and Assigns, of the Sum of One thousand seven hundred Pounds, and Interest after the Rate of Four Pounds Ten Shillings *per Centum per Annum*, on the Third Day of *April* One thousand eight hundred and fifty-seven: And whereas the said *Mary Anne Trotman*, *Margaret Trotman*, and *Arthur Lawrence Trotman* have respectively attained their Ages of Twenty-one Years, but have not executed any disentailing Deed, and the said *Ellen Trotman*, *Charles Hare Trotman*, and *Mary Georgiana Trotman* are all Infants under the Age of Twenty-one Years: And whereas by an Indenture bearing Date the Twenty-second Day of *January* One thousand eight hundred and fifty, duly enrolled in the High Court of Chancery within Six Months from the Date thereof, and made between the said *Henry John Wickham* of the First Part, the said *John Reddall* of the Second Part, and *James Wickham* of the Third Part, for the nominal Consideration therein mentioned the said *Henry John Wickham*, with the Consent of the said *John Reddall* as Protector of the said Settlement, conveyed all those the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments comprised in the said recited Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and appointed by the said recited Will of the said *Sarah Reddall*, with their Appurtenances, (absolutely freed and discharged from all Estates Tail of the said *Henry John Wickham*, as well vested as contingent, and from all Estates, Interests, Rights, and Powers to take effect after or in defeasance of such Estates Tail respectively, but subject, nevertheless, to the Estates and Interests limited to take effect prior to such Estates Tail respectively, and also subject to the Charges and Incumbrances affecting the same, and to take effect prior to or in defeasance of the Estates Tail of the said *Henry John Wickham*,) unto the said *James Wickham*, his Heirs and Assigns, to the Use of the said *Henry John Wickham*, his Heirs and Assigns for ever: And whereas by an Indenture bearing Date the Ninth Day of *February* One thousand eight hundred and fifty, and made between the said *William John Wickham* and *Lucy* his Wife of the First Part, the said *Henry John Wickham* of the Second Part, the said *Fiennes Samuel Trotman* of the Third Part, and *Henry Pain* Esquire of the Fourth Part, in consideration of the Sum of Three thousand five hundred Pounds paid to the said *William John Wickham* by the said *Henry Pain*, and of Five Shillings to the said *Henry John Wickham* paid by the said *Henry Pain*, they the said *William John Wickham*

and

Indenture,
dated 22d
Jan. 1850.

Indenture,
dated 9th
Feb. 1850.

Dallington Estate Act, 1856.

and *Lucy* his Wife and *Henry John Wickham* did convey all those the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments, with their Appurtenances, (subject to the Charges and Incumbrances affecting the same referred to in the said recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and to the several Sums to be raised pursuant to the said recited Will of the said *Sarah Reddall*,) unto and to the Use of the said *Henry Pain*, his Heirs and Assigns, for all the Estates and Interests of the said *William John Wickham* and *Lucy* his Wife and *Henry John Wickham* respectively therein, subject, nevertheless, to the Proviso therein contained for Redemption of the said Premises on Payment by the said *William John Wickham* and *Lucy* his Wife, and *Henry John Wickham*, or One of them, or the Heirs, Executors, Administrators, or Assigns of them or One of them, unto the said *Henry Pain*, his Executors, Administrators, or Assigns, of the Sum of Three thousand five hundred Pounds, and Interest after the Rate of Five Pounds *per Centum per Annum*, on the Ninth Day of *August* One thousand eight hundred and fifty: And whereas by an Indenture bearing Date the Sixteenth Day of *September* One thousand eight hundred and fifty-two, duly enrolled in the High Court of Chancery within Six Months from the Date thereof, and made between the said *Lucy Anne Parke*, then *Lucy Anne Wickham* Spinster, of the First Part, the said *John Reddall* of the Second Part, and *John Thomas Flesher* of the Third Part, for the nominal Consideration therein mentioned the said *Lucy Anne Parke*, with the Consent of the said *John Reddall* as Protector of the said Settlement, conveyed all the undivided Eighth Part or Share, and all and every other the Part or Share, Parts or Shares, of her the said *Lucy Anne Parke*, as well of and in One Moiety as also of and in the Entirety of the said Manor, Messuages, Rectory Lands, and other Hereditaments comprised in the said recited Indenture of Settlement of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and appointed by the said recited Will of the said *Sarah Reddall*, with their Appurtenances, (absolutely freed and discharged from all Estates Tail of the said *Lucy Anne Parke* therein, and from all Remainders and Reversions expectant thereon, but subject to the Estates and Interests limited to take effect prior to such Estates Tail respectively,) unto the said *John Thomas Flesher*, his Heirs and Assigns, to the Use of the said *Lucy Anne Parke*, her Heirs and Assigns, for ever: And whereas by an Indenture bearing Date the Fourth Day of *December* One thousand eight hundred and fifty-five, and made between the said *Lucy Anne Parke*, then *Lucy Anne Wickham*, of the First Part, the said *William John Wickham* of the Second Part, the said *Lucy Wickham*, Wife of the said *William John Wickham*, of the Third Part, and *Henry Giles Lyford* of *Winchester*, Doctor of Medicine, and *Richard Christopher Gale* of *Winchester*,

Indenture,
dated 16th
Sept. 1852.

Indenture,
dated 4th
Dec. 1855.

[*Private.*]

Dallington Estate Act, 1856.

Esquire, of the Fourth Part, in consideration of the Sum of One thousand eight hundred and seventeen Pounds paid to the said *Lucy Anne Parke* by the said *Henry Giles Lyford* and *Richard Christopher Gale*, the said *Lucy Anne Parke*, so far as respected the said Part or Share, Parts or Shares, of the said *Lucy Anne Parke* of and in the said Manor and other Hereditaments, and the said *Lucy Wickham* and *William John Wickham*, so far as respected their several Life Estates in the same Parts or Shares of and in the said Hereditaments and Premises, did convey the same (subject to the Charges and Incumbrances affecting the same referred to in the said recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and to the several Sums to be raised pursuant to the said recited Will of the said *Sarah Reddall*,) unto and to the Use of the said *Henry Giles Lyford* and *Richard Christopher Gale*, their Heirs and Assigns for ever, subject to a Proviso therein contained for Redemption of the said Premises on Payment by the said *Lucy Anne Parke*, her Heirs, Executors, Administrators, or Assigns, unto the said *Henry Giles Lyford* and *Richard Christopher Gale*, their Executors, Administrators, and Assigns, of the Sum of One thousand eight hundred and seventeen Pounds, and Interest after the Rate of Five Pounds *per Centum per Annum*, on the Fourth Day of *June* One thousand eight hundred and fifty-six: And whereas by an Indenture bearing Date the Twenty-sixth Day of *March* One thousand eight hundred and fifty-six; and made between the said *Lucy Anne Parke*, then *Lucy Anne Wickham*, of the First Part, the said *Frederick Parke* of the Second Part, and the Reverend *Isaac Philip Prescott* and the Reverend *Henry John Wickham* of the Third Part, in consideration of a Marriage then intended and shortly afterwards solemnized between the said *Frederick Parke* and *Lucy Anne Parke* (then *Wickham*), the said *Lucy Anne Parke* granted and conveyed the said Part or Share, Parts or Shares, of her the said *Lucy Anne Parke*, of and in the said Manor and other Hereditaments, (subject, nevertheless, to the said respective Life Estates of the said *Lucy Wickham* and *William John Wickham* therein, and to a proportionate Part of the said Incumbrances, Legacies, and Sums of Money hereinbefore referred to as affecting or charged upon the Entirety of the said Hereditaments, and also subject to the said Mortgage Debt or Sum of One thousand eight hundred and seventeen Pounds,) to the Use of the said *Isaac Philip Prescott* and *Henry John Wickham*, their Heirs and Assigns for ever, upon Trusts for Sale thereof, and to stand possessed of the net Sale Moneys upon certain Trusts, therein mentioned and declared, for the Benefit of the said *Lucy Anne Parke* and the said *Frederick Parke* and their Issue, and for the next of Kin of the said *Lucy Ann Parke*: And whereas by an Indenture bearing Date the Ninth Day of *August* One thousand eight hundred and fifty-four, and made between the said *Charles Thomas Wickham*

of

Indenture,
dated 26th
March 1856.

Indenture
dated 9th
Aug. 1854.

Dallington Estate Act, 1856.

of the First Part, the said *John Reddall* of the Second Part, and *John Henry Flesher* of the Third Part, for the nominal Consideration therein mentioned, the said *Charles Thomas Wickham*, with the Consent of the said *John Reddall* as Protector of the said Settlement, conveyed all the undivided Eighth Part or Share, and all and every other the Part or Share, Parts or Shares, of him the said *Charles Thomas Wickham*, as well of and in One Moiety as also of and in the Entirety of the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments comprised in the said recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and appointed by the said recited Will of the said *Sarah Reddall*, with their and every of their Rights, Members, and Appurtenances, (absolutely freed and discharged from all Estates Tail of the said *Charles Thomas Wickham* therein, and from all Remainders and Reversions expectant thereon, and all Estates, Interests, Rights, and Powers to take effect after or in defeasance of such Estates Tail respectively, but subject, nevertheless, to the Estates and Interests limited or to take effect prior to such Estates Tail respectively, and also subject, nevertheless, to the Charges and Incumbrances affecting the same, and to take effect prior to or in defeasance of the Estates Tail of the said *Charles Thomas Wickham*,) unto the said *John Henry Flesher*, his Heirs and Assigns, to the Use of the said *Charles Thomas Wickham*, his Heirs and Assigns, for ever: And

whereas by an Indenture bearing Date the Twenty-second Day of *November* One thousand eight hundred and fifty-five, and made between the said *Charles Thomas Wickham* of the First Part, the said *William John Wickham* of the Second Part, the said *Lucy Wickham*, Wife of the said *William John Wickham*, of the Third Part, and the Reverend *James Hannay* and the said *Richard Christopher Gale* of the Fourth Part, in consideration of the Sum of Two thousand Pounds paid to the said *Charles Thomas Wickham* by the said *James Hannay* and *Richard Christopher Gale*, the said *Charles Thomas Wickham*, so far as respected the said Part or Share, Parts or Shares, of the said *Charles Thomas Wickham*, of and in the said Manor, Lands, and other Hereditaments, and the said *Lucy Wickham* and *William John Wickham*, so far as respected their several Life Estates in the same Parts or Shares of and in the said Hereditaments and Premises, did grant and convey the same (subject to the Charges and Incumbrances affecting the same referred to in the said recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and to the several Sums to be levied and raised pursuant to the said recited Will of the said *Sarah Reddall*, and also, so far as respects the Life Estates of the said *Lucy Wickham* and *William John Wickham* therein to any Charges and Incumbrances then existing thereon, in common with the other Parts or Shares of them the said *Lucy Wickham* and *William John Wickham*

Indenture,
dated 22d
Nov. 1855.

Dallington Estate Act, 1856.

Indenture,
dated 13th
Aug. 1855.

Wickham of and in the said Hereditaments and Premises,) unto and to the Use of the said *James Hannay* and *Richard Christopher Gale*, their Heirs and Assigns, for ever, subject to a Proviso therein contained for Redemption of the said Premises on Payment by the said *Charles Thomas Wickham*, his Heirs, Executors, Administrators, or Assigns, of the Sum of Two thousand Pounds, and Interest after the Rate of Five Pounds *per Centum per Annum*, on the Twenty-second Day of *May* One thousand eight hundred and fifty-six: And whereas by an Indenture bearing Date the Thirteenth Day of *August* One thousand eight hundred and fifty-five, duly enrolled in the High Court of Chancery within Six Months from the Date thereof, and made between the said *Frederic Peers Wickham* of the First Part, the said *John Reddall* of the Second Part, and *Charles Warner* Gentleman of the Third Part, for the nominal Consideration therein mentioned, the said *Frederic Peers Wickham*, with the Consent of the said *John Reddall* as Protector of the said Settlement, conveyed all the undivided Eighth Part or Share, and all and every other the Part or Share, Parts or Shares, of him the said *Frederic Peers Wickham*, as well of and in One Moiety as also of and in the Entirety of the said Manor, Capital and other Messuages, Rectory Lands, and other Hereditaments comprised in the said recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and appointed by the said recited Will of the said *Sarah Reddall*, with their Appurtenances, (absolutely freed and discharged from all Estates Tail of the said *Frederic Peers Wickham*, as well vested as contingent, and from all Estates, Interests, Rights, and Powers to take effect after or in defeasance of such Estates Tail respectively, but subject to the Estates and Interests limited or to take effect prior to such Estates Tail respectively, and also subject to the Charges and Incumbrances affecting the same, and to take effect prior to or in defeasance of the Estates Tail of the said *Frederic Peers Wickham*,) unto the said *Charles Warner*, his Heirs and Assigns, to the Use of the said *Frederic Peers Wickham*, his Heirs and Assigns, for ever: And whereas by an Indenture bearing Date the Sixth Day of *February* One thousand eight hundred and fifty-six, and made between the said *Frederic Peers Wickham* of the First Part, the said *William John Wickham* of the Second Part, the said *Lucy Wickham*, Wife of the said *William John Wickham*, of the Third Part, the Reverend *George William Phipps* of the Fourth Part, and *Arthur Newbolt Rich* of the Fifth Part, in consideration of the Sum of Two thousand Pounds paid to the said *Frederic Peers Wickham* by the said *George William Phipps* and *Arthur Newbolt Rich*, the said *Frederic Peers Wickham*, so far as respected the said Part or Share, Parts or Shares, of the said *Frederic Peers Wickham*, of and in the said Manor, Lands, and other Hereditaments, and the said *Lucy Wickham* and *William John Wickham*, so far as respected their several and respective Life Estates in the same Parts or Shares of and in

Indenture,
dated 6th
February
1856.

Dallington Estate Act, 1856.

in the same Hereditaments and Premises, did convey the same (subject to the Charges and Incumbrances affecting the same referred to in the herein-before recited Indenture of the Twenty-eighth Day of *February* One thousand eight hundred and thirty-two, and to the several Sums to be raised thereout, pursuant to the said recited Will of the said *Sarah Reddall*, and also, so far as respects the Life Estates of the said *Lucy Wickham* and *William John Wickham* therein, to any Charges and Incumbrances already thereon, in common with the other Parts or Shares of them the said *Lucy Wickham* and *William John Wickham* of and in the said Hereditaments and Premises,) unto and to the Use of the said *George William Phipps*, his Heirs and Assigns, for ever, subject to a Proviso therein contained for Redemption of the said Premises on Payment by the said *Frederic Peers Wickham*, his Heirs, Executors, Administrators, or Assigns, of the Sum of Two thousand Pounds, and Interest after the Rate of Five Pounds *per Centum per Annum*, on the Sixth Day of *August* One thousand eight hundred and fifty-six: And whereas the said *Emma Mary Wickham*, *Arthur Robert Wickham*, *Althea Louisa Wickham*, and *Bertha Wickham* are all Infants under the Age of Twenty-one Years: And whereas by an Indenture bearing Date the Twenty-fifth Day of *April* One thousand eight hundred and forty-nine, and made between the said *Lucy Trotman* Widow of the First Part, the said *Fiennes Samuel Trotman*, *Mary Anne Trotman*, *Emma Lucy Trotman*, *Edward Fiennes Trotman*, *William John Wickham*, and *Henry James Wells* of the Second Part, and *William Montgomery* of *Milton* in the County of *Northampton*, Esquire, of the Third Part, the said *Lucy Trotman* assigned the said Legacy or Sum of One thousand Pounds bequeathed to her by the said Will of the said *Sarah Reddall* to the said *William Montgomery*, his Executors, Administrators, and Assigns, by way of Mortgage, for securing Payment by the said *Lucy Trotman*, her Heirs, Executors, Administrators, and Assigns, unto the said *William Montgomery*, his Executors, Administrators, and Assigns, of the Sum of Eight hundred Pounds and Interest: And whereas the said *Lucy Trotman* died on the Twenty-ninth Day of *January* One thousand eight hundred and fifty, having by her Will, dated the Fifth Day of *May* One thousand eight hundred and forty-nine, appointed the said *Fiennes Samuel Trotman* and *Lucy Wickham* the Executor and Executrix of her said Will, and the same has since been duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Fiennes Samuel Trotman* and *Lucy Wickham*: And whereas the said *Anne Welch* died in the Year One thousand eight hundred and forty-nine, having by her Will, dated the Tenth Day of *November* One thousand eight hundred and forty-eight, appointed *John Welchman Whateley* of *Birmingham* in the County of *Warwick*, Esquire, sole Executor thereof, who, on the Sixth Day of *November* One thousand eight hundred and forty-nine, duly

Indenture,
dated 25th
April 1849.

[Private.]

6 a

proved

Dallington Estate Act, 1856.

Indenture,
dated 11th
March 1854.

proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by Indenture bearing Date the Eleventh Day of *March* One thousand eight hundred and fifty-four, and made between the said *Thomas Reddall* of the First Part, the said *John Reddall* of the Second Part, and the said *John Harvey Thursby* of the Third Part, the said *Thomas Reddall* assigned the said Legacy or Sum of Seven thousand Pounds so bequeathed to him as aforesaid unto the said *John Harvey Thursby*, his Executors, Administrators, or Assigns, by way of Mortgage, for securing Payment to the said *John Harvey Thursby*, his Executors, Administrators, and Assigns, by the said *Thomas Reddall*, his Executors, Administrators, and Assigns, of the Sum of Six hundred Pounds and Interest: And whereas the said *Mary Reddall* is still living: And whereas the net Rental of the said Manor, Lands, and Hereditaments is upwards of Three thousand Pounds *per Annum*, and by reason of the same being in the Vicinity of the Town of *Northampton*, and some considerable Portion of it adjoining the said Town, the net Income of the said Estate might be considerably increased by letting the same for building, Gardens, Nursery Grounds, Brick Yards, and other Purposes, and Portions of it might be sold for a very large Sum of Money by reason of its Proximity to the said Town, and by reason of Ironstone to an almost inexhaustible Quantity lying under and upon the said Hereditaments: And whereas there is no Power under the said Will of the said *Sarah Reddall* to appoint a new Trustee, and the Term for which any Part of the said Hereditaments can be let is not defined, and there is in the same Will no Power to sell any Part of the said Estate, except for the Purpose of paying the said Legacies thereby given, and the Duty thereon, and Interest and Costs: And whereas the Parties now beneficially interested under the said Will of the said *Sarah Reddall* are the said *Fiennes Samuel Trotman*, and *William John Wickham* and *Lucy* his Wife, in right of his said Wife *Lucy Wickham*, as Tenants in Common for Life, without Impeachment for Waste, and their respective Eighteen Children in remainder, so that to deal with the said Estates for the mutual Advantage of all Parties is almost impossible, even if all of such Children were adult and *sui juris*, whereas Seven of such Children are Infants, as herein-before mentioned: And whereas on the said Estates and Hereditaments there is a very considerable Growth of Timber and Trees which might be felled by the said *Fiennes Samuel Trotman* and *William John Wickham* and *Lucy* his Wife, as such Tenants for Life as aforesaid without Impeachment of Waste, to the Value or Amount of Seven thousand Pounds and upwards, but thereby the Value of the said Estates for Sale would be greatly diminished, inasmuch as a large Tract of the said Estates adjoins the Estates of other Landed Proprietors who it is believed would be willing to purchase the same, with the Timber standing thereon, at a Price exceeding

Dallington Estate Act, 1856.

exceeding the Market Value: And whereas if the said Estates or any Part thereof were sold, with the Timber standing thereon, the said Tenants for Life without Impeachment of Waste would not be entitled to the Value of such Timber, though they would be so entitled if they previously felled the same: And whereas in the said Will of the said *Sarah Reddall* there are no Powers for Sale or Mortgage, except for the limited Purpose herein-before recited, and it would be greatly for the Advantage of the several Persons interested in the Estates under the same Will, and especially to those entitled in remainder, namely, the Issue of the said *Fiennes Samuel Trotman* by his late Wife, and the Issue of the said *William John Wickham* and *Lucy* his Wife, if a Sale of the said Estates or of a Portion thereof, with the Timber standing thereon, could be effected, and the Right of the Tenants for Life to the Money Value of such Timber, although not severed or felled, secured to them: And whereas it would also be very advantageous to the said Persons, if Building, Mining, and other Leases could be granted of the said Estates or Parts of them, with other Powers for improving the same, and making the same more profitable to the Owners: And whereas, by reason of Seven of the Parties interested in the said Estates being Infants, and of the Possibility of other Children of the said *William John Wickham* and *Lucy* his Wife being born, the Capabilities and Advantages of the said Estates cannot be developed, and the several Parties interested therein cannot derive the full Benefit otherwise arising therefrom, without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Fiennes Samuel Trotman*, *Edward Fiennes Trotman*, *Walter Samuel Trotman*, and *William Charles Trotman*, and the said *William Earle Tyndale*, and *Edward Fiennes Trotman*, as Trustees of the Settlement made on the Marriage of the said *Henry Edward Sullivan* and *Emma Lucy* his Wife, and the said *Mary Anne Trotman*, *Margaret Trotman*, *Arthur Lawrence Trotman*, *Ellen Trotman*, *Charles Hare Trotman*, *Mary Georgiana Trotman*, *William John Wickham* and *Lucy* his Wife, *Henry John Wickham*, *Charles Thomas Wickham*, *Frederic Peers Wickham*, *Emma Mary Wickham*, *Arthur Robert Wickham*, *Althea Louisa Wickham*, and *Bertha Wickham*, and *Frederick Parke* and *Lucy Anne* his Wife, 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; namely,

I. In citing this Act for any Purpose it shall be sufficient to use Short Title. the Expression "*Dallington Estate Act, 1856.*"

II. The

Dallington Estate Act, 1856.

Interpreta-
tion of cer-
tain Terms.

II. The following Words and Expressions have in this Act, except where the Subject or Context excludes such Construction, the following Meanings; namely,

The Expression "the Lands" includes all the Hereditaments and Fee-farm and other Rents mentioned in the First Schedule hereto, and all Buildings and Hereditaments whatsoever from Time to Time subject to all or any of the Uses and Limitations of the recited Will of *Sarah Reddall*, whether derived thereunder or acquired by virtue of any of the Provisions of this Act, or otherwise, and all Parts, Shares, and Interests whatsoever therein, except about Ten Acres of Land taken or about to be taken by the *London and North-western Railway Company (Northampton and Market Harborough Branch)* for the Purposes of the Railway, and referred to in the First Schedule:

The Expression "the Trustees" means the Trustees or Trustee from Time to Time of this Act:

The Word "Mines" or "Minerals" includes all Mines, Minerals, Ores, Metals and Metallic Substances, Fossils and Fossil Substances, Earths and Earthy Substances whatsoever, within, upon, or Part of the Soil of the Lands:

The Word "Timber" includes Trees of all Descriptions, Pollards, Plantations, Suckers, Plants, and Shrubs:

The Word "Rent" includes all Tolls, Duties, Royalties, and Reservations, pecuniary or otherwise.

Appoint-
ment of W.
E. Tyndale,
Esq., and the
Rev. E.
Wickham, to
be Trustees.

III. The said *William Earle Tyndale* and the Reverend *Edward Wickham*, Vicar of *Preston Candover*, in the County of *Southampton*, shall be the First Trustees for the Purposes of this Act, and the Fee Simple and Inheritance of all the Lands mentioned in the First Schedule hereto are by this Act vested in them, subject to the Mortgage Debt of Thirty-one thousand Pounds to the "*Wellington College*," and the Estate vested in their Trustees for securing the same, and the said Term of Ninety-nine Years limited to the said *Charles Sweeting*, and the Trusts thereof, and such of the Annuities secured by the same Trusts as are now subsisting, and the Legacies or Sums and Duty bequeathed by and payable under the Will of *Sarah Reddall*, and the Trusts declared by the same Will for securing the same, and such Costs as therein mentioned.

Power of
appointing
new Trus-
tees.

IV. In case the said *William Earle Tyndale*, and as often as a Trustee appointed in the Place of the said *William Earle Tyndale* or of any of his Successors shall die, or go to reside beyond the Seas, be abroad, or desire to be discharged from or decline or become incapable or unfit to act in the Trusts by this Act in him reposed, before the same shall be fully executed, the High Court of Chancery, in a summary Way, upon the Petition of the said *Piennes Samuel*

Trotman,

Dallington Estate Act, 1856.

Trotman, and after his Decease of such Person or Persons, being of full Age, and being Issue of the said *Fiennes Samuel Trotman* and *Mary* his Wife, as shall then be entitled under the Will of *Sarah Reddall* to any Estate or Interest in the Lands, or of the major Part in Number of such Persons of full Age and so entitled, may appoint any Person to be a Trustee in the Place of such Trustee so dying, or going to reside beyond the Seas, being abroad, or desiring to be discharged, or declining or becoming incapable or unfit to act; and in case the said *Edward Wickham*, and as often as a Trustee appointed in the Place of the said *Edward Wickham* or of any of his Successors, shall die or go to reside beyond the Seas, be abroad, or desire to be discharged from or decline or become incapable or unfit to act in the Trusts by this Act in him reposed, before the same shall be fully executed, the High Court of Chancery, in a summary Way, upon the Petition of the said *William John Wickham* and *Lucy* his Wife, or of the Survivor of them, and after the Decease of such Survivor of such Person or Persons, being of full Age, and being Issue of the said *William John Wickham* and *Lucy* his Wife, as shall then be entitled under the Will of *Sarah Reddall* to any Estate or Interest in the Lands, or of the major Part in Number of such Persons of full Age and so entitled, may appoint any Person to be a Trustee in the Place of such Trustee so dying, or going to reside beyond the Seas, being abroad, or desiring to be discharged, or declining or becoming incapable or unfit to act; and every such new Trustee shall, by virtue of such Appointment alone, have the same Estate in the Lands vested in him, and the same Powers and Authorities, as the Trustee to whose Place he succeeds, and whensoever there shall be Two Trustees they shall be joint Tenants in Fee of the Lands, and jointly exercise all the Powers and Authorities given to the Trustees.

V. The said *Fiennes Samuel Trotman* and *William John Wickham* and *Lucy* his Wife, and the Survivors and Survivor of them, and after the Decease of such Survivor the Trustees, may from Time to Time make any Lease of any Part of the Lands for any Term not exceeding Twenty-one Years, to take effect in possession immediately or within Three Months after the making thereof, and at the best Rent that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, so that the Rent be made payable half-yearly or oftener, and so that there be thereby reserved Powers of Distress and Entry for securing the Payment of the Rent and the Performance and Observance of the Lessee's Covenants therein contained, and so that the Lessee be not thereby made punishable for Waste.

Power to grant Leases for 21 Years.

VI. The Trustees from Time to Time may appropriate and lay out any Part of the Lands for Building Purposes, and may embank, raise,

Power to appropriate, &c. Lands

[Private.]

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drain,

Dallington Estate Act, 1856.

for Building
and Improv-
ing Pur-
poses.

drain, fence, plant, and otherwise improve the same, and may lay out any Part thereof as and for Squares, Crescents, Streets, Roads, Ways, and other open Spaces, Embankments, Sewers, Drains, and Water-courses, and other Conveniences, for the general Benefit of the Lands, and may lay out any Part of the Lands as Lots for building on, or in such other Manner in all respects as they may deem advantageous for any of the Purposes of this Act, and may maintain, renew, repair, alter, and improve such Improvements, Squares, Crescents, Streets, Roads, Ways, open Spaces, Embankments, Sewers, Drains, Water-courses, and Conveniences respectively, and may appropriate any Part, not exceeding Five Acres, of the Lands, for a Church, Church-yard, and Parsonage House, and any Part of the Lands for Water-works or Reservoirs for supplying with Water the Buildings erected or to be erected on the Lands or on any other Lands, and also for Wharfs, Tram or Rail Roads, Sidings, or other Works connected with the same respectively.

General
Deeds of
Appropriation of Lands
for Building
and Improv-
ing Pur-
poses.

VII. For the Purpose of any such general Improvement and Accommodation, the Trustees may from Time to Time, by any Deed, to be sealed and delivered by them, and to be enrolled in Her Majesty's High Court of Chancery within Six Months from the Day of the Date thereof, declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and of the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences in that Behalf as they may deem reasonable, and may, if they think fit, demise any Lands so appropriated to any Person for any Term not exceeding Ninety-nine Years, upon such Trusts, and with such Provisions for securing all or any of the Objects of any such Deed, as they may think reasonable, but so that every such Deed be made with a view to the general Benefit of the Lands.

Power to
Lease for
Building and
Improving
Purposes, at
the best
Rents, with-
out Fine.

VIII. The Trustees from Time to Time may lease any Part of the Lands for the Purpose of substantially improving or repairing any Buildings or Constructions thereon, or for erecting or making any Building or Construction in lieu of or in addition to any Building or Construction thereon, or for erecting or making any other Building or Construction thereon, for any Term not exceeding Ninety-nine Years, to take effect in possession immediately or within Three Months after the making thereof, and at the best Rents, without Fine, and to be incident to the immediate Reversion, which under all the Circumstances of the Case can be reasonably obtained for the same, or for making any other Improvement of, in, or upon the same, for any Term not exceeding Twenty-one Years, and at the best Rents, without Fine, and to be incident to the immediate Reversion, which under all the Circumstances can be reasonably obtained for the same.

IX. The

Dallington Estate Act, 1856.

IX. The First Payment of any yearly Rent reserved in any such Lease may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent reserved, as the Trustees, having regard to the Progress of the Improvements to be made, and the other Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Lease.

Rents in Building and Improving Leases may Increase periodically.

X. The Trustees may from Time to Time, if and as they may think it advantageous, grant to the respective Lessees for any Building or Improving Purposes, their Executors, Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges; namely,

Liberties which may be granted in Leases for Building or Improving Purposes.

Liberty to take down or remove all or any Part of the Buildings or Constructions on the Lands leased, and to apply and dispose of the Materials thereof to any Uses and Purposes agreed on:

Liberty to set out and allot any Parts of the Lands leased as and for the Sites of Markets, Squares, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Tramroads, Railroads, Embankments, Wharfs, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise, for the Use and Convenience of the Occupiers of the Lands leased, or for the general Improvement of the Lands:

Liberty to make, lay, or use, in or under any Part of the Lands not then already leased, or then already leased so far as the Reservations or Provisions in the Leases thereof will authorize, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions:

Liberty to dig, take, and carry away, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient to remove for effecting any of the Purposes authorized by the Lease:

Liberty to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any convenient Part of the Lands leased, and to manufacture the same into Bricks, Tiles, and other Materials, to be used in improving those Lands:

Liberty to fell, lop, or top, or cut and to carry away and use, any Timber on the Lands leased:

Liberty to alter and reconstruct all or Part of any Building or Construction comprised in any such Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction

tion

Dallington Estate Act, 1856.

tion of the Trustees or other the Reversioner, or of their Surveyor or Agent :

Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting any Part of the Lands not then already leased, or then already leased so far as the Reservations or Provisions in the Leases thereof will authorize :

Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the Trustees may think reasonable.

Reservations which may be made in Leases for Building or Improving Purposes.

XI. The Trustees from Time to Time may, if and as they may think it advantageous, make in any Leases for Building or Improving Purposes all or any of the following Reservations ; namely,

Reservations of Rights or Powers for the Trustees or other the Reversioner, or the Lessees or Occupiers from Time to Time of any other Portions of the Lands, to make, lay, and use, in and under any Part of the Lands leased, any Sewers, Drains, Pipes for Water, Gas, or other Purposes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :

Reservations of Rights or Powers for the Trustees or other the Reversioner to grant to the Lessees of any other Parts of the Lands any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements, over, in, through, under, and affecting the Lands leased :

Reservations of all or any of the Timber, Mines, and Minerals on the Lands leased, and of such Rights or Powers with respect to such Timber, Mines, and Minerals as are consistent with the Powers given by this Act with respect to the same :

Any other Reservations usual or proper in Leases for the like Purposes, or which the Trustees may think reasonable.

Covenants which may be inserted in Leases for Building or Improving Purposes.

XII. The Leases for any Building or Improving Purposes may, as the Trustees may think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making and keeping in repair, ornamenting and embellishing, of any Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Tram or Rail Roads, Embankments, Wharfs, Sewers, Drains, Pipes for Water, Gas, or other Purposes, Conduits, Easements, or Conveniences, in, upon, through, under, or over any Parts of the Lands, and either with or without Covenants or Stipulations by or on the Part of the Trustees as to the Mode in which any Part of the Lands shall be laid out, built upon, used, or improved.

XIII. There

Dallington Estate Act, 1856.

XIII. There shall be contained in the Leases for any Building or Improving Purposes the following Covenants by the respective Lessees; namely:

Covenants which must be inserted in Leases for Building or Improving Purposes.

A Covenant for the Payment of the yearly Rent:

A Covenant for the Payment of all Landlords and Tenants Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlord's Property Tax or Income Tax) affecting or to affect the Lands leased:

A Covenant either to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some respectable Fire Insurance Office, to be approved in Writing by the Trustees or other the Reversioner, or in lieu thereof to pay as additional Rent a Sum equivalent to the annual Sum required for such Insurance, such additional Rent to be applied by the Trustees only in insuring such Buildings or Constructions:

A Covenant to lay out the Money received by virtue of such Insurance by the Lessee, and such other Money as may be requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire:

A Covenant to yield up, on the Expiration or other sooner Determination of the Lease, the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, or rebuilt thereon, in good Repair and Condition:

In every Lease for the Purpose of having any Building or Construction made upon the Lands therein comprised, a Covenant to make and finish, within a Time therein for that Purpose specified, and to keep in repair during the Term granted, the Building or Construction agreed to be made:

In every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, and rebuild within a Time therein for that Purpose specified, and to keep in repair during the Term granted, the Building or Construction agreed to be improved, repaired, or rebuilt:

In every Lease for any other Improvement a Covenant to make such Improvement within a Time for that Purpose therein specified.

XIV. There shall be contained in the Leases for any Building or Improving Purposes Powers or Provisions for the following Purposes; namely:

Powers, &c. which must be contained in Leases for Building or Improving Purposes.

For the Trustees or other the Reversioner, or their Surveyor or Agent, to enter at least once in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon:

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Dallington Estate Act, 1856.

For the Trustees or other the Reversioner to re-enter and take the Rents and Profits, or to re-enter absolutely, for Nonpayment of the yearly Rent reserved, or for Breach of any of the Lessee's Covenants, or of such One or more of those Covenants as shall be specified in the Proviso for Re-entry.

Powers, &c.
which may
be contained
in any such
Lease.

XV. There may be contained in the Leases for any Building or Improving Purposes Powers or Provisions for any of the following Purposes; namely:

A Proviso that Breach of any of the Covenants in the Lease (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to except,) shall not give any Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein remain unpaid for Three Months after the assessing of such Costs:

Powers or Provisions that in case of Breach of any Covenant to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the Trustees or other Reversioner may insure, rebuild, repair, or reinstate such Buildings or Constructions according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating, by Entry upon the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives:

Any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for the like Purposes, or which the Trustees may think reasonable.

Contracts for
Leases for
Building or
Improving
Purposes
may be
entered into.

XVI. The Trustees from Time to Time may enter into a Contract in Writing for leasing any Part of the Lands for any Building or Improving Purposes, according to this Act; and every such Contract may contain an Agreement that the Person with whom the Contract is made may during the Continuance thereof have, exercise, or enjoy all or any of the Liberties which are or is by this Act authorized to be granted to any Lessee for such Purposes.

Clauses to be
contained
in such Con-
tracts.

XVII. Every such Contract shall contain Clauses or Conditions to the following Effect; namely,

That the Trustees may vacate the Contract as to and may re-enter upon such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not within a reasonable Time therein expressed improved, as thereby stipulated:

That

Dallington Estate Act, 1856.

That every Person to whom a Lease may according to the Contract be made shall within a reasonable Time, therein expressed, accept such Lease, and execute a Counterpart thereof, and pay the Charges of preparing the Lease and the Counterpart respectively: That in default of such Acceptance, Execution, and Payment the Contract shall as to the Land not then actually leased in pursuance thereof be void.

XVIII. Every such Contract may, except as by this Act otherwise provided, contain all such Terms and Conditions as the Trustees may think advantageous, and the Trustees may from Time to Time (but without Prejudice to the Rights of Parties interested not consenting) alter, rescind, and abandon, either on Terms or gratuitously, as they may think advantageous, any such Contract or any of the Terms and Conditions thereof: Provided always, that no such Contract shall contain any Term or Condition obligatory on the Trustees to which they may not be by this Act authorized to give Effect by or in a Lease.

General Terms of Contracts for Building or Improving Purposes.

XIX. The Trustees may, at the Request of the Person with whom such Contract is made, or of his Executors or Administrators, (when and so soon as any Building or other Improvement agreed on is completed,) grant a Lease thereof, in accordance with this Act, to any other Person.

Leases for building or improving may be granted on Request.

XX. No Lease for Building or Improving Purposes, and no Contract for any such Lease, shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenants or Agreements therein contained, is thereby or by virtue of this Act restricted to that Part of the Lands leased, or contracted so to be, in respect whereof such Nonpayment or Breach may happen, or is otherwise restricted to a Part only of the Lands leased.

Conditions of Re-entry may be restricted to Part of the Lands.

XXI. Notwithstanding the Avoidance as to Part only of the Lands leased or contracted to be leased, of any such Lease or Contract for a Lease, by virtue of any such Condition or Right of Re-entry, and notwithstanding the Surrender or Relinquishment of Part only of the Lands leased or contracted to be leased, the Condition or Right of Re-entry and the other Conditions (if any) contained in such Lease or Contract shall remain in force as to such Portions of the Lands therein originally comprised as from Time to Time continue to be held by virtue of such Lease or Contract, and shall be considered to be apportioned so as to be available on Nonpayment of the Rent, or Nonobservance or Nonperformance of the Covenants, from Time to Time payable or to be observed and performed respectively for or in respect of the Portions of the Lands originally

Conditions of Re-entry, &c. to be apportionable.

Dallington Estate Act, 1856.

originally leased or contracted to be leased which from Time to Time continue to be held by virtue of such Lease or Contract, in the same Manner as if such Condition or Right of Re-entry and other Condition respectively had been originally exclusively reserved over or in respect of the same Portions only of the Lands so continuing to be held by virtue of such Lease or Contract.

Under-leases not to be forfeited for Nonpayment of Rent, &c. in respect of Land not comprised therein.

XXII. No Under-lease of any Part of the Lands comprised in any original Lease shall be liable to Forfeiture, or to the Operation of any Condition or Right of Re-entry, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Lands comprised in the Under-lease or some Part thereof; and no such Nonpayment or Breach with respect to the Lands comprised in any Under-lease shall work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Under-lease, and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall not work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Under-lease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised or (as the Case may be) not comprised in the Under-lease of the Lands comprised in the original Lease as if the original Lease had originally comprised that respective Part alone.

Power to Trustees to grant Mining Leases.

XXIII. The Trustees may from Time to Time lease or contract to lease, and afterwards lease accordingly, any Mines or Minerals open, found, or discovered, or at any Time hereafter opened, found, or discovered, in, upon, or under the Lands, and either before or after the opening of the Mines or Minerals, and also any Part of the Lands which it may be thought expedient to lease with such Mines or Minerals for the better or more effectually working of the same, unto any Person, for any Term not exceeding Sixty Years, and to take effect in possession within Twelve Months next after the making thereof, and not otherwise in reversion or by way of other future Interest.

Power to grant to Mining Lessees Licences, &c.

XXIV. By any such Mining Lease or Contract there may be granted or contracted to be granted to any Person, his Executors, Administrators, and Assigns, all or any of the following Liberties, Licences, Powers, and Authorities, Easements and Advantages; (to wit):

Liberty,

Dallington Estate Act, 1856.

Liberty, Licence, Power, and Authority to open such Mines, and to sink, dig, search, bore, and try for, and by mining and open Day Work respectively win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of, all the demised Minerals, and also all such Minerals or Materials as may be raised or brought from any other Lands:

Liberty, Licence, Power, and Authority to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwins, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Watercourses, and to make, erect, set up, and work such Furnaces, Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Watermills and other Mills, Gins and other Engines and Machinery, Collieries, and other Works or Contrivances, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing, such Minerals or any of them within, upon, under, out of, and from the Mines or Lands:

Liberty, Licence, Power, and Authority for making, burning, and manufacturing Coke, Bricks, and Tiles for the Use of any such Furnaces and Works or otherwise, and for turning, bringing, and carrying Water for working the Machinery and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the Mines and Works respectively:

Liberty, Licence, Power, and Authority for Outstroke and Instroke into or from any adjoining Mines, Pits, Shafts, or Workings:

Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room for depositing, laying, placing, and manufacturing all or any of the Minerals, Slack, Slag, and Refuse that shall from Time to Time proceed from or be wrought, dug, or gotten out of the Mines, or from or out of any Furnaces, Brick-kilns, Manufactories, Works, or Collieries so erected, set up, or made, or that may be raised or brought or imported from any other Lands:

Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Places, on any Parts of the Lands, all such Wharfs, Houses, Cottages, Hovels, Lodges, Store-rooms, Heap-rooms, Coke Hearths, Engine-houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines and Machinery, Collieries, Brick-kilns, and other Works, with such Yards, Gardens, Curtilages, Stone-yards, and Places to be annexed to or enjoyed with such Wharfs, Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable for more conveniently enjoying and working the Mines and Works respectively, or for the Habitation and Convenience of

[*Private.*]

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Agents,

Dallington Estate Act, 1856.

Agents, Workmen, and others, or for the Accommodation of Horses and other Cattle employed in or about the Mines or Works, or for storing, standing, laying, or placing Utensils or Implements, Minerals, or Produce respectively employed or used or gotten in or about the same :

Liberty, Licence, Power, and Authority to dig, get, and use Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar, and other Materials, or any other Produce of the Mines, or which may be found in or on the Lands fit for the Purpose, or which may be raised or brought from any other Lands, for erecting, building, making, and repairing such Wharfs, Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences, or any of them, or any Ways or Roads :

Liberty, Licence, Power, and Authority to have, use, and take (so far as the Trustees may be competent to grant the same, and without Injury or Prejudice to the Rights of other Parties,) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the Lands, and (without Prejudice as aforesaid) to turn and convey such Water into the Mines or Works, or for working any Machinery to be so erected, or for any other Purpose connected with the beneficial working of the Mines :

Liberty, Licence, Power, and Authority to make, have, use, and enjoy such Stone-yards and other like Easements and Privileges in, upon, out of, over, or under all or any Part of the Lands as will render the Occupation and working of the Mines, and the Deposit, Manufacture, Sale, and Carriage of the Minerals and other Produce, advantageous and convenient :

Liberty, Licence, Power, and Authority to make, construct, and set up and to use such Railways, Tramroads, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways or Watercourses, and to have and use such Wayleaves or Rights of Way (either defined or not), in, over, upon, or under any Parts of the Lands as may be necessary or convenient for facilitating the transporting and carrying of such Minerals from the Mines, or from any Furnace, Brick-kiln, or other Place whatsoever, or for carrying and conducting Water to or from such Mines or Works, or any of them :

Liberty, Licence, Power, and Authority to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as may be proper and sufficient for separating and fencing off any surface Railways, Tramroads, or Watercourses from the Lands adjoining thereto :

Liberty, Licence, Power, and Authority to use the demised Premises or any Part thereof as and for Brick Fields, Tile-yards, and other like Purposes, and all such other Rights,
Powers,

Dallington Estate Act, 1856.

Powers, Privileges, Easements, and Advantages whatsoever as may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Mines, Minerals, or Materials leased or raised, or brought from any other Lands, or for any Purpose connected therewith or relating thereto, or as may be usual or customary in the Neighbourhood in which such Mines are, or as shall be agreed upon with the Lessee.

XXV. In every Mining Lease there shall be contained a Covenant or Proviso on the Part of the Lessee that the Reversioner, other than the Trustees, or, if the Trustees think fit, their Nominee, may, at the Expiration or other sooner Determination of such Lease, (they having given Six Months previous Notice in Writing of their Intention so to do,) purchase at a Valuation all or any of the Trampates, Engines, Tools, Implements, and Utensils used by such Lessee, his Heirs, Executors, Administrators, or Assigns, and which shall at the Time of giving such Notice be in, upon, or about the Lands demised by such Lease, and also the unexpired Term or Interest (if any) of such Lessee, his Executors, Administrators, or Assigns, in any Wayleave over any other Lands used in connection with or for the Purposes of such Lease.

Provision to enable Lessor to purchase Plant.

XXVI. In every Mining Lease there shall be reserved and made payable yearly or oftener during the Continuance of the Lease, to be incident to the Reversion immediately expectant on the Determination of the Term, the best yearly or other Rent, either in Money or in Tolls, Duties, Royalties, or other Reservations, or partly in Money and partly in Tolls, Duties, Royalties, or other Reservations, that can at the Time of the making of such Lease, and considering the Circumstances of the Case and the Responsibility of the proposed Tenant, be reasonably obtained for or in respect of the Lands, Mines, Minerals, Powers, and Privileges respectively demised, and without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, but so that such Rents of Mines as shall be reserved wholly or partly in Money shall have reference to the Quantity of Minerals obtained, except that Part thereof may (if thought proper) be made payable as a certain Money Rent, with Power to make up short Workings, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased.

Rent to be reserved by Mining Leases.

XXVII. Any Mining Lease may, if the Trustees think fit, contain a Power enabling them or other the Reversioner to determine the same as to all or any Part of the Lands or Mines therein comprised, either absolutely or on Payment to the Lessee, his Executors, Administrators,

Mining Leases may be determined by Trustees.

Dallington Estate Act, 1856.

ministrators, or Assigns, of reasonable Compensation for his or their Outlay or Improvements, and may be made determinable by the Lessee, his Executors, Administrators, or Assigns, on such Terms as the Trustees may think advantageous.

General
Conditions
of Mining
Leases.

XXVIII. Any Mining Lease may contain any Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements agreed upon which shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisoes, Conditions, and Agreements by this Act directed to be inserted therein.

Covenants
and Pro-
visoes in
Mining
Leases.

XXIX. In every Mining Lease there shall be contained on the Part of the Lessee a Covenant for the due and punctual Payment or Delivery of the Rents thereby reserved, and of all Taxes, Charges, Rates, Assessments, Compositions, and Impositions whatsoever affecting the demised Premises (other than Landlord's Property or Income Tax), and also a Proviso, Condition, or Power of Re-entry, or of making void and determining the Lease, in case the Rents thereby reserved be unpaid or undelivered by any Period therein limited, not exceeding Forty Days after the Time appointed for Payment or Delivery thereof, such Rent having been lawfully demanded.

Lease as to
Lands to
cease with
Lease as to
Mines.

XXX. The Lease of all Lands to be leased with any Mines or Minerals, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byeways, Batteries, Cuts, Inclined Planes or Watercourses, shall cease with the Lease of the Mines or Minerals.

Any Let-
tings may be
by Tender,
Public
Auction, &c.

XXXI. Any Letting from Time to Time for any of the Purposes of this Act may be made either by Tender, Public Auction, or Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the Trustees may think advantageous.

Power to
accept Sur-
renders of
Leases.

XXXII. The Trustees may from Time to Time, if they think fit, accept a Surrender of any Lease made under this Act.

On re-
suming Pos-
session under
any Power of
Re-entry or
otherwise,
fresh Leases
may be made.

XXXIII. If the Possession of any Land, Mines, or Minerals, comprised in any Lease made under this Act, be at any Time resumed or recovered, under any Condition of Re-entry or otherwise, the Trustees may lease the same Premises as if a Lease thereof had not been previously granted.

Counterpart.

XXXIV. The Person to whom any Lease is made under this Act shall duly execute and deliver to the Trustees a Counterpart or Duplicate thereof.

XXXV. The

Dallington Estate Act, 1856.

XXXV. The Certificate in Writing of the Trustees, acknowledging that they have received a Counterpart or Duplicate of any Lease, shall be *primâ facie* Evidence that such Counterpart or Duplicate was duly made and executed, and delivered to the Trustees.

Certificates of Trustees to be Evidence of Counterparts.

XXXVI. The Trustees may from Time to Time confirm any Lease purporting to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in granting the same such Lease is void or voidable, or is apprehended to be void or voidable, or may grant any Lease, pursuant to this Act, in lieu of such Lease, for any Term not exceeding the then Residue of the Term granted or purported to be granted by such Lease, and at and under the same yearly Rent as was reserved by such original Lease, or may accept a Surrender of any Lands purporting to be leased, and grant any Lease, pursuant to this Act, of the Lands so surrendered, but not for any Term exceeding the then Residue of the Term granted or purported to be granted by the original Lease thereof, and at and under a yearly Rent not less than the Rent which was reserved by such original Lease.

Power to confirm defective Leases.

XXXVII. Provided always, That no Fine, Premium, or Foregift, or anything in the Nature thereof, shall be taken for any such Confirmation of a Lease thought void or voidable, or for any Lease granted on any such Surrender.

Confirmations to be without Fine taken.

XXXVIII. The Trustees may, for more effectually and beneficially carrying into effect the Provisions of this Act, erect or concur with any other Person in erecting or subscribe towards the erecting over the River *Nene*, at such Place or Places as shall be deemed most suitable, One or more Bridge or Bridges, so as to connect thereby the Parish of *Dallington* with the Town or Borough of *Northampton*.

Trustees may erect or contribute to Erection of Bridges.

XXXIX. The Trustees may from Time to Time lay out any Moneys arising from the Sale of the Lands or any Part thereof, not exceeding the Sum of Five thousand Pounds, in the Purchase of Messuages, Lands, Tenements, or other Hereditaments mentioned in the Second Schedule to this Act, or any Part thereof, to be held with the Lands or any of them, and upon the same Uses, Trusts, Intents, and Purposes.

Power for Trustees to apply 5000*l.* in the Purchase of Lands mentioned in the Second Schedule.

XL. The High Court of Chancery, on the Application in a summary Way of any Party interested in the Lands, may authorize the Trustees to purchase by Public Auction or Private Contract, or by Valuation, and under ordinary or special Conditions of Sale, any Share or expectant Share in the Lands.

Trustees may Purchase any Share or expectant Share.

XLI. In case the pulling down or Alteration or Conversion of the Mansion House and Offices mentioned in the First Schedule, and the

Trustees may pull down Mansion.

[*Private.*]

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selling

Dallington Estate Act, 1856.

falling of the Timber in the Parks, would improve the total Value of the Lands, the Trustees may alter, convert, and fell the same, and dispose of the Materials and Timber, and the net Moneys arising thereby shall be paid into the Court of Chancery, and be dealt with in all respects as Money arising from the Sale of the Lands.

Power to borrow Money to pay off existing Charges and Costs of Act.

XLII. The Trustees may from Time to Time borrow and take up at Interest sufficient Money to pay and discharge to the *Wellington College* or their Assigns the said Sum or Mortgage Debt of Thirty-one thousand Pounds, and to the several Legatees under the Will of *Sarah Reddall*, their respective Executors, Administrators, and Assigns, the several Sums or Legacies respectively bequeathed to them, and the Duty thereon, and the Costs by the same Will directed to be raised, and also the Expenses of obtaining this Act and incident thereto, and of carrying the same into effect, and the Costs of such borrowing, and for such Purposes or any of them from Time to Time demise the Lands or any Part thereof for a Term of One thousand Years to any Person advancing such Money, with a Proviso for Redemption on Repayment of such Money with Interest.

Power to borrow Money for Bridges.

XLIII. Subject and without Prejudice to any such Mortgage, the Trustees from Time to Time may borrow at Interest not exceeding Two thousand Pounds and the Costs of borrowing the same, for the Purposes by this Act authorized with respect to Bridges over the River *Nene*, and for such Purpose may demise the Lands or any Part thereof for a Term of One thousand five hundred Years to any Person or Persons advancing such Money, with a Proviso for Redemption on Repayment of such Money with Interest.

Tenants for Life to keep down Interest on Mortgages.

XLIV. Provided always, That by every Mortgage made under this Act Provision shall be made for the keeping down of the Interest thereon by or at the Expense of the Tenants for Life of the Premises mortgaged, according to their respective Estates or Interests: Provided also, that no more than One Year's Arrear of Interest which ought to be paid by any such Tenant for Life shall be recoverable against any Remainder-man: Provided also, that every Remainder-man paying any such Arrear shall be entitled to recover the Amount so in arrear, and paid by him against the Real and Personal Representatives of the Tenant for Life by whom the same ought to have been paid.

Sinking Fund for Extinction of Debts incurred for some of the Purposes of this Act.

XLV. In order to provide for the gradual and final Extinction of the Debts contracted under this Act for the Erection or Construction of Bridges, and for the Costs and Expenses of obtaining this Act and incidental thereto, or either of them, there shall be appropriated half-yearly by the Trustees, out of the Rents and Profits of the Lands, so long as the same or any Part thereof shall remain unsold, or out of the Interest,

Dallington Estate Act, 1856.

Interest, Dividends, and annual Produce of the Moneys produced by the Sales, Exchanges, and Partitions to be effected under the Authority of this Act, such a Sum as shall be equal to Interest at the Rate of Three Pounds Ten Shillings *per Centum per Annum* upon the Amount of any such Debt which for the Time being shall be undischarged, the first half-yearly Sum to be so appropriated Six Months after the raising of any such Principal Sum, and the Sums so appropriated shall be invested from Time to Time by the Trustees in the Purchase of Consolidated Three Pounds *per Centum* Annuities or other Government or Real Securities in *England* or *Wales*, with Power for the Trustees from Time to Time to call in, vary, or dispose of such Annuities and Securities, and to reinvest the Moneys to arise thereby on Government or Real Securities of the like Nature, and the Income of such Sinking Fund shall be accumulated by like Investments, and such Sinking Fund or any Part thereof may from Time to Time be applied in Payment of the said Debts or any of them, and subject thereto shall be deemed Moneys produced by the Sale of the Lands, and may be disposed of accordingly.

XLVI. The Trustees shall from Time to Time enter into and upon any of the Lands whereupon any Timber shall be standing or growing, and fell or cut down all or any Part of such Timber (except Timber planted or left standing for Ornament, and Saplings and young Trees (not being Firs or Larch), and not being fit to be cut as and for Timber, but which may be thinned in a due Course of Management), and sell the same at such Prices as the Trustees shall think reasonable, and shall apply the net Proceeds to arise by such Sales (after paying the Expenses incident thereto) in the Manner by this Act directed concerning the Moneys to arise by any Sales under this Act.

Trustees to fell and sell Timber (except ornamental Timber), and apply the Proceeds.

XLVII. The Trustees may, when and as often as Occasion shall require, mark, allot, and set out any Timber (except ornamental as aforesaid) to be felled from off the Lands or any Part thereof which shall from Time to Time be wanted for the new building, repairing, or amending of the Mansion House and the Buildings and Offices thereto belonging, or of any Houses, Messuages, Farmhouses, Outhouses, Edifices, or other Buildings or Fences now or hereafter being upon any Part of the Lands, in order that the same may be accordingly felled, cut down, and used accordingly, or may sell any such Timber, and with the Proceeds purchase other Materials more fitted for such Purposes.

Power to Trustees to cut Timber for Repairs, &c.

XLVIII. The Trustees may from Time to Time dispose of any Part of the Lands, and the Inheritance thereof in Fee Simple, with the Rights, Members, and Appurtenances, unto any Person, by way of Exchange for other Lands, or by way of Partition, as shall be reasonable,

Power of Exchange and Partition.

Dallington Estate Act, 1856.

reasonable, and may make every such Exchange or Partition in all respects as the Trustees shall think fit, and may on any such Exchange or Partition give or take any Money for Equality of Exchange or Partition, and convey the Lands so given in Exchange or Partition as the other Party to the Exchange or Partition shall direct: Provided always, that this Act shall not abridge, annul, or in anywise affect the Powers and Provisions in reference to Exchanges contained in any Act for the Inclosure, Exchange, and Improvement of Land, but all such Acts shall have the same Operation and Effect in all respects in relation to the Lands as if this Act had not been passed.

Power of
Sale.

XLIX. The Trustees from Time to Time, when and as they shall deem it expedient, may make Sale and absolutely dispose of all or any Part of the Lands, and the Inheritance thereof in Fee Simple, and subject or not subject to any Reservation of Timber, Mines, Minerals, Easements, or Privileges, or other Reservations, unto any Person whomsoever, for the best Prices in Money that can reasonably be obtained for the same, and subject to such Conditions of Sale and Stipulations, and in such Lots, and either by Public Auction or Private Contract, and generally in such Manner in all respects as the Trustees shall think fit, and may fix reserved Biddings, and buy in at such Auctions, and vary and rescind, either on Terms or gratuitously, or enforce any Contract for Sale, and again sell as aforesaid, without Liability for any consequent Loss or Expense, and may receive and give Receipts for the Purchase Money, and convey the Lands sold to the Purchasers thereof, their Heirs or Assigns, or otherwise as they shall direct.

Sales, Ex-
changes, and
Partitions to
be subject
and without
Prejudice to
any Lease,
Contract, or
Mortgage
under this
Act, but free
from all
other Limi-
tations, &c.

L. Every Sale and Exchange and Partition, and Demise by way of Mortgage, under this Act, shall take effect subject and without Prejudice to the Charges, Estates, Annuities, Interests, and Trusts subject to which the Lands are by this Act vested in the Trustees, or such of them as shall not be discharged by means of any such Sale or Mortgage, except so far as the Persons interested in such Charges, Estates, Annuities, Interests, and Trusts respectively shall otherwise agree, and also subject and without Prejudice to any Lease or any Contract for any Lease of or affecting the Lands sold, exchanged, or partitioned or mortgaged, theretofore made, either under this Act or under the Power in that Behalf contained in the recited Settlement and Will of *Sarah Reddall*, or either of them, and subsisting at the Time of making such Sale, Exchange, Partition, or Mortgage, but in all other respects freed and discharged from all the Estates, Limitations, Uses, Trusts, Powers, Provisoos, Conditions, Charges, Incumbrances, Claims, and Demands whatsoever which under the recited Settlement and Will of *Sarah Reddall*, and this Act respectively,

Dallington Estate Act, 1856.

respectively, or any of them, may be, or but for the Operation of this present Clause would have been, for the Time being subsisting concerning the Lands so for the Time being sold, exchanged, or partitioned or mortgaged.

LI. Notwithstanding anything herein contained, the Trustees shall have such of the Timber on the Lands mentioned in the First Schedule to this Act as the said *Fiennes Samuel Trotman* and the said *William John Wickham* and *Lucy* his Wife, or either of them, now are by virtue of the recited Will of *Sarah Reddall* or otherwise by Law entitled to fell, (except Timber planted or left standing for Ornament, and Saplings and young Trees (not being Firs or Larch), and not being fit to be cut as and for Timber,) appraised by Two competent Persons, and shall, after deducting from the Amount of such Appraisalment the estimated Expense of felling and cutting down and selling the same, pay and apply the net Amount of such Appraisalment out of the first Moneys arising by Sales under this Act in manner herein-after mentioned; (that is to say,) as to One equal Moiety thereof in or towards Payment and Satisfaction of the said Mortgage Debts or Sums of Five hundred Pounds and One thousand seven hundred Pounds in such Order and Manner as shall be agreed upon between the Trustees and the Mortgage Creditors, or failing such Agreement according to their equitable Rights, and the Surplus (if any) of such Moiety to the said *Fiennes Samuel Trotman*, his Executors or Administrators, (if he shall be living at the Time of such Sale,) and if he shall not be then living, then the Trustees shall stand possessed of such Surplus upon trust for such Person or Persons, being Issue of the said *Fiennes Samuel Trotman* and *Mary* his Wife, as would have been entitled by virtue of the Will of *Sarah Reddall* to the same Lands so sold in case the same had not been sold, and in the like Shares, and for the same or the like Estates or Interests; and as to the other equal Moiety thereof, in or towards Payment and Satisfaction of the said Mortgage Debts or Sums of Three thousand five hundred Pounds, One thousand eight hundred and seventeen Pounds, Two thousand Pounds, and Two thousand Pounds, in such Order and Manner as shall be agreed upon between the Trustees and the Mortgage Creditors, or, failing such Agreement, according to their equitable Rights, and the Surplus (if any) of such last-mentioned Moiety to the said *William John Wickham* and *Lucy* his Wife, or the Survivor of them, his or her Executors or Administrators, (if the said *William John Wickham* and *Lucy* his Wife, or either of them, shall be living at the Time of such Sale,) and if neither of them shall be then living, then the Trustees shall stand possessed of such Surplus upon trust for such Person or Persons, being Issue of the said *William John Wickham* and *Lucy* his Wife, as would have been entitled by virtue of the Will of *Sarah Reddall* to the same Lands so

If Trustees sell any Portion of the Lands, with the Timber thereon, such Timber is to be appraised, and the Value thereof to be applied in Payment of Mortgages.

[Private.]

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sold

Dallington Estate Act, 1856.

sold in case the same had not been sold, and in the same Shares and for the same or the like Estates or Interests: Provided always, that after the passing of this Act the Right of the said *Fiennes Samuel Trotman, William John Wickham* and *Lucy* his Wife, and every of them, to fell, cut, and dispose of the Timber on the Lands mentioned in the First Schedule to this Act, shall cease and determine.

Application
of Sale
Moneys.

LII. The Moneys to arise from any Sale or Mortgage made under this Act, other than the Timber Moneys not arising from the Sale of ornamental Timber, and Monies not otherwise specially appropriated by this Act, may be applied by the Trustees in manner following; (that is to say,)

In the first place, in or towards Payment of the said Mortgage Debt or Sum of Thirty-one thousand Pounds, or such Part thereof as shall for the Time being remain due and unsatisfied, or so much thereof as the "*Wellington College*," their Successors or Assigns, shall be willing to accept in part Payment thereof, and the Costs of such Payment:

Secondly, in or towards Payment of the said Legacies or Sums of One thousand Pounds, One thousand Pounds, Five hundred Pounds, and Seven thousand Pounds, and the said Duty payable thereon respectively, or such Part thereof respectively as shall for the Time being remain due and unsatisfied, or so much thereof respectively as the Person or Persons entitled to such Legacies respectively, shall be willing to accept in part Payment of the same, and the Payment of the Costs by the Will of *Sarah Reddall* directed to be raised and paid:

Thirdly, in the Payment of the Costs, Charges, and Expenses of all Parties of and incident to the preparing and obtaining of this Act, and the carrying the same or any Part thereof into effect:

Fourthly, in Payment of the Costs, Charges, and Expenses of and incident to any Works effected by the Trustees under any of the Provisions of this Act, or any Sale or Mortgage under this Act, and in any Manner arising thereout or incidental thereto, including the preparing for and offering of the Lands for Sale:

And the Residue of such Monies (if any) shall be applicable to the several Purposes of this Act, and, subject thereto, shall belong to such Person and Persons (other than the said Legatees), in such Shares, and for such Estates and Interests therein, as are appointed and devised in and by the Will of *Sarah Reddall*, and limited by any subsequent Instruments, in case the said Lands so sold or mortgaged had not been sold or mortgaged.

All Sale
Moneys not
applied to
Purposes

LIII. All Moneys not applicable or which shall not be applied to any Purpose specially directed by this Act, arising from the Sale or Exchange or Partition of the Lands or any of them, shall, immediately

Dallington Estate Act, 1856.

mediately on the Receipt thereof by the Trustees, be from Time to Time paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be carried to an Account "*Ex parte* the Persons interested in the Estates of *Sarah Reddall* deceased," pursuant to the Method prescribed by the Act of the Twelfth *George* the First, Chapter Thirty-two, and the General Orders of that Court, and without Fee or Reward, according to the Act of the Twelfth *George* the Second, Chapter Twenty-four.

aforesaid to be paid into the Court of Chancery.

LIV. It shall not be necessary for any Person paying any Money to the Trustees to see or inquire as to the Payment into the Bank of any Part thereof, or as to any other Disposition of such Money or any Part thereof.

Not necessary for Persons paying Money to see to Payment into Bank.

LV. The Receipts of any Cashier of the Bank of *England*, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the Court of Chancery, shall be an effectual and conclusive Discharge to the Trustees for the Moneys therein respectively mentioned and acknowledged to be received; and, after filing such Certificate and Receipt, the Trustees, their Heirs, Executors, Administrators, or Assigns, or any of them, shall not be answerable for the Misapplication or Nonapplication, or be liable to see to the Application of such Money or any Part thereof.

Certificate of Accountant General to be a Discharge to Trustees.

LVI. The Moneys which shall be so paid into the Bank shall from Time to Time, upon Petition to the Court of Chancery in a summary Way by any Person interested in the same by virtue of the Limitations in the Will of *Sarah Reddall*, be either invested by and in the Name of the Accountant General of the Court in the Purchase of Consolidated Three Pounds *per Centum* Annuities or other Government Securities, or be invested in the Names of the Trustees at Interest on Real Securities in *England* or *Wales*, with Power for the Trustees from Time to Time, under the Order and Direction of the Court, to be obtained on Petition as aforesaid, to call in, vary, or dispose of such Securities, and to reinvest the Monies to arise thereby at Interest on Real Securities of the like Nature, or to pay such Money again into the Bank in the Name and with the Privity of the Accountant General, to be by him again laid out in the Purchase of Consolidated Three Pounds *per Centum* Annuities or other Government Securities, and so from Time to Time as often as the Court shall direct; and the Moneys so from Time to Time invested, or such Part thereof as may not be ordered by the Court to be sold or called in for any of the Purposes of this Act, shall continue invested in some One or more of such Securities respectively until the same shall be

Investment and Application of Moneys paid into Bank.

by

Dallington Estate Act, 1856.

by the Court ordered to be sold, transferred, or called in, and for the Purposes of this Act all such Moneys and Securities shall in Equity be deemed Real Estate.

Court of Chancery may, on Petition, direct Money so paid in to be applied in Payment of Incumbrances.

LVII. Upon a Petition to be preferred to the Court of Chancery in a summary Way by the said *Fiennes Samuel Trotman, William John Wickham* and *Lucy* his Wife, or the Survivors or Survivor of them, and after the Decease of such Survivor then by the Trustees, the Court may order all such Monies so paid into the Bank, or so much thereof as shall not be applied in Payment of Costs, Charges, and Expenses, according to the Provisions of this Act, to be from Time to Time applied in or towards the Discharge of all Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Lands, and, subject thereto, to be paid to such Person or Persons as would have been entitled to the same in case the Lands had not been sold, exchanged, or partitioned.

Court of Chancery may make Orders for Taxation of Costs.

LVIII. The Court of Chancery may, upon Petition, to be preferred in a summary Way by the said *Fiennes Samuel Trotman, William John Wickham* and *Lucy* his Wife, or the Survivors or Survivor of them, and after the Decease of such Survivor then by the Trustees, from Time to Time make such Orders as the Court may think fit for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred in making the several Applications to the Court in pursuance of this Act, and in paying into the Bank such Moneys as are by this Act directed to be paid in, and in taking the said Moneys out of the Bank, and discharging Incumbrances, or in applying such Moneys or any of them, or investing the same as by this Act authorized, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also may from Time to Time make such Orders as the Court may think just for the Payment of all Costs, Charges, and Expenses as aforesaid out of the Moneys paid into the Bank, or the Investments thereof.

Until Lands sold, the Rents, &c. thereof, and the Interest, &c. of Sale Moneys, to be paid to Persons for Time being entitled to Rents, &c. if Lands unsold.

LIX. The Rents, Issues, and Profits of the Lands from Time to Time not sold, and the Interest, Dividends, and annual Produce of any Moneys or Investments arising from any Sale, or received by the Trustees by way of Equality of Exchange or Partition, shall, after keeping down or paying the current Interest due in respect of the said Thirty-one thousand Pounds or any Part thereof, and the said Legacies or any of them, and any Money borrowed on Mortgage by virtue of this Act, and the said Life Annuities, belong to and be payable to the Person or Persons who for the Time being would be entitled to the Rents, Issues, and Profits of the Lands unsold; and the Court of Chancery, upon the Petition of any such Person, preferred

ferred

Dallington Estate Act, 1856.

ferred in a summary Way, may order the Payment of such Interest, Dividends, and annual Produce accordingly.

LX. Provided always, That One equal Fourth Part of the net annual Rent received under every Mining Lease shall be deemed Moneys produced by Sale of the Lands, and shall be disposed of accordingly.

One Fourth of Rent of Mines to be treated as if produced by Sale of Lands.

LXI. No Act, Deed, Matter, or Thing to be done or executed by the Trustees, pursuant to this Act, during the Lives or Life of the said *Fiennes Samuel Trotman* and *William John Wickham* and *Lucy* his Wife, or the Survivors or Survivor of them, shall be done or executed without their, his, or her Consent in Writing, but, after the Decease of the Survivor of them, every such Act, Deed, Matter, or Thing may be done or executed by the Trustees at their absolute Discretion: Provided always, that no Lessee, Purchaser, Mortgagee, or other Person claiming under any such Act, Deed, Matter, or Thing done or executed during the Lives or Life of the said *Fiennes Samuel Trotman* and *William John Wickham* and *Lucy* his Wife, or the Survivors or Survivor of them, shall be bound to inquire whether any such Consent was given, or be affected by its not having been given.

Every Act, &c. of Trustees to be with Consent of Tenants for Life,

LXII. Every Receipt from Time to Time given by the Trustees for any Money payable to them under the Authority or for any of the Purposes of this Act shall be a good and sufficient Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof, and from being affected by express or implied Notice as to the Necessity or Propriety, or otherwise, of any Sale, Exchange, or Partition, Mortgage, Lease, or other Disposition made or professed to be made by virtue of this Act.

Trustees Receipt to be a good Discharge,

LXIII. The Trustees shall be at liberty to employ any Steward, Bailiff, Surveyor, or other Person in their Judgment requisite or necessary for the Management of the Lands, and to allow to every such Person such Salary or other Remuneration as the Trustees shall think fit.

Trustees may appoint Bailiff or Steward.

LXIV. The Trustees and any other Person, if they think fit, may, in all Matters relating to Valuation, Appraisement, or Compensation authorized by any of the Provisions of this Act, avail themselves of the Provisions of the "Lands Clauses Consolidation Act, 1845."

Mode of taking Valuations, &c.

LXV. The several Trustees from Time to Time of this Act, and every of them, and the Heirs, Executors, and Administrators of them and every of them, shall be chargeable for such Moneys only as they

Trustees to be answerable only for Moneys actually received.

[*Private.*]

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respectively

Dallington Estate Act, 1856.

respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, and no one of them shall be answerable or accountable for any other of them, or for any Money paid over by one to another of them, or for any Banker, Broker, or other Person with whom any Part of the Trust Property may be deposited or lodged, or for involuntary Losses, and they or any of them may, with or out of the Moneys which shall come to their respective Hands by virtue of this Act, retain to and reimburse themselves respectively, and also allow to the others of them respectively, all Costs, Charges, Damages, and Expenses which they or any of them may pay or sustain in or about the Execution of the several Trusts, Powers, and Provisions of this Act, or in relation thereto.

Act not to affect Interest of Mr. and Mrs. Sullivan or Issue until Consents enrolled in Chancery.

LXVI. Nothing in this Act contained shall in any way prejudice or affect the Estate and Interest of the said *Henry Edward Sullivan* and *Emma Lucy* his Wife respectively, or their Issue, in the Lands, unless and until the said *Henry Edward Sullivan* and the said *Emma Lucy Sullivan* shall have signified their Consent thereto respectively in Writing, and their said infant Child shall have signified his Consent thereto by the said *Henry Edward Sullivan*, if living, or if dead by his Guardian or Guardians, in Writing, which Consents respectively shall be enrolled in the High Court of Chancery within Six Months from the Date thereof respectively; and such Consent may be given in a Form to the following Effect, or as near thereto as may be; namely, ‘ I (or we) *A.B. &c.* do, on behalf of, &c., consent to the “*Dallington Estate Act, 1856.*” ’

General Saving.

LXVII. Saving always to the Queen’s most Excellent Majesty, Her Heirs and Successors, and to the *Wellington College* and their Assigns, and to their Trustees, and their Heirs and Assigns, and to the said *Charles Sweeting*, his Executors and Administrators, and to the said *Thomas Reddall*, his Heirs and Assigns, and to the respective Legatees under the Will of *Sarah Reddall*, and to all Persons claiming under such Legatees respectively, their respective Executors, Administrators, and Assigns, and to all other Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Lands or any Part thereof as they or any of them respectively had before the passing of this Act, or could or might have respectively enjoyed in case this Act had not passed.

Exceptions from General Saving.

LXVIII. Provided always, That the following Persons are excepted out of the General Saving in this Act, and are accordingly the only Persons bound by this Act; namely, the said *Fiennes Samuel Trotman*, and

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and the Issue of his Body by the said *Mary* his Wife, deceased, and any Person or Persons claiming in, through, or under the said *Fiennes Samuel Trotman* and such Issue (except the said *John Harvey Thursby*, his Executors, Administrators, and Assigns), and the said *William John Wickham* and *Lucy* his Wife, and the Issue of their Bodies, and any Person or Persons claiming in, through, or under the said *William John Wickham* and *Lucy* his Wife and their Issue (except the said *Henry Pain*, *Henry Giles Lyford*, and *Richard Christopher Gale*, *George William Phipps*, and *Arthur Newbold Rich*, and the said *James Hannay*, and their respective Heirs, Executors, Administrators, or Assigns), and all and every other Person or Persons to or on whom any Estate, Right, Title, or Interest at Law or in Equity, other than any Tenancies under any subsisting Leases or Agreements, or to or on whom any Charge, Claim, or Demand of, in, to, out of, or upon or affecting the Lands mentioned in the said Schedule hereto, or any Part thereof, is or hath been limited, devised, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue or under or through the Settlement or the Will of *Sarah Reddall*, and whose respective Estates, Rights, Titles, or Interests, Charges, Claims, or Demands, are not hereby saved.

LXIX. This Act shall not be a Public Act, and this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Dallington Estate Act, 1856.

The FIRST SCHEDULE to which the foregoing Act refers.

	A.	R.	P.
The Manor of Dallington.			
The Rectory of Dallington.			
The Advowson of Dallington.			
Mansion House called Dallington Hall, Offices, Parks, Gardens, Water, and Land, late in the Occupation of John Reddall, Esquire, deceased	121	3	7
Dallington Heath Plantation and Spinneys, containing by Estimation	151	0	0
[Late also in the Occupation of the said John Reddall or his Tenants, together with Two Cottages, in the Occupation of Thomas Fossey the Woodman, and John Clarke the Gamekeeper.]			
Fee-farm or Quitrents payable	£67	0	0
House and Farm in the Occupation of Mr. William Clarke West	209	2	3
Land and Barn, also in the Occupation of Mr. William Clarke West and Thomas Shaw	51	1	9
House called the Wheatsheaf Inn, and Land in the Occupation of Mr. William Hodson	20	2	11
House and Water Corn-mill, with Steam Engine, &c.	9	0	11
House and Farm, in the Occupation of Mr. John Rice	270	2	0
House and Farm, in the Occupation of Mr. George West	223	0	0
House and Farm, in the Occupation of Mr. John Bird the elder and Mr. John Bird the younger, called the Lodge Farm	165	1	2
House and Farm, in the Occupation of Mr. Ambrose West, called the Grange Farm	253	3	4
The Soil or Bed of the River Nene, from the Centre of the said River on the Dallington Side of the said River, with the Right of fishing therein.			
	A.1475	3	7

[Parts of the above Buildings and Lands, mentioned to be in the respective Occupations of William Clarke West, John Rice, and George

Dallington Estate Act, 1856.

George West, containing about 10 Acres, taken or about to be taken by the London and North-western Railway Company (Northampton and Market Harborough Branch) for the Purposes of the Railway, are excepted from and out of this Schedule and the Operation of this Act.]

Twenty-one Cottages, in the following Occupations:—

Frederick Tebbut.	George Holyoak.
Elizabeth Priest, Widow.	Thomas Worrall.
John Bonham.	Henry Thompson.
Richard Thompson.	Thomas Bonham.
Widow Perrin.	Thomas Marlow.
James Trusler.	Thomas Wodhams.
George Marlow.	Richard Freeman.
William Bonham.	William Walden.
Daniel Bonham.	Joseph Nobles.
David Croft.	Widow Flavell.
George Travel.	

All the foregoing Lands and Hereditaments are in the Parish of Dallington and the County of Northampton.

Wm. Dunkley.

Dallington Estate Act, 1856.

The SECOND SCHEDULE to which the foregoing Act refers.

- A Piece of Ground situate in the Parish of Dallington, in the Occupation of Mr. John Steevenson, containing Two Acres or thereabouts - - - - -
- Pieces of Ground and Cottages situate in the Parish of Dallington, in the Occupations of Charles King and others, containing One Acre and Three Roods or thereabouts - - - - -
- A Piece of Ground situate in the Parish of Dallington, in the Occupation of — Jelly, containing One Acre and Two Roods or thereabouts - - - - -
- Any Lands on the East Side of the River Nene, lying between West Bridge in the Town of Northampton and St. Andrew's Mill in the Parish of Kingsthorpe -
- Several Cottages or Hereditaments, with the Gardens and Appurtenances, situate in the Parish of Dallington, and intermixed with Cottages or Hereditaments now belonging to the Estate - - - - -
- Two Pieces of Land situate in the Parishes of Dallington and St. Peter in the Town of Northampton, containing together about Six Acres, and now in the Occupation of Mr. Joseph Cooper - - - - -

W. Flesher.

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