



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. 43.

An Act for extending the Powers of Sale and Exchange contained in the Marriage Settlement of *Francis Adams* the younger, Esquire; and for other Purposes. [17th July 1837.]

WHEREAS by Indentures of Lease and Release bearing Date respectively on or about the Eighth and Ninth Days of *January* Eighteen hundred and eight, the Release being made or expressed to be made between *Francis Adams* of the Parish of *Clifton* in the County of *Gloucester*, Esquire, (herein-after called *Francis Adams* the elder,) of the First Part, *John Manley* of *Bloomsbury Square* in the County of *Middlesex*, Esquire, and *Mary Shute Manley* Spinster, one of the Daughters of the said *John Manley*, of the Second Part, and *Robert Mathew Casberd* of the *Middle Temple*, *London*, Esquire, and *John Lowe* of the *Inner Temple*, *London*, Gentleman, of the Third Part, (being the Settlement executed previously to and in consideration of the Marriage then intended to be solemnized between the said *Francis Adams* and *Mary Shute Manley*,) all those the several Parts or Shares of the said *Francis Adams* of and in the Manor or reputed Manor of *Clifton* in the County of *Gloucester*, and of and in all the Rights, Members, and Appurtenances thereto belonging or appertaining, and also the Whole or Entirety, Parts or Shares, of all those several Messuages or Tenements, Pews or Seats in the Parish Church of *Clifton* aforesaid, Tenths, Tithes, Lands, Chief Rents, Reserved Rents, Fee-farm Rents, and other the Heredita-

Marriage Settlement of *Francis Adams* the elder, Esq. dated 8th and 9th Jan. 1808.

[Private.]

ments of the said *Francis Adams*, situate, lying, and being in, issuing or arising, within the several Parishes or Places of *Clifton* and *Westbury upon Trym* in the said County of *Gloucester*, particularly mentioned and described in the Schedule and Particulars thereof written under or annexed to the said Indenture of Release, and which said several Hereditaments and Premises were, under or by virtue of certain Indentures of Lease and Release dated respectively on or about the Sixteenth and Seventeenth Days of *January* One thousand eight hundred and one, the Release being made between *Joseph Blisset* Esquire of the First Part, *William Manley* Esquire and *Catherine* his Wife of the Second Part, *John Manley* Esquire of the Third Part, *John Casberd* Doctor in Divinity of the Fourth Part, *Francis Adams* Esquire, since deceased, (the Father of the said *Francis Adams* the elder,) and *Mary Ann* the Wife of the said *Francis Adams* deceased, of the Fifth Part, *Harry Elderton* Gentleman of the Sixth Part, and *John Lowe* Gentleman of the Seventh Part, and of a Fine and Recovery levied and suffered in pursuance thereof, limited to the said *Francis Adams* deceased in Fee, subject, as to one Moiety thereof, to a certain Term of Five hundred Years, and as to the other Moiety thereof to a like Term of Five hundred Years, (which Terms of Years respectively were, by an Indenture bearing Date the Fourteenth Day of *March* One thousand eight hundred and thirty-five, and made or expressed to be made between the said *Robert Mathew Casberd* of the First Part, the said *Francis Adams* the elder of the Second Part, and *Edward Francis Smith* Gentleman of the Third Part, assigned unto the said *Edward Francis Smith*, his Executors, Administrators, and Assigns, in Trust to attend the Reversion, Freehold, and Inheritance of the same Premises respectively,) and which said several Hereditaments and Premises were devised by the last Will and Testament of the said *Francis Adams* deceased to the said *Francis Adams* the elder, his Heirs and Assigns for ever, and also all and singular other the Manors or reputed Manors, Parts or Shares of Manors or reputed Manors, Messuages, Farms, Lands, Tenements, Tithes, Tenths, Rents, and Hereditaments, and Parts and Shares of any other Manors, Messuages, Farms, Lands, Tenements, Tithes, Tenths, Rents, and Hereditaments, if any, comprised in and conveyed by the said Indentures of Lease and Release of the Sixteenth and Seventeenth Days of *January* One thousand eight hundred and one, or intended so to be, together with and of and in their Appurtenances, were limited or expressed to be limited (after the Solemnization of the said then intended Marriage) to the Use of the said *Francis Adams* the elder and his Assigns for his Life, without Impeachment of Waste; and after the Decease of the said *Francis Adams* the elder, to the Use and Intent that the said *Mary Shute Manley* (if she should survive the said *Francis Adams* the elder) and her Assigns should, after his Decease, yearly receive and take for her Life, for her Jointure and in bar of Dower, one annual Sum or yearly Rent-charge of Eight hundred Pounds, to be charged and chargeable upon the said Hereditaments, and to be paid on the Days and in manner therein-mentioned, with usual Powers of Distress and Entry and Detention of the Possession, and Perception of the Rents and Profits, of the said Hereditaments, for recovering and compelling Payment of the said annual Sum or yearly Rent-charge when in arrear;

arrear; and, subject to and charged and chargeable as aforesaid, to the Use of the said *Robert Mathew Casberd* and *John Lowe*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Decease of the said *Francis Adams* the elder, without Impeachment of Waste, upon the Trusts therein mentioned, for better securing the Payment of the said annual Sum or yearly Rent-charge of Eight hundred Pounds; and after the Expiration or sooner Determination of the said Term of One hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the Heirs and Assigns of the said *Francis Adams* the elder for ever: And whereas the said *Francis Adams* the elder intermarried with the said *Mary Shute Manley* on or about the Twelfth Day of *January* One thousand eight hundred and eight: And whereas the said *Francis Adams* the elder hath Issue by the said *Mary Shute* his Wife One Son, namely, *Francis Adams* the younger, and Two Daughters, namely, *Mary Shute Anne Adams* and *Charlotte Sophia Adams*, all of whom have attained the Age of Twenty-one Years: And whereas by an Indenture of Release bearing Date the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and grounded on a Lease for a Year, made by an Indenture of Bargain and Sale bearing Date the Twenty-first Day of the same Month, the Release being made or expressed to be made between the said *Francis Adams* the elder and *Mary Shute* his Wife of the First Part, the said *Francis Adams* the younger of the Second Part, the Reverend *John Frederick Doveton* Clerk of the Third Part, *Maria Doveton* Spinster (one of the Daughters of the said *John Frederick Doveton*) of the Fourth Part, the said *Robert Mathew Casberd* and *John Lowe* of the Fifth Part, *Henry Moxon* Gentleman and *Francis Lowe* Gentleman of the Sixth Part, *John Moore Paget* Esquire and *Francis Ridout Ward* Esquire of the Seventh Part, and *Robert Manley Lowe* Gentleman and the said *Edward Francis Smith* of the Eighth Part, and duly acknowledged by the said *Mary Shute Adams* to be her Act and Deed, pursuant to the Statute in that Case made and provided, it is witnessed, that in consideration of the Marriage then intended between the said *Francis Adams* the younger and the said *Maria Doveton* the said *Francis Adams* the elder did grant, release, and confirm, and the said *Mary Shute Adams*, with the Concurrence of her said Husband (testified as therein mentioned), and for the Purpose of disposing in manner therein-after mentioned of the said annual Sum or yearly Rent-charge of Eight hundred Pounds, did release and quit claim unto the said *Robert Mathew Casberd* and *John Lowe*, and their Heirs, the said Manors, Parts or Shares of Manors, and other Hereditaments comprised in the said Indentures of Lease and Release of the Eighth and Ninth Days of *January* One thousand eight hundred and eight (except certain Parts thereof which had been contracted and agreed to be sold to a certain Society established in the City of *Bristol*, and called or known by the Name of "The *Bristol* and *Clifton* Zoological Society," as the same were then marked out, and which consisted of Part of a Close called *Summer Trimore*, and Part of another Close called the *Ten Acres* alias *Foxholes*, and the Portion of the said last-mentioned Close of Land so contracted to be sold contained about One Acre), with their Appurtenances, to hold the same unto the said *Robert Mathew Casberd*

Indentures,
dated
21st and 22d
Aug. 1835.

and

and *John Lowe*, and their Heirs, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, in the said Indenture of Release now in recital limited, expressed, and declared of and concerning the same, and in part herein-after mentioned; (that is to say,) after the Solemnization of the said then intended Marriage, to the Use of the said *Francis Adams* the elder and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Robert Mather Casberd* and *John Lowe*, and their Heirs, during the Life of the said *Francis Adams* the elder, upon Trust to preserve the contingent Remainders, and after the Decease of the said *Francis Adams* the elder to the Use and Intent that the said *Mary Shute Adams* (in case she should survive the said *Francis Adams* the elder) and her Assigns might after his Decease receive and take during her Life One annual Sum or yearly Rent-charge of Eight hundred Pounds (but nevertheless subject to the Proviso or Agreement therein contained for the Abatement or Decrease thereof) in full for the Jointure of the said *Mary Shute Adams*, and in lieu and satisfaction of the said annual Sum or yearly Rent-charge of Eight hundred Pounds so limited to and in favour of her the said *Mary Shute Adams* in and by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight, as herein-before is mentioned, and also of all Dower or Thirds and Free Bench, and to be charged and chargeable upon the said Hereditaments, and to be paid on the Days and in manner therein mentioned, with usual Powers of Distress and Entry and Detention of the Possession, and Perception of the Rents and Profits, of the said Hereditaments, for recovering and compelling Payment of the said annual Sum or yearly Rent-charge when in arrear; and, subject to and charged with the Payment of the said annual Sum or yearly Rent-charge of Eight hundred Pounds, or so much thereof as for the Time being should be due and payable, and the Powers thereby given or limited to the said *Mary Shute Adams* and her Assigns for enforcing Payment thereof, to the Use of the said *Robert Mather Casberd* and *John Lowe*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence and be computed from the Decease of the said *Francis Adams* the elder, without Impeachment of Waste, (in lieu of and in substitution for the said Term of One hundred Years so limited to them by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight, as herein-before is mentioned,) upon the Trusts in the said Indenture of Release now in recital mentioned for better securing the Payment of the said annual Sum or yearly Rent-charge of Eight hundred Pounds; with Remainder to the Use of the said *Henry Moxon* and *Francis Lowe*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence and be computed from the Decease of the Survivor of them the said *Francis Adams* the elder and *Mary Shute* his Wife, without Impeachment of Waste, upon the Trust therein mentioned for raising the Sum of Eight thousand Pounds for the Benefit of the said *Mary Shute Anne Adams* and *Charlotte Sophia Adams*; with Remainder to the Use of the said *Francis Adams* the younger and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use

Use of the said *Robert Mathew Casberd* and *John Lowe*, and their Heirs, during the Life of the said *Francis Adams* the younger, upon Trust to preserve the contingent Remainders; and after the Decease of the Survivor of them the said *Francis Adams* the elder, *Mary Shute Adams*, and *Francis Adams* the younger, to the Use and Intent that the said *Maria Doveton* and her Assigns (subject and without prejudice to the said Term of One thousand Years, and the Trusts thereof,) might, after the Decease of the Survivor of them the said *Francis Adams* the elder, *Mary Shute Adams*, and *Francis Adams* the younger, receive and take during her Life one annual Sum or yearly Rent-charge of Three hundred and fifty Pounds for her Jointure and in bar of Dower, and to be charged and chargeable upon the said Hereditaments, and to be paid on the Days and in manner therein mentioned, with usual Powers of Distress and Entry, and Detention of the Possession, and Perception of the Rents and Profits, of the said Hereditaments, for recovering and compelling Payment of the said annual Sum or yearly Rent-charge of Three hundred and fifty Pounds when in arrear; and, subject to and charged with the Payment of the said annual Sum or yearly Rent-charge of Three hundred and fifty Pounds, and to the Powers thereby given or limited to the said *Maria Doveton* and her Assigns for enforcing Payment thereof when in arrear as aforesaid, to the Use of the said *John Moore Paget* and *Francis Ridout Ward*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to commence and be computed from the Decease of the Survivor of them the said *Francis Adams* the elder, *Mary Shute Adams*, and *Francis Adams* the younger, without Impeachment of Waste, upon the Trusts therein mentioned for better securing the Payment of the said annual Sum or yearly Rent-charge of Three hundred and fifty Pounds; with Remainder to the Use of, or to such Uses, and upon and for such Trusts, Intents, and Purposes, for the Benefit of all and every or such one or more exclusively of the others or other of the Children or Child of the said *Francis Adams* the younger by the said *Maria Doveton*, at such Age or Time, or respective Ages or Times, and if more than One in such Parts, Shares, and Proportions, and with such Provisions for the Maintenance and Education or Advancement or Preferment in the World of any such Child or Children, and with such annual Sums and Limitations over for the Benefit of the said Children, or some or one of them, and upon such Conditions, with such Restrictions, and in such Manner as the said *Francis Adams* the younger should by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and to be attested by Three or more credible Witnesses, direct or appoint; and, in default of and until such Direction or Appointment, to the Use of all and every the Children and Child of the said *Francis Adams* the younger by the said *Maria Doveton*, to be divided between or amongst them (if more than One) in equal Shares as Tenants in Common in Tail, with cross Remainders in Tail between or among them if more than One, with Remainder to the Use of the said *Francis Adams* the younger, his

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Heirs

Heirs and Assigns for ever; and it was by the Indenture of Release now in recital provided, that, in default of any such Direction or Appointment by the said *Francis Adams* the younger as aforesaid to the contrary, any Child or Children taking any Part of the said Hereditaments and Premises therein-before released, or expressed so to be, under or by virtue of any Direction or Appointment to be made by the said *Francis Adams* the younger in pursuance of the Power or Authority therein-before given him for that Purpose, should not have or be entitled to any Share of or in that Part of the same Hereditaments and Premises of which no such Direction or Appointment should have been made, without bringing his, her, or their appointed Share or Shares into Hotchpot, and accounting for the same accordingly; and by the said Indenture of Release now in recital a Power was given to the said *Francis Adams* the elder; after the Decease of the said *Mary Shute* his Wife, and also to the said *Francis Adams* the younger, after the Decease of the said *Maria* his Wife, to jointure any Woman or Women with whom they respectively might intermarry for her Life or their respective Lives, in manner therein mentioned, and to limit and appoint the Hereditaments so to be charged to any Person or Persons for any Term or Terms of Years upon the usual Trusts for better securing any such Jointure; and a Power was given to the said *Francis Adams* the younger, after the Decease of the said *Maria* his Wife, to charge all or any Part of the said Hereditaments with the Payment of a Sum of Money for the Portions of the Children of the said *Francis Adams* the younger by any Woman or Women with whom he might have intermarried or might intermarry, and to limit or appoint the Hereditaments so to be charged to any Person or Persons for any Term or Number of Years, for better securing such Portions; and by the said Indenture of Release now in recital a certain Power of leasing for any Term not exceeding Twenty-one Years was limited to the said *Francis Adams* the elder during his Life (in lieu of and by way of Substitution for a Power to him limited or reserved for the like Purpose in and by said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight), and after his Decease to the said *Francis Adams* the younger, and after the Decease of the Survivor of them the said *Francis Adams* the elder and *Francis Adams* the younger to the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time and at all Times during the Life of the said *Mary Shute Adams* (in case she should survive the said *Francis Adams* the elder and *Francis Adams* the younger), and also during the Minority of any Person or Persons who for the Time being should, under or by virtue of the Limitations aforesaid, be entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises or any Part thereof; and a certain Power of leasing for any Term not exceeding Ninety-nine Years, to any Person or Persons who should improve or covenant to improve the Premises to be demised, by building or repairing any Erections or Buildings thereon, was limited to the said *Francis Adams* the elder during his Life (in lieu of and by way of Substitution for a Power to him limited or reserved for the like Purpose in and by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight),

and after his Decease to the said *Francis Adams* the younger, and after the Decease of the Survivor of them the said *Francis Adams* the elder and *Francis Adams* the younger to the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time and at all Times during the Minorities of all and every or any of the Children or other Issue of the said then intended Marriage; nevertheless with the Consent of the said *Mary Shute Adams* and *Maria Doveton* during their respective Lives, in case they or either of them should survive the said *Francis Adams* the elder and *Francis Adams* the younger; and in the Indenture of Release now in recital was contained a Proviso, Agreement, and Declaration that it should be lawful for the said *Robert Mathew Casberd* and *John Lowe* (and the Survivor of them, his Executors or Administrators, in lieu of and by way of Substitution for a Power to them limited or reserved for the like Purpose in and by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight,) at any Time or Times thereafter, at the Request and by the Direction of the said *Francis Adams* the elder during his Life, and after his Decease then of the said *Francis Adams* the younger, with the Consent of the said *Mary Shute Adams* and *Maria Doveton* during their respective Lives, testified by some Writing under their, his, or her Hands and Seals or Hand and Seal, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, his Executors or Administrators, in the Presence of and attested by Two or more credible Witnesses, to limit or appoint or grant all or any Part of the said Hereditaments and Premises to any Person or Persons who should improve the same, or covenant and agree to improve the same, by erecting or building thereon any new House or Houses, Erections, or Buildings, or to repair any of the Messuages, Tenements, Erections, and Buildings whatsoever which then were or thereafter should be upon the same Hereditaments, or any Part thereof, or to expend such Sums of Money in Improvements thereof respectively as should be thought adequate for the Interests therein respectively to be departed with, and to his, her, or their Heirs and Assigns, so that in every such Deed of Limitation or Appointment or Grant there should be limited, charged, reserved, or made payable to the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, his Executors or Administrators, and their or his Heirs and Assigns for ever, out of the said Hereditaments, the best and most improved annual Sum or annual Sums, yearly Rent or yearly Rents that could be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift; and so that the usual and customary Powers of Entry and Distress and Perception of the Profits should be limited, reserved, or given to the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, his Executors or Administrators, or their or his Heirs and Assigns, for recovering and compelling Payment of the said annual Sum or annual Sums, yearly Rent or Rents respectively; and so that the Person or Persons to whom such Deed of Appointment or Appointments or Grants should be made should execute a Counterpart or Counterparts thereof respectively, and

and should thereby covenant with the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, his Executors or Administrators, their or his Heirs and Assigns, for the Payment to them for ever of the annual Sum or annual Sums, yearly Rent or Rents thereby to be limited, charged, reserved, or made payable; and so that such Deed or Deeds contained all other usual and reasonable Covenants, Clauses, and Conditions; and that for the Purpose of effectuating any such Disposition as aforesaid it should be lawful for the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, at such Request and by such Direction, and so testified as aforesaid, by any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and attested by Two or more credible Witnesses, absolutely to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, and Provisions herein-before limited, declared, and contained of or concerning the Hereditaments so proposed to be limited and appointed as last aforesaid, or any Part thereof, and by the same or any other Deed or Deeds, Instrument or Instruments, in Writing, so sealed, delivered, and attested as aforesaid, to limit, declare, direct, and appoint any Use or Uses, Estate or Estates, Trust or Trusts of the said Hereditaments the Uses of which should be so revoked, which it should be thought necessary or expedient to limit, declare, direct, or appoint, in order to effectuate such Disposition as last aforesaid; and it was thereby agreed and declared that the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, and the Heirs, Executors, or Administrators respectively of such Survivor, should stand and be seised of or entitled to the annual Sum or annual Sums, yearly Rent or yearly Rents, so to be limited, charged, reserved, or made payable to them as aforesaid, upon such Trusts as should in effect correspond with or be similar to the Uses, Trusts, Estates, Intents, Purposes, Powers, Provisoes, Declarations, and Agreements which were therein-before limited, expressed, declared, and contained of or concerning the Hereditaments out of which such annual Sum or annual Sums, yearly Rent or yearly Rents respectively should be limited, reserved, issuing, and payable, or as near thereto as might be; and in the said Indenture of Release now in recital was contained a Proviso, Agreement, and Declaration that it should be lawful for the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors and Administrators of such Survivor, (in lieu of and by way of Substitution for a Power in them or him vested for the like Purpose by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight,) at any Time or Times after the Solemnization of the said then intended Marriage, at the Request and by the Direction of the said *Francis Adams* the elder during his Life, and after his Decease then of the said *Francis Adams* the younger, with the Consent of the said *Mary Shute Adams* and *Maria Doveton* during their respective Lives, to be testified by some Writing sealed and delivered by them, him, or her in the Presence of and attested by Two or more credible Witnesses, to dispose of and convey, either by way of absolute Sale or in exchange for or in lieu of other Manors, Lands, or Hereditaments to be situate somewhere in that Part of
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Great Britain called *England*, or in the Principality of *Wales*, all or any Part of the said Hereditaments and Premises, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such an Equivalent or Recompence in Manors, Lands, or Hereditaments, as to them the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable, or to join and concur with the Person or Persons for the Time being seised of or entitled to the other Part or Share, or Parts or Shares of or in any Hereditaments whereof any undivided Part or Share, or Parts or Shares was or were therein-before released or intended so to be, in making a Partition or Division of the same Hereditaments or any Part thereof; and that for the Purpose of effectuating any such Sale, Exchange, or Partition (but not for any other Purpose) it should be lawful for the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor, or the Executors or Administrators of such Survivor, at such Request, by such Direction and with such Consent, and so testified as aforesaid, by any Deed or Deeds, Instrument or Instruments, in Writing, to be sealed and delivered by them or him in the Presence of and attested by Two or more credible Witnesses, absolutely to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, and Provisoes therein-before limited and declared or to be limited and declared under the Powers of jointuring and charging therein-before contained of or concerning the same Premises, or any Part or Parts, Parcel or Parcels thereof (but subject and without Prejudice to any Mortgage or Mortgages or other Disposition or Dispositions which might have been made under the Trusts of any Term or Terms of Years to be limited as therein-before was mentioned); and by the same or any other Deed or Deeds, or Instrument or Instruments, in Writing, to be sealed, delivered, and attested as therein mentioned, to limit, declare, direct, and appoint any Use or Uses, Estate or Estate, Trust or Trusts of the said Premises, or any Part or Parts, Parcel or Parcels thereof, which it should be thought necessary or expedient to limit, declare, direct, or appoint, in order to effectuate any such Sale, Exchange, or Partition as aforesaid; and also that upon any such Exchange or Partition as aforesaid it should be lawful for the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, to give or receive any Sum or Sums of Money by way of Equality of Exchange or Partition, with the usual Directions for laying out the Money to arise from such Sale or Sales, or to be so received for Equality of Exchange or Partition as aforesaid, in the Purchase of Lands or Hereditaments to be settled to the subsisting Uses of the said Indenture of Release now in recital, and with a Power to lay out such Monies or any Part thereof in paying off and discharging any Mortgage or other Charge or Incumbrance which might affect all or any Part of the Hereditaments which should be then subject to the Uses of the said Indenture of Release now in recital, and with a Power, until such Money should be disposed of in the Manner herein-before mentioned, to invest the same either in the Parliamentary Stocks or Public Funds, or upon Government or Real Securities, and to be altered, varied, transferred, and disposed

[*Private.*]

as therein mentioned; and the Interest, Dividends, and annual Produce arising from such Stocks, Funds, or Securities, to be paid to such Person or Persons, and to be applied to and for such Uses, Intents, and Purposes, and in such Manner, as the Rents, Issues, and Profits of the said Hereditaments to be purchased therewith would go or be payable or applicable, in case such Purchase or Purchases and Settlement as aforesaid were then actually made; and it is by the Indenture of Release now in recital declared, that if the said Trustees thereby appointed, or any of them, or any future Trustees to be appointed as therein-after mentioned, should die, or be desirous of being discharged from, or refuse, decline, or become incapable to act in the Trusts or Powers thereby in them respectively reposed, or to them respectively given as aforesaid, before the said Trusts or Powers should be fully executed, performed, or discharged or become incapable of effect, then and in such Case, and so often as the same should happen, as to the said Hereditaments and Premises therein-before released or expressed so to be, it should be lawful for the said *Francis Adams* the elder and *Mary Shute* his Wife, or the Survivor of them, during their Lives, and his or her Life, and after the Decease of such Survivor for the said *Francis Adams* the younger and *Maria Doveton*, or the Survivor of them, during their Lives or his or her Life, and after the Decease of the Survivor of them the said *Francis Adams* the elder, *Mary Shute Adams*, *Francis Adams* the younger, and *Maria Doveton*, then for the Executors or Administrators of the said *Francis Adams* the younger, in manner therein mentioned, from Time to Time to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and it was thereby (among other Things) declared, that the Trustee or Trustees to be appointed as aforesaid should and might have and exercise or join in exercising the same Power and Powers, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally thereby appointed Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively should be appointed Trustee or Trustees, and the Trustee or Trustees therein named, his, her, or their Heirs, Executors, or Administrators, in or to whose Place such new Trustee or Trustees should respectively come or succeed, were or was enabled to do or could or might have done under or by virtue of the Indenture of Release now in recital, if then living and continuing to act in the Trusts or Powers thereby reposed or limited or given to them or him, any thing therein-before contained to the contrary thereof in anywise notwithstanding: And whereas the said *Francis Adams* the younger intermarried with the said *Maria Doveton* on or about the Twenty-seventh Day of *August* One thousand eight hundred and thirty-five, and hath Issue by her One Child only, namely, *Lucy Ducarel Adams*, an Infant of the Age of Nine Months or thereabouts: And whereas by an Indenture of Appointment and Release bearing Date the Fourth Day of *January* One thousand eight hundred and thirty-seven, and grounded as a Release on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the Third Day of the same Month, the Appointment and Release being made or expressed

Indenture,
dated
3d and 4th
Jan. 1837.

to be made between the said *Robert Mathew Casberd* and the said *John Lowe* of the First Part, the said *Robert Mathew Casberd* and *John Lowe* of the Second Part, the said *Mary Shute Adams* of the Third Part, the said *Maria Adams* of the Fourth Part, the said *Francis Adams* the elder, therein called *Francis Adams* Esquire, of the Fifth Part, *George John Hadow* Esquire of the Sixth Part, and *George Cooke* Gentleman of the Seventh Part, after reciting the herein-before recited Indentures of the Twenty-first and Twenty-second Days of *August* One thousand eight hundred and thirty-five, and noticing the Solemnization of the said Marriage between the said *Francis Adams* the younger and *Maria* his Wife; and also reciting that the said *Francis Adams* the elder had agreed to sell and the said *George John Hadow* to buy all that Piece or Parcel of Land and Hereditaments therein-after described, and thereby appointed and released, or intended so to be, with the Appurtenances, free from all Incumbrances whatsoever, at or for the Price or Sum of Eight hundred Pounds, and which said Piece or Parcel of Land formed Lot One out of several Lots of Land offered by the said *Francis Adams* the elder for Sale for building; and that the said *George John Hadow* had agreed with the said *Francis Adams* the elder, his Heirs and Assigns, to comply with and observe all and every the Conditions following, and to covenant with the said *Francis Adams* the elder, his Heirs and Assigns, for the Performance of such of them as were prospective, and which Conditions were as follow, that is to say, that any House or Houses to be built upon the said Piece of Land should be built according to Elevations approved of by *Mr. Adams* or his Architect; that the Position of such House or Houses should be that indicated upon the Map or Plan indorsed on the Second Skin of the Indenture of Appointment and Release now in recital, and therein-after more particularly mentioned or referred to; that any House or Houses so to be built should in no Case approach nearer to the Position marked upon the said Plan for the House or Houses upon the Lot adjoining than shown upon the said Plan; that the Stable Buildings should be confined to the Site or Sites assigned them in the said Plan, and should not exceed in Height from the Stable Road, including Roofs and Chimnies, Twenty-three Feet; that no Window should be placed in the Stable Buildings towards the Gardens of the respective Lots but to face the Stable Road; that the Boundary Walls between the respective Lots were not to exceed in Height Eight Feet from the Level of the lowest adjoining Garden, and should be erected by the Person first building, and one Moiety of the Costs thereof should be paid to him or her by the Lessee or Purchaser of the adjoining Lot upon the Execution of the Lease or Deed of Conveyance, or in case the said Boundary Wall should be built by the Purchaser of the adjoining Lot within Twenty-one Days after any such Boundary Wall should have been completed, by the Lessee or Purchaser of the Lot adjoining, such Moiety to be recoverable from the said *George John Hadow*, his Appointees, Heirs, Executors, Administrators, or Assigns, in the Nature of liquidated Damages; that no Erection or Building of any Kind whatever (except the Dwelling House and Stable Buildings aforesaid) should at any Time be built upon the said Lot above the Height of Twelve Feet from the Level of the adjoining Garden,
Roofs

Roofs and Chimnies included ; that the Front of the said Lot should be inclosed with Iron Railings, Gates, and Stone Pillars, according to a Plan to be approved of by Mr. *Adams* ; that any single House to be built on the said Lot should not be of less Value than Two thousand Pounds, nor any double House of less Value than Three thousand Pounds ; that the Fronts and Sides of the Buildings should be either entirely of Bathstone, or of Bathstone and Stucco to match in Colour, so arranged as to be approved of by Mr. *Adams* ; that the Roofs should be covered with Slate or Lead, and in no Case should Dormer Windows be made in the exterior Faces of Roofs, excepting when completely concealed by Parapets or in the back Fronts ; and that the said *Francis Adams* the elder had further agreed to return to the said *George John Hadow* a proportionate Part of his said Purchase Money in case the said *Francis Adams* the elder should sell within the Space of Two Years, to be computed from the Twenty-eighth Day of *June* then last past, either of the first Seven Lots for less than Eight hundred Pounds ; and also reciting that the Map or Plan indorsed on the Second Skin of the Indenture of Appointment and Release now in recital as aforesaid was a true and just Copy of a certain Map or Plan of a Close of Land called *Little Leadfield* or *Upper Lidfield*, situate at *Clifton* aforesaid, whereof the said Piece or Parcel of Land and Hereditaments therein-after described, and thereby appointed and released, or intended so to be, formed Part, and in which said Map or Plan the said Close of Land called *Little Leadfield* or *Upper Lidfield* was laid out in Lots for building, and the said Piece or Parcel of Land therein-after described, and thereby appointed and released, or intended so to be, was marked on such last-mentioned Map or Plan as being Lot Number One, as the said several Persons, Parties to the Indenture of Appointment and Release now in recital, did thereby respectively admit and acknowledge ; and also reciting that the said *Mary Shute Adams* and *Maria Adams*, for the greater Satisfaction of the said *George John Hadow*, had respectively consented to the Sale of the said Piece or Parcel of Land and Hereditaments therein-after described, and thereby appointed and released, or intended so to be, with the Appurtenances, so agreed to be made as aforesaid, and had respectively agreed to concur in and execute the Indenture of Appointment and Release now in recital ; and also reciting that the said *Robert Mathew Casberd* and *John Lowe*, as such Trustees of the said Term of One hundred Years as aforesaid, on the Application of the said *Mary Shute Adams*, had also respectively agreed to concur in and execute the Indenture of Appointment and Release now in recital in the Manner and to the Effect therein-after appearing ; it is by the Indenture of Appointment and Release now in recital witnessed, that in consideration of the Sum of Eight hundred Pounds to the said *Robert Mathew Casberd* and *John Lowe* as such Trustees as aforesaid, at the Request and by the Direction of the said *Francis Adams* the elder, and with the Consent of the said *Mary Shute Adams* and *Maria Adams*, (testified respectively as therein mentioned,) paid by the said *George John Hadow*, the said *Robert Mathew Casberd* and *John Lowe*, as such Trustees as aforesaid, by virtue of the said Power enabling them in that behalf, and also the said *Francis Adams* the elder and *Mary Shute* his Wife, and *Maria Adams*, did thereby respectively

respectively for ever release and discharge the said *George John Hadow*, his Appointees, Heirs, Executors, Administrators, and Assigns, and every of them, the said *Robert Mathew Casberd* and *John Lowe*, as such Trustees as aforesaid, at the Request and by the Direction of the said *Francis Adams* the elder, and with the Consent of the said *Mary Shute Adams* and *Maria Adams* (testified respectively as therein mentioned), and under and by virtue, and in pursuance, exercise, and execution of the said Power or Authority given and reserved to the said *Robert Mathew Casberd* and *John Lowe* in and by the said Indenture of Release of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and of every other Power or Authority whatsoever enabling them in that Behalf, did absolutely revoke, determine, and make void all and every the Uses, Trusts, Powers, and Provisoes whatsoever in and by the last-mentioned Indenture, and in and by all other Deeds and Assurances whatsoever, limited and declared of and concerning all and singular the said Piece or Parcel of Land and Hereditaments comprised in the same Indenture, and therein-after described, and thereby appointed and released, or intended so to be, and every Part thereof, with the Appurtenances; and it is by the Indenture of Appointment and Release now in recital also witnessed, that for the Considerations therein-before mentioned, and for nominal Considerations, the said *Robert Mathew Casberd* and *John Lowe*, as such Trustees as aforesaid, at the like Request and by the like Direction of the said *Francis Adams* the elder, and with the like Consent of the said *Mary Shute Adams* and *Maria Adams*, (testified respectively as aforesaid,) and by virtue and in further pursuance, exercise, and execution of the Power or Authority given to the said *Robert Mathew Casberd* and *John Lowe* in and by the said Indenture of Release of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and of every other Power or Authority whatsoever enabling them in that Behalf, did limit, declare, direct, and appoint that all and singular the said Piece or Parcel of Land and Hereditaments comprised in the same Indenture, and therein-after described, and duly appointed and released, or intended so to be, and every Part thereof, with the Appurtenances, should, from and immediately after the Execution of the Indenture of Appointment and Release now in recital, and at all Times for ever thereafter, be and remain, and that the said Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *August* One thousand eight hundred and thirty-five, and all other Deeds and Assurances whatsoever of or affecting the same, should respectively operate and enure to the several Uses and upon the Trust therein-after limited and declared of and concerning the same; and it is by the Indenture of Appointment and Release now in recital further witnessed, that for the Considerations therein-before expressed, and for nominal Considerations, the said *Robert Mathew Casberd* and *John Lowe*, as concerning any Estate or Interest vested in or accruing to them under or by virtue of the said Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *August* One thousand eight hundred and thirty-five, or otherwise (except the said Term of One hundred Years), at the Request and by the Direction of the said *Francis Adams* the elder, and with the

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Consent

Consent of the said *Mary Shute Adams* (testified respectively as aforesaid) did bargain, sell, and release, and the said *Robert Mathew Casberd* and *John Lowe*, as concerning the said Term of One hundred Years vested in them under or by virtue of the same Indenture of Release and Settlement as aforesaid, or otherwise howsoever, at the Request and by the Direction of the said *Mary Shute Adams* (testified as aforesaid), did surrender and yield up, and the said *Mary Shute Adams*, as concerning the said Annuity of Eight hundred Pounds given or limited to her by the same Indenture, and her beneficial Interest in the said Term of One hundred Years, and all other her Estate and Interest whatsoever, if any, with the Consent of the said *Francis Adams* the elder (testified as therein mentioned), did grant, bargain, sell, surrender, release, dispose of, and confirm, and the said *Francis Adams* the elder did grant, bargain, sell, release, and confirm, unto the said *George John Hadow*, and to his Heirs and Assigns, all that Piece or Parcel of Land One hundred and twenty-eight Feet in Width at the West End thereof, and Seventy-seven Feet in Width at the East End thereof, and Three hundred and three Feet or thereabouts in Depth, being Part and Parcel of the said Close called *Little Leadfield* or *Upper Lidfield*, the whole thereof containing by Estimation Four Acres Two Roods and Thirty-five Perches, more or less, situate, lying, and being in the Parish of *Clifton* in the County of *Gloucester* aforesaid, bounded in or towards the North by other Part of the said Field called *Little Leadfield*, distinguished on the said Map as Lot Two, on or towards the East by other Part of the same Field marked on the said Plan as an intended new Road, on or towards the South by a private Road, and on or towards the West by the Road leading from *Clifton* to *Durdham Down*, all which said Piece or Parcel of Land and Hereditaments were fully and accurately delineated in the said Map or Plan indorsed on the Second Skin of the Indenture of Appointment and Release now in recital, and were therein distinguished by a Green Colour, with their Appurtenances, to hold the same unto the said *George John Hadow* and his Heirs and Assigns for ever, to, upon, and for such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements, and generally in such Manner, as the said *George John Hadow* should at any Time or Times and from Time to Time by any Deed or Deeds to be executed in manner therein mentioned limit and appoint, and in default of and until such Limitation and Appointment to the Use of the said *George John Hadow* and his Assigns during his Life, with Remainder to the Use of the said *George Cooke*, his Heirs and Assigns, during the Life of the said *George John Hadow*, upon Trust for the said *George John Hadow* and his Assigns, with Remainder to the Use of the said *George John Hadow*, his Heirs and Assigns for ever; and in and by the said Indenture of Release now in recital the said *Francis Adams* the elder did, for himself, his Heirs, Executors, and Administrators, covenant with the said *George John Hadow*, his Appointees, Heirs, Executors, Administrators, and Assigns respectively, in manner following, (that is to say,) that in case the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, or the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, his Executors or Administrators, as such

such Trustees or Trustee of the said Indenture of Release and Settlement of the Twenty-second Day of *August* One thousand eight hundred and thirty-five as aforesaid, or any or either of them, should, at any Time before the Twenty-eighth Day of *June* One thousand eight hundred and thirty-eight, sell or dispose of, or cause or procure to be sold or disposed of, or contract for the Sale or Disposition of any One or more of the remaining Six Lots of the said First Seven Lots which were respectively indicated in the said Map or Plan indorsed on the said Second Skin of the said Indenture of Appointment and Release now in recital, and therein respectively denoted by the several Figures or Numbers One, Two, Three, Four, Five, Six, and Seven, at or for a less Price or Sum than the Sum of Eight hundred Pounds, then and in such Case the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, would forthwith, on Demand, thereafter pay or cause to be paid unto the said *George John Hadow*, his Executors, Administrators, or Assigns, a Sum of Sterling Money equal to the Difference between the said Sum of Eight hundred Pounds and the Price or Sum at or for which such Lot should be so sold in case only One of the said Seven Lots should be so sold as aforesaid, or between the said Sum of Eight hundred Pounds and the lowest Price or Sum at or for which any One of such Lots should be so sold in case more than One of the said Seven Lots should be so sold as aforesaid, such Sum of Sterling Money as aforesaid to be recovered by the said *George John Hadow*, his Executors, Administrators, or Assigns, from the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, in case of any Neglect or Refusal of him or them to pay the same on Demand as aforesaid, as or in the Nature of liquidated Damages; and also that in case the said *George John Hadow*, his Appointees, Heirs, or Assigns, should erect or build any Boundary Wall to separate the said Piece or Parcel of Land, Hereditaments, and Premises therein before described and thereby appointed and released, or intended so to be, from the said Lot numbered Two, adjoining thereto, then and in such Case and forthwith after the same Boundary Wall should be completed the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, would cause and procure one equal Moiety or Half Part of the Costs and Expences of erecting and building the said Boundary Wall to be paid to the said *George John Hadow*, his Appointees, Heirs, or Assigns, by the Person or Persons who should be the First Lessee or Lessees or Purchaser or Purchasers of the said Lot numbered Two, forthwith after the same should be leased or sold to any Person or Persons whomsoever; and in case such Person or Persons respectively should neglect or refuse to pay the same Moiety to the said *George John Hadow*, his Appointees, Heirs, or Assigns, by the Space of Twenty-one Days next after the Execution of any Lease or Leases or Conveyance or Conveyances of the said Lot numbered Two, to him or them, then and in such Case the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, would forthwith, on Demand, after the Expiration of such Twenty-one Days, pay the same Moiety unto the said *George John Hadow*, his Appointees, Heirs, or Assigns, such Moiety as aforesaid to be recovered by him or them the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, in case of any Neglect or Refusal by him or them to pay the same on Demand as aforesaid, as or in the

the

Indenture,
dated
4th Jan. 1837.

the Nature of liquidated Damages ; and in and by the said Indenture of Appointment and Release now in recital the said *George John Hadow* did for himself, his Heirs, Executors, and Administrators, covenant with the said *Francis Adams* the elder, his Heirs and Assigns, that the said *George John Hadow*, his Heirs and Assigns, would perform or cause to be performed all such or such Parts of the said several Conditions therein-before particularly mentioned and expressed relating to the Boundary Walls, Houses, and other Buildings to be erected on the said Piece or Parcel of Land, Hereditaments, and Premises therein-before described, and thereby appointed and released, or intended so to be, Plans and Elevations as were in their Nature prospective and to be thereafter performed by the said *George John Hadow*, his Appointees, Heirs, or Assigns, and were not or had not been then fully performed : And whereas by an Indenture bearing Date the said Fourth Day of *January* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Robert Mathew Casberd* and *John Lowe* of the First Part, the said *Francis Adams* the elder and *Mary Shute* his Wife of the Second Part, the said *Francis Adams* the younger and *Maria* his Wife of the Third Part, *Thomas Cole* Esquire of the Fourth Part, and *John Cole*, therein described, of the Fifth Part, after reciting the herein-before recited Indentures of the Twenty-first and Twenty-second Days of *August* One thousand eight hundred and thirty-five, and noticing the Solemnization of the said Marriage between the said *Francis Adams* the younger and *Maria* his Wife, and also reciting that the said *Francis Adams* the elder, with the Consent of his said Wife, and of the said *Maria Adams*, had requested and directed and did thereby request and direct the said *Robert Mathew Casberd* and *John Lowe*, such Requests, Directions, and Consents being testified as therein mentioned, to dispose of and convey by way of absolute Sale the aforesaid Two Closes of Land called *Leadfield* or *Lower Lidfield* and *Little Leadfield* or *Upper Lidfield*, and the Inheritance thereof in Fee Simple, in Lots, and to divide such Parts thereof as did not consist of Roads into Thirteen Lots as delineated on the Map or Plan thereunto annexed, and to make the Sale therein-after mentioned to the said *Thomas Cole*, and that at such Request and by such Direction and with such Consent as aforesaid, testified as aforesaid, the said *Robert Mathew Casberd* and *John Lowe* had agreed and did thereby agree with the said *Thomas Cole* for the absolute Sale to him of Lot Two, marked on the said Map or Plan, and the Inheritance thereof in Fee Simple, at the Price of Eight hundred Pounds, it is witnessed, that in consideration of the Sum of Eight hundred Pounds to the said *Robert Mathew Casberd* and *John Lowe* as such Trustees as aforesaid paid by the said *Thomas Cole*, they the said *Robert Mathew Casberd* and *John Lowe* by virtue and in exercise of the Power or Authority given or reserved to them by the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and of every other Power and Authority whatsoever enabling them in this Behalf, and at the Request and by the Direction of the said *Francis Adams* the elder, and with the Consent of the said *Mary Shute Adams* and *Maria Adams* (testified as therein mentioned), did absolutely revoke, determine, and make void all and every the Uses, Trusts, Powers, (except the Powers by the Indenture

now in recital exercised) and Provisoers by the last-mentioned Indenture and any other Indenture respectively limited and declared of and concerning the Piece or Parcel of Ground and Hereditaments therein-after described, and marked Two on the said Plan or Map, and did limit, declare, direct, and appoint that all that Piece or Parcel of Land marked Lot Two, containing One hundred and fifteen Feet in Breadth near the Centre, and One hundred and seventeen Feet in Breadth at the Front, or thereabouts, and Three hundred Feet in Depth, or thereabouts, being Part and Parcel of the aforesaid Two several Closes of Land adjoining together called respectively *Little Leadfield* or *Upper Lidfield* and *Leadfield* or *Lower Lidfield*, the larger Portion of which Piece of Land was Part of the said Close called *Little Leadfield* or *Upper Lidfield*, which said Piece of Land thereby appointed was bounded on or towards the North by other Part of the said Close of Land called *Lower Lidfield*, being Lot Three on the said Plan, on or towards the East by an intended Stable Road, on or towards the South by other Part of the said Close of Land called *Upper Lidfield*, being Lot One on the said Plan, and on or towards the West by the Turnpike Road leading from *Clifton* to *Durdham Down*, all which said Piece or Parcel of Land and Hereditaments were fully and accurately delineated on the said Map or Plan annexed to the Indenture now in recital, and were there distinguished by a Green Colour, with the Appurtenances, should thenceforth enure, remain, and be to such Uses, upon such Trusts, and for such Intents and Purposes, and under and subject to such Declarations, as the said *Thomas Cole* by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by him legally executed, should from Time to Time direct, limit, and appoint, and in default of and until such Direction, Limitation, or Appointment, to the Use of the said *Thomas Cole* and his Assigns for Life, without Impeachment of Waste, with Remainder to the Use of the said *John Cole*, his Heirs and Assigns, during the Life of the said *Thomas Cole*, but in Trust for the said *Thomas Cole* and his Assigns, and from and after the Determination of those Estates, to the Use of the said *Thomas Cole*, his Heirs and Assigns for ever; and after reciting the herein-before recited Indenture of the Ninth Day of *January* One thousand eight hundred and eight it is by the Indenture now in recital also witnessed, that for the Considerations aforesaid the said *Robert Mathew Casberd* and *John Lowe* (with the Consent of the said *Mary Shute Adams*) did assign and surrender unto the said *Thomas Cole*, his Heirs and Assigns, for the Residue of the said Term of One hundred Years limited by the last-mentioned Indenture the Hereditaments therein-before appointed to him, to the Intent that the Residue of the said Term might merge in the Fee; and in and by the said Indenture now in recital the said *Thomas Cole* did for himself, his Heirs, Executors, Administrators, and Assigns, covenant with the said *Robert Mathew Casberd* and *John Lowe*, their Executors and Administrators, that the said *Thomas Cole*, his Appointees, Heirs, Lessees, or Assigns, or any Person deriving Title under him, them, or any of them, should not nor would at any Time or Times thereafter erect any Messuage or Dwelling House upon any Part of the said Hereditaments thereby appointed other than and except upon the Portion for that Purpose denoted on the said Lot Two upon the said Map or Plan, nor erect any

[*Private.*]

such Messuage or Dwelling House nearer to the Position marked upon the said Plan for the House or Houses upon either of the said Lots adjoining Lot Two than was indicated on the said Plan by the Positions marked thereon for the House or Houses upon the said adjoining Lots, nor erect any Coach-house or Stable upon any Part of the said Hereditaments thereby appointed other than and except upon the Site or Sites marked on the said Plan for that Purpose, nor erect any such Coach-house or Stable of a greater Height, including Roofs and Tops of Chimnies, than Twenty-three Feet from the Surface of the Stable Road denoted on the said Map or Plan, nor put or set up upon any Part of the said Hereditaments thereby appointed any Erection or Building of any Kind whatsoever (except the Dwelling House or Houses and Coach-houses and Stables aforesaid) of a greater Height, including the Roofs and Tops of Chimnies, than Twelve Feet from the Level of the said Stable Road; and also that the said *Thomas Cole*, his Appointees, Heirs, or Assigns, would within Twelve Calendar Months from the Date thereof fence in and inclose the Front of the said Lot marked Two, facing the Road leading from *Clifton* to *Durdham Down*, with Iron Railings, Gates, and Stone Pillars, according to a Plan or Design which had been signed by the said *Thomas Cole* and *Francis Adams* the elder, and also that any One detached House that might be built on the said Lot Two should not be of less Value than Two thousand Pounds, and that any Two attached Messuages that might be built thereon should not be of less Value than Three thousand Pounds, and that the Front or Fronts and Sides of any such Dwelling House or Dwelling Houses should be composed either entirely of Bathstone or of Bathstone and Stucco of the same Colour, and that the Roof or Roofs of any such Dwelling House or Dwelling Houses should be covered either with Slate or Lead, and that no Dormer Windows should be made or placed in the exterior Face or Faces of any Roof or Roofs unless the same should be completely concealed by a Parapet or Parapets, except in the Back Front or Fronts of any such House or Houses; and that if the said *Thomas Cole*, his Appointees, Heirs, Lessees, or Assigns, or any Person or Persons deriving Title under him, them, or any of them, should commence erecting or building any such Dwelling House or Houses upon the said Lot Two prior to the Commencement of any Erection or Building upon both or either One of the Lots adjoining thereto, then and in such Case the Boundary Wall or Walls between the said Lot Two, and either or both of the said Lots adjoining thereto (as the Case might be) upon which no Erection or Building should have been commenced should be erected and built by the said *Thomas Cole*, his Appointees, Heirs, or Assigns, and that in case one or both of the Boundary Walls aforesaid should be built by the Purchaser or Purchasers of the Lot or Lots adjoining the said Lot Two, then the said *Thomas Cole*, his Appointees, Heirs, or Assigns, should and would, forthwith after such Boundary Wall or Boundary Walls should be completed, reimburse and pay unto the Person or Persons by whom the same should have been so built one equal Moiety or Half Part of the Costs and Expence of making and constructing the same; and the said *Francis Adams* the elder did thereby for himself, his Heirs, Executors, and Administrators, covenant with the said *Thomas Cole*, his Appointees, Heirs, and Assigns,

that

that if the said *Thomas Cole*, his Appointees, Heirs, or Assigns, should erect and build both or either of the said Boundary Walls separating Lot Two from Lots One and Three, then and in such Case, and forthwith after such Boundary Wall or Walls should be completed, the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, would cause and procure one equal Moiety or Half Part of the Costs and Expences of erecting and building the same to be paid to the said *Thomas Cole*, his Appointees, Heirs, or Assigns, by the Person or Persons who should be the First Lessee or Lessees, Purchaser or Purchasers of such Lots One and Three as should be separated from Lot Two by such Wall or Walls immediately after the same Lots should be leased or sold to any Person or Persons whomsoever, and if such Person or Persons should respectively neglect or refuse to pay the same Moiety to the said *Thomas Cole*, his Appointees, Heirs, or Assigns, for the Space of Twenty-one Days next after the Execution of any Lease or Leases, Conveyance or Conveyances, of the said Lots One and Three, or either of them, in relation to which the Case might arise, then and in such Case the said *Francis Adams* the elder, his Heirs, Executors, or Administrators, would forthwith, on Demand, pay the said Moiety unto the said *Thomas Cole*, his Appointees, Heirs, or Assigns: And whereas the Messuages or Tenements and Buildings and Pieces or Parcels of Land particularly mentioned and comprised in the Schedule to this Act are situate in the Parish of *Clifton* aforesaid, and are Part of the Hereditaments comprised in the said several Indentures of the Eighth and Ninth Days of *January* One thousand eight hundred and eight, and the Twenty-first and Twenty-second Days of *August* One thousand eight hundred and thirty-five, and include the several Lots of Land in the said Indentures of the Fourth Day of *January* One thousand eight hundred and thirty-seven, mentioned to have been offered by the said *Francis Adams* the elder for Sale for building: And whereas all or the greater Part of the Lands and Hereditaments comprised in the Schedule to this Act, from the general Situation thereof, and especially from their Vicinity to the City of *Bristol* and to the Villas and Buildings recently erected and now in progress of Erection around, have already become and are or in a short Time may be particularly eligible for Building Purposes: And whereas Land sold for Building Purposes will realize a much larger Amount of Purchase Money when sold in small Lots than when sold in large Lots: And whereas it would tend greatly to the advantageous Sale for Building Purposes of the said Lands and Hereditaments comprised in the said Schedule hereunder written, and be highly beneficial to all Persons interested therein, if the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors and Administrators of such Survivor, and other the Person or Persons for the Time being acting in execution of either of the said Powers of Sale contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, were enabled to lay out and appropriate any Part of the same Lands not comprised in the herein-before recited Indentures of the Third and Fourth Days of *January* One thousand eight hundred and thirty-seven, as and for Roads, Streets, Drains, Sewers, or Easements, or as and for Squares or open Spaces, and to purchase from the Owners of any Lands adjoining or near
unto

unto any of the said Lands comprised in the said Schedule to this Act any Rights of Road or other Easements or Conveniences over, in, or upon or under any such Lands so adjoining or near unto any of the said Lands comprised in the said Schedule to this Act, and to sell to any such Owners any Rights of Road or other Easements or Conveniences over, in, upon, or under any of the said Lands comprised in the said Schedule to this Act, and to exchange with any such Owners any Rights of Road or other Easements or Conveniences over, in, upon, or under any of the said Lands comprised in the said Schedule to this Act for any Rights of Road or other Easements or Conveniences over, in, upon, or under any Lands so adjoining or near unto the said Lands comprised in the said Schedule to this Act, and to sell any Part of the said Lands comprised in the said Schedule to this Act, under and subject to Covenants and Stipulations to be entered into or made on the Part of the Purchasers to build upon, lay, and set out, level, inclose, embank, fence, drain, or otherwise improve the Lands to be purchased, and upon any such Sale or Sales to reserve the Right of making and laying out any Roads, Sewers, Drains, or other Conveniences in, upon, under, or over the Lands to be sold, and to reserve any Rights of Road or any Rights of using any Sewers or Drains or any other Rights, Easements, or Conveniences in, upon, over, or under the Lands to be sold, and to grant unto the Purchasers of any Part or Parts of the said Lands any Rights of Road or of using or making any Sewers or Drains or other Conveniences or Easements, or any other Rights through, over, under, in, or upon any other Part or Parts of the same Lands, and to stipulate and agree with the Purchasers of any Part of the said Lands as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, and improved, and generally to sell and contract to sell the same Premises under and subject to such Reservations, Restrictions, Stipulations, Agreements, Rights, Easements, and Conveniences tending to the general Improvement of the same Lands or to the Improvement of any Part or Parts thereof, as they, he, or she shall think desirable; but it is apprehended that the said Powers of Sale contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five do not authorize Sales to be made with, under, and subject to such Reservations, Restrictions, Stipulations, Agreements, Rights, Easements, and Conveniences as are herein-before mentioned or referred to: And whereas it is expedient that the Titles of the said *George John Hadow* and *Thomas Cole* to the Lands so purchased by them respectively as aforesaid should be confirmed, so far as such Titles are defective by reason of all or any of the said Covenants, Stipulations, Restrictions, Reservations, and Agreements contained in the herein-before recited Indentures of the Fourth Day of *January* One thousand eight hundred and thirty-seven having been contained therein respectively: And whereas by reason of the Trusts and Limitations contained in the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five the aforesaid several Objects cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Francis Adams* the elder and *Mary Shute* his Wife, the said

said *Francis Adams* the younger and *Maria* his Wife, on behalf of themselves and their infant Daughter the said *Lucy Ducarel Adams*, and the said *Mary Shute Anne Adams* and *Charlotte Sophia Adams*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That if at any Time or Times after the passing of this Act any Part or Parts of the said Lands comprised in the said Schedule to this Act shall be sold either for Fee-farm Rents or for gross Sums of Money by virtue of or under either of the afore-said Powers of Sale respectively contained in the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, such Sale or Sales respectively may be made with or under and subject to Covenants or Stipulations to be entered into or made by or on the Part of the Purchaser or Purchasers to build upon, lay and set out, level, inclose, embank, fence, drain, or otherwise improve (in such Manner as may be agreed upon) the Lands to be purchased by him or them respectively, or any Part thereof, and to contribute towards the Expences of making and keeping in repair, ornamenting, and embellishing any Squares, or other open Spaces now or hereafter to be laid out and made in any Part or Parts of the said Lands comprised in the said Schedule to this Act, and of making and keeping in repair any Roads, Ways, Sewers, Drains, or other Conveniences now or hereafter to be laid out and made in, upon, over, through, or under any Part or Parts of the said Lands comprised in the said Schedule to this Act, or any Roads or Ways, Sewers, Drains, or other Conveniences which shall be purchased, or the Use or Enjoyment whereof shall be purchased, by virtue of the Power for that Purpose herein-after given, or with and under and subject to any of such Covenants or Stipulations; and that it shall be lawful for the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five of the said Powers of Sale respectively contained in the same Indenture, upon any such Sale or Sales of any Part or Parts of the said Lands comprised in the said Schedule to this Act to reserve the Right of making and laying out any Roads, Sewers, Drains, or other Conveniences in, upon, over, or under the Lands to be sold or any Part or Parts thereof at the Time of Sale or at any subsequent Time or Times to be fixed upon by them or him, and to reserve any Rights of Road at the Time of Sale or at any subsequent Time or Times to be fixed upon by them or him, or any Rights of using any Sewers or Drains or any other Rights, Easements, or Conveniences in, upon, over, through, or under the Lands to be sold, and to grant unto the Purchaser or Purchasers of any Part or Parts of the said Lands comprised in the said Schedule to this Act any Rights of Road, or of making or using any Areas, Vaults, Cellars, Sewers, Drains, or other Conveniences through, over, under, in, or upon any other Part or Parts then remaining unsold of the same Lands, or of using any Roads, Sewers, Drains, or other Conveniences which or the Right of Enjoyment

Trustees of Settlement of 22d Aug. 1835 empowered in making Sales to make them subject to certain Stipulations, &c.

[Private.]

whereof shall have been reserved through, over, under, in, or upon any Part or Parts of the same Lands which shall have been sold, and to grant unto such Purchaser or Purchasers any Right of Road or other Easements which shall have been purchased by the said *Robert Mathew Casberd* and *John Lowe* or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid, under Authority of the Power for that Purpose herein-after given, or to grant unto such Purchaser or Purchasers the Right of using or enjoying any of the same Rights of Road or other Easements, and that it shall be lawful for the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five of the said Powers of Sale respectively contained in the same Indenture, or for the said *Francis Adams* the elder, and after his Decease the said *Francis Adams* the younger, upon any such Sale or Sales as aforesaid, to stipulate and agree with the Purchaser or Purchasers of any Part or Parts of the said Lands comprised in the said Schedule to this Act, as to the Mode in which any Part or Parts of the same Lands which shall then remain unsold shall be built upon, laid out, used, or improved, and generally that any Sale or Sales under either of the said Powers of Sale shall or may be made with, under, and subject to such Covenants, Reservations, Restrictions, Stipulations, Agreements, Rights, Easements, and Conveniences as by the Trustees or Trustee for the Time being shall be considered to tend to the general Improvement of the said Lands comprised in the said Schedule to this Act, or to the Improvement of any Part or Parts thereof.

Power to set out and appropriate Parts of the Lands for Streets, Drains, Squares, and Sewers, &c.

II. And be it further enacted, That it shall be lawful for the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, and other the Trustees or Trustee for the Time being under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, of the said Powers of Sale respectively contained in the same Indenture, at any Time or Times after the passing of this Act, at the Request and by the Direction of the said *Francis Adams* the elder during his Life, and after his Decease then of the said *Francis Adams* the younger, with the Consent of the said *Mary Shute Adams* and *Maria Adams* during their respective Lives, to be testified by some Writing sealed and delivered by them, him, or her in the Presence of and attested by Two or more credible Witnesses, to set out, allot, and appropriate any Part or Parts of the said Lands comprised in the said Schedule to this Act, (either including or excluding the Sites of all or any of the Houses, Erections, or Buildings now standing and being or building and forming on the same Lands,) as and for Squares or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences, and to make and form into Squares or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences, the Lands so set out,

allotted, and appropriated as aforesaid, and also to divide the said Lands into such Lots, or in such Way and Manner as shall be thought most beneficial, and also to fence and inclose all or any of the Lots into which the said Lands shall be so divided as aforesaid, and also to grub up, cut, and take down all or any of the Hedges, Fences, Timber and other Trees and Underwood respectively growing and standing on the said Lands, or on any Part or Parts thereof, and to take down and remove all or any of the Houses, Buildings, and Erections now standing and being or building and forming on the said Lands; and also to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, all or any of the Materials composing all or any of the Houses, Buildings, Hedges, Fences, and Erections which shall be so taken down and removed, and also all or any of the said Timber and other Trees and Underwood which shall be so cut down, and also to use and apply the said Materials, Timber, and other Trees and Underwood, or any Part or Parts thereof respectively, in such Manner as shall be thought most beneficial for effectuating the Objects and Purposes of this Act, or any of them, and also to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, all or any of the Materials composing any House or Houses, Building or Buildings, or other Erection or Erections now standing and being on the said Hereditaments, with such Provisions for pulling down the House or Houses, Building or Buildings, or other Erection or Erections the Materials whereof shall be so sold and disposed of, and removing the Materials thereof, as shall be thought proper, and also to level all or any Part of the said Lands comprised in the said Schedule to this Act, and also to remove, fill up, arch over, cover in, stop, and divert any Mounds, Pits, Dykes, Ditches, Ponds, Drains, and Watercourses in or upon the said Lands comprised in the said Schedule to this Act, and also to dig, sell, and dispose of all such Gravel, Sand, Brick, Earth, Clay, and Stone, and other Earth, Soil, or Mineral, as it shall be found convenient to remove for effecting any of the Objects and Purposes of this Act, and generally, at such Request and by such Direction as aforesaid, from Time to Time to manage, alter, and improve the said Lands comprised in the said Schedule to this Act, or any of them, or any Part thereof, in such Manner as shall be thought most advantageous to the Persons beneficially interested therein.

III. And be it further enacted, That it shall be lawful for the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, and other the Trustees or Trustee for the Time being under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five of the said Powers of Sale respectively contained in the same Indenture, at any Time or Times after the passing of this Act, at such Request and by such Direction as herein-before is mentioned, with and out of any Monies which shall come to their or his Hands as such Trustees or Trustee as aforesaid, to purchase from the Owners of any Lands adjoining or near unto any of the said Lands comprised in the said Schedule to this Act, any Rights of Road or other Easements over, in, upon, or under any such

Power to purchase and sell or grant or exchange Rights of Way, &c.

such Lands so adjoining or near unto any of the said Lands comprised in the said Schedule to this Act, and to sell to any such Owners, or to the said *George John Hadow* and *Thomas Cole* or either of them, or to any Person or Persons who shall have previously purchased any Part of the Lands comprised in the said Schedule to this Act, or their several and respective Heirs or Assigns, for such Price or Prices as to them the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid shall seem reasonable, any Rights of Road or other Easements over, in, upon, or under any of the said Lands comprised in the said Schedule to this Act, or any Rights of Road or other Easements which shall have been previously purchased by the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, under the Authority of this present Power; or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, and to grant unto the said *George John Hadow* and *Thomas Cole* or either of them, or to any Person or Persons who shall have previously purchased any Part of the Lands comprised in the Schedule to this Act, or their several and respective Heirs, Appointees, or Assigns, any Rights of Road or other Easements over, in, upon, or under any of the said Lands comprised in the said Schedule to this Act, and for the Time being remaining unsold, or any Rights of Road or other Easements which shall have been previously purchased by the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, either in consideration of the Purchaser or Purchasers entering into such Covenants with the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, and their or his Heirs, as shall be agreed upon, to repair and keep in good Order and Condition, or to contribute such Sum or Proportion as shall be agreed on for or towards keeping in repair, good Order, and Condition the Roads, Sewers, Drains, or other Conveniences the Use or Enjoyment whereof shall be so granted, or in consideration of such Purchaser or Purchasers paying unto the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, a Sum or Sums of Money by way of Purchase Money, and also covenanting in manner herein-before mentioned to repair and keep in good Order and Condition, or to contribute towards keeping in repair, good Order, and Condition, the said Roads, Sewers, Drains, or other Conveniences the Enjoyment whereof shall be granted, and to exchange with any such Owners of adjoining Lands any Rights of Road or other Easements or Conveniences over, in, upon, or under any of the said Lands comprised in the said Schedule to this Act, for any Rights of Road or other Easements or Conveniences over, in, upon, or under any Lands adjoining or near unto the said Lands comprised in the said Schedule to this Act, and upon every or any such Exchange as aforesaid to give or receive any Sum or Sums of Money by way of Equality of Exchange; and that upon Payment of the Money arising by Sale of any such Rights or other Easements or to be received for
Equality

Equality of Exchange, or any Part thereof respectively, it shall and may be lawful to and for the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, and such other Trustees or Trustee as aforesaid, to give Receipts for the same, and that such Receipts shall be sufficient Discharges to the Person or Persons to whom the same shall be given for the Money therein respectively acknowledged or expressed to be received; and that such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not be afterwards answerable or accountable for any Loss, Misapplication, or Nonapplication, or be in anywise obliged or concerned to see to the Application thereof; and moreover, that all Rights of Road or other Easements which shall be purchased or taken in Exchange by the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid, under the Authority of this Act, shall (subject and without Prejudice to the Powers of Sale and Disposition contained in or extended by this Act) be settled and assured in such and the same Manner in all respects as the Hereditaments to be purchased with the Monies arising from Sales under the Power of Sale for gross Sums of Money contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five are thereby directed to be settled and assured.

IV. Provided always, and be it further enacted, That no Sale of any Land, or of any Right of Road or other Easement which shall be sold to any Purchaser or Purchasers of any Part of the said Lands comprised in the said Schedule to this Act, shall be rendered valid by virtue of this Act unless the Deed of Appointment or Grant executed for the Purpose of conveying such Land, Right of Road, or other Easement to the Purchaser or Purchasers thereof shall within Three Calendar Months after the Day of the Date thereof be enrolled of Record in Her Majesty's Court of Common Pleas at *Westminster*.

Provision as to Inrolment of Deeds of Conveyance.

V. Provided always, and be it further enacted, That the Covenants, Reservations, Restrictions, Stipulations, and Agreements which shall be inserted or contained in the Deed of Appointment or Grant which shall be executed by the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee for the Time being as aforesaid, for conveying the Land, Right, or Easement sold to the Purchaser or Purchasers thereof, shall be deemed to be all the Covenants, Reservations, Restrictions, Stipulations, and Agreements with, under, and subject to which the Sale was made.

The Stipulations, &c., contained in the Deeds of Conveyance to be deemed all the Stipulations, &c. under which the Sale was made.

VI. And be it further enacted, That the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, and other the Person or Persons for the Time being acting in execution of either of the said Powers of Sale contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, do and shall apply the aforesaid Two several Sums of Eight hundred Pounds and

Application of the Monies arising from Sales, &c.

[*Private.*]

Eight hundred Pounds, and every Part thereof respectively, and all and singular the Monies to arise by any such Sale or Sales as aforesaid, or to be received for Equality of Exchange as aforesaid, and all other the Monies (except Rents, Issues, and Profits) which have come or shall come to their or his Hands under or by virtue of the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, or this Act, in manner following; that is to say, in the first place, with and out of the said Monies to pay and discharge the Costs, Charges, and Expences preparatory to and attending the applying for, obtaining, and passing this Act, and all the Costs, Charges, and Expences of or attending or in anywise relating to the effecting of such Sales, Exchanges, Grants, Allotments, Appropriations, and Improvements as aforesaid, and of purchasing any such Rights of Road or other Easements as aforesaid, and of all or any of the other Objects and Purposes which they and he are and is hereby authorized to carry into effect; and, after answering and satisfying the Trusts and Purposes aforesaid, to apply, lay out, and invest the Surplus or Residue which shall from Time to Time remain of the said Trust Monies in such and the same Manner as was directed and expressed by and in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five with respect to the Monies arising by the Partition, Sale, or Exchange of Lands under or by virtue of the same Indenture.

The Court may make Order for taxing the Costs.

VII. Provided always, and be it further enacted, That it shall and may be lawful for the High Court of Chancery from Time to Time, upon the Petition of any Person or Persons who for the Time being shall be beneficially entitled to or interested in the Rents and Profits of the said Lands comprised in the said Schedule to this Act, or who would have been so entitled thereto in case the same remained unsold, or if any such Person or Persons shall be an Infant or Infants, then upon the Petition of his, her, or their Guardian or Guardians to make such Order or Orders as the said Court shall think fit for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs, Charges, and Expences of or relating to the Applications to be made to the said Court under this present Provision.

Sales to Hadow and Cole to be confirmed after Inrolment of Deeds of Conveyance.

VIII. And be it further enacted, That in case the said *George John Hadow* and *Thomas Cole* respectively, or their respective Heirs or Assigns, shall, within Three Calendar Months after the passing of this Act, cause and procure the said Deeds of the Fourth Day of *January* One thousand eight hundred and thirty-seven respectively to be enrolled of Record in Her Majesty's Court of Common Pleas at *Westminster*, the Titles of the said *George John Hadow* and *Thomas Cole* respectively, and of their respective Heirs and Assigns, or the Title of such one of them, or of the Heirs or Assigns of such one of them whose Deed shall be so enrolled as aforesaid to the Lands, Hereditaments, and Premises comprised in the said Indentures of the Fourth Day of *January* One thousand eight hundred and thirty-seven respectively, shall, immediately after such Enrolment as aforesaid, be ratified and confirmed, so far as such Titles respectively, or either of them, are or is defective by reason of all or any of the said Covenants,

Stipulations, Restrictions, Reservations, and Agreements herein-before mentioned to have been contained in the said Indentures of the Fourth Day of *January* One thousand eight hundred and thirty-seven respectively having been contained therein respectively; and the last-mentioned Indentures respectively shall be considered, deemed, and taken to have been from the respective Times of the Execution thereof as valid and effectual to and for all Intents and Purposes as if such Covenants, Stipulations, Restrictions, Reservations, and Agreements had not been contained therein respectively.

IX. And be it further enacted, That in case the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five of the said Powers of Sale respectively contained in the same Indenture, or the said *Francis Adams* the elder or *Francis Adams* the younger, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Purchaser or Purchasers of any Part or Parts of the said Lands comprised in the said Schedule to this Act as to the Mode in which any other Part or Parts of the same Lands shall be built upon, laid out, used, or improved, and the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid, shall, after such Covenant or Covenants shall have been entered into, sell such other Part or Parts of the same Lands or any Part or Parts thereof, then and in such Case, and immediately after such Enrolment as herein-before is directed of the Deed of Appointment conveying such other Part or Parts of the same Lands, or any such Part or Parts thereof as aforesaid, the Liability of the said *Robert Mathew Casberd* and *John Lowe*, or of the Survivor of them, or of the Executors or Administrators of such Survivor, or of such other Trustees or Trustee as aforesaid, or of the said *Francis Adams* the elder or *Francis Adams* the younger, and of each and every of them, and their respective Heirs, Executors, and Administrators, upon any such Covenant or Covenants respectively, so far as the same shall relate to the Lands which shall have been so sold as last aforesaid, shall (subject and without prejudice to any Rights of Action which previously to such Enrolment as last mentioned shall have accrued by reason of any prior Breach or Breaches of Covenant,) cease and absolutely determine; and from thenceforth the Purchaser or Purchasers of such other Part or Parts of the same Lands, or of such Part or Parts thereof as shall have been so sold as last aforesaid, his, her, or their Heirs, Executors, and Administrators, shall, in respect of the Land so purchased by him, her, or them, but no further or otherwise, be liable to the Covenantee or Covenantees, his, her, or their Heirs and Assigns, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Heirs, Executors, or Administrators, would otherwise have been liable, and as the said Purchaser or Purchasers, his, her, or their Heirs, Executors, or Administrators, would have been liable, in case such Purchaser or Purchasers had originally entered into such Covenant or Covenants instead of the said

For removing the Liability of the Trustees under any Covenant on a former Sale to Purchasers under any subsequent Sale.

said original Covenantors or Covenantor; and that all such Covenants shall be held binding in Law as aforesaid upon all Persons whomsoever at any Time hereafter claiming the Lands so purchased by Appointment or Conveyance from, through, or under such Purchaser or Purchasers, his, her, or their Heirs, Appointees, or Assigns, in respect of the Estate or Estates of such Person or Persons so claiming respectively, and whilst he, she, or they respectively shall have or claim such Estate or Estates respectively, but no further or otherwise.

Trustees
Covenants on
any Sale as
to the Mode
in which any
other Part of
the Land
should be
built upon,
&c. to run
with the
Land.

X. And be it further enacted, That in case the said *Robert Mathew Casberd* and *John Lowe*, or the Survivor of them, or other the Trustees or Trustee for the Time being under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five of the said Powers of Sale respectively contained in the same Indenture, or the said *Francis Adams* the elder or *Francis Adams* the younger, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Purchaser or Purchasers of any Part or Parts of the said Lands comprised in the said Schedule to this Act, as to the Mode in which any other Part or Parts of the same Lands shall be built upon, laid out, used, or improved, the Benefit of such Covenant or Covenants shall run with the Land purchased, so as to be enjoyed by every Person taking either under the Covenantee or Covenantees or under any Act of the Covenantee or Covenantees, and whether the Title of such Person shall arise by way of Transfer of Seisin, or by way of Use, or under the Exercise of any Power or Powers, or otherwise.

Purchasers
Covenants to
build, &c. to
run with the
Land for the
Benefit of
subsequent
Purchasers.

XI. And be it further enacted, That all Covenants already or hereafter to be entered into by the said *George John Hadow* and *Thomas Cole*, or any other Purchaser or Purchasers, to build upon, lay or set out, level, inclose, embank, fence, drain, improve, or use the Lands purchased or to be purchased by him or them, or to contribute towards the Expences of making or keeping in repair, ornamenting, or embellishing any Squares or other open Spaces now or hereafter to be laid out and made in or upon any Part of the said Lands comprised in the said Schedule to this Act, or of making or keeping in repair any Roads, Ways, Sewers, Drains, or other Conveniences now or hereafter to be laid out and made in, upon, through, over, or under any Part of the same Lands, or to be purchased by virtue of the Power for that Purpose herein-before contained, shall be deemed to run and shall run with the Land so purchased and to be purchased, and shall bind the Purchaser or Purchasers thereof, his, her, and their Heirs, Executors, Administrators, Appointees, and Assigns.

Actions
under any
Covenant not
to be main-
tainable, un-
less the Deed
of Convey-
ance shall
have been
enrolled.

XII. Provided always, and be it further enacted, That no Action shall be maintainable by virtue of this Act by or against the said *George John Hadow*, his Heirs, Appointees, or Assigns, or by or against the said *Thomas Cole*, his Heirs, Appointees, or Assigns, or by or against any Purchaser or Purchasers of any Part or Parts of the said Lands comprised in the said Schedule to this Act, or his, her, or their respective Heirs, Executors, Administrators, Appointees, or Assigns

Assigns respectively, unless the Deed of Appointment, Grant, or Conveyance by the Trustees or Trustee for the Time being under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five of the Powers of Sale in the same Indenture contained to the Person or Persons by or against whom, or by or against whose Heirs, Executors, Administrators, Appointees, or Assigns, such Actions shall be brought, shall have been enrolled in the Manner herein-before respectively provided.

XIII. And be it further enacted, That the said Powers of Sale respectively contained in the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and all the Powers, Clauses, and Provisions in this Act contained, so far as they or any of them respectively can be applicable, shall extend and apply, and be deemed, construed, and taken to extend and apply, to all Lands which shall be purchased with the said Sums of Eight hundred Pounds, or either of them, or any Part thereof respectively, or any Monies to arise by any Partition or Partitions, Sale or Sales, Exchange or Exchanges which shall be made under the Powers of Partition, Sale, and Exchange contained in the last-mentioned Indenture, or any of the Powers given by this Act, and to all Lands which under the Power in that Behalf contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five shall be taken in exchange for any of the Lands comprised in the said Schedule to this Act, provided the Lands so to be purchased or taken in exchange respectively shall adjoin or be near to any of the Lands comprised in the said Schedule to this Act.

Provisions of this Act to extend to Lands which may be purchased with the said Sums of 800*l.*, &c.

XIV. Provided also, and be it further enacted, That this Act shall not, nor shall any thing herein contained, be construed or deemed or taken to revoke, annul, suspend, prejudice, lessen, or affect the Powers contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, or any of them, except so far as the same may be defeated or affected by the Exercise of any of the Powers of this Act.

Powers in Settlement of 22d Aug. 1835 not to be affected.

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Francis Adams* the elder, the said *Mary Shute Adams*, the said *Francis Adams* the younger and his Heirs, the said *Maria Adams* and all and every the Children and Child of the said *Francis Adams* the younger by the said *Maria Adams*, and the Heirs of the respective Bodies of all and every such Children and Child, the said *Mary Shute Ann Adams* and *Charlotte Sophia Adams*, the said *Robert Mathew Casberd* and *John Lowē*, their Heirs, Executors, and Administrators respectively, in respect of the Estates limited to them by the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, the said *Henry Moxon* and *Francis Lowe*, their Executors and Administrators, the said *John Moore Paget* and *Francis Ridout Ward*, their Executors and Administrators, and all

General Saving.

[*Private.*]

and every other Persons and Person claiming or to claim any Estate, Right, Title, Interest, or Charge at Law or in Equity of, in, to, or upon the said Lands comprised in the said Schedule to this Act or any of them; or any Part thereof, under or by virtue of the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Lands comprised in the said Schedule to this Act, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

Copy of the
Act printed
by the
Queen's
Printers to
be Evidence.

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

The SCHEDULE to which the Act refers.

Tenants Names.	Particulars of the Premises.	Quantities of Land.	
Samuel Fuller -	Two Thirds of the Manor of Clifton, with the Appurtenances.	A. R. P.	
	A Strip of Land, Part of a Close of Meadow or Pasture Land called Summer Trinmore, formerly said to contain by Estimation Ten Acres and Twenty-five Perches or thereabouts, adjoining the Dwelling House of Samuel Fuller, containing about	0 0 35	
	Another Strip of Land, also Part of the said Close called Summer Trinmore, and adjoining the Road leading from the Clifton Turnpike to Redland, containing about N.B.—The remaining Part of this Close has been sold to the Bristol and Clifton Zoological Society.	0 0 17	
	Another Close of Meadow or Pasture Land called the Foxholes, formerly containing by Estimation Five Acres and Twenty-nine Perches, but Two Roods and Fourteen Perches whereof has been also sold to the said Society, and the Part remaining unsold contains about	4 2 15	
	A Close of Meadow or Pasture Ground called West Ground or Little West Ground, containing by Estimation	2 2 26	
	A Close of Meadow or Pasture Ground called the Four Acres, containing by Estimation	3 3 37	
	A Close of Meadow or Pasture Ground called the Five Acres and Four Acres, and also called the Five Acres and Great West Ground, containing together by Estimation	8 3 37	
	And a Messuage or Farmhouse and Garden and Out-buildings. All which said Closes of Land and Dwelling House are now in the Occupation of the said Samuel Fuller.		
	William Hain -	A Close of Meadow or Pasture Land called South Ground, containing by Estimation	3 3 10
		Two Third Parts of another Close of Meadow or Pasture Land, also called South Ground, containing by Estimation	2 0 33
A Close of Meadow or Pasture Land called Home Ground or North Ground, containing by Estimation		5 0 28	
A Limekiln and Yard, containing by Estimation		0 1 26	
A Messuage or Dwelling House called White Lady House, with the Garden adjoining, containing		1 0 0	
Two Third Parts of a Close of Meadow or Pasture Ground called Welsh Leazes or Nearer Welsh Leazes, containing by Estimation		7 3 37	
Two Third Parts of another Close of Meadow or Pasture Land called Lower Welsh Leazes, containing by Estimation		3 0 18	
A Close of Meadow or Pasture Land called the Deans, containing by Estimation. All which said last-mentioned Premises are now let to Mr. William Hain.		2 3 20	

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23

Tenants Names.	Particulars of the Premises.	Quantities of Land.
John Carter -	A small Paddock called Orchard Close, with the Messuages or Tenements, Shops, Sheds, Stables, and Coach-houses lying near to or adjoining the same, and also a Messuage or Dwelling House and Brewery, with the Shops and Counting-house lately erected by John Carter.	A. R. P.
	And also certain Premises adjoining thereto, known as the Post Office, now let to the said John Carter.	
	A Close of Meadow or Pasture Land called Withy Bed or Deans, containing by Estimation - - - - -	4 3 33
	And One Sixth Part of a Piece of Land uninclosed, in a Field adjoining Millmoat Paddock, containing by Estimation - - - - -	0 3 17
John Burt -	Cottage, Garden, and Close of Land called Trinmore, containing by Estimation - - - - -	7 0 10
In hand -	A Close of Meadow or Pasture Land called Leadfield or Lower Lidfield, as the same is now laid out for building, save and except so much and such Part thereof as hath been sold off and conveyed to the said George John Hadow and Thomas Cole respectively, or either of them, and containing - - - - -	5 1 23
John Emeny -	A Close of Meadow or Pasture Land called the Ten Acres, formerly containing by Estimation Nine Acres Three Roods and Eight Perches, except a small Strip thereof containing Eleven Perches, which has since been sold, and the same now contains by Estimation - - - - -	9 2 37
In hand -	A Piece or Parcel of Land called Little Leadfield or Upper Lidfield, as the same is now laid out for building, save and except so much and such Part thereof as hath been sold off and conveyed to the said George John Hadow and Thomas Cole respectively or either of them, and containing by Estimation - - - - -	4 2 35
Thomas Hecks	A Piece or Parcel of Meadow Ground called Long Croft, containing by Estimation - - - - -	2 0 0
William Morgan	Two Closes of Meadow or Pasture Land called Lanesfield, formerly in Two Pieces, and containing together by Estimation - - - - -	6 1 22
— Chilcott -	A Piece or Parcel of Land called Calves Close, containing by Estimation - - - - -	1 2 38
Joseph Curtain	A Piece or Parcel of Meadow or Pasture Land called Millmott, formerly Millmott Paddock - - - - -	0 3 12
	And a Slaughterhouse and Close of Meadow or Pasture Land called Lowridge, formerly Lawridge, containing by Estimation - - - - -	3 3 35
Mrs. Crocker -	A Piece or Parcel of Meadow Land called the Withy Bed or Dipyeats, containing by Estimation - - - - -	3 0 6
Thomas Biggs -	A Messuage or Dwelling House, known as the Dove House, situate in Dowry Square in the Parish of Clifton, together with a Coach-house and Stables in the said Square	
— Warne -	Two Thirds of a Close of Land, Part of Batten's Wood, containing by Estimation Thirty-nine Perches, now let to Mr. Warne - - - - -	0 0 39

Thomas Foster.