



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 26.

An Act to settle Estates in the Counties of *Cornwall* and *Devon* devised by the Will of the late Right Honourable *Richard Hussey* Baron *Vivian* deceased, dated the Twenty-fourth Day of *September* One thousand eight hundred and forty-one, and thereby directed to be settled, and to enable the Trustees of such settled Estates to carry into effect an Agreement to grant a Building Lease of Part of such devised Estates to the *West Cornwall* Railway Company; and for other Purposes. [20th August 1853.]

WHEREAS the Right Honourable *Richard Hussey* Baron *Vivian*, late of *Glynn* and *Truro* in the County of *Cornwall*, a Lieutenant-General in Her Majesty's Army, and a Knight Commander of the Most Honourable Military Order of the *Bath*, deceased, by his last Will and Testament in Writing, dated the Twenty-fourth Day of *September* One thousand eight hundred and forty-one, and duly executed and attested, after bequeathing certain specific and pecuniary Legacies, gave, devised, and bequeathed, and,

Will of
Baron
Vivian,
dated 24th
Sept. 1841.

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in exercise and execution of a certain Power or Authority for that Purpose given or limited to him by a certain Indenture or Articles of Copartnership dated the Tenth Day of *February* One thousand eight hundred and thirty-one, and made between himself of the First Part, *John Henry Vivian* of the Second Part, *James Palmer Budd* of the Third Part, and *Octavius Williams* of the Fourth Part, being the Articles of Copartnership entered into upon the Admission of the said *James Palmer Budd* and *Octavius Williams* into Partnership with the said Testator and the said *John Henry Vivian* in the Copper Works at or near *Swansea* in the County of *Glamorgan*, called the *Hafod* Copper Works, and in the Trades and Businesses of Copper Smelters and Copper Rollers, then carried on by them in Copartnership together at the same Works, and also in the Trades or Businesses of Merchants and Ship Owners, then also carried on by them in Copartnership together, and by force and virtue of such Power or Authority, and of every other Power and Authority enabling him in that Behalf, directed and appointed all and every his Part, Share, and Proportion of and in the said joint Trades or Businesses, and the Capital thereof, and the Gains and Profits arising therefrom, and the Goods, Debts, Estate, and Effects belonging, due, or owing to the said Copartnership, including all his Part, Share, and Proportion, Estate, and Interest of and in all such Real and Leasehold Estates as were or should be Part or Parcel of the Estate and Effects or Capital of or vested in the said Copartnership or joint Trades or Businesses, and also all the Freehold, Copyhold, and Leasehold Manors, Messuages, Lands, Tenements, Hereditaments, and Estates whatsoever, and wheresoever situate, whereof, wherein, or whereto he the said Testator, or any Person or Persons in trust for him, was or were, or at the Time of his Decease should or might be, seised, possessed, or entitled for any Estate or Interest whatsoever, or over which he the said Testator had any Power of Appointment or Disposition whatsoever, including all such Hereditaments and Estates as he might have contracted to purchase, and as might not have been conveyed to him, and also including all Hereditaments and Estates vested in him by way of Mortgage, Security, or Trust, and also all his Monies, Stocks, Funds, and Securities for Money, and all his Household Goods and Furniture, Books, China, Glass, Plate, Wines, Liquors, Pictures, Prints, Snuff Boxes, Swords, Medals, Crosses, and the Insignia of the several Orders of which he the said Testator was or might or should be a Member, and all the Rest, Residue, and Remainder of his Real Estate, Goods, Chattels, and Personal Estate and Effects whatsoever and wheresoever, and of what Nature or Kind soever the same might be, not otherwise by him given, devised, bequeathed, or disposed of, and all his Estate and Interest therein, unto and to the Use of *Sir William Gosset*, a Colonel in Her Majesty's Corps of Royal Engineers, and a Com-
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panion of the Most Honourable Military Order of the Bath (since deceased) the said Testator's Brother *John Henry Vivian*, and *Octavius Williams* of *Truro* in the County of *Cornwall*, Esquires, their Heirs, Executors, Administrators, and Assigns respectively, according to the respective Natures of the Tenures thereof respectively, nevertheless upon the several Trusts therein-after expressed and declared of and concerning the same respectively, (that is to say,) as to the Hereditaments and Estates vested in him as a Trustee upon trust to stand seised and possessed of the same respectively upon the Trusts thereof respectively, and as to the Hereditaments and Estates vested in him by way of Mortgage or Security, upon trust to receive the Principal Money and Interest and other Personal Estate due thereon, and to give Receipts for the same when paid, and to reconvey, re-assign, and re-assure the same Hereditaments and Estates respectively when the Principal Money and Interest and other Personal Estate secured thereon should be fully paid and satisfied, and as to, for, and concerning all his said Part, Share, and Proportion of and in the said Copartnership or joint Trades and Businesses and the permanent Capital thereof, as shown by his "Account in Company" with the said Copartnership entered in the Books thereof, and the Goods, Debts, Estate, and Effects belonging, due, or owing to the said Copartnership, including his Part, Share, and Proportion of all such Freehold, Copyhold, and Leasehold Estates as were or should be Part or Parcel of the Estate and Effects or Capital of or vested in the said Copartnership or joint Trades or Businesses, and also as to, for, and concerning all the Freehold, Copyhold, and Leasehold Hereditaments and Estates therein-before devised and bequeathed whereof no Trusts had therein-before been declared, and also as to, for, and concerning all other his Residuary Real Estate, Goods, Chattels, and Personal Estate and Effects, upon trust that they the said *Sir William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should stand and be seised and possessed of and interested in the same respectively upon the Trusts therein-after expressed and declared of and concerning the same respectively, (that is to say,) upon trust that they the said Trustees or Trustee for the Time being should with all convenient Speed after the said Testator's Decease make Sale and dispose of all such Parts of his said Residuary Personal Estate as should be in their Nature saleable (other than and besides his Leasehold Estates, and his Part, Share, and Proportion of the said Copartnership or joint Trades and Businesses and the permanent Capital thereof, and the Gains and Profits arising therefrom, and the Goods, Debts, Estate, and Effects belonging, due, or owing to the same, and also save and except the Household Furniture in his Mansion House at *Glynn* at the Time of his Decease; his Plate, Family and other Pictures, Prints, printed Books,
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Snuff Boxes, Swords, Medals, Crosses, and the Insignia of the several Orders of which he was or should be a Member, and also save and except all the live and dead Stock and Crops which should or might be in or upon any Lands in his own Occupation at the Time of his Decease; and therein-after bequeathed to his said Son *Charles Crespigny Vivian* (now the Right Honourable *Charles Crespigny Baron Vivian*), in case he should choose to occupy such Lands, but not otherwise,) and should collect, get in, and receive all such Parts of his said Residuary Personal Estate and Effects as should not be in their Nature saleable (other than and besides as aforesaid), and should out of the Monies to arise from such Sale, and so to be collected, got in, and received, pay and satisfy all his Funeral and Testamentary Expenses and just Debts, as well due on any Mortgage or Mortgages or by Specialty or otherwise howsoever (other than and besides his Share of the Debts which were or should be due or owing from the said Copartnership or joint Trades or Businesses, and the Sum of Fifteen thousand Pounds which he had covenanted to pay by the Settlement made on the Marriage of his said Son *Charles Crespigny*, now Baron *Vivian*, with his late Wife, and the Interest thereof, and also pay and satisfy the several Legacies and Bequests by the now-reciting Will given, bequeathed, or made, or to be given, bequeathed, or made by any Codicil or Codicils thereto, and also any Sum or Sums of Money and Interest he had already agreed or become liable or might agree or become liable to give or pay for the Purchase of any Freehold, Copyhold, or Leasehold Estate or Estates the Purchase or Purchases whereof should thereafter be completed, or so much of such Purchase Money or Monies and Interest as should remain unpaid or become due at or after his Decease; and, subject to the Trusts aforesaid, the said Testator declared that his said Trustees or Trustee should from Time to Time lay out and invest all the Residue of the Monies which should arise from the Sale of or should be collected, got in, and received from his Residuary Personal Estate (other than and besides and except as aforesaid), if the whole thereof should not be paid, applied, or disposed of as aforesaid, in the Names or Name of them the said Trustees or Trustee for the Time being, in or upon the Securities therein mentioned, with Power from Time to Time to alter, vary, and transpose such Securities at Discretion; and the said Testator declared his Will to be, that the said Trustees or Trustee for the Time being should stand and be seised and possessed of and interested in all the Stocks, Funds, and Securities and other Investments in or upon which the said several last-mentioned Trust Monies aforesaid should be invested as aforesaid, or of which he the said Testator might die possessed as aforesaid, and the Monies invested thereon and therein, and also of and in all his Part, Share, and Proportion of and in the said Copartnership or joint Trades or Businesses and the Capital thereof, and the Gains
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and Profits arising therefrom, and the Goods, Debts, Estate, and Effects belonging, due, or owing to the said Copartnership, and also of and in all the said Freehold, Copyhold, and Leasehold Hereditaments and Estates therein-before devised and bequeathed whereof no Trusts had therein-before been declared, upon the Trusts therein-after mentioned, (that is to say,) upon trust yearly and every Year, in the meantime and until the Decease or Second Marriage of his said Wife *Letitia Lady Vivian*, or the Expiration or Determination of the said Copartnership or joint Trades or Businesses, (whichever of the said Events should first happen,) by, from, and out of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits of the said last-mentioned several Premises respectively, to levy and raise One Annuity or clear yearly Sum of One thousand five hundred Pounds, and to pay the same unto his said Wife or her Assigns, for her or their own Use and Benefit, and upon further trust, in case his said Wife should happen to marry again during the Continuance of the said Partnership, yearly and every Year, in the meantime until the Decease of his said Wife or the Expiration or Determination of the said Copartnership or joint Trades or Businesses (whichever of the said Events should first happen), by, from, and out of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid, to levy and raise One Annuity or clear yearly Sum of One thousand Pounds, and to pay the same unto his said Wife or her Assigns for her or their own Use and Benefit, and upon further trust, yearly and every Year, in the meantime and until the Decease of his eldest Son *Charles Crespigny*, now *Baron Vivian*, or the Expiration or Determination of the said Copartnership or joint Trades or Businesses aforesaid, (whichever of the said Events should first happen,) to levy and raise, by, from, and out of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid, One Annuity or clear yearly Sum of One thousand five hundred Pounds, and to pay the same unto his said Son *Charles Crespigny*, now *Baron Vivian*, and his Assigns, for his or their own Use and Benefit, and upon further trust, yearly and every Year, in the meantime and until the Decease of the said Testator's Second Son *John Cranch Walker Vivian*, or the Expiration or Determination of the said Copartnership or joint Trades or Businesses aforesaid, (whichever of the said Events should first happen,) to levy and raise, by, from, and out of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid, One Annuity or clear yearly Sum of Five hundred Pounds, and to pay the same unto his said Son *John Cranch Walker Vivian* or his Assigns, for his or their own Use and Benefit, and upon further trust, yearly and every Year, in the meantime and until the Decease of his Daughter *Jane Frances Ann Vivian*, or the Expiration or Determination of the said Copartnership or joint Trades or Businesses,

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(whichever of the said Events should first happen,) to levy and raise, by, from, and out of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid, One Annuity or clear yearly Sum of One hundred Pounds, and to pay the same unto his said Wife so long as his said Daughter *Jane Frances Ann Vivian* should continue to reside with her, and afterwards unto his said Daughter or her Assigns, for her or their own Use and Benefit, and upon further trust, yearly and every Year, in the meantime and until the Decease of his Daughter *Lalage Letitia Caroline Vivian*, or the Expiration or Determination of the said Copartnership or joint Trades or Businesses, (whichever of the said Events should first happen,) to levy and raise, by, from, and out of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid, One Annuity or clear yearly Sum of One hundred Pounds, and to pay the same unto his said Wife, to be applied for or towards the Maintenance, and Education, Benefit, or Advantage of the said *Lalage Letitia Caroline Vivian* so long as she should be under Age, and afterwards unto his said Wife so long as the said *Lalage Letitia Caroline Vivian* should continue to reside with her, and afterwards then unto his said Daughter or her Assigns, for her or their own Use and Benefit, and upon further trust, yearly and every Year, by, from, and out of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid, to levy and raise, for each and every other Child of his Body on the Body of his said Wife *Lady Letitia Vivian* begotten or to be begotten, in the meantime and until the Expiration or Determination of the said Copartnership or joint Trades or Businesses aforesaid, or until such Child should depart this Life, (whichever of the said Events should first happen,) One Annuity or clear yearly Sum of One hundred Pounds, and to pay the same as therein mentioned, and upon this further trust, in case the said Monies to arise from the Personal Estate of the said Testator therein-before directed to be collected, sold, disposed of, and converted into Money as aforesaid should be insufficient to pay all his Funeral and Testamentary Expenses and just Debts, as well due on any Mortgage or Mortgages or by Specialty or otherwise howsoever, other than and besides his Share of the Debts which were or should be due or owing from the said Copartnership or joint Trades or Businesses, and the said Sum of Fifteen thousand Pounds which he had covenanted to pay as aforesaid, and the Interest thereof, and also all the Legacies and Bequests thereby by him given, bequeathed, or made by any Codicil or Codicils to his said Will, and also any Sum or Sums of Money and Interest he had already agreed or become liable or might agree or become liable to give or pay for the Purchase of any Freehold, Copyhold, or Leasehold Estate or Estates the Purchase or Purchases whereof should there-
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after be completed, or so much of such Purchase Money or Monies and Interest as should remain unpaid or become due at or after his Decease, then and in that Case to pay and apply all such Part and Parts of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid respectively as should not from Time to Time be applied or disposed of in or towards answering or satisfying the said several Annuities therein-before directed to be paid thereout as aforesaid respectively, or such of them as should from Time to Time be payable as aforesaid, in or towards Payment and Satisfaction of so much of the said Funeral and Testamentary Expenses, Debts, Legacies, Bequests, and Sum and Sums of Money (except as aforesaid) as the said Monies to arise from his said Personal Estate should be insufficient to pay, and upon this further trust, after and subject to the Payments and Applications aforesaid, to lay out and invest all the Residue and Surplus of the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits aforesaid upon such Securities as therein mentioned, so that the same might be accumulated in the Nature of Compound Interest; and the said Testator thereby directed that the said Trustees or Trustee for the Time being of his said Will should, as soon as conveniently might be after the Expiration or Determination of the said Copartnership or joint Trades or Businesses, make Sale and dispose of, call in, and receive, and convert into Money, all the Stocks, Funds, Securities, Investments, and Accumulations which should have been purchased or taken with or should have arisen from his Residuary Personal Estate so therein-before directed to be sold, disposed of, collected, got in, and received as aforesaid, or with or from such Interest, Dividends, annual Proceeds, Income, Gains, Rents, Issues, and Profits as last aforesaid, and the Monies invested therein or thereon, and should stand and be possessed of and interested in the Monies to arise from such Sale, Disposition, and Conversion, and so to be called in and received as aforesaid, upon the Trusts herein-after mentioned, (that is to say,) upon trust thereout to levy and raise for and pay to his Daughter *Lalage Letitia Caroline Vivian*, if she should attain the Age of Twenty-one Years, but not otherwise, and to each and every other Child he might have by his then Wife *Lady Letitia Vivian* who either during her Life or after her Decease should attain the Age of Twenty-one Years, his or her Executors, Administrators, or Assigns, the Sum of Five thousand Pounds, with Interest for the same after the Rate of Four Pounds *per Centum per Annum*, such Interest to commence from the Expiration or Determination of the Copartnership or joint Trades or Businesses aforesaid, and upon further Trust with all convenient Speed to lay out and invest all the Residue of the several Trust Monies aforesaid which should remain after and not be applied and disposed of in or towards levying or raising the said Sum or Sums of Money therein-before directed to be levied and raised thereout as aforesaid,

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aforesaid, and the Interest thereof, in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments, to be situate in the County of *Cornwall* aforesaid, of a clear and indefeasible Estate of Inheritance in Fee Simple in possession, or of a Copyhold or Customary Tenure convenient to be held therewith, and upon further trust that they the said Trustees or Trustee for the Time being of his said Will should settle and assure or cause or procure to be settled and assured all and singular the Hereditaments so to be purchased as aforesaid, from and immediately after the same should be so purchased, and also all and singular the Freehold and Copyhold Hereditaments and Estates therein-before devised the Trusts whereof, in the meantime and until the Expiration or Determination of the said Copartnership or joint Trades or Businesses, were lastly therein-before declared as aforesaid, (other than such Estates as were or should be Part or Parcel of the Estate and Effects or Capital of the said Copartnership or joint Trades or Businesses, or vested in the same,) from and immediately after the Expiration or Determination of the said Copartnership or joint Trades or Businesses, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein expressed and declared or referred to or directed to be contained in such Settlement, (that is to say,) to the Use of Trustees, to be in such Settlement named, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence and be computed from the Time of the said Testator's Decease, nevertheless upon the Trusts and subject to the Proviso therein-after expressed and declared or referred to of and concerning the same, with Remainder to the Use of the said Testator's eldest Son the said *Charles Crespigny*, now *Baron Vivian*, and his Assigns, for his Life, without Impeachment of Waste, except wilful or voluntary Waste in pulling down Houses or in cutting down Timber which grew for Ornament or Shelter, or such as was not of a proper Growth for felling, with Remainder to the Use of Trustees, to be in such Settlement named, and their Heirs, during the Life of the said Testator's said eldest Son, in trust to preserve contingent Remainders, but nevertheless to permit his said eldest Son and his Assigns during his Life to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of *Hussey Crespigny Vivian*, the eldest Son of the said Testator's said Son *Charles Crespigny*, now *Baron Vivian*, and his Assigns, for his Life, without Impeachment of Waste, except such wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life of the said *Hussey Crespigny Vivian*, in trust to preserve contingent Remainders, but nevertheless to permit the said *Hussey Crespigny Vivian* and his Assigns during his Life to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use

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Use of the First and every other Son and Sons of the said *Hussey Crespigny Vivian* lawfully begotten, severally, successively, and in remainder one after another according to their respective Seniorities in Tail Male, with Remainder to the Use of *John Brabazon Vivian*, the Second Son of the said Testator's said Son *Charles Crespigny*, now Baron *Vivian*, and his Assigns, for his Life, without Impeachment of Waste, except such wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life of the said *John Brabazon Vivian*, in trust to preserve contingent Remainders, but nevertheless to permit the said *John Brabazon Vivian* and his Assigns during his Life to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son of the said *John Brabazon Vivian* lawfully begotten, severally, successively, and in remainder one after another according to their respective Seniorities in Tail Male, with Remainder to the Use of the Third and every other subsequently-born Son and Sons of the said Testator's said Son *Charles Crespigny*, now Baron *Vivian*, born in the said Testator's Lifetime or in *Ventre sa Mère* at the Time of his Death, severally, successively, and in remainder one after another according to their respective Seniorities, for his or their Life or respective Lives, without Impeachment of Waste, except such wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life or respective Lives of such Third and subsequently-born Son and Sons of the said Testator's said Son *Charles Crespigny*, now Baron *Vivian*, as aforesaid, upon trust to preserve contingent Remainders, but nevertheless to permit and suffer such Son and Sons during his or their Life or respective Lives to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son and Sons of the Body or respective Bodies of such Third and other subsequently-born Son and Sons of the said Testator's said Son *Charles Crespigny*, now Baron *Vivian*, as aforesaid, severally, successively, and in remainder one after another according to their respective Seniorities in Tail Male, so that such Third and every other elder subsequently-born Son of the said Testator's said Son *Charles Crespigny*, now Baron *Vivian*, born in the said Testator's Lifetime or in *Ventre sa Mère* at the Time of the said Testator's Death, and his First and other Sons, and the Heirs Male of such last-mentioned First and other Sons, might always take before the Fourth and every other younger subsequently-born Son and Sons of his the said Testator's said Son *Charles Crespigny*, now Baron *Vivian*, and the First and other Sons of his and their Body and respective Bodies, and the Heirs Male of the Body and respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of every other Son and Sons of his the said Testator's said Son *Charles Crespigny*, now Baron *Vivian*, not born in the said Testator's

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Lifetime nor in *Ventre sa Mère* at the Time of his Death, severally, successively, and in remainder one after another according to their respective Seniorities in Tail Male, with Remainder to the Use of the said Testator's said Second Son *John Cranch Walker Vivian*, and his Assigns, for his Life, without Impeachment of Waste, except such wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life of the said *John Cranch Walker Vivian*, upon trust to preserve contingent Remainders, but nevertheless to permit the said *John Cranch Walker Vivian*, and his Assigns, during his Life, to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son and Sons of the said *John Cranch Walker Vivian* born in the said Testator's Lifetime or in *Ventre sa Mère* at the Time of his Death, severally, successively, and in remainder one after another according to their respective Seniorities for their respective Lives, without Impeachment of Waste, except such wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life and respective Lives of such First and other Son and Sons of the said *John Cranch Walker Vivian* as aforesaid, upon trust to preserve contingent Remainders, but nevertheless to permit such Son and Sons respectively during his or their Life or respective Lives to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son and Sons of the Body or respective Bodies of such First and other Son and Sons of the said *John Cranch Walker Vivian* as aforesaid, severally, successively, and in remainder one after another according to their respective Seniorities in Tail Male, so that such First and every other elder Son of the said *John Cranch Walker Vivian* born in the said Testator's Lifetime or in *Ventre sa Mère* at the Time of his Death, and his First and other Sons, and the Heirs Male of such last-mentioned First and other Sons, might always take before the Second and every other younger Son and Sons of the said *John Cranch Walker Vivian*, and the First and other Sons of his and their Body and respective Bodies, and the Heirs Male of the Body of such last-mentioned First and other Sons, with Remainder to the Use of the eldest and every other Son and Sons of the said *John Cranch Walker Vivian* not born in the said Testator's Lifetime nor in *Ventre sa Mère* at the Time of his thesaid Testator's Death, severally and successively and in remainder one after another according to their respective Seniorities in Tail Male, with Remainder to the Use of the Third and every other subsequently-born younger Son of the said Testator's Body lawfully begotten or to be begotten, severally, successively, and in remainder one after another according to their respective Seniorities for their respective Lives, without Impeachment of Waste, except wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees,

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to be in such Settlement named, and their Heirs, during the Life or respective Lives of such Son or Sons, upon trust to preserve contingent Remainders, but nevertheless to permit and suffer such Son or Sons during his or their Life or respective Lives to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son of the Body or respective Bodies of such Third and other subsequently-born younger Son and Sons, severally and successively and in remainder one after another according to their respective Seniorities in Tail Male, so that such Third and every other elder subsequently-born younger Son and Sons of his the said Testator's Body lawfully begotten or to be begotten, and the First and other Sons of his and their Body and respective Bodies, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, might always take before the Fourth and every other younger subsequently-born Son and Sons of the said Testator's Body lawfully begotten or to be begotten, and the First and other Sons of his and their Body and respective Bodies, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of the said Testator's eldest Daughter *Charlotte Eliza Arbuthnot*, and her Assigns, for her Life, without Impeachment of Waste, except wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life of the said *Charlotte Eliza Arbuthnot*, upon trust to preserve contingent Remainders, but nevertheless to permit and suffer the said *Charlotte Eliza Arbuthnot*, and her Assigns, during her Life, to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son of the said *Charlotte Eliza Arbuthnot* begotten or to be begotten, severally and successively and in remainder one after another according to their respective Seniorities in Tail Male, with Remainder to the Use of the said Testator's Second Daughter *Jane Frances Ann Vivian*, and her Assigns, for her Life, without Impeachment of Waste, except wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life of the said *Jane Frances Ann Vivian*, upon trust to preserve contingent Remainders, but nevertheless to permit and suffer his said last-named Daughter, and her Assigns, during her Life, to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son of the said *Jane Frances Ann Vivian* to be begotten, severally and successively and in remainder one after another according to their respective Seniorities in Tail Male, with Remainder to the Use of the said Testator's Third Daughter *Lalage Letitia Caroline Vivian*, and her Assigns, for her Life, without Impeachment of Waste, except wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement

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Settlement named, and their Heirs, during the Life of the said *Lalage Letitia Caroline Vivian*, in trust to preserve contingent Remainders, but nevertheless to permit his said last-named Daughter, and her Assigns, during her Life, to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son of the said *Lalage Letitia Caroline Vivian* to be begotten, severally and successively and in remainder one after another according to their respective Seniorities in Tail Male, with Remainder to the Use of the Fourth and every other subsequently-born Daughter and Daughters of his the said Testator's Body lawfully begotten or to be begotten, severally and successively and in remainder one after another according to their respective Seniorities, for their respective Lives, without Impeachment of Waste, except wilful or voluntary Waste as aforesaid, with Remainder to the Use of Trustees to be in such Settlement named, and their Heirs, during the Life or respective Lives of such Daughter or Daughters, in trust to preserve contingent Remainders, but nevertheless to permit such Daughter or Daughters during her or their Life or respective Lives to receive the Rents and Profits of the said Hereditaments, with Remainder to the Use of the First and every other Son of the Body or respective Bodies of such Fourth and other subsequently-born Daughter and Daughters, severally and successively and in remainder one after another according to their respective Seniorities in Tail Male, so that such Fourth and every other elder subsequently-born Daughter and Daughters of the said Testator's Body, and the First and other Sons of her and their Body and respective Bodies, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, might always take before the Fifth and every other younger subsequently-born Daughter and Daughters of the said Testator's Body, and the First and other Sons of her and their Body and respective Bodies, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of the said Testator's own right Heirs for ever; and the said Testator thereby directed that in such Settlement should be contained a Provision requiring every Person, not being a Female under Coverture, who for the Time being should be entitled by virtue of the Limitations to be therein contained as aforesaid to an Estate for Life for an Estate Tail in possession in any of the Hereditaments to be therein comprised, and not previously having the Surname and Arms therein-after required to be used, and also the Husband of any Female who should so become entitled, forthwith to apply for and obtain an Act of Parliament or Her Majesty's Licence authorizing him or her to use the Surname of *Vivian*, either alone or in addition to his or her own Surname, but so nevertheless that the Name of "*Vivian*" should be the last or principal Name, and also to wear the
Family

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Family Arms of the said Testator quartered with his or her own Family Arms, and thenceforth from Time to Time to assume, use, and wear such Surname and Arms accordingly, and that in case such Tenant for Life or Tenant in Tail, or the Husband of such Tenant for Life or Tenant in Tail, as the Case might be, should neglect or fail to comply with such Requisition for the Space of Twelve Calendar Months after he or she, or his Wife, as the Case might be, should so become entitled in possession as aforesaid, or if he or she should or might be then under the Age of Twenty-one Years, or should be otherwise personally incompetent to comply therewith, then within Twelve Calendar Months after the Removal of such Incompetency, and also in case such Tenant for Life or Tenant in Tail, or her Husband, as the Case might be, should, by reason of his or her previously having the Surname of and Arms aforesaid, be exempt from the Necessity of complying with such Provision, should at any Time thereafter discontinue to use the same, then and in either of the Cases aforesaid and immediately thereupon making the Estate for Life an Estate in Tail or respective Estates Tail to be thereby limited to every such Person, or his Wife or Ancestor, as the Case might be, to absolutely cease and determine, and the Remainder and Remainders expectant thereupon to be accelerated, yet so nevertheless as that if the Person who or whose Husband should be guilty of such Neglect and Failure as aforesaid should be a Tenant for Life under the Limitations to be contained in such Settlement, and the Remainder immediately expectant on the Determination of the Estate of such Person respectively should be contingent, the said Hereditaments should remain and be to the Use of the Trustees, to preserve contingent Remainders, to be named in such Settlement, and their Heirs, during the Life of such Tenant for Life, upon trust to preserve such contingent Remainder and Remainders, and from Time to Time, until the vesting thereof, to permit the Rents and Profits thereof to be received and enjoyed by the Person or Persons for the Time being next entitled in remainder under or by virtue of such of the ulterior Limitations to be contained in such Settlement as should have actually become vested and taken effect, and that in such Settlement the said Hereditaments should be declared to be limited to the said Trustees to be therein named for the said Term of Five hundred Years as aforesaid, upon trust, in case his the said Testator's said Wife Lady *Letitia Vivian* should be then living, and should not then have been married again, by, from, and out of the Rents, Issues and Profits of the Hereditaments so to be comprised in the said Term of Five hundred Years, or any Part thereof, or by demising, assigning, or otherwise disposing of the same Hereditaments or any Part thereof, for all or any Part of the said Term of Five hundred Years, or by bringing Actions against any of the Tenants or Occupiers

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of the same Hereditaments or any Part thereof for the Rents then in arrear, or by all or any of the said Ways and Means, or by any other Ways and Means that to them the Trustees or Trustee for the Time being of the same Term should seem meet, to levy and raise, yearly and every Year during the Widowhood of his said Wife Lady *Letitia Vivian*, One Annuity or clear yearly Rentcharge or annual Sum of One thousand five hundred Pounds of lawful Money aforesaid, and to pay the same by Four even and equal quarterly Payments or Portions in every Year unto his said Wife Lady *Letitia Vivian* and her Assigns, the first quarterly Payment of such Annuity to begin and be made at the Expiration of Three Calendar Months next after the last Day of Payment of the said Annuity of One thousand five hundred Pounds firstly therein-before directed to be paid to his said Wife next preceding the Expiration or Determination of the said Copartnership or joint Trades or Businesses, in case the same Copartnership or joint Trades or Businesses should not determine or expire until after the Expiration of Three Calendar Months from the said Testator's Decease, but if the same should expire or determine before that Time, then the first quarterly Payment of the Annuity of One thousand five hundred Pounds lastly therein-before directed to be raised should be made at the Expiration of Three Calendar Months next after the said Testator's Decease, and upon this further trust, that in case his said Wife should happen to marry again, by all or any of the said Ways and Means lastly therein-before mentioned, or by any other Ways and Means that to them the Trustees or Trustee for the Time being of the same Term should seem meet, to levy and raise, yearly and every Year, during the Life of the said Testator's said Wife, One Annuity or clear yearly Rentcharge or annual Sum of One thousand Pounds of lawful Money aforesaid, and to pay the same by Four even and equal quarterly Payments or Portions in every Year unto his said Wife and her Assigns, the first quarterly Payment of the said last-mentioned Annuity to begin and be made at the Expiration of Three Calendar Months next after the last Day of Payment of the said Annuity of One thousand five hundred Pounds or One thousand Pounds, as the Case might be, therein-before directed to be paid to his said Wife, if such Annuity of One thousand five hundred Pounds or One thousand Pounds, as the Case might be, should not determine or expire until after the Expiration of Three Calendar Months from the said Testator's Decease, but if the same should expire or determine before that Time, then the first quarterly Payment of the Annuity of One thousand Pounds lastly therein-before directed to be raised for the said Testator's said Wife should be made at the Expiration of Three Calendar Months next after his Decease, and upon this further trust, in case his said Son *John Cranch Walker Vivian* should be then living, by all or any of the said Ways and Means lastly therein-before

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before mentioned, or by any other Ways and Means that to them the Trustees or Trustee for the Time being of the said Term should seem meet, to levy and raise, yearly and every Year, during the Life of the said *John Cranch Walker Vivian*, One Annuity or clear yearly Rentcharge of Five hundred Pounds of lawful Money aforesaid, and to pay the same by Four even and equal quarterly Payments or Portions in every Year unto the said *John Cranch Walker Vivian* or his Assigns, the first quarterly Payment of the said last-mentioned Annuity to begin and be made at the Expiration of Three Calendar Months next after the last Day of Payment of the said Annuity of Five hundred Pounds therein-before directed to be raised and paid to the said *John Cranch Walker Vivian* next preceding the Expiration or Determination of the said Copartnership or joint Trades or Businesses, in case the same Copartnership or Joint Trades or Businesses should not determine or expire until after the Expiration of Three Calendar Months from the said Testator's Decease, but if the same should expire before that Time then the first Payment of the said Annuity of Five hundred Pounds lastly therein-before directed to be raised should be made at the Expiration of Three Calendar Months next after the said Testator's Decease, and upon this further trust, that in case his said Daughter *Jane Frances Ann Vivian* should be then living, by all or any of the said Ways and Means lastly therein-before mentioned, or by any other Ways and Means that to them the Trustees or Trustee for the Time being of the said Term should seem meet, to levy and raise, yearly and every Year, during the Life of the said *Jane Frances Ann Vivian*, One Annuity or clear yearly Rentcharge of One hundred Pounds of lawful Money aforesaid, and to pay the same by Four even and equal quarterly Payments or Portions in every Year unto his said Daughter *Jane Frances Ann Vivian* and her Assigns, the first quarterly Payment of the said last-mentioned Annuity to begin and be made at the Expiration of Three Calendar Months next after the last Day of Payment of the said Annuity of One hundred Pounds therein-before directed to be raised and paid to or for the Benefit of his said Daughter *Jane Frances Ann Vivian* next preceding the Expiration or Determination of the said Copartnership or joint Trades or Businesses, in case the same Copartnership or joint Trades or Businesses should not determine or expire until after the Expiration of Three Calendar Months from the said Testator's Decease, but if the same should expire before that Time, then the first quarterly Payment of the said Annuity of One hundred Pounds lastly therein-before directed to be raised should be made at the Expiration of Three Calendar Months next after the Testator's Decease, and upon this further trust, that in case the said Testator's said Daughter *Lalage Letitia Caroline Vivian* should be then living, by all or any of the said Ways and Means lastly therein-before mentioned, or by any other Ways and Means

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Means that to them the Trustees or Trustee for the Time being of the said Term should seem meet, to levy and raise, yearly and every Year, during the Life of his said Daughter *Lalage Letitia Caroline Vivian*, One Annuity or clear yearly Rentcharge of One hundred Pounds of lawful Money aforesaid, and to pay the same by Four even and equal quarterly Payments or Portions in every Year unto the said *Lalage Letitia Caroline Vivian* or her Assigns, the first quarterly Payment of the said last-mentioned Annuity to begin and be made at the Expiration of Three Calendar Months next after the last Day of Payment of the said Annuity of One hundred Pounds therein-before directed to be raised for the Benefit of the said *Lalage Letitia Caroline Vivian* next preceding the Expiration or Determination of the said Copartnership or joint Trades or Businesses, in case the same Copartnership or joint Trades or Businesses should not determine or expire until after the Expiration of Three Calendar Months from the said Testator's Decease, but if the same should expire or determine before that Time, then the first Payment of the said Annuity of One hundred Pounds lastly therein-before directed to be raised should be made at the Expiration of Three Calendar Months next after the said Testator's Decease; and the said Testator provided, that so long as the said Testator's said Daughters *Jane Frances Ann Vivian* and *Lalage Letitia Caroline Vivian*, or either of them, should reside with his said Wife Lady *Letitia Vivian*, the said Annuities of One hundred Pounds and One hundred Pounds, therein-before lastly directed to be raised, or such of them as would otherwise be payable to his said Daughters, or such of them as should so reside with his said Wife, should be payable to his said Wife for her own Use and Benefit, and upon further trust, by all or any of the Means lastly therein-before mentioned, or by any other Ways and Means that to them the Trustees or Trustee for the Time being of the said Term should seem meet, to levy and raise, yearly and every Year, for and during the Life of each and every other Child of his the said Testator's Body on the Body of his said then present Wife Lady *Letitia Vivian* begotten or to be begotten, One Annuity or clear yearly Rentcharge of One hundred Pounds of lawful Money aforesaid, and to pay the same as therein mentioned, and upon further trust to permit and suffer the Person or Persons who should under or by virtue of the Limitations to be contained in such Settlement be for the Time being entitled to the next and immediate Remainder or Reversion expectant on the Determination of the said Term of Five hundred Years of and in the said Hereditaments to be comprised therein, to receive and take all the Rents and Profits thereof which should from Time to Time remain after and not be applied in or towards Payment and Satisfaction of such of the said several Annuities of One thousand five hundred Pounds, One thousand Pounds, Five hundred Pounds, One hundred Pounds, and One hundred

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hundred Pounds, as for the Time being should be payable for his, her, or their own Use and Benefit; and the said Testator further directed, that in such Settlement should be contained a Proviso that from and after the Decease of the said Testator's said Wife *Lady Letitia Vivian*, and the said *John Cranch Walker Vivian*, *Jane Frances Ann Vivian*, and *Lalage Letitia Caroline Vivian*, and full Payment and Satisfaction of the said several Annuities of One thousand five hundred Pounds, One thousand Pounds, Five hundred Pounds, One hundred Pounds, and One hundred Pounds, or such of them as should be payable, and all Arrears thereof, and after all Costs, Charges, and Expenses (if any) to be paid, sustained, or incurred by the Trustees of the same Term, or any or either of them, or their or any or either of their Executors, Administrators, or Assigns, in or about or relating to the Trusts thereby reposed in them as aforesaid, or the Performance or Execution thereof, (and which Costs, Charges, and Expenses they and he should be thereby authorized and empowered to levy and raise by all or any of the Ways and Means aforesaid, and to retain accordingly,) should be fully paid and satisfied, the said Term of Five hundred Years should, as to such of the Hereditaments to be comprised therein as should not have been sold or mortgaged for the Purposes aforesaid, absolutely cease and determine, and as to such of the Hereditaments comprised therein as should have been mortgaged for the Purposes aforesaid should (subject to such Mortgage or Mortgages) wait upon and attend the Freehold and Inheritance of the Hereditaments so mortgaged, and that in such Settlement should be contained a Power enabling the Persons who should be Tenants for Life by virtue of the Limitations to be therein contained as aforesaid respectively during their respective Lives, in case they respectively should be of full Age, but in case they respectively should be under Age, then enabling the Trustees or Trustee for the Time being to preserve contingent Remainders to be named and appointed in and by or under or by virtue of such Settlement, and their respective Executors or Administrators, during the respective Minorities of such Tenants for Life respectively, as and when, under or by virtue of the Limitations to be contained in such Settlement, such Tenants for Life respectively should be in the actual Possession of or entitled to the Rents and Profits of the Hereditaments to be comprised in such Settlement, and also enabling the Trustees or Trustee for the Time being last aforesaid, and their respective Executors or Administrators, during the Minority or respective Minorities of any Person or Persons who should be Tenant or Tenants in Tail by virtue of the Limitations to be contained in such Settlement as aforesaid, and who for the Time being by virtue of such Limitations should be in the actual Possession or entitled as aforesaid, to grant Leases of the said Hereditaments or any Part or Parts thereof for any Term or Terms of Years not exceeding Twenty-one Years, in possession, at the best Rents, and

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without taking any Fines, and subject to the usual Conditions, and also to grant Leases of all or any Part or Parts of the Mines and Quarries, whether opened or unopened, in, under, or upon the said Hereditaments and Premises or any Part or Parts thereof, (whether with or without the Surface of the Lands under which the said Mines and Quarries should respectively be, and either with or without any other Part or Parts of the said Hereditaments and Premises which it might be deemed expedient to include in such Leases, to any Person or Persons, for any Term or Terms of Years absolute, not exceeding Twenty-one Years, in possession, for the best Rent or Royalty that could reasonably be obtained, and under the usual Restrictions, with such Powers for working the said Mines and Quarries, and raising and carrying away the Minerals and Substances to be found therein, and for erecting and constructing any Buildings, Engines, Machinery, and other Works, and for all or any other Purposes, as were usual in like Cases, and that in such Settlement should be contained a Power enabling the Trustees or Trustee to preserve contingent Remainders to be named in such Settlement for the Time being, and the Heirs and Assigns of the Survivor of them, at the Request and by the Direction in Writing of the Person who for the Time being should be Tenant for Life in possession of the said Hereditaments by virtue of the Limitations to be contained in such Settlement as aforesaid, if then of full Age, to make Sale and Exchange of all or any Part of the Hereditaments thereinbefore devised and directed to be purchased and settled (except the Manor or Lordship of *Glynn*, and the Mansion House of *Glynn*, and all other the said Testator's Messuages, Farms, Lands, Tenements, and Hereditaments situate in the several Parishes of *Cardinham*, *Saint Winnow*, and *Warleggan* in the said County of *Cornwall*), and upon the Sale or Exchange of the said Hereditaments or of any Part thereof to lay out the Purchase Monies to be received on any such Sale or Exchange in the Purchase of other Freehold Lands or Hereditaments, or of Copyhold or Customary Lands convenient to be held therewith, in the County of *Cornwall*, to be settled to the same Uses and in the same Manner as the Lands so to be sold or exchanged should stand limited and settled previous to such Sale or Exchange, and, until any such Purchases should be made, with Power to invest the Monies arising, as last aforesaid in the Parliamentary Stocks or Funds of *Great Britain*, or at Interest on Government or Real Securities in *England* or *Wales*, and in such Settlement should also be contained a proper Power enabling the said Testator's said Wife *Lady Letitia Vivian*, and the said *John Cranch Walker Vivian*, and the said *Jane Frances Ann Vivian*, and *Lalage Letitia Caroline Vivian*, or such of them as should be of full Age, and the Survivors and Survivor of them, to appoint new Trustees of the said Term of Five hundred Years in the event of the Trustees

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of the same Term to be named and appointed in and by or under or by virtue of such Settlement, or any or either of them, dying, going to reside beyond Seas, or desiring to be discharged from or refusing or becoming incapable to act in the Trusts of the same Term, and also the usual Powers enabling the Tenant or Tenants for Life under the Limitations to be contained in such Settlement respectively during their respective Lives, in case they respectively should be of full Age, but in case they respectively should be under Age, then enabling the Trustees or Trustee for the Time being to preserve contingent Remainders to be named and appointed in and by or under or by virtue of such Settlement, and their respective Executors or Administrators, during the respective Minorities of such Tenants for Life respectively, as and when, under or by virtue of the Limitations to be contained in such Settlement, such Tenants for Life respectively should be in the actual Possession or entitled as aforesaid, and also enabling such Trustees or Trustee as last aforesaid, their respective Executors or Administrators, during the Minority or respective Minorities of any Tenant or Tenants in Tail under such Limitations as aforesaid respectively who for the Time being, by virtue of the Limitations aforesaid, should be in the actual Possession or entitled as aforesaid, to appoint new Trustees in the Place or Stead of the Trustees to preserve contingent Remainders to be named and appointed in and by or under or by virtue of such Settlement, or any or either of them, in the event of such Trustees, or any or either of them, dying, going to reside beyond the Seas, or desiring to be discharged, or refusing or becoming incapable to act in the Trusts and Powers to be reposed or vested in them by the said Settlement, and also the usual Powers and Clauses for the Reimbursement and Indemnity of the Trustees, and all such other Powers and Clauses as were usual in Settlements of the like Nature; and the said Testator thereby declared his Will to be, that they the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and interested in the Leasehold Hereditaments and Estates therein-before bequeathed, (other than such Leasehold Estates as were or should be Part or Parcel of the Estate and Effects or Capital of the said Copartnership or joint Trades or Businesses, or vested in the same,) from and immediately after the Expiration or Determination of the said Copartnership or joint Trades or Businesses, upon such Trusts, and to and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, Limitations, and Declarations as would best and nearest correspond and agree in Effect with the Uses, Trusts, Powers, Provisoes, Limitations, and Declarations therein-before expressed and declared or referred to of and concerning the said last-mentioned
Freehold

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Freehold and Copyhold Hereditaments and Estates so directed to be contained in such Settlement thereof as aforesaid, from and after the Expiration or Determination of the said Copartnership or joint Trades or Businesses, but so as that such Leasehold Hereditaments and Estates should be not considered as an Interest vested in Equity in any Son of any Persons thereby made or directed to be made Tenant for Life of the said last-mentioned Freehold and Copyhold Hereditaments and Estates, unless and until such Son should attain the Age of Twenty-one Years, or die under that Age leaving Issue living at his Decease inheritable to the Estate Tail thereby vested or directed to be vested in such Son, yet nevertheless so as not to deprive such Son during his Minority of the clear Rents, Issues, and Profits of the said Leasehold Estates and Hereditaments; and the said Testator thereby provided and declared his Will to be, that in case his said Son *Charles Crespigny*, now *Baron Vivian*, should, at any Time before the Expiration or Determination of the said Copartnership or joint Trades or Businesses, be desirous of residing in the Mansion House of *Glynn* in the said County of *Cornwall*, purchased by the said Testator of Rear Admiral *Henry Richard Glynn*, and others, therein-before devised, with his other Real Property, to his Trustees as aforesaid, then and in such Case the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should, notwithstanding the said Copartnership or joint Trades or Businesses should not have expired or determined, permit and suffer his said Son *Charles Crespigny*, now *Baron Vivian*, so long as he should think proper so to do, to reside in and occupy the said Mansion House of *Glynn*, and the Outhouses, Offices, Gardens, Plantations, and Pleasure Grounds belonging thereto or holden therewith, together with all the Household Furniture, Plate, Pictures, Prints, printed Books, and other Effects therein-after directed to be held as Heirlooms, without paying any Rent or other Remuneration for the same, he paying all Taxes, Rates, Assessments, and other Outgoings payable in respect of the Mansion House and Premises, and keeping the same in good and tenantable Repair and Condition, and adequately insured from Loss or Damage by Fire, and also should, so long as his the said Testator's said Son *Charles Crespigny*, now *Baron Vivian*, should so reside in and occupy the said Mansion House of *Glynn*, and notwithstanding the said Copartnership or joint Trades or Businesses should not have expired or determined, permit and suffer him the said *Charles Crespigny*, now *Baron Vivian*, to hold, occupy, and enjoy all such Part of the said Lands and Hereditaments therein before devised, and the Trusts whereof were therein-before declared, contiguous or near to the said Mansion House, as should at the Time of his Decease be in his the said Testator's Occupation, or actually cultivated

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vated by him, without paying any Rent or other Remuneration for the same, but his the said Testator's said Son paying all Taxes, Rates, Assessments, and other Outgoings payable in respect of the same, and keeping the same in good and tenantable Repair and Condition; and in case his the said Testator's said Son *Charles Crespigny*, now *Baron Vivian*, should be desirous of residing in his the said Testator's said Mansion House, and occupying such Lands and Hereditaments as last aforesaid, from and immediately after the said Testator's Decease, then and in that Case, but not otherwise, the said Testator gave and bequeathed all the Farming, Live and Dead Stock, and Crops belonging to him, which at the Time of his Decease should be in or upon such Lands and Hereditaments in his own Occupation or actually cultivated by him as aforesaid, unto his said Son *Charles Crespigny*, now *Baron Vivian*, for his own absolute Use and Benefit; and the said Testator declared that in case his said Son *Charles Crespigny*, now *Baron Vivian*, should choose to reside in the said Mansion House at *Glynn*, and to occupy such Lands and Hereditaments as last aforesaid, then the Annuity or yearly Sum of One thousand five hundred Pounds, therein-before directed to be raised and paid to the said *Charles Crespigny*, now *Baron Vivian*, should be reduced to the Annuity or yearly Sum of One thousand Pounds, to be raised and paid at the same Time and in the same Manner as the said Annuity or yearly Sum of One thousand five hundred Pounds would otherwise be payable; and the said Testator thereby empowered the said *Sir William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, at any Time or Times before the Expiration or Determination of the said Copartnership or joint Trades or Businesses, by Indenture or Indentures to demise or lease all or any Part or Parts of the said Freehold, Copyhold, and Leasehold Hereditaments and Estates therein-before devised and bequeathed, other than and except the said Mansion House of *Glynn*, and the Outhouses, Offices, Gardens, Plantations, and Pleasure Grounds belonging thereto or holden therewith, and the Lands and Hereditaments contiguous or near thereto, which at his Decease should be in his own Occupation or cultivated by him, in case his said Son *Charles Crespigny*, now *Baron Vivian*, should choose to reside therein and occupy the same, and also the said Mansion House, and the said Outhouses, Offices, Gardens, Plantations, and Pleasure Grounds belonging thereto or holden therewith, and the said Lands and Hereditaments contiguous or near thereto, in case the said Testator's said Son should not choose to reside therein or occupy the same, and as to the said Mansion House, either with or without the Furniture belonging to the same, as the said Trustees or Trustee might think proper, unto any Person or Persons, for any Term or Terms or Number of Years not exceeding Fourteen Years, to take

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effect in possession, and not in reversion or by way of future Interest, upon the Conditions therein mentioned, and after providing for the interim Investment of the Money therein-before directed to be laid out and invested in such Purchase or Purchases as last aforesaid, and for the Application of the Income to arise from such Investments; and the said Testator thereby declared that in case at any Time or Times the Interest, Dividends, and annual Proceeds, Income, Gains, Rents, Issues, and Profits by, from, or out of which the several Annuities therein-before directed to be paid, or such of them as should for the Time being be payable, were therein-before directed to be levied and raised, should not be sufficient to answer and pay the same respectively, then and in such Case, and from Time to Time as often as the same should happen, such Annuities, or such of them as should for the Time being be payable, should respectively abate rateably and in proportion to their several and respective Amounts, without any Preference or Priority of any One or more of such Annuities to or before the others or other of them; and the said Testator declared that the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and interested in all the Household Furniture in his said Mansion House of *Glynn* at the Time of his Decease, his Plate, Family and other Pictures, Prints and printed Books, Snuff Boxes, Swords, Medals, Crosses, and Insignia of the several Orders of which he was or might or should be or become a Member, therein-before bequeathed to them as aforesaid, upon the Trusts therein-after mentioned, that is to say, upon trust to permit all his said Furniture, Plate, Family and other Pictures, Prints, printed Books, Snuff Boxes, Swords, Medals, Crosses and Insignia aforesaid respectively to be holden and enjoyed by the Person or Persons who under or by virtue of the Limitations therein-before directed to be contained in the said Settlement therein-before directed to be settled as aforesaid would, if such Settlement as aforesaid were made and executed for the Time being, be entitled to the Possession or Receipt of the Rents and Profits of the same Hereditaments, and for such and the same Estate and Interest as such Person or Persons would have or be entitled to in such Hereditaments, to the Intent that the same Furniture, Plate, Family, and other Pictures, Prints, printed Books, Snuff Boxes, Medals, Crosses, and Insignia might be enjoyed with such Hereditaments as or in the Nature of Heirlooms, as far as the Law would permit; and in order thereto the said Testator declared his Will to be, that no Person taking or who in case such Settlement as aforesaid were made and executed would take an Estate Tail by Purchase in such Hereditaments or any Part thereof under or by virtue of such Settlement should be entitled to such an absolute or vested Interest in the said Furniture,

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niture, Plate, Family and other Pictures, Prints, printed Books, Snuff Boxes, Swords, Medals, Crosses, and Insignia as would be transmissible to his Executors or Administrators, unless and until such Person should attain the Age of Twenty-one Years, or die under that Age, leaving Issue inheritable under such Entail living at his Decease; and the said Testator declared that the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, his Heirs, Executors, Administrators, and Assigns, should, from and immediately after the Expiration or Determination of the said Copartnership or joint Trades or Businesses, be possessed of and interested in all his the said Testator's Part or Share and Proportion of the said Copartnership or joint Trades or Businesses and the permanent Capital thereof, including such Real and Leasehold Estates as were or might be Part of such permanent Capital, in trust for his said Son *Charles Crespigny*, now *Baron Vivian*, his Heirs, Executors, Administrators, and Assigns respectively, according to the several Natures and Tenures thereof, for his and their own Use and Benefit, but subject and charged, in exoneration and discharge of all other his Real and Personal Estate and Effects whatsoever, to and with the Payment of the said Sum of Fifteen thousand Pounds which he had covenanted to pay by the Settlement made on the Marriage of his said Son *Charles Crespigny*, now *Baron Vivian*, with his late Wife, and the Interest which should at any Time after the said Testator's Decease accrue due for or in respect of the same, and also subject and charged, in exoneration of all other his Real Estates, and such Part of his Personal Estate and Effects as he had therein-before specifically disposed of, to and with the Payment of so much of his Funeral and Testamentary Expenses, his just Debts, as well due on any Mortgage or Mortgages or by Specialty or otherwise howsoever, and the several Legacies and Bequests, not being Annuities, thereby given, bequeathed, or made, or to be given, bequeathed, or made, by any Codicil or Codicils to the now-reciting Will, and also any Sum or Sums of Money and Interest he had already agreed or become liable or might agree or become liable to give or pay for the Purchase of any Freehold, Copyhold, or Leasehold Estate or Estates the Purchase or Purchases whereof should therein-after be completed, in so much of such Purchase Money or Monies, and Interest, as should remain unpaid or become due after his the said Testator's Decease, as the Provisions therein-before made for that Purpose should be insufficient to pay or satisfy; and the said Testator thereby declared that the Provision thereby made or intended to be made for his said Wife *Lady Letitia Vivian* was intended to be and should be accepted by her in lieu and in full Satisfaction and Recompence of all such Benefit and Provision as he had made or agreed to make by the Settlement made on their
Marriage

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Marriage, and also of all her Dower, Thirds, and all other Claims of, in, to, or upon or out of all or any of the said Testator's Estate or Property, and that the Provision thereby made or intended to be made for his said Children *John Cranch Walker Vivian* and *Jane Frances Ann Vivian* should be in addition to any Provision they respectively might be entitled to under any Arrangement made by the late *John Vivian* Esquire, or by his the said Testator's said Brother and himself, or either of them, with respect to the *Hafod* Copper Works aforesaid, or on account of any Monies appropriated and set apart or to be appropriated and set apart in the Books of the same Works for the Use and Benefit of the several Children of the said Testator and his said Brother; and the now-reciting Will contained the usual Trustee Clauses, and a Power to appoint new Trustees in case the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, or any of them, or any future Trustee or Trustees to be appointed as therein-after mentioned, should die, or go to reside beyond Seas, or desire to be discharged of or from or neglect or refuse or become incapable to act in the Trusts thereby in them reposed, before the same should be fully performed or determined; and the said Testator nominated and appointed his said Wife Lady *Letitia Vivian* Guardian of his said Daughters *Jane Frances Ann Vivian* and *Lalage Letitia Caroline Vivian*, and of every other Daughter he might have by her his said Wife, during their respective Minorities, and he thereby appointed the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, Guardians and Guardian of every Son or Sons he might have by his said Wife Lady *Letitia Vivian*, during his or their Minority or respective Minorities, and he thereby appointed the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams* Executors of his said Will: And whereas the said Testator made Two Codicils to his said Will, and by the First of such Codicils, bearing Date the Twenty-fourth Day of *September* One thousand eight hundred and forty-one, he revoked the Bequest of the Diamonds in favour of his Wife Lady *Vivian* in his said Will contained, and bequeathed the same Diamonds (which were thereunder specified) to the Three Trustees in his said Will named, to be held by them as Heirlooms, and to go in all respects as he had by his said Will directed with respect to the Articles thereby disposed of as Heirlooms, with the Exception that his said Trustees were to permit his said Wife to have the Use of such Diamonds during her Life: And whereas by the Second Codicil to the said Will, bearing Date the Fourteenth Day of *May* One thousand eight hundred and forty-two, the said Testator declared and directed that the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, their Heirs and Assigns, should stand seised and possessed of his the said Testator's Capital Messuage or Mansion House at *Nerwham* in the County

First Codicil
to Will,
dated 24th
Sept. 1841.

Second
Codicil,
dated 14th
May, 1842.

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County of *Cornwall*, together with the Pieces or Parcels of Land thereto adjoining or occupied therewith, containing Eight Acres Three Roods and Nine Perches, or thereabouts, as the same were then let to *Joseph Hodge Esq.*, Part of the Hereditaments devised to his said Trustees by his said Will, upon trust, after his the said Testator's Decease, to permit and suffer his Second Son the said *John Cranch Walker Vivian* to occupy the said Messuage or Mansion House, and Pieces or Parcels of Land, at any Time or Times during his Life, if he should think proper to reside in the said Messuage or Mansion House, without paying any Rent therefor, but he the said Testator's said Son paying all the Taxes, Rates, and Assessments which should be payable in respect of the said Premises, and keeping the same in good and tenantable Repair and Condition, and the said Messuage or Mansion House and Buildings belonging to the same sufficiently insured from Loss or Damage by Fire, and, subject and without Prejudice to the aforesaid Trust, upon and for such Trusts, Intents, and Purposes as were expressed and declared of or concerning the said Capital Messuage or Mansion House and Pieces or Parcels of Land in and by the said Testator's said Will; and the said Testator thereby revoked his said Will, so far as might be necessary to give Effect to the Trust therein-before declared; and after reciting that he had in and by his said Will directed that the Hereditaments to be purchased as therein mentioned, and the Freehold and Copyhold Hereditaments and Estates therein-before devised, other than such Estates as were therein mentioned, should be settled to the Use of Trustees to be in such Settlement named, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon the Trusts therein-after mentioned, and that in such Settlement the said Hereditaments should be declared to be limited to the said Trustees for the said Term of Five hundred Years, amongst other Trusts, upon trust, in case his said Son *John Cranch Walker Vivian* should be then living, by all or any of the Ways and Means therein-before mentioned to levy and raise, yearly during the Life of his said Son, One Annuity or clear yearly Rentcharge of Five hundred Pounds, and pay the same by equal quarterly Payments unto his said Son or his Assigns at the Times and in manner therein mentioned, he the said Testator by the Codicil now in recital revoked and made void so much of his said Will as directed that the said Term of Five hundred Years so to be limited as aforesaid should be held upon trust to raise the said Annuity or yearly Rentcharge of Five hundred Pounds for the Benefit of his said Son *John Cranch Walker Vivian*, as aforesaid; and after reciting that he had by his said Will declared that the said *Sir William Gosset, John Henry Vivian, and Octavius Williams*, and the Survivors and Survivor of them, his Heirs, Executors, Administrators, and Assigns, should, from and immediately

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after the Expiration or Determination of the Copartnership or joint Trades or Businesses therein mentioned, be possessed of and interested in all his Part or Share and Proportion of the said Copartnership or joint Trades or Businesses and the permanent Capital thereof, including such Real and Leasehold Estates as were or might be Part of such permanent Capital, in trust for his Son the said *Charles Crespigny*, now *Baron Vivian*, his Heirs, Executors, Administrators, and Assigns respectively, according to the several Natures and Tenures thereof, for his and their own Use and Benefit; but, subject and charged as in his said Will mentioned, he the said Testator by the Codicil now in recital revoked and made void the said Trust so declared in favour of his said Son the said *Charles Crespigny*, now *Baron Vivian*, his Heirs, Executors, Administrators, and Assigns, and in lieu thereof declared his Will to be, that the said *Sir William Gosset*, *John Henry Vivian*, and *Octavius Williams*, and the Survivors and Survivor of them, his Heirs, Executors, Administrators, and Assigns, should, from and immediately after the Expiration or Determination of the said Copartnership or joint Trades or Businesses, be possessed of and interested in all his the said Testator's Part or Share and Proportion of the said Copartnership or joint Trades or Businesses and the permanent Capital thereof, including such Real and Leasehold Estates as were or might be Part of such permanent Capital, as to Three equal Fourth Parts or Shares thereof in trust for his the said Testator's said Son *Charles Crespigny*, now *Baron Vivian*, his Heirs, Executors, Administrators, and Assigns respectively, according to the several Natures and Tenures thereof, for his and their own Use and Benefit, and charged, in exoneration and discharge of all other his Real and Personal Estates and Effects whatsoever, to and with the Payment of the Sum of Fifteen thousand Pounds which he had covenanted to pay by the Settlement made on the Marriage of the said *Charles Crespigny*, now *Baron Vivian*, with his late Wife, and the Interest which should at any Time after his the said Testator's Decease accrue due for or in respect of the same, and also subject and charged, in exoneration of all other his the said Testator's Real Estates and such Part of his Personal Estate as in and by his said Will or the Codicil now in recital was specifically disposed of, to and with the Payment of so much of his Funeral and Testamentary Expenses, his just Debts, as well due on any Mortgage or Mortgages or by Specialty or otherwise howsoever, and the several Legacies and Bequests, not being Annuities, by his said Will given, bequeathed, or made, or to be given, bequeathed, or made by any other Codicil or Codicils to his said Will, and also any Sum or Sums of Money and Interest he the said Testator had already agreed or become liable or might agree or become liable to give or pay for the Purchase of any Freehold, Copyhold, or Leasehold Estate or Estates the Purchase or Purchases

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Purchases whereof should thereafter be completed, or so much of such Purchase Money or Monies and Interest as should remain unpaid or become due after his the said Testator's Decease as the Provision in his said Will made for that Purpose should be insufficient to pay or satisfy, and as to the other and remaining One equal Fourth Part and Share thereof in trust for his the Testator's said Son *John Cranch Walker Vivian*, his Heirs, Executors, Administrators, and Assigns respectively, according to the several Natures and Tenures thereof, for his and their own Use and Benefit; and the said Testator thereby ratified and confirmed his said Will in all respects, except so far as the same was thereby revoked or altered: And whereas the said Testator *Richard Hussey Baron Vivian* died without having revoked or altered his said Will, save as herein-before appears by the said Codicils thereto, and the same, with the said Codicils thereto, were, on or about the Twenty-third Day of *February* following, duly proved by the said Sir *William Gosset*, since deceased, alone, in the Prerogative Court of the Archbishop of *Canterbury*, the said *John Henry Vivian* and *Octavius Williams* having respectively renounced Probate thereof: And whereas the said Testator left him surviving his Wife *Letitia*, now Dowager Lady *Vivian*, and Five Children, and no more, (namely,) the Right Honourable *Charles Crespigny*, now Baron *Vivian*, his eldest Son and Heir-at-Law, *John Cranch Walker Vivian*, who was his only other Son, and *Jane Frances Ann Vivian*, *Charlotte Eliza Arbuthnot*, the Wife of Major General *Charles George James Arbuthnot*, and *Lalage Letitia Caroline Vivian*, who were his only Daughters: And whereas at the Death of the said Testator the said *Charles Crespigny*, now Baron *Vivian*, had Two Children only, (namely,) *Hussey Crespigny Vivian* and *John Brabazon Vivian*, but since the Death of the said Testator Two other Sons have been born to him, (namely,) *Charles Hussey Panton Vivian* and *Claude Hamilton Vivian*, and the said *Hussey Crespigny Vivian*, *John Brabazon Vivian*, *Charles Hussey Panton Vivian*, and *Claude Hamilton Vivian* are the only Sons of the said *Charles Crespigny*, now Baron *Vivian*, and are Infants: And whereas the said Testator's younger Son the said *John Cranch Walker Vivian* has no Issue: And whereas the said *Charlotte Eliza Arbuthnot* had only One Son at the Death of the said Testator, (namely,) *Arthur Arbuthnot*, but since the Death of the said Testator she has had another Son born, (namely,) *Charles Hussey Vivian Arbuthnot*, and the said *Arthur Arbuthnot* and *Charles Hussey Vivian Arbuthnot* are the only Sons of the said *Charlotte Eliza Arbuthnot*: And whereas the said *Jane Frances Ann Vivian* and *Lalage Letitia Caroline Vivian* are respectively still sole and unmarried, and the said *Jane Frances Ann Vivian* has attained her full Age, and the said *Lalage Letitia Caroline Vivian* is an Infant: And whereas shortly after the Death of the said Testator a Suit was instituted in
Her

Baron Vivian's Estate Act, 1853.

Decree,
dated 30th
May 1843.

Her Majesty's High Court of Chancery, by the said Sir *William Gosset*, since deceased, against the said Dowager Lady *Vivian* and the said several Children and Grandchildren of the said Testator who were then respectively interested in the Real and Personal Estate and Effects of the said Testator under his said Will and Codicils respectively, for the Administration of such Real and Personal Estate and Effects, and the Performance and Execution of the Trusts of his said Will and Codicils respectively, so far as the same were capable of being performed and executed, under the Direction of the said Court: And whereas by the Decree made by his Lordship the Master of the Rolls on the Hearing of the said Cause, and bearing Date the Thirtieth Day of *May* One thousand eight hundred and forty-three, the said Will and Codicils were established, and it was decreed that the Trusts thereof should be performed and carried into execution under the Direction of the said Court, and it was (amongst other things) referred to the Master of the Court in Rotation to make certain Inquiries for the Purpose of ascertaining that all Parties interested in the said Testator's Estate and Effects were Parties to the said Suit, and to take the usual Accounts of the said Testator's Personal Estate, distinguishing such Parts thereof as were specifically bequeathed from such Parts thereof as were not, and to ascertain and state the Value of the said Testator's Personal Estate, whether got in by the said Sir *William Gosset*, since deceased, or still outstanding and not converted into Money, and to take an Account of the said Testator's Debts and Funeral Expenses, and of the Legacies and Annuities given by his Will and Codicils, and of the Arrears of such Annuities, with the usual Directions; and it was ordered that the Personal Estate of the said Testator not specifically bequeathed should be applied in Payment of his Funeral Expenses and of his Debts, in a due Course of Administration, and then of the Legacies and Arrears of the Annuities given by his said Will and Codicils; and it was referred to the said Master (amongst other things) to inquire and state to the Court what Freehold, Copyhold, and Leasehold Estates the said Testator was at the Time of his Death seised or possessed of or entitled to, distinguishing such as passed by his Will and Codicils from such (if any) as did not; and it was ordered that the Master should inquire and state to the Court what were the respective Values free from Incumbrances of such Freehold, Copyhold, and Leasehold Estates respectively, and what were the yearly and other Values of the same, and at what Rents the same were then let, and what Part or Parts thereof were or was unlet, and in whose Occupation, and to what Incumbrances such Freehold, Copyhold, and Leasehold Estates or any and which of them were subject, and to what Amounts respectively, and whether any and which of such Incumbrances were created by the said Testator, and whether the
said

Baron Vivian's Estate Act, 1853.

said Testator ever and when, in any and what Manner, made himself personally liable for any and which of such of those Incumbrances as were not created by him, and what were the respective Values of the Testator's Interests in such Freehold, Copyhold, and Leasehold Estates respectively, after deducting or making Allowance for such Incumbrances; and the said Master was to be at liberty to state any Circumstances as to any of the Inquiries thereby directed specially as he should think fit; and it was thereby referred to the Master to take an Account of the Rents and Profits of such Real and Leasehold Estates received by the said Sir *William Gosset*, or by any Person or Persons by his Order or for his Use, since the Testator's Decease: And whereas *Samuel Duckworth* Esquire, the Master to whom the said Cause was referred in pursuance of the said Decree, made his separate Report, dated the Twenty-seventh Day of *July* One thousand eight hundred and forty-four, with respect to the said Copartnership Trades in which the said Testator was engaged at his Death, and thereby certified that he found that the said Testator was at the Time of his Death engaged in the Trade or Business of a Copper Smelter and Copper Roller at certain Premises called the *Hafod* Copper Works, situated near the Town of *Swansea* in the County of *Glamorgan*, or elsewhere, and also in the Trade or Business of a Merchant and Ship Owner, as auxiliary to the said Trade or Business of a Copper Smelter and Copper Roller, and likewise in the Trade or Business of a Coal Worker or Vendor of Coals in the Neighbourhood of *Swansea* aforesaid, as auxiliary to the said other Trades or Businesses, and that he was so engaged therein in Copartnership with his Brother the said *John Henry Vivian*, the said *Octavius Williams*, *Henry Hussey Vivian*, and *Edward Budd*; that the said Trades or Businesses of Copper Smelters and Copper Rollers, and that of Merchants and Ship Owners, were carried on in such Copartnership under the Style or Firm of *Vivian and Sons*, and that the Trades or Businesses of Coal Workers and Vendors of Coal were carried on in Copartnership, not only with the Four Persons before named, but also together with the Firms of *Williams, Foster, and Company*, under the Style or Firm of the *Swansea Coal Company*, the said Firm of *Vivian and Sons*, and the said Firm of *Williams, Foster, and Company*, being interested in the said last-mentioned Trades or Businesses in equal Moieties; that the said Trades or Businesses carried on under the Style or Firm of *Vivian and Sons* were to continue for a Term of Eighteen Years, which commenced from the Thirty-first Day of *December* One thousand eight hundred and thirty, and would therefore expire on the Thirty-first Day of *December* One thousand eight hundred and forty-eight, and were carried on under certain Articles of Agreement contained in an Indenture bearing Date in the Month of *April* One thousand eight hundred and forty-two; and that the said Trades

Master's
Report,
dated 27th
July 1844.

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Baron Vivian's Estate Act, 1853.

or Businesses so carried on under the Style or Firm of the *Swansea Coal Company* were to continue for the Residue of a Term of Thirty Years which commenced on the First Day of *January* One thousand eight hundred and thirty-eight, and would therefore expire on the First Day of *January* One thousand eight hundred and sixty-eight, and were carried on under Articles of Agreement contained in an Indenture bearing Date the Fifteenth Day of *February* One thousand eight hundred and thirty-nine; and the said Master found that the Value of the said Testator's Share in the Capital of the said several Trades or Businesses at the Time of his Death, so far as the same had been or could be ascertained, did not exceed the Sum of seventy-two thousand Pounds, and had in fact been calculated at the Sum of Seventy-one thousand forty-two Pounds Fifteen Shillings and Tenpence; and he found that the said Testator's Brother the said *John Henry Vivian*, One of the said Testator's Partners in Trade, was willing to purchase or take the said Testator's Share of the said Capital at the Sum of Seventy-two thousand Pounds; and the said Master was of opinion that, having regard to the Nature and Extent of the said Trades or Businesses, and the Depression which had then lately taken place in the said Trades or Businesses of Copper Smelters and Copper Rollers, and the Risk and Uncertainty attending the carrying on of the same, and still further having regard to the large Amount of the said Testator's Debts and Liabilities, and the Deficiency of the Personal Estate and the other Assets of the said Testator exclusively of the Value of the Share of Capital to pay and satisfy such Debts and Liabilities, and likewise having regard to the Provisions contained in the aforesaid Indenture of the Tenth Day of *February* One thousand eight hundred and thirty-one respecting the Capital of the said Trades or Businesses, and the Amount at which the said Testator's Share of the said Partnership were taken and entered in the annual Stock Account of the Copartnership, that it would be fit and proper that the said Testator's said Share of the Capital of the said Trades or Businesses should be sold to the said *John Henry Vivian* at the Price or Sum of Seventy-two thousand Pounds, such Sum to be paid by him within Two Years, together with Interest thereon at and after the Rate of Four Pounds *per Centum per Annum* from the Thirty-first Day of *December* One thousand eight hundred and forty-one, the Time to which the Accounts of the Partnership were last made out and balanced previously to the Death of the said Testator; and he found that the said Trades or Businesses in which the said Testator was engaged at the Time of his Death had since that Time been carried on by the said *John Henry Vivian*, *Edward Budd*, and *Henry Hussey Vivian*, his surviving Partners, and that there were not any Assets of the said Testator by means of which the said *Sir William Gosset*, since deceased, as his Executor, could be enabled to carry on the said Trades

Baron Vivian's Estate Act, 1853.

Trades or Businesses on account of the said Testator; and he was of opinion that it would not only not be fit or proper or for the Benefit of the Parties interested under the said Testator's Will that the said Trades or Businesses or either of them should be so carried on by the said Sir *William Gosset*, since deceased, as Executor of the Will of the said Testator, but that it would be impossible, having due Regard to the Payment and Satisfaction of all the Debts and Liabilities of the said Testator, to carry on the same: And whereas by an Order made in the said Cause by his Lordship the late Master of the Rolls, and dated the Thirtieth Day of *July* One thousand eight hundred and forty-four, it was ordered that the said separate Report should be confirmed; and, without Prejudice to any Question in the said Cause as to the Rights of the Parties interested therein, it was ordered that the said Sir *William Gosset* should sell the Share of the said Testator in the Trades or Businesses in the said separate Report mentioned, and in the Works, Lands, and Hereditaments belonging to the said Partnerships, and in the Stock in Trade and other Estate and Effects of such Partnerships, to the said *John Henry Vivian*, for the Sum of Seventy-two thousand Pounds, with Interest on the same from the Thirty-first Day of *December* One thousand eight hundred and forty-one, at the Rate of Four Pounds *per Centum per Annum*; and by the same Order various consequential Directions were given for the Execution of the necessary Deeds, and for the Payment of the said Purchase Money of Seventy-two thousand Pounds and the Interest thereof: And whereas, in pursuance of the said last-mentioned Order, the said *John Henry Vivian* duly paid into the Bank to the Credit of the said Cause the several Sums of Forty-six thousand one hundred and seventy-eight Pounds Twelve Shillings and Sevenpence and Thirty-seven thousand two hundred and ninety-seven Pounds Nineteen Shillings and Fivepence, making together the Sum of Eighty-three thousand four hundred and seventy-six Pounds Twelve Shillings, being the total Amount of the said Purchase Money or Sum of Seventy-two thousand Pounds, with Interest thereon: And whereas

Order,
dated
30th July
1844.

Master's
General Re-
port, dated
26th July
1845.

Samuel Duckworth Esquire, the Master of the said Court of Chancery to whom the said Causes were referred, by his General Report made in the said Causes, and dated the Twenty-sixth of *July* One thousand eight hundred and forty-five, found that the said Testator was at the Time of his Death seised or possessed of or entitled to divers Freehold and Leasehold Estates situate in the several Parishes of *Cardinham*, *Saint Winnow*, *Warleggan Saint Neot*, and *Kenwyn* in the County of *Cornwall*, and the Parishes of *Plympton Saint Mary* and *Plympton Maurice* in the County of *Devon*, all of which passed by his Will and Codicil; (that is to say,)

A Freehold and Leasehold Estate called the *Glynn* Estate, situate in the Parish of *Cardinham* and *Saint Winnow* in the said County
of

Baron Vivian's Estate Act, 1853.

of *Cornwall*, containing altogether One thousand two hundred and seventy-one Acres and Five Perches, or thereabouts, whereof One thousand two hundred and sixty-six Acres and Twenty-eight Perches were Freehold, and Four Acres Three Roods and Seventeen Perches were Leasehold, held on Three Lives :

A Freehold Estate called the *Branston* Estate, situate in the said Parish of *Saint Winnow*, and containing altogether Two hundred and twenty-five Acres Two Roods and Twenty-four Perches, or thereabouts :

A Freehold and Leasehold Estate called the *Saint Winnow* Estate, consisting of the Manor or reputed Manor and Barton of *Saint Winnow*, and divers Messuages, Farms, Cottages, and Lands situate in the Parish of *Saint Winnow*, containing altogether Nine hundred and thirty-two Acres Two Roods and Thirty-two Perches, or thereabouts, whereof Nine hundred and Ten Acres and Sixteen Perches are Freehold, and Twenty-two Acres Two Roods and Sixteen Perches were Leasehold held on Two Lives :

A Freehold Estate called the *Newham* Estate, consisting of the Manor or reputed Manor of *Newham*, and various Houses, Buildings, Lands, and other Hereditaments situate in the Parish of *Kenwyn* in the said County of *Cornwall*, containing altogether Two hundred and twenty-two Acres One Rood and Thirty-five Perches, or thereabouts :

A Freehold Barn and Lands called *Triggs* or *Island Park*, situate in the said Parish of *Saint Winnow*, and containing together Fourteen Acres One Rood and Thirty-nine Perches, or thereabouts :

A Freehold Estate called the *Cardinham Lodge* Estate, situate in the said Parish of *Cardinham*, and containing altogether Three hundred and eighty-nine Acres and One Rood, or thereabouts, together with Three Fourths of a Freehold Tenement called *Tanna Mill* Tenement, containing Forty Acres Three Roods and Thirty-seven Perches :

A Freehold Cottage, Orchard, and Land called *Le Mar*, situate in the said Parish of *Cardinham*, containing altogether One hundred and four Acres Two Roods and Six Perches, or thereabouts :

A Freehold Estate called *Bofindle*, situate in the said Parish of *Warleggan*, containing altogether Sixty-one Acres and Fourteen Perches, or thereabouts, together with certain Rights to or over *Aldwinkle Common* in the said Parish :

A Freehold Farm and Lands called *Carne*, situate in the said Parish of *Warleggan*, containing altogether Fifty-three Acres and Ten Perches, or thereabouts :

A Freehold Estate, consisting of Three Fourths of a Farm and Lands called *Ludcot*, situate in the said Parish of *Cardinham*, containing Ninety-four Acres One Rood and Twenty-nine Perches,

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Perches, or thereabouts, and of One Eighth of *Ludcot Wood* in the said Parish, containing Fifty-two Acres One Rood and Thirteen Perches, or thereabouts, certain Freehold Woodlands called *Horstocks* or *Wortlestocks*, with a Cottage and Garden, situate in the said Parish of *Cardinham*, containing together One hundred and forty-one Acres and Six Perches, or thereabouts :

A Freehold Cottage and Lands situate in the said Parish of *Cardinham* called *Mill Town*, containing Eighteen Acres Two Roods and Twenty-six Perches, or thereabouts :

A Freehold Coach-house and Stable adjoining the Churchyard in the said Parish of *Cardinham* :

The Manors or reputed Manors of *Cardinham* and *Newland Preeze*, and divers Freehold Messuages, Lands, and Hereditaments belonging thereto, situate in the said Parish of *Cardinham*, containing Forty-two Acres One Rood and Twenty-five Perches, or thereabouts, together with the Downs, Moors, Commons, and Wastes, Parcel of the said Manors :

Also Three Fourths of certain Lands called *Higher Tresance*, in the same Parish, containing Seventy-nine Acres and Eleven Perches :

And Seven Eighths of other Freehold Lands called *Inner Berry*, in the same Parish, containing Nineteen Acres Three Roods and Three Perches :

The Manor of *Warleggan* and the *Trengoffe* Estate, situate in the said Parishes of *Warleggan* and *Saint Neot*, containing Five hundred and three Acres One Rood and Thirty-eight Perches, or thereabouts, together with certain Rights over *Aldwinkle Common*, *Warleggan Down*, and *Red Hill* Moors, in the said Parishes :

A Paper Mill, House, and Land called *Coosebean*, situate in the said Parish of *Kenwyn*, containing Eight Acres Two Roods and Eleven Perches, or thereabouts, Two Fields at *Kenwyn Cross* in the said Parish of *Kenwyn*, containing Three Acres and Thirty-one Perches, or thereabouts :

A Close of Land called *Wheatenlake* in the said Parish of *Plympton Saint Mary* in the County of *Devon*, containing Two Acres One Rood and Eleven Perches, or thereabouts :

And the Reversion, subject to the Life Interest of *Virginia Jackson Clyff* Spinster, aged Sixty-seven or thereabouts, therein, of and in a House and Garden at *Plympton Maurice* in the said County of *Devon* :

And in the Schedule to his said Report annexed, a Copy of which is set forth in the Schedule to this Act, the said Master set forth more detailed Particulars of the said several Estates ; and he found that it did not appear from any Evidence or Statement brought

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before him that the said Testator was at the Time of his Death seised or possessed of or entitled to any Freehold, Copyhold, or Leasehold Estates that did not pass by his Will and Codicils; and after certifying the respective Values, free from Incumbrances, of the said Freehold and Leasehold Estates, and the yearly and other Values of such Estates respectively, he found that Parts of the said Testator's Freehold and Leasehold Estates were subject to the several Incumbrances therein mentioned; and in particular he found that the Testator, subsequent to the Contract entered into by him for the Purchase of the said Estates called respectively the *Glynn* and *Branston* Estates, but previous to the Conveyance thereof to him, by an Indenture of Settlement herein-after more particularly mentioned, executed previous to his Marriage with the said *Letitia* Dowager Lady *Vivian*, and bearing Date the Tenth Day of *October* One thousand eight hundred and thirty-three, covenanted to charge the said Estates from and after his Decease with a Jointure or clear annual Rentcharge of Six hundred Pounds *per Annum* for the Benefit of the said *Letitia* Dowager Lady *Vivian* for her Life, with a Proviso for Cesser thereof on the Investment of Fifteen thousand Pounds Government Stock bearing Interest at Four Pounds *per Centum per Annum*, or so much other Government Stock as would produce Six hundred Pounds yearly Interest, but he did not find that any such Investment had been made; and he found that the said Testator purchased the said Estate called the *Saint Winnow* Estate, excepting Two Tenements, Part thereof, called respectively *Higher Trewither* and *Lower Trewither*, subject to the Payment of a perpetual Rentcharge of Ten Pounds to the Poor of the said Parish of *Saint Winnow*, charged thereon by Dame *Dorothy Drummond*, a former Owner of the said Estate, and also to the Payment of certain high Rents of Eighteen Shillings and One Shilling and Twopence, payable to Lady *Grenville*, in respect of other Parts of the same Estate; and he found that the said Estate called the *Saint Winnow* Estate, except the said Two Tenements called respectively *Higher Trewither* and *Lower Trewither*, was subject to a Mortgage for securing the Principal Sum of Thirteen thousand Pounds, and Interest thereon at the Rate of Five Pounds *per Centum per Annum*, to *Mary Catherine Vivian* Widow, deceased, but reducible to Three Pounds and Fifteen Shillings *per Centum* on punctual Payment, the same Sum and Interest having been secured to the said *Mary Catherine Vivian* by the Conveyance of the same Hereditaments made to or in trust for the said Testator by Indentures of Lease and Release dated respectively the Twenty-third and Twenty-fourth Days of *December* One thousand eight hundred and thirty-nine; but he found that, pursuant to the Order of the Thirtieth Day of *July* One thousand eight hundred and forty-four, therein-before referred to as having been produced and read before him,

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him, the said Mortgage Security was transferred to *Clifton Wintringham Loscombe* the elder and *Clifton Wintringham Loscombe* the younger, Esquires: And whereas *William Henry Tinney* Esquire, One of the Masters of the said Court, to whom the said Cause and a Cause supplemental thereto (which was instituted for the Purpose of bringing the said *Charles Hussey Panton Vivian*, the newly-born Son of the said *Charles Crespigny*, now *Baron Vivian*, before the Court), by his General Report dated the Twenty-second Day of *January* One thousand eight hundred and forty-eight, and made in the said Original and Supplemental Causes, after certifying that the said Testator's Children and Grandchildren were the several Persons herein-before in that Behalf mentioned, also certified that he found that the said *John Henry Vivian* and *Octavius Williams*, in the said Testator's Will named, had, by Deed Poll dated the Thirteenth Day of *February* One thousand eight hundred and forty-three, disclaimed the Trusts of the said Will and Codicils; and he further found that the Balance of the said Testator's Personal Estate, whether got in by the said Sir *William Gosset* or still outstanding, and which had not been converted into Money, or which did not consist of Money, was the Sum of Twelve thousand seven hundred Pounds or thereabouts; and the said Master also found that several Sums of Money, amounting together to the Sum of Seventy-two thousand six hundred and forty-two Pounds Ten Shillings and Sixpence, were then due to the several Persons therein named in respect of their Debts proved before him, and the Interest computed by him upon such of the said Debts as carried Interest, as directed by the said Decree; and he found that such of the said Debts as were Specialty Debts amounted together to the Sum of Sixty-three thousand two hundred and seventy-three Pounds Fourteen Shillings and Tenpence, and that such of the said Debts as were Simple Contract Debts amounted together to the Sum of Nine thousand three hundred and sixty-eight Pounds Fifteen Shillings and Eightpence; and he found that the Funeral Expenses of the said Testator were paid by or by the Order of the said Sir *William Gosset*, and had been allowed in taking the Account of the Receipts and Payments of the said Sir *William Gosset* in respect of the Personal Estate of the said Testator; and the said Master found that by an Indenture dated the First Day of *July* One thousand eight hundred and thirty-three, and made between *John Chambre* Earl of *Meath* of the First Part, the said Testator of the Second Part, the said *Charles Crespigny*, now *Baron Vivian*, (then *Charles Crespigny Vivian* Esquire,) of the Third Part, *Arabella Scott* Spinster of the Fourth Part, and *Archibald Acheson* (commonly called Viscount *Acheson*), *William Brabazon* (commonly called Viscount *Brabazon*), *Edward Keane*, and the said *John Henry Vivian*, of the Fifth Part, (being a Settlement made in contemplation of the Marriage then intended and shortly afterwards duly had and solemnized

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lemnized between the said *Charles Crespigny*, now *Baron Vivian*, and the said *Arabella Scott*,) the said Testator, in consideration of the said then intended Marriage, covenanted with the said Viscount *Acheson*, Viscount *Brabazon*, *Edward Keane*, and *John Henry Vivian*, that he would, within Six Months after the Solemnization of the said Marriage, secure to the Satisfaction of the said Viscount *Acheson*, Viscount *Brabazon*, *Edward Keane*, and *John Henry Vivian*, or the Survivor or Survivors of them, or the Executors, Administrators, or Assigns of such Survivor, the Sum of Fifteen thousand Pounds Sterling, with Interest for the same at the Rate of Four Pounds *per Centum per Annum*, to be computed from the Death of the said *Charles Crespigny*, now *Baron Vivian*, so as that the said Sum of Fifteen thousand Pounds and Interest, and the Security for the same, might become vested in the said Viscount *Acheson*, Viscount *Brabazon*, *Edward Keane*, and *John Henry Vivian*, and the Survivors and Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, upon the Trusts therein-after declared concerning the same, and that the said Indenture contained a Declaration of the Trusts upon which the said Sum of Fifteen thousand Pounds and the Interest thereof were to be held by the said Trustees thereof, such Trusts being for the Benefit of the said *Arabella Scott*, the then intended Wife of the said *Charles Crespigny*, now *Baron Vivian*, and the Children of the said then intended Marriage; and the said Master also found that by an Indenture dated the Tenth of *October* One thousand eight hundred and thirty-three, and made between the said Testator of the First Part, the said *Letitia Dowager Lady Vivian* (by her then Name of *Letitia Webster Spinster*) of the Second Part, and *John Trant* and *William Kemmis* of the Third Part, being the Settlement made in contemplation of the Marriage then intended and shortly afterwards duly had and solemnized between the said Testator and the said *Letitia Lady Vivian*, the said Testator, in consideration of the said then intended Marriage, and for making a Provision for his said then intended Wife in case she should survive him, covenanted with the said *John Trant* and *William Kemmis*, their Heirs and Assigns, that he would, within Six Months after the Solemnization of the said Marriage, make, do, and execute all such Acts, Deeds, Conveyances, and Assurances as the said *John Trant* and *William Kemmis*, or the Survivor of them, his Executors or Administrators, or his or their Counsel, should think necessary or proper, for effectually granting and securing to the said *Letitia* his then intended Wife, in case she should survive him, an Annuity or clear yearly Rentcharge of Six hundred Pounds, to be issuing and payable out of certain Lands, Tenements, and Hereditaments called *Glynn* in the Parish of *Cardinham* in the County of *Cornwall* aforesaid, which he the said Testator was then seised of or otherwise entitled to or interested in,
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and also out of certain Copper Works and their Appurtenances situate at *Hafod* near *Swansea* in the County of *Glamorgan*, and payable quarterly to the said *Letitia* his said then intended Wife, and her Assigns, during her Life, in full Bar and Satisfaction of Dower; and the said Testator also further covenanted to perform such other Acts and Deeds as are therein mentioned for further securing the said Annuity, and for other Purposes: And whereas, pursuant to Orders made in the said Cause, "*Gosset v. Vivian*," the Personal Estate of the said Testator not specifically bequeathed, and the Proceeds of the Sale of the said Testator's Share and Interest of and in the said Partnership Trades or Businesses, have been applied in Payment of his Funeral and Testamentary Expenses and just Debts, so far as the same would extend, but such Personal Estate and Proceeds were insufficient to pay such Funeral and Testamentary Expenses and just Debts in full: And whereas, under the Circumstances aforesaid, the said *Letitia* Dowager Lady *Vivian*, by an Agreement bearing Date the Fifteenth Day of *July* One thousand eight hundred and fifty-one, and made between the said *Charles Crespigny* Baron *Vivian* of the one Part, and the said *Letitia* Dowager Lady *Vivian* of the other Part, upon certain Terms therein mentioned, elected to take the Jointure or Annuity of Six hundred Pounds a Year to which she was entitled under the said Indenture of Settlement of the Tenth Day of *October* One thousand eight hundred and thirty-three, instead of the Provision made for her by the said recited Will: And whereas the said Sir *William Gosset* died in the Month of *March* One thousand eight hundred and forty-eight, intestate as to Trust Estates, having previously married *Gertrude Martha Daniell* at *Saint Feock* in the County of *Cornwall*, and leaving *Ralph Allen Gosset* his eldest Son and Heir-at-Law: And whereas by an Order in the said Cause and in a Cause supplemental thereto, in which the said *Letitia* Dowager Lady *Vivian* was Plaintiff, and the said *Charles Crespigny* Baron *Vivian* and others were Defendants, made by his Honour the Master of the Rolls on the Petition of the said *Charles Crespigny* Lord *Vivian*, and dated the Eighteenth Day of *July* One thousand eight hundred and fifty-one, it was referred to the said Master to inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Infant Defendants the said *Hussey Crespigny Vivian*, *John Brabazon Vivian*, and *Charles Hussey Panton Vivian*, that the said Agreement of the Fifteenth Day of *July* One thousand eight hundred and fifty-one, and made between the said *Charles Crespigny* Baron *Vivian* of the one Part, and the said *Letitia* Dowager Lady *Vivian* of the other Part, and whereby the said Lady *Vivian* elected to take the Jointure granted her by the Settlement made on her Marriage with the said Testator, in preference to the Annuity given her under his Will, should be carried into effect under

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the Order and Direction of the Court, or with any and what Variation; and if the said Master should be of that Opinion he was to inquire and state to the Court whether it would be fit and proper and for the Benefit of the said *Hussey Crespigny Vivian* and *John Brabazon Vivian* that all the other Specialty and Simple Contract Debts of the said Testator should be paid before the Trust Debt of Fifteen thousand Pounds in the same Petition mentioned, leaving the said Trust Debt a general Charge upon the said Testator's Estates, subject to the then subsisting Mortgage upon the *Saint Winnow* Estate, and to the Mortgage proposed by the said Agreement for securing the Balance of her Jointure to the said Lady *Vivian*; and it was referred to the said Master to inquire and state to the Court how much was due to the said Lady *Vivian* in respect of her said Jointure of Six hundred Pounds *per Annum* accrued due since the said Testator's Death down to the last quarterly Day of Payment thereof; and it was referred to the said Master to appoint Two or more proper Persons to be Trustees of the said Testator's Will in the Place of the said Sir *William Gosset* deceased, and of the said *John Henry Vivian* and the said *Octavius Williams*, who had respectively renounced the Trusts thereof, and to settle and approve of a proper Deed for conveying and vesting in such new Trustees all the said Real Estates of the said Testator, upon the Trusts of the said Testator's Will, in such Manner, and to be executed by all such Parties, as the said Master should direct; and after the said Master should have made his Report such further Order should be made as should be just; but the said Order was to be without Prejudice to any Question as to how the Arrears of the Annuity given to the said *Lalage Letitia Caroline Vivian* were to be paid: And whereas, in pursuance of the said last-mentioned Order, the said Master made his Report dated the Twenty-fifth Day of *July* One thousand eight hundred and fifty-one, whereby he certified that he was of opinion and found that it would be fit and proper, and for the Benefit of the said *Hussey Crespigny Vivian*, *John Brabazon Vivian*, and *Charles Hussey Panton Vivian*, that the said Memorandum of Agreement made between the said *Charles Crespigny Baron Vivian* and the said *Letitia Lady Vivian*, and dated the Fifteenth Day of *July* One thousand eight hundred and fifty-one, should be carried into effect under the Order and Direction of the Court, with the Variation that the said *Charles Crespigny Baron Vivian* should have the future Conduct of the said Suits in the Place of the said *Letitia Lady Vivian*, and using her Name as far as was necessary, and that the Arrears of the said Annuity of One hundred Pounds *per Annum* to the said *Lalage Letitia Caroline Vivian* for her Life, by the said Agreement provided to be paid to the said *Letitia Lady Vivian*, were to be paid out of the said Trust Estate, but without Prejudice as between the said *Jane Frances Ann*

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Ann Vivian and *Lalage Letitia Caroline Vivian* to the Right of the said *Jane Frances Ann Vivian* to an Annuity of One hundred Pounds bequeathed to her by the said Testator, commencing at the Termination of the said Copartnership, and with the Addition of a Covenant on the Part of the said *Charles Crespigny Baron Vivian* for the punctual Payment to the said Lady *Vivian* of the said Jointure of Six hundred Pounds *per Annum* intended to be provided for her by the said Indenture of the Tenth Day of *October* One thousand eight hundred and thirty-three, and of the One hundred Pounds *per Annum* to the said Lady *Vivian*, in addition to the Securities provided for by the said Agreement of the Fifteenth Day of *July* One thousand eight hundred and fifty-one; and the said Master certified that he was also of opinion and found that it would be fit and proper, and for the Benefit of the said *Hussey Crespigny Vivian* and *John Brabazon Vivian*, that all the other Specialty and Simple Contract Debts of the said Testator *Richard Hussey Baron Vivian* should be paid before the Trust Debt of Fifteen thousand Pounds therein-before mentioned, leaving the said Trust Debt a general Charge upon the said Testator's Real Estates, subject to the Mortgage on the *Saint Winnow* Estate, and that the Mortgage proposed by the said Agreement should be made for securing the Balance of the Jointure; and the said Master found that there was due to the said *Letitia Lady Vivian*, in respect of the said Jointure of Six hundred Pounds, accrued due since the said Testator's Death, after deducting Property Tax, the Sum of Five thousand and ninety-six Pounds Seventeen Shillings and Sixpence; and the said Master certified that he had appointed *Samuel Pepys Cockerell* of *Lincoln's Inn*, Esquire, Barrister-at-Law, and *Sir Richard Duckworth King* of *Belle Vue* in the County of *Kent*, Baronet, to be and that they had consented to act as Trustees of the said Testator's Will in the Place of the said *Sir William Gosset* deceased, and of the said *John Henry Vivian* and the said *Octavius Williams*, who had respectively renounced the Trusts thereof: And whereas by an Order made by his Honour the Master of the Rolls on the Fourth Day of *August* One thousand eight hundred and fifty-one the said Report was confirmed; and it was ordered that the said Memorandum of Agreement made between the said *Charles Crespigny Baron Vivian* and the said Lady *Vivian* should be carried into effect, with the Variations in the said Report mentioned; and the said Lady *Vivian* selecting to take the Jointure of Six hundred Pounds a Year mentioned in her Settlement dated the Tenth of *October* One thousand eight hundred and thirty-three, executed previously to her Marriage with the said Testator *Richard Hussey Baron Vivian*, instead of the Provisions made for her by the Will of the said Testator, it was ordered that the Fifteen thousand three hundred and eighty-five Pounds Two Shillings and Threepence Bank Three *per Centum* Annuities standing in

Order of
Court, dated
4th Au-
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in the Name of the Accountant General, "The Jointure Account of the Defendant the Dowager Lady *Vivian*," should be sold, and that out of the Monies arising from such Sale the Sum of Five thousand and ninety-six Pounds Seventeen Shillings and Sixpence, being the Amount found by the said Report to be due to the said Lady *Vivian* in respect of her said Jointure of Six hundred Pounds to the Twenty-second Day of *May* then last past, should be paid to the said Dowager Lady *Vivian*; and it was ordered that thereout also the Sum of Two hundred and forty-two Pounds Fourteen Shillings and Twopence, being the Amount of Two and a Half Years Annuity of One hundred Pounds *per Annum* bequeathed to the said *Lalage Letitia Caroline Vivian* by the said Testator's Will, and commencing from the Thirty-first of *December* One thousand eight hundred and forty-eight, when the said Partnership terminated, should be paid to the said Dowager Lady *Vivian*, as the Mother and Guardian of the said *Lalage Letitia Caroline Vivian*; and it was ordered that the Residue of the Monies to arise by the said Sale, after making the Payments aforesaid, and the Sum of Two hundred and twenty-four Pounds and Eleven-pence Cash on the like Credit, should be carried over to the Credit of the first-mentioned Cause *Gosset v. Dowager Lady Vivian*; and it was referred to the Master to settle a proper Deed or Deeds for securing the Payment of the said Jointure of Six hundred Pounds to the said Dowager Lady *Vivian*, by a proper Charge on the *Glynn* Estate, pursuant to the Covenant contained in the said Settlement; and in order to secure the Replacement to the said Jointure Account of the Balance of the said Jointure which should be carried over as aforesaid, it was ordered that the said Master should approve of a proper Mortgage in Fee, with a Power of Sale, of the Real Estates of the said Testator, or such Portion thereof as the said Master should direct, of the Value at the least of a Sum equal to Half as much again as the said Balance (after allowing for all such Charges and Incumbrances on the said Estate, and over and above the Value of the said *Glynn* Estate), for securing such Replacement of the said Balance, with Interest at Four Pounds *per Centum*, and for applying such Interest, or so much thereof as should from Time to Time be required for that Purpose, towards keeping down the said Jointure, and the said legal Charge and Mortgage Security were respectively to contain a Proviso that in case the *Devon and Cornwall* Railway should ever be carried out, or any other Railways in addition thereto or in lieu thereof, the Compensation to be paid by that or any other Railway Company in respect of Land Part of the said *Glynn* Estate, or of any other Land to be comprised in such Security which might be required for the Purposes of any such Railway, should be available towards paying the Debts of the said Testator, in case the said Master should be of opinion that the Estates which would then remain
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subject to the Securities for the said Jointure and Balance were ample to secure the same, and the Securities to be settled by the said Master were to extend also to secure the future Payments of the said Annuity of One hundred Pounds *per Annum* to the said *Lalage Letitia Caroline Vivian*, commencing from the Thirtieth Day of *June* One thousand eight hundred and fifty-one, to which Day the Arrears of the said Annuity had been computed, and to be paid to her by equal quarterly Payments, and the first of such quarterly Payments to become due on the Thirtieth Day of *September* then next, such Annuity of One hundred Pounds *per Annum* to be so nevertheless secured, subject and without Prejudice to the said Jointure, and also to be without Prejudice to the Rights of the said *Jane Frances Ann Vivian* in respect of the Annuity of One hundred Pounds *per Annum* bequeathed to her by the said Testator's Will, and commencing from the Determination of the said Partnership, and such Securities were to provide that after the Decease of the said *Letitia Dowager Lady Vivian* the *Glynn* Estate alone should be the Security for the said Annuity of the said *Lalage Letitia Caroline Vivian*, and the said Jointure Fund should cease to be any longer charged therewith, and the said *Charles Crespigny Baron Vivian* was to be made a Party to the said Security, for the Purpose of further securing by his Covenant the punctual Payment of the said Jointure of Six hundred Pounds *per Annum* to the said *Letitia Dowager Lady Vivian*, and the said Annuity of One hundred Pounds *per Annum* to the said *Lalage Letitia Caroline Vivian*, and the said Securities, and the Provisions thereby secured to the said *Letitia Dowager Lady Vivian* and the said *Lalage Letitia Caroline Vivian*, were to be deemed in lieu and full Satisfaction of all their Claims respectively under the Will of the said Testator, and particularly of the Legacy of Five thousand Pounds given by the said Will to the said *Lalage Letitia Caroline Vivian*, and the Annuity of One hundred Pounds directed by the said Testator to be paid to or for the Benefit of the said *Lalage Letitia Caroline Vivian* until the Expiration or Determination of the said Testator's Copartnership Trades, and the Sum set apart by Messrs. *Vivian* and Sons under the Order of the said Testator for the Purpose of securing to or providing a Sum of Two thousand Pounds for the said *Lalage Letitia Caroline Vivian* on her attaining the Age of Twenty-one Years, was to be paid to her accordingly, with all Accumulations of Interest thereon in the meantime, on her attaining the Age of Twenty-one Years, and the said *Charles Crespigny Baron Vivian* was to be at liberty to enter into possession of the said Testator's Mansion House at *Glynn*, and to occupy the same, and of the Farms and Lands in hand, and also to undertake the Management and Control of all the said Testator's Real Estate, and to receive the Rents and Profits thereof, the said *Charles Crespigny Baron Vivian* by his Counsel thereby undertaking

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to apply such Rents and Profits, as far as they would extend, in the first place in paying and keeping down all Interest and other Outgoings charged upon or payable out of or in respect of the said Testator's Estate by the said Testator's Will and otherwise, and the said *Charles Crespigny Baron Vivian* was to be also put into possession of the several Articles of Diamonds, Plate, and other Chattels bequeathed by the said Testator's Will as Heirlooms; and it was ordered that the said *Charles Crespigny Baron Vivian* should be at liberty from Time to Time to sell all or any of such Articles as he should consider most advantageous and beneficial for the Purpose of providing additional Funds for the Discharge of the said Testator's Debts, and from Time to Time to pay the net Proceeds of such Sales into the Bank, with the Privity of the said Accountant General, to be there placed to the Credit of the first-mentioned Cause of "*Gosset v. Dowager Lady Vivian*;" and it was ordered that the Seven thousand three hundred and thirty-two Pounds Fifteen Shillings and Sixpence Bank Three Pounds *per Centum* Annuities standing in the Name and with the Privity of the said Accountant General, in trust in the first-mentioned Cause, "*Gosset v. Dowager Lady Vivian*," the Marriage Settlement Account of the Defendant *Baron Vivian*, should be sold; and it was ordered that the Money to arise from such Sale, and the Sum of One hundred and six Pounds Fifteen Shillings and Eightpence Cash in the Bank on the like Account, should be carried over, with the Privity of the said Accountant General, to the Credit of the said first-mentioned Cause of "*Gosset v. Dowager Lady Vivian*;" and after authorizing the Firm of Messrs. *Cox and Greenwood* to pay into the Bank, with the Privity of the said Accountant General, to the Credit of the first-mentioned Cause, "*Gosset v. Dowager Lady Vivian*," certain Monies and Exchequer Bills therein mentioned, belonging to the said Testator's Estate, and directing the Sale of such Exchequer Bills, it was ordered that out of the Cash thereby directed to be paid or carried over to the Credit of the Cause, "*Gosset v. Dowager Lady Vivian*," the Specialty Debts of the said Testator mentioned in the said Master's Report dated the Twentieth Day of *March* One thousand eight hundred and fifty-one (except the Trust Debt of Fifteen thousand Pounds therein mentioned, together with subsequent Interest thereon, to be verified by Affidavit,) should be paid to the Persons to whom the said Master had found the same to be due, or their legal personal Representatives, as therein mentioned; but in case such Cash should be insufficient for the Purpose, it was ordered that the same should be apportioned amongst such Specialty Creditors (except as aforesaid) according to the Amount of their Debts and Interests; and inasmuch as the said Trust Debt of Fifteen thousand Pounds was not payable during the Life of the said *Charles Crespigny*

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pigny Baron *Vivian*, the same was to remain, until the further Order of the said Court, a general Charge upon the said Testator's Real Estate, subject to the then subsisting Mortgage upon the *Saint Winnow* Estate, and to the said Securities to be made for securing the said Jointure of Six hundred Pounds *per Annum* and Annuity of One hundred Pounds *per Annum*, and for securing the Replacement of the said Balance of the said Jointure Fund; and it was ordered that it should be referred to the Taxing Master to whom the said Causes stand referred to tax the subsequent Costs of the Plaintiff Dowager Lady *Vivian* of these Causes, including therein any Costs, Charges, and Expenses properly incurred of and relating to the Negotiations for and the perfecting of the Arrangement contemplated by the said Agreement of the Fifteenth Day of *July* One thousand eight hundred and fifty-one, and of the necessary Deeds and Proceedings for that Purpose; and it was ordered that out of any Monies arising from the said Sales, and to be from Time to Time paid by the Right Honourable *Charles Crespigny* Baron *Vivian*, pursuant to the Order, into the Bank, to the Credit of the first-mentioned Cause, such Costs, Charges and Expenses should be paid as therein mentioned; and it was ordered that the future Conduct of the said Causes should be committed to the said *Charles Crespigny* Baron *Vivian*, in the Place of the said *Letitia* Dowager Lady *Vivian*, pursuant to the said Agreement, with Liberty to use her Name therein, so far as the same might be necessary, the said *Charles Crespigny* Baron *Vivian* being indemnified out of the Estate of the said Testator, and that *Charles Ranken* should be appointed a Trustee of the Will of the said Testator *Richard Hussey* Baron *Vivian* deceased, jointly with the said *Samuel Pepys Cockerell* and Sir *Richard Duckworth King*: And whereas the Specialty Debts of the said Testator (except the Trust Debt of Fifteen thousand Pounds in the said Order mentioned), and the Interest computed thereon down to the Eighteenth Day of *August* One thousand eight hundred and fifty-one, amounted to the Sum of Twenty-seven thousand three hundred and seventy-nine Pounds Thirteen Shillings: And whereas on the Eighteenth Day of *August* One thousand eight hundred and fifty-one the Sum of Twenty-four thousand seven hundred and forty-nine Pounds Nine Shillings and Ninepence was divided rateably among the said Specialty Creditors, which left a Balance due in respect of such Specialty Debts of Two thousand five hundred and Twenty-nine Pounds Three Shillings and Threepence, together with Interest to be computed thereon from the said Eighteenth Day of *August* One thousand eight hundred and fifty-one: And whereas by an Indenture bearing Date the Twenty-ninth Day of *November* One thousand eight hundred and fifty-one, and made between the said *Ralph Allen Gosset* of the one Part, and the said *Samuel Pepys Cockerell*, Sir *Richard Duckworth King*, and

Indenture
dated |
29th Nov.
1851.

Charles

Baron Vivian's Estate Act, 1853.

Charles Ranken of the other Part, the said *Ralph Allen Gosset*, in pursuance of the said Order of the Fourth *August* One thousand eight hundred and fifty-one, duly conveyed all and singular the Freehold Messuages, Lands, Tenements, Hereditaments, and other Real Estates situate, lying, and being or arising in *England* or elsewhere, by the said Will of the said Testator *Richard Hussey Baron Vivian* devised or expressed to be devised unto the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*, their Heirs and Assigns, as therein-before was mentioned, unto the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and their Heirs, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, and Declarations in and by the said Will expressed and declared of and concerning the same Premises respectively, and so and in such Manner as if the Names of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, as Trustees, had been inserted in the said Will, instead of the Names of the said Sir *William Gosset*, *John Henry Vivian*, and *Octavius Williams*: And whereas by Decree dated the Twenty-ninth Day of *May* One thousand eight hundred and fifty-two, made on the Hearing of a Cause supplemental to the above-mentioned Causes, and instituted for the Purpose of making the said new Trustees to the said Testator's Will Parties to the said Suits, it was ordered and decreed that the original Decree dated the Thirtieth Day of *May* One thousand eight hundred and forty-three, and the Supplemental Decree dated the Thirty-first Day of *July* One thousand eight hundred and forty-seven, and the Order on further Directions of the Twenty-first of *July* One thousand eight hundred and forty-nine, and the Inquiries and Accounts thereby directed, should be carried on and prosecuted between the Parties to the said Supplemental Suit in like Manner as thereby directed between the Parties to the former Suits, and further Directions and Costs were reserved, with Liberty to apply: And whereas the said *Charles Crespigny Baron Vivian*, in pursuance of the herein-before recited Order dated the Fourth Day of *August* One thousand eight hundred and fifty-one, entered into possession of the said Testator's Mansion House at *Glynn*, and the Farms and Lands in hand, and took upon himself the Management of all the said Testator's Real Estates, and he has ever since been and is in receipt of the Rents and Profits thereof, and he has out of such Rents and Profits, so far as they would extend, and partly out of his own private Resources, regularly paid to the said *Letitia Dowager Lady Vivian* and *Lalage Letitia Caroline Vivian*, and also the said Defendant *Jane Frances Ann Vivian*, their respective Annuities of Six hundred Pounds, One hundred Pounds, and One hundred Pounds respectively, on the respective Days and Times on which the same became due and payable: And whereas the said *Charles Crespigny Baron Vivian*

Decree,
dated
29th May
1852.

Baron Vivian's Estate Act, 1853.

Vivian has purchased of the said *John Cranch Walker Vivian*, and is now absolutely entitled to, all the Arrears due in respect of the Annuity or yearly Sum of Five hundred Pounds so bequeathed by the said recited Will of the said Testator to the said *John Cranch Walker Vivian* during the Continuance of the Partnership in the said Will mentioned, and also all the said One Fourth Part or Share of the Share of the said Testator *Richard Hussey Baron Vivian* deceased of and in the *Hafod* Copper Works, by the same Will bequeathed to the said *John Cranch Walker Vivian* as aforesaid, and all Interest due and to grow due upon or in respect of the said One Fourth Share or upon any Funds which may represent the same, and also a certain Debt or Sum of Four thousand Pounds allowed by the said Master to be due from the Estate of the said Testator *Richard Hussey Baron Vivian* deceased to the said *John Cranch Walker Vivian*, and all Interest due and to grow due in respect thereof, and also all and every the Estates, Rights, and Interests of him the said *John Cranch Walker Vivian* of and in the Real and Personal Estate of the said Testator *Richard Hussey Baron Vivian* deceased, under and by virtue of his said Will and Codicil (save and except any Limitation to him the said *John Cranch Walker Vivian* of any Part of such Real and Personal Estate in remainder or reversion): And whereas by an Indenture bearing Date the Eleventh *January* One thousand eight hundred and fifty-three, and made between the said *Jane Frances Ann Vivian* of the one Part, and the said *Charles Crespigny Baron Vivian* of the other Part, for the Considerations therein mentioned, the said *Jane Frances Ann Vivian* assigned unto the said *Charles Crespigny Baron Vivian* all the Arrears due and payable to her in respect of the Annuity of One hundred Pounds *per Annum* bequeathed to her by the said Will of the said Testator, and payable during the Continuance of the said Partnership: And whereas by Articles of Agreement dated the Twenty-seventh Day of *October* One thousand, eight hundred and fifty-two, and made and entered into between the *West Cornwall* Railway Company of the one Part, and the said *Charles Crespigny Baron Vivian* of the other Part, after reciting that the *West Cornwall* Railway Company intended to apply to Parliament in the ensuing Session for an Act authorizing them to construct a Branch Line of Railway from the Main Line of the *West Cornwall* Railway at or near *Penwithers* in the County of *Cornwall* to the *Truro* River at or near *Newham* in the same County, and after reciting that the said *Charles Crespigny Baron Vivian* was seised or entitled as Tenant for his own Life of or to the Lands and Hereditaments distinguished in the Map or Plan thereunto annexed by the Colour Red, and that it was intended that the said Branch Line of Railway should pass through such Lands and Hereditaments, or some Part thereof, and after reciting that the said Company and the said *Charles Crespigny*

Indenture,
dated
11th Ja-
nuary 1853.

Articles of
Agreement,
dated
27th Oct.
1852.

[*Private.*]

Baron Vivian's Estate Act, 1853.

Baron *Vivian*, being mutually desirous that the said Branch Line of Railway should be constructed, had entered into the Arrangement therein-after contained, it was witnessed that, in consideration of the Premises, and of the Covenants on the Part of the said *Charles Crespigny Baron Vivian* therein-after contained, the said *West Cornwall Railway Company* did thereby, for themselves, their Successors and Assigns, covenant and declare with and to the said *Charles Crespigny Baron Vivian*, his Executors, Administrators, and Assigns, in manner following; (that is to say,) that they the said *West Cornwall Railway Company* should and would apply for and use their best Endeavours to obtain in the Session of Parliament then next ensuing an Act of Parliament authorizing them the said Company to construct a Branch Line of Railway to commence at a Point of Junction with the Main Line of the said *West Cornwall Railway* at or near *Penwithers* aforesaid, and to proceed in or along the Line or Course indicated on the said Map or Plan by the dotted Black Line drawn thereon, or as near thereto as might be found practicable or convenient, and to terminate at or near the Point distinguished on the said Map or Plan by the No. 1., or, in the event of the said Company being unable, or being advised that there was no reasonable Probability of their being able, to obtain an Act authorizing the Extension of the said Branch Line beyond the Road distinguished on the said Map or Plan by the No. 28., then to terminate at or near the Point distinguished on the said Map or Plan by the No. 24., and that for the Purposes aforesaid the said Company would cause all such Plans to be deposited and Notices to be given, and all such other Steps and Proceedings to be taken, as might be required in that Behalf by the Standing Orders of both or either of the Houses of Parliament; and also that, in case the said Act should be obtained, the said Company would, with due and reasonable Diligence, construct and complete the Branch Line of Railway thereby authorized, with all necessary and proper Works and Conveniences, and in particular with all such Accommodation Works as were specified in the Schedule thereto annexed, or so many thereof as, having regard to the said Act of Parliament and the Line of Railway to be constructed in pursuance thereof, might be practicable and required by the Circumstances of the Case; and also that the said Branch Line of Railway, when so constructed and completed as aforesaid, should be forthwith opened for public Traffic; and also that, whether the said Branch Line of Railway should be made to terminate at a Point at or near *Newham* aforesaid, or at or near the said Spot distinguished by the No. 24., the said Company would in either Case, upon being satisfied as to the Title of the said *Charles Crespigny Baron Vivian*, or of the Person or Persons for the Time being entitled in possession thereto, and on the Execution of a proper Conveyance thereof, pay for such Lands and Hereditaments, or so much thereof

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Baron Vivian's Estate Act, 1853.

as should be so taken or required, the Sum of Eight hundred Pounds, such Sum to be in full for the Purchase of the same Lands and Hereditaments, or so much thereof as aforesaid, and to include Compensation for Severance, Injury to Residences or otherwise, and all Compensation to Lessees or Occupiers, except for Crops and unexpended Manure, such Sum of Eight hundred Pounds to be paid by the said Company previously to entering on the Land, and in such Manner as required by Law in the Case of Purchases of Land by Railway Companies from Tenants for Life; provided always, and it was thereby agreed and declared, that, notwithstanding anything therein contained, or to be contained in the said Act, no Lands or Hereditaments of or to which the said *Charles Crespigny Baron Vivian* was seised or entitled as Tenant for Life as aforesaid, except the said Lands and Hereditaments distinguished by the Colour Red in the said Map or Plan, should be taken by the said Company for the Purposes of the said Branch Line, Works, and Conveniences, or any of them, without the previous Consent in Writing of the said *Charles Crespigny Baron Vivian* or his Assigns, or other the Person or Persons for the Time being entitled in possession to such Lands and Hereditaments, but that, subject only to that Restriction, the said Company should, notwithstanding anything therein contained, be at liberty to deviate and depart from the said proposed Line of the said Branch Railway so far and in such Manner as, having regard to the Provisions of the said Act so to be obtained as aforesaid, they might be authorized and might think proper so to do; and that, in consideration of the Premises, he the said *Charles Crespigny Baron Vivian* thereby, for himself, his Heirs, Executors, and Administrators, covenanted and declared, with and to the said *West Cornwall Railway Company*, their Successors and Assigns, that the said *Charles Crespigny Baron Vivian* and his Assigns would consent to the Introduction into the Commons House of Parliament in the Sessions of Parliament next ensuing of One or more Bill or Bills for an Act or Acts authorizing the Construction by the said *West Cornwall Railway Company*, consistently with the aforesaid Covenants in that Behalf, of the said proposed Branch Line of Railway, with the said Works and Conveniences, and would consent to the passing of the same into an Act or Acts accordingly, and would, at the Request of the said Company, testify such Consent from Time to Time in such Way and Manner as the said Company might reasonably require, and would not, either directly or indirectly, in public or in private, oppose, or aid or encourage or countenance any Opposition to the obtaining by the said Company in the next Session of Parliament of any Act or Acts authorizing the Construction of the said Branch Line, either to a Terminus at or near the said Point distinguished by the No. 1. as aforesaid, or to a Terminus at or near the said Point distinguished by the No. 24. as aforesaid;

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aforesaid; and also that, in case the said Act or Acts should be obtained, he the said *Charles Crespigny Baron Vivian* or his Assigns, or other the Person or Persons for the Time being entitled in possession as aforesaid, would, upon Payment by the said Company of the said Sum of Eight hundred Pounds, pursuant to the Covenant by the said Company therein-before in that Behalf contained, sell and convey the said Lands and Hereditaments distinguished on the said Map or Plan by the Colour Red, or such Parts thereof as should be required for the Purposes of the said Branch Line, Works, and Conveniences, unto the said Company, their Successors and Assigns, for all such Estate and Interest as the said *Charles Crespigny Baron Vivian*, or other the Person or Persons for the Time being entitled in possession as aforesaid, was, or should by the said Act, or the "Lands Clauses Consolidation Act, 1845," or otherwise, be authorized or empowered to convey; and it was by the now-reciting Agreement declared that the several Covenants therein contained on the Part of the said *Charles Crespigny Baron Vivian* were entered into by him subject to the Approbation of the Court of Chancery in the said Suits, and that he would forthwith apply to the said Court of Chancery for an Order confirming the Agreement therein contained, and, further, that the said Company should bear and pay all the Costs, Charges, and Expenses of him the said *Charles Crespigny Baron Vivian* in or about or relating to the negotiating, preparing, and performing of that Agreement, and also of such Application to the said Court of Chancery as aforesaid, and all other the Costs and Expenses attending or consequent on the Sale and Purchase of the said Lands and Hereditaments or any Part thereof, as were required by the said "Lands Clauses Consolidation Act" to be paid by public Companies in Cases of Purchase from Parties having limited Interests: And whereas by Articles of Agreement, also dated the Twenty-seventh Day of *October* One thousand eight hundred and fifty-two, and made and entered into between the said *Charles Crespigny Baron Vivian* of the one Part, and the said *West Cornwall Railway Company* of the other Part, reciting as or to the Effect in the said before-recited Articles, and that a provisional Agreement, meaning the said last herein-before recited Agreement, had been entered into between the said Company and the said *Charles Crespigny Baron Vivian*, for the Purchase by the said Company, in the event of their obtaining the said Act, of so much of the said Lands and Hereditaments as might be required for the Purposes of the said Branch Railway, and after reciting that the said Company and the said *Charles Crespigny Baron Vivian* had entered into the further Arrangement therein-after contained, it was witnessed, and in consideration of the Premises, and of the Covenants on the Part of the said Company therein-after contained, the said *Charles Crespigny Baron Vivian* did thereby, for himself, his Heirs, Executors, and Administrators,

covenant

Articles of
Agreement,
dated
27th Oct.
1852.

Baron Vivian's Estate Act, 1853.

covenant and declare with and to the said *West Cornwall Railway Company*, their Successors and Assigns, that he the said *Charles Crespigny Baron Vivian* or his Assigns would apply for an Order of the High Court of Chancery in the said Causes then depending, directing an Application to be made in the Session of Parliament next ensuing for an Act of Parliament authorizing him or them to grant or otherwise authorizing to be granted One or more Lease or Leases of the said Lands and Hereditaments distinguished on the said Map or Plan No. 2. therein referred to by the Colour Purple, for any Term or Terms not being less than Ninety-nine Years from the Time of passing the same Act, for the Purposes of the Erection and Construction of Wharves upon the same Lands and Hereditaments; and also that, in case the same Order should be obtained, the said *Charles Crespigny Baron Vivian* or his Assigns would apply for and use his or their best Endeavours to obtain such Act of Parliament as last aforesaid; and also that, in case the same Act should be obtained, and in case the said Act intended to be applied for by the said Company as aforesaid should also be obtained, the said *Charles Crespigny Baron Vivian* or his Assigns would grant or cause to be granted to the said Company One or more Lease or Leases, upon the Terms and Conditions therein-after mentioned, of the Lands and Hereditaments following; (that is to say,) in case the said Act to be obtained by the said Company as aforesaid should authorize the Construction of the said Branch Line to the said proposed Terminus at or near to the said Point distinguished by the No. 1., then the said Lease should be granted of such Lands and Hereditaments as were in the said Plan No. 1. distinguished by the Colour Purple, but in case such last-mentioned Act should not authorize the Extension of the said Branch Line beyond the said Road distinguished by the said No. 28., then the said Lease or Leases should be granted of such Lands and Hereditaments as were in the said Plan No. 2. distinguished by the Colour Purple, and that the said Lease or Leases should be granted for the full Term of Ninety-nine Years from the Time of the passing of the Act authorizing the granting of the same; and in consideration of the Premises the said *West Cornwall Railway Company* thereby, for themselves, their Successors and Assigns, covenanted and declared with and to the said *Charles Crespigny Baron Vivian*, his Heirs and Assigns, amongst other Things following; (that is to say,) that in case the said Acts so to be applied for by the said *Charles Crespigny Baron Vivian* and the said Company respectively as aforesaid should be obtained, they the said Company would accept and take a Lease or Leases to be granted in pursuance of the Covenants therein-before in that Behalf contained, and would duly execute a Counterpart or Counterparts of such Lease or Leases, with a Proviso that in the said Lease or Leases so to be granted as aforesaid there should be contained Covenants and Provisions on the Part of the said Com-

[*Private.*]

Baron Vivian's Estate Act, 1853.

pany as or to the Effect therein-after mentioned; (that is to say,) that in case such Lease or Leases should be granted of the Lands and Hereditaments distinguished in the said Plan numbered 1. by the Colour Purple the said Company should be bound with due and reasonable Diligence to erect and construct upon the same Lands and Hereditaments a substantial Wharf of not less than Six hundred Feet in Length upon and along the Line indicated on the said Plan numbered 1. by the Line drawn thereon from the Letter A. to the Letter B., such Wharf to be constructed in all respects in conformity with a certain Plan of Wharves proposed to be constructed on the Banks of the said *Truro* River, which Plan was prepared under the Directions of the Lords Commissioners for executing the Office of Lord High Admiral, and deposited and was then lying at the Office of the Town Clerk for the Borough of *Truro*; and also that, in case the said Lease or Leases should be granted of the said Lands and Hereditaments distinguished on the said Plan No. 2. by the Colour Purple, then, in addition to the said Wharf to be constructed in pursuance of the Covenant last aforesaid, the said Company should be bound, at their own Costs, with due and reasonable Diligence, to extend and continue the said Branch Line of Railway from the Point at which, under the Provisions of the Act to be obtained by the said Company as aforesaid, the same should be made to terminate, to a certain Point distinguished on the Map or Plan by the said No. 1., or as near thereto as Circumstances would allow, and to erect a proper and convenient Station at such last-mentioned Terminus, and, when and so soon as such extended Line of Railway should be completed, to throw open and thenceforth during the said Term to keep the same open for public Traffic, and also during the said Term, at their own Expense, to maintain the said Wharf when constructed, and to keep and allow the same to be used as a public Wharf, but only for Goods and Passengers to be conveyed on the said Branch Line of Railway, and also to charge for all Goods landed or shipped at the said Wharf the Rates mentioned in the Schedule thereto, such Rates not to be lessened or increased without the Consent in Writing of the said *Charles Crespigny* Baron *Vivian* or his Assigns, or other the Person or Persons for the Time being entitled to the immediate Reversion of the Lands on which the said Wharf should be constructed, and also out of the Sums to be received by the said Company for Wharfage at the said Wharf to retain to themselves yearly and every Year during the said Term Interest after the Rate of Five Pounds *per Centum per Annum* on the Amount reasonably expended by them in the Construction of the said Wharf (such Amount to be determined, in case of Dispute, by Two Referees, one to be chosen by the said Company, the other by the said *Charles Crespigny* Baron *Vivian* or his Assigns, or other the Person or Persons for the Time being entitled to the Reversion as aforesaid,

Baron Vivian's Estate Act, 1853.

aforesaid, or the Umpire to be chosen in the usual Manner, and such Determination to be conclusive), the Surplus to be paid as or by way of a Rent to the said *Charles Crespigny Baron Vivian* or his Assigns; or other the Person or Persons entitled to the Reversion as aforesaid; and in case in any Year or Years there should be no Surplus, or the Surplus (if any) should not amount to the Sum of Fifty Pounds, the Company in every such Year to pay such Sum of Fifty Pounds, or so much thereof as the said Surplus (if any) should be insufficient to satisfy (as the Case might be); and that the said Lease or Leases should also contain a Provision that the said *Charles Crespigny Baron Vivian* and his Assigns, and other the Person or Persons for the Time being entitled in reversion as aforesaid, or his or their Lessees or Tenants, or any of them, should be at liberty, at any Time or Times during the said Term, at his or their own Costs, to make and open any Line or Lines of Communication which he or they might think proper with the said Branch Line of Railway from any Wharf or Wharves, to be erected on any Lands or Hereditaments of or to which the said *Charles Crespigny Baron Vivian* was seised or entitled as Tenant for Life as aforesaid, and that the said Company should make and provide such Points upon the said Branch Line as should be necessary for the Purpose of completing and perfecting such Line or Lines of Communication, and that the said Company should at all seasonable Times receive Goods at such Point or Points of Communication, and convey the same by all ordinary Trains for the same Rates as should for the Time being be charged for similar Goods conveyed by similar Trains from the said Wharf to be erected by the said Company as aforesaid; and it was thereby further agreed and declared, that the said Lease or Leases should contain all such other Covenants and Provisions as were or should be proper or usual in like Cases; provided also, that the Costs, Charges, and Expenses of the said *Charles Crespigny Baron Vivian* in or about or relating to the negotiating, preparing, and perfecting of that Agreement, and also relating to the said Application to the said Court of Chancery, and relating to the Preparation and Execution of such Lease or Leases as aforesaid, and the Counterpart and Counterparts thereof, should be paid by the said Company: And whereas by an Order dated the Twelfth Day of *March* One thousand eight hundred and fifty-three, and made by his Honour the Master of the Rolls in the said Causes, on the Petition of the said *Charles Crespigny Baron Vivian*, it was ordered, amongst other Things, that the said Two herein-before recited Agreements entered into with the *West Cornwall Railway Company*, and dated respectively the Twenty-seventh of *October* One thousand eight hundred and fifty-two, should be carried into effect; and it was ordered that the said *Charles Crespigny Baron Vivian* should be at liberty to make an Application to Parliament for an Act to authorize the

Order of
Court, dated
12th March
1853.

Baron Vivian's Estate Act, 1853.

Indenture,
dated
16th June,
1847.

the said *Charles Crespigny* Baron *Vivian* to grant to the said *West Cornwall* Railway Company the Lease contemplated by the said Agreement or one of them; and it was ordered that such Application should be extended so as to embrace and include the Settlement of the Estates of the said Testator *Richard Hussey* Baron *Vivian* contemplated and directed to be made thereof by his said Will, so far as the State of Circumstances would allow, and particularly that such Act so to be applied for might contain the Powers of Sale and Exchange of the said Estates, and to grant Leases for Building Purposes, and for making and maintaining Wharves and otherwise improving the said Estates, not exceeding Ninety-nine Years and also for opening and working Mines, not exceeding Sixty Years, and for Farming and other Purposes, not exceeding Twenty-one Years, and all other necessary Powers usually inserted in Settlements of Real Estate: And whereas an Act of Parliament to authorize the said *West Cornwall* Railway Company to make the Branch Railway referred to in the said herein-before recited Agreement of the Twenty-seventh of *October* One thousand eight hundred and fifty-two is now pending in Parliament: And whereas by another Indenture or Deed of Covenant dated the Sixteenth Day of *June* One thousand eight hundred and forty-seven, and made and entered into between the *Cornwall* Railway Company of the one Part, and the said *Charles Crespigny* Baron *Vivian* of the other Part, the *Cornwall* Railway Company covenanted and agreed with the said *Charles Crespigny* Baron *Vivian* to make and construct their Main Line of Railway from *Plymouth* to *Falmouth*, and a Branch therefrom to *Bodmin*, so far as the same should pass through the said Testator's Estate called the *Glynn* Estate, in the Manner and by the said Agreement specifically provided; and, amongst other things, it was thereby stipulated and agreed, that the said Main Line of Railway should be carried through the said Estate opposite to the said Mansion through Tunnels, so as to keep the same out of View from the said Mansion; and it was also agreed, that the Price to be paid by the said *Cornwall* Railway Company for the Land taken by them for the Purposes of their Main Line and Branch to *Bodmin* should be the Sum of Nine thousand Pounds, such Land not to exceed in Quantity Twenty Acres; and it was also thereby provided and agreed, that if the said *Cornwall* Railway Company should not make the Branch Line by which the said Company proposed to connect the Wharves and Quays at *Truro* with their said Main Line in the Manner by their Act of Parliament specially provided, or in some other Way equally effectual, and contiguous to the said devised Estates at *Newham*, the said Company should forfeit and pay a Sum of Five thousand Pounds, in addition to the Sum of Nine thousand Pounds so thereby agreed to be paid as aforesaid: And whereas, subsequently to the Date of the said Agreement, the said *Cornwall* Railway Company applied for and

obtained

Baron Vivian's Estate Act, 1853.

obtained, under the "Railway Abandonment Act," Authority to abandon the said Branch Line which was intended to connect their Main Line with the Wharves and Quays at *Truro*, and thereupon the said *Charles Crespigny Baron Vivian* demanded of the said Company Payment of the said Sum of Five thousand Pounds, which the said Company had in that event covenanted to pay in addition to the said Purchase Money or Sum of Nine thousand Pounds as aforesaid, but the said *Cornwall Railway Company* refused to pay the said Sum of Five thousand Pounds, and having given Notices of their Intention to apply to Parliament for Powers to make another Branch Railway to *Truro*, which they insisted would be equally efficient and contiguous to the said devised Estates at *Newham* as the Line so abandoned, the said *Charles Crespigny Baron Vivian* commenced an Action at Law against the said Company for the Recovery of the said Sum of Five thousand Pounds: And whereas the said *Cornwall Railway Company* being desirous of making a considerable Alteration in the Mode of carrying their said Main Line of Railway through the *Glynn Estate*, and, amongst other Things, instead of constructing their said Railway through the said Estate in Tunnels, as provided by the said last herein-before recited Agreement, to have Power to make the same on the Level, or upon an Embankment, as Circumstances should require, they offered to pay to the said *Charles Crespigny Baron Vivian*, on behalf of the said devised Estates, for his Consent to such Alteration, and by way of Compromise of the said Action, the Sum of Twenty thousand Pounds, such Sum to include the said Sum of Nine thousand Pounds agreed to be paid by the last herein-before recited Agreement, and so much of the said Sum of Five thousand Pounds as they might be liable to pay in respect of the aforesaid Abandonment of the said Branch Railway to *Truro*: And whereas the said *Charles Crespigny Baron Vivian* accepted such Offer, subject to the Approbation of the said Court of Chancery, and by an Indenture or Deed of Covenant dated the Sixth Day of *May* One thousand eight hundred and fifty-three, and indorsed on the herein-before recited Deed of Covenant of the Sixteenth of *June* One thousand eight hundred and forty-seven, and made between the said *Cornwall Railway Company* of the one Part, and the said *Charles Crespigny Baron Vivian* of the other Part, after reciting that since the Date of the Execution of the therein-within Agreement the said *Cornwall Railway Company* had applied to the said *Charles Crespigny Baron Vivian* to alter the Line of the therein-within-mentioned Main Line of Railway, and to lay down and construct the same so as to pass over the said *Glynn Estate* in another and different Line and in a different Mode to that mentioned and agreed upon by the said Agreement of the Sixteenth of *June* One thousand eight hundred and forty-seven, and that the said *Charles Crespigny Baron Vivian* had consented and agreed to permit the said Com-

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Baron Vivian's Estate Act, 1853.

pany to alter the said Line in manner therein-after mentioned in consideration of the Agreement therein-after contained on the Part of the said *Cornwall* Railway Company, it was covenanted and agreed (amongst other things) that, notwithstanding anything in the said recited Agreement of the Sixteenth of *June* One thousand eight hundred and forty-seven contained to the contrary, the said *Cornwall* Railway Company should not be bound to lay down and construct their Main Line of Railway so as to pass over the said *Glynn* Estate in the Line delineated on the Plan referred to in the Act for making the said Railway, and deposited with the Clerk of the Peace for the County of *Cornwall*, as provided by the said recited Agreement, but that it should and might be lawful for the said Company to alter and vary the said Main Line of Railway so and in such Manner as to bring that Part of it which would pass over the said *Glynn* Estate nearer to the Turnpike Road from *Liskeard* to *Bodmin* than was provided by the said recited Agreement, and to carry it, partly in open Cutting, and partly on an Embankment on the Surface, according to the Level of the Ground, in the Line shown upon the Plan drawn in the Margin of the Agreement now in recital, and in such Manner as most effectually to protect the same Estate from Injury; and it was thereby further agreed that the Purchase Money or Compensation to be paid for the Lands to be taken by the said Company in pursuance of the said Agreement of the Sixteenth Day of *June* One thousand eight hundred and forty-seven, as altered and varied by the Agreement now in recital, should be the Sum of Twenty thousand Pounds, and that such Sum of Twenty thousand Pounds should include, not only the Value of the whole Estate or Interest of the said *Richard Hussey* late *Baron Vivian* in the Land to be so purchased or taken by the said Company not exceeding Twenty Acres, and whether so much as Twenty Acres shall be required or not (except Minerals, as mentioned in the said recited Agreement), but also the residential Damage to be sustained by the said *Charles Crespigny* *Baron Vivian* or other the Person or Persons for the Time being entitled in possession to the said *Glynn* Estate as aforesaid by reason of the severing of such Lands from the other Lands of him, her, or them, or otherwise injuriously affecting such other Lands, in carrying the said Agreement of the Sixteenth Day of *June* One thousand eight hundred and forty-seven, as altered and varied by the Agreement now in recital, into effect, and also the Sum of Five thousand Pounds which, under or by virtue of the said recited Agreement of the Sixteenth of *June* One thousand eight hundred and forty-seven, had become payable by the said *Cornwall* Railway Company, for reason of their having abandoned their Intention to make or construct the *Newham* Branch of their said Railway to connect their Lines with the Quays and Wharves at *Truro*: And whereas by an Order made in the said Causes, and bearing

Date

Baron Vivian's Estate Act, 1853.

Date the Thirteenth Day of *June* One thousand eight hundred and fifty-three, it was ordered that the said Agreement of the Sixth Day of *May* One thousand eight hundred and fifty-three should be confirmed, and it was ordered that the Sum of Twenty thousand Pounds Cash in the Bank placed to the Credit of "*Ex parte* the *Cornwall* Railway, in the Matter of the *Cornwall* Railway Act, 1846, and in the Matter of the *Cornwall* Railway Act Amendment and Deviation, 1847," should be carried over, with the Privity of the Accountant General of the said Court of Chancery, to the Credit of the Cause "*Gosset v. Dowager Lady Vivian*," and that out of the said Twenty thousand Pounds, when so carried over, it was ordered that the several Payments therein mentioned should be made: And whereas, in pursuance of the said recited Agreement of the Sixth of *May* One thousand eight hundred and fifty-three, the said *Cornwall* Railway Company paid the Sum of Twenty thousand Pounds into the Bank, in the Name and with the Privity of the said Accountant General of the said Court of Chancery, to an Account entitled "*Ex parte* the *Cornwall* Railway, in the Matter of the *Cornwall* Railway Act, 1846, and in the Matter of the *Cornwall* Railway Act Amendment and Deviation, 1847:" And whereas the Proceeds of the Personal Estate of the said Testator, and the Monies which have arisen from the Sale of such Parts of his devised Real Estates as have been agreed to be sold as aforesaid, have been and are insufficient fully to pay and satisfy the Funeral and Testamentary Expenses and just Debts of the said Testator (other than and except the said Debt or Sum of Fifteen thousand Pounds by the said herein-before recited Indenture of Settlement of the First Day of *July* One thousand eight hundred and thirty-three covenanted to be paid to the said Viscount *Acheson*, Viscount *Brabazon*, *Edward Keane*, and *John Henry Vivian*, and the said Mortgage Debt or Sum of Thirteen thousand Pounds charged upon the Estate called the *Saint Winnow* Estate), and the said Jointure or annual Rentcharge of Six hundred Pounds *per Annum* which the said Testator by the said herein-before recited Indenture of Settlement of the Tenth Day of *October* One thousand eight hundred and thirty-three covenanted to charge upon the said *Glynn* Estate, and his Share in the said *Hafod* Works from the Time of his Death, for the Benefit of the said *Letitia Dowager Lady Vivian* during her Life, as aforesaid: And whereas it would be for the Benefit of the said several Persons entitled to or interested in such of the Real Estates of the said Testator *Richard Hussey Baron Vivian* deceased devised by his said Will and Codicils respectively as remain unsold to authorize One or more Lease or Leases to be granted to the said *West Cornwall* Railway Company, pursuant to the said recited Agreement of the Twenty-seventh Day of *October* One thousand eight hundred and fifty-two, of the Lands and Hereditaments therein in that Behalf

Order,
dated
13th June
1853.

mentioned

Baron Vivian's Estate Act, 1853.

mentioned and described, for the Term of Years and upon the Terms and Conditions in the same Agreement mentioned and provided, but the same cannot be effected without the Authority of Parliament; and it is also deemed expedient that the Power of Sale and Exchange, and all other the Powers to be contained in the Settlement by the said recited Will directed to be made of the Estates thereby devised, should extend to and include the said Testator's Messuages, Farms, Lands, Tenements, and Hereditaments situate in the several Parishes of *Cardinham, Saint Winnow, and Warleggan* in the said County of *Cornwall*, as well as the other Manors, Messuages, Lands, and Hereditaments devised by the said Will, except such as are included in the First Part of the said Schedule hereto, and that all and singular the Estates, Lands, Tenements, and Hereditaments mentioned and described in the said Schedule hereto, except such of them or such Parts thereof respectively as have been sold to the said Railway Company respectively, should be settled and limited to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, upon, with, under, and subject to which the said Testator by his said Will directed the same to be settled and limited, and with such additional Powers as are herein-after contained: And whereas it would be for the Benefit of the said *Letitia Dowager Lady Vivian*, and would greatly facilitate the Settlement of the remaining Liabilities charged upon or affecting the said Testator's Estates, that, instead of a Mortgage being executed upon a Portion of the said Testator's Estates, for securing the said Jointure Fund, as provided for by the said Agreement bearing Date the Fifteenth Day of *July* One thousand eight hundred and fifty-one, the said Jointure Rentcharge of Six hundred Pounds *per Annum*, payable to the said *Letitia Dowager Lady Vivian*, and agreed to be secured upon and payable out of the said *Glynn* Estate and Jointure Fund, should be charged and secured upon and be payable out of all the said Testator's Estates, in manner herein-after provided: Wherefore Your Majesty's most dutiful and loyal Subject the said *Charles Crespigny Baron Vivian*, on behalf of himself and his infant Children, the said *Hussey Crespigny Vivian, John Brabazon Vivian, Charles Hussey Panton Vivian, and Claude Hamilton Vivian*, does most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

After passing of Act, all Manors &c. to stand limited to the Uses and upon the

I. That, from and immediately after the passing of this Act, all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments mentioned and described in the Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, and all other Manors, Messuages, Lands, Tenements, and Hereditaments, if

Baron Vivian's Estate Act, 1853.

if any, of which the said Testator *Richard Hussey Baron Vivian* died seised or possessed, with their Appurtenances, shall stand limited, for all the Estate and Interest which the said Testator had therein respectively at the Time of his Death, but subject to the said Mortgage Debt or Sum of Thirteen thousand Pounds charged upon the Estate called "The *Saint Winnow* Estate," and to such other Charges and Incumbrances upon or affecting the same respectively as the same are now subject and liable to, to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations herein-after expressed, declared, and contained of and concerning the same; (that is to say,) to the Use, Intent, and Purpose that the said *Letitia Dowager Lady Vivian* shall and may receive and take during the Term of her natural Life One annual Sum or yearly Rentcharge of Six hundred Pounds of lawful Money of the United Kingdom, to be in full for the Jointure of the said *Letitia Dowager Lady Vivian* settled upon her by the said recited Indenture of Settlement of the Tenth Day of *October* One thousand eight hundred and thirty-three, in lieu, Bar, and Satisfaction of all Dower or Thirds and Freebench which, at Common Law, or by Custom or otherwise, she might otherwise have, claim, or demand in or out of all or any Lands or Hereditaments wheresoever of or to which the said Testator was at any Time in his Life Time seised or entitled, at Law or in Equity, for any Estate of Inheritance or any other Estate to which Dower or Freebench is incident, and to be chargeable upon and yearly issuing and payable out of all and singular the said Manors, Messuages, Lands, and Hereditaments hereby settled and limited, or expressed and intended so to be, and to be paid to the said *Letitia Dowager Lady Vivian* or her Assigns by equal half-yearly Payments on the Twentieth Day of *February* and the Twentieth Day of *August*, without any Deduction or Abatement on account or in respect of any Taxes, Charges, Impositions, or Assessments already charged, imposed, or assessed on the same Manors, Messuages, Lands, and Hereditaments, or any of them, or on the said annual Sum or yearly Rentcharge of Six hundred Pounds, or any Part thereof, or on the said *Letitia Dowager Lady Vivian* or her Assigns, in respect of the same, by Authority of Parliament or otherwise howsoever, except Property Tax, the First half-yearly Payment of the said annual Sum or yearly Rentcharge of Six hundred Pounds to be made on the Twentieth Day of *February* One thousand eight hundred and fifty-four; and to and for this further Use, Intent, and Purpose, that when and so often as the said annual Sum or yearly Rentcharge of Six hundred Pounds or any Part thereof shall at any Time or Times be unpaid by the Space of Twenty-one Days next after any of the Days hereby appointed for the Payment thereof as aforesaid, then and so often it shall

Trusts as
herein
mentioned :

To Use that
Dowager
Lady Vivian
shall receive
Jointure
Rentcharge
of 600*l.* per
Annum for
Life :

[*Private.*]

10 *q*

and

Baron Vivian's Estate Act, 1853.

and may be lawful for the said *Letitia Dowager Lady Vivian* and her Assigns to enter into and distrain upon the said Manors, Messuages, Lands, and Hereditaments hereby settled and limited, or any Part thereof, and to dispose of the Distress or Distresses then and there found according to Law, to the Intent that thereby or otherwise the said annual Sum or yearly Rentcharge of Six hundred Pounds, and every Part thereof, so in arrear and unpaid, and all Costs, Charges, and Expenses occasioned by the Nonpayment thereof, shall be fully paid and satisfied; and to and for this further Use, Intent, and Purpose, that in case the said annual Sum or yearly Rentcharge of Six hundred Pounds or any Part thereof shall at any Time or Times be in arrear and unpaid for the Space of Forty Days next after any of the Days appointed for the Payment of the same as aforesaid, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the said *Letitia Dowager Lady Vivian* and her Assigns to enter into and upon and hold the said Manors, Messuages, Lands, and Hereditaments herein-before settled and limited, or any Part thereof, and to receive and take the Rents, Issues, and Profits thereof to her and their own Use and Benefit until she and they shall therewith and thereby or otherwise be fully paid and satisfied the said annual Sum or yearly Rentcharge of Six hundred Pounds, and the Arrears thereof due at the Time of such Entry, or afterwards to become due during her or their being in possession of the same Premises, together with all Costs, Charges, and Expenses which she or they shall sustain by reason of the Nonpayment thereof, and such Possession when taken to be without Impeachment of Waste; and, subject and charged as herein-before is mentioned, to the Use of *William Thomas Longbourne* of No. 4, *South Square, Gray's Inn*, in the County of *Middlesex*, and *Charles Ranken Vickerman*, of the same Place, Gentlemen, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, to commence from and immediately after the passing of this Act, without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes and subject to the Proviso herein-after declared and contained of and concerning the same, and immediately from and after the Expiration or sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use, Intent, and Purpose that the said *Jane Frances Ann Vivian* shall and may receive and take during the Term of her natural Life One annual Sum or yearly Rentcharge of One hundred Pounds of lawful Money of the United Kingdom, to be in full for the Annuity of the said *Jane Frances Ann Vivian* devised to her by the said recited Will of the said Testator, and to be chargeable upon and yearly issuing and payable out of all and singular the said Manors, Messuages, Lands, and Hereditaments comprised in the said

First

To the Use
that said
*Jane Frances
Ann Vivian*
may receive
a Rent-
charge of
100*l.* per
Annum for
Life:

Baron Vivian's Estate Act, 1853.

First Schedule hereto, hereby settled and limited, or expressed and intended so to be, and to be paid to the said *Jane Frances Ann Vivian* or her Assigns by equal half-yearly Payments on the Twentieth Day of *February* and the Twentieth Day of *August*, without any Deduction or Abatement whatsoever on account or in respect of any Taxes, Charges, Impositions, or Assessments already charged, imposed, or assessed on the same Manors, Messuages, Lands, and Hereditaments, or any of them, or on the said annual Sum or yearly Rentcharge of One hundred Pounds or any Part thereof, or on the said *Jane Frances Ann Vivian* or her Assigns in respect of the same, by Authority of Parliament or otherwise howsoever, except Property Tax, the First half-yearly Payment of the said annual Sum or yearly Rentcharge of One hundred Pounds to be made on the Twentieth Day of *February* One thousand eight hundred and fifty-four; and to and for this further Use, Intent, and Purpose, that when and so often as the said annual Sum or yearly Rentcharge of One hundred Pounds or any Part thereof shall at any Time or Times be unpaid by the Space of Twenty one Days next after any of the Days hereby appointed for the Payment thereof as aforesaid, then and so often it shall and may be lawful for the said *Jane Frances Ann Vivian* and her Assigns to enter into and distrain upon the said Manors, Messuages, Lands, and Hereditaments hereby settled and limited, or any Part thereof, and to dispose of the Distress or Distresses then and there found according to Law, to the Intent that thereby or otherwise the said annual Sum or yearly Rentcharge of One hundred Pounds and every Part thereof, so in arrear and unpaid, and all Costs, Charges, and Expenses occasioned by the Nonpayment thereof, shall be fully paid and satisfied; and to and for this further Use, Intent, and Purpose, that in case the said annual Sum or yearly Rentcharge of One hundred Pounds or any Part thereof shall at any Time or Times be in arrear and unpaid for the Space of Forty Days next after any of the Days appointed for the Payment of the same as aforesaid, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the said *Jane Frances Ann Vivian* and her Assigns to enter into and upon and hold the said Manors, Messuages, Lands, and Hereditaments herein-before settled and limited, or any Part thereof, and to receive and take the Rents, Issues, and Profits thereof to her and their own Use and Benefit until she and they shall therewith and thereby or otherwise be fully paid and satisfied the said annual Sum or yearly Rentcharge of One hundred Pounds, and the Arrears thereof due at the Time of such Entry, or afterwards to become due during her or their being in possession of the same Premises, together with all Costs, Charges, and Expenses which she or they shall sustain by reason of the Nonpayment thereof, and such Possession, when taken, to be without Impeachment of Waste; and to the further Use, Intent, and Purpose that the said *Lalage Letitia*

To the Use
that Lalage

Baron Vivian's Estate Act, 1853.

Letitia Caroline Vivian may receive a Rentcharge of 100*l.* per Annum:

Letitia Caroline Vivian shall and may receive and take during the Term of her natural Life One annual Sum or yearly Rentcharge of One hundred Pounds of lawful Money of the United Kingdom, to be in full for the Annuity of the said *Lalage Letitia Caroline Vivian* devised to her by the said recited Will of the said Testator, and to be chargeable upon and yearly issuing and payable out of all and singular the said Manors, Messuages, Lands, and Hereditaments hereby settled and limited, or expressed and intended so to be, and to be paid to the said *Lalage Letitia Caroline Vivian* or her Assigns by equal half-yearly Payments on the Twentieth Day of *February* and the Twentieth Day of *August*, without any Deduction or Abatement whatsoever on account or in respect of any Taxes, Charges, Impositions, or Assessments already charged, imposed, or assessed on the same Manors, Messuages, Lands, and Hereditaments, or any of them, or on the said annual Sum or yearly Rentcharge of One hundred Pounds or any Part thereof, or on the said *Lalage Letitia Caroline Vivian* or her Assigns in respect of the same, by Authority of Parliament or otherwise howsoever, except Property Tax, the First half-yearly Payment of the said annual Sum or yearly Rentcharge of One hundred Pounds to be made on the Twentieth Day of *February* One thousand eight hundred and fifty-four; and to and for this further Use, Intent, and Purpose, that when and so often as the said annual Sum or yearly Rentcharge of One hundred Pounds or any Part thereof shall at any Time or Times be unpaid by the Space of Twenty-one Days next after any of the Days hereby appointed for the Payment thereof as aforesaid, then and so often it shall and may be lawful for the said *Lalage Letitia Caroline Vivian* and her Assigns to enter into and distrain upon the said Manors, Messuages, Lands, and Hereditaments hereby settled and limited, or any Part thereof, and to dispose of the Distress or Distresses then and there found according to Law, to the Intent that thereby or otherwise the said annual Sum or yearly Rentcharge of One hundred Pounds and every Part thereof so in arrear and unpaid, and all Costs, Charges, and Expenses occasioned by the Nonpayment thereof, shall be fully paid and satisfied; and to and for this further Use, Intent, and Purpose, that in case the said annual Sum or yearly Rentcharge of One hundred Pounds or any Part thereof shall at any Time or Times be in arrear, and unpaid for the Space of Forty Days next after any of the Days appointed for the Payment of the same, as aforesaid, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the said *Lalage Letitia Caroline Vivian* and her Assigns to enter into and upon and hold the said Manor, Messuages, Lands, and Hereditaments herein-before settled and limited, or any Part thereof, and to receive and take the Rents, Issues, and Profits thereof to her and their own Use and Benefit, until she and they shall

Baron Vivian's Estate Act, 1853.

shall therewith and thereby or otherwise be fully paid and satisfied: the said annual Sum or yearly Rentcharge of One hundred Pounds, and the Arrears thereof due at the Time of such Entry, or afterwards: to become due during her or their being in possession of the same Premises, together with all Costs, Charges, and Expenses which she or they shall sustain by reason of the Nonpayment thereof, and such Possession, when taken, to be without Impeachment of Waste; and, subject to and charged as herein-before is mentioned, to the Use of the said *Charles Crespigny Baron Vivian*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste (except wilful or voluntary Waste in pulling down Houses, or in cutting down Timber which grows for Ornament or Shelter, or such as is not of a proper Growth for felling); and immediately from and after the Determination of that Estate by any Means in the Lifetime of the said *Charles Crespigny Baron Vivian*, to the Use of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, for and during the Life of the said *Charles Crespigny Baron Vivian*, upon trust to preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion may require, but nevertheless to permit and suffer the said *Charles Crespigny Baron Vivian* and his Assigns to receive and take the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments for his and their own Use during the Term of his natural Life; and from and immediately after the Decease of the said *Charles Crespigny Baron Vivian*, to the Use of the said *Hussey Crespigny Vivian*, the eldest Son of the said *Charles Crespigny Baron Vivian*, and his Assigns, during his Life, without Impeachment of Waste (except as afore-said); and immediately from and after the Determination of that Estate by any Means in the Lifetime of the said *Hussey Crespigny Vivian*, to the Use of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, during the Life of the said *Hussey Crespigny Vivian*, upon trust to preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion may require, but nevertheless to permit the said *Hussey Crespigny Vivian* and his Assigns to receive and take the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments for his and their own Use during the Term of his natural Life; and immediately from and after the Decease of the said *Hussey Crespigny Vivian*, to the Use of the First and other Sons of the said *Hussey Crespigny Vivian* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they shall respectively be in Priority of Birth and Seniority of Age, and the Heirs Male of the Body and

To the Use
of Baron
Vivian for
Life:

To the Use
of Hussey
Crespigny
Vivian for
Life:

To the Use
of his First
and other
Sons succes-
sively in Tail
Male:

[Private.]

Baron Vivian's Estate Act, 1853.

To the Use
of John Bra-
bazon Vivian
for Life :

respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and in default of such Issue, to the Use of the said *John Brabazon Vivian*, the Second Son of the said *Charles Crespigny Baron Vivian*, and his Assigns, during his Life, without Impeachment of Waste (except as aforesaid); and immediately from and after the Determination of that Estate by any Means in the Lifetime of the said *John Brabazon Vivian*, to the Use of the said *Samuel Pèpys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, for and during the Life of the said *John Brabazon Vivian*, upon trust to preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require, but nevertheless to permit and suffer the said *John Brabazon Vivian* and his Assigns to receive and take the Rents, Issues, and Profits of the said Hereditaments and Premises for his and their own Use during his natural Life; and immediately from and after the Decease of the said *John Brabazon Vivian*, to the Use of the First and other Sons of the said *John Brabazon Vivian* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they shall respectively be in Priority of Birth and Seniority of Age, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and in default of such Issue, to the Use of the said *Charles Hussey Panton Vivian*, the Third Son of the said *Charles Crespigny Baron Vivian*, and the Heirs Male of his Body issuing; and in default of such Issue, to the Use of the said *Claude Hamilton Vivian*, the Fourth Son of the said *Charles Crespigny Baron Vivian*, and the Heirs Male of his Body issuing; and in default of such Issue, to the Use of the Fifth and every other subsequently-born Son of the said *Charles Crespigny Baron Vivian* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they shall respectively be in Priority of Birth and Seniority of Age, and the Heirs Male of the Body and respective Bodies of all and every such Fifth and every subsequently-born Son issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and in default of such Issue, to the Use of the said *John Cranch Walker Vivian*, and his Assigns, during his natural Life, without Impeachment of Waste (except as aforesaid);

To the Use
of his First
and other
Sons succes-
sively in Tail
Male :

To the Use
of Charles
Hussey Pan-
ton Vivian in
Tail Male :

To the Use
of the Fifth
and every
other subse-
quently-born
Son of Lord
Vivian suc-
cessively in
Tail Male :

To the Use
of John
Cranch
Walker

and

Baron Vivian's Estate Act, 1853.

and immediately from and after the Determination of that Estate by any Means in the Lifetime of the said *John Cranch Walker Vivian*, to the Use of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, for and during the Life of the said *John Cranch Walker Vivian*, upon trust to preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion may require, but nevertheless to permit and suffer the said *John Cranch Walker Vivian* and his Assigns to receive and take the Rents, Issues, and Profits of the said Hereditaments and Premises for his and their own Use during his natural Life; and immediately from and after the Decease of the said *John Cranch Walker Vivian*, to the Use of the First and every other Son of the said *John Cranch Walker Vivian* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they shall respectively be in Priority of Birth and Seniority of Age, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and to be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and in default of such Issue to the Use of the said *Charlotte Eliza*, the Wife of General *Charles George James Arbuthnot*, and her Assigns, for her Life, without Impeachment of Waste (except as aforesaid); and immediately from and after the Determination of that Estate by any Means in the Lifetime of the said *Charlotte Eliza Arbuthnot*, to the Use of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, for and during the Life of the said *Charlotte Eliza Arbuthnot*, upon trust to preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion may require, but nevertheless to permit and suffer the said *Charlotte Eliza Arbuthnot* and her Assigns to receive and take the Rents, Issues, and Profits of the said Hereditaments and Premises for her and their own Use during her natural Life; and immediately from and after the Decease of the said *Charlotte Eliza Arbuthnot*, to the Use of her eldest Son the said *Arthur Arbuthnot* and the Heirs Male of his Body lawfully to be begotten; and in default of such Issue, to the Use of the said *Charles Hussey Vivian Arbuthnot*, the Second Son of the said *Charlotte Eliza Arbuthnot*, and the Heirs Male of his Body lawfully to be begotten; and in default of such Issue, to the Use of the Third and every other Son of the said *Charlotte Eliza Arbuthnot* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they shall respectively be in Priority of Birth and Seniority of Age, and the Heirs Male of the Body and respective

Vivian for
Life:

To the Use
of his First
and other
Sons succes-
sively in Tail
Male:

To the Use
of *Charlotte
Eliza
Arbuthnot*
for Life:

To the Use
of her eldest
Son *Arthur
Arbuthnot*
in Tail Male:

To the Use
of *Charles
Hussey
Vivian Ar-
buthnot* in
Tail Male:

To the Use
of the Third
and every
other Son of

Baron Vivian's Estate Act, 1853.

Charlotte
Eliza Ar-
but not suc-
cessively in
Tail Male :
To the Use
of Jane
Frances Ann
Vivian for
Life :

To the Use
of her First
and other
Sons succes-
sively in Tail
Male :

To the Use
of Lalage
Letitia Caro-
line Vivian
for Life :

To the Use
of her First
and other
Sons succes-
sively in Tail
Male :

respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing ; and in default of such Issue, to the Use of the said *Jane Frances Ann Vivian*, and her Assigns, during her Life, without Impeachment of Waste (except as aforesaid) ; and immediately from and after the Determination of that Estate by any Means in the Lifetime of the said *Jane Frances Ann Vivian*, to the Use of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, during the Life of the said *Jane Frances Ann Vivian*, upon trust to preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion may require, but nevertheless to permit and suffer the said *Jane Frances Ann Vivian* and her Assigns to receive and take the Rents, Issues, and Profits of the said Hereditaments and Premises for her and their own Use during her natural Life ; and immediately from and after the Decease of the said *Jane Frances Ann Vivian*, to the Use of the First and every other Son of the said *Jane Frances Ann Vivian* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they shall respectively be in Priority of Birth and Seniority of Age, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing ; and in default of such Issue, to the Use of the said *Lalage Letitia Caroline Vivian* and her Assigns during her Life, without Impeachment of Waste (except as aforesaid) ; and immediately from and after the Determination of that Estate by any Means in the Lifetime of the said *Lalage Letitia Caroline Vivian*, to the Use of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, during the Life of the said *Lalage Letitia Caroline Vivian*, upon trust to preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion may require, but nevertheless to permit and suffer the said *Lalage Letitia Caroline Vivian* and her Assigns to receive and take the Rents, Issues, and Profits of the said Hereditaments and Premises for her and their own Use during her natural Life ; and immediately from and after the Decease of the said *Lalage Letitia Caroline Vivian*, to the Use of the First and every other Son of the said *Lalage Letitia Caroline Vivian* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they shall respectively be in Priority of Birth and Seniority of Age,

Baron Vivian's Estate Act, 1853.

Age, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and in default of such Issue, to the Use of the right Heirs of the said Testator *Richard Hussey Baron Vivian* deceased for ever.

To the Use of Testator's right Heirs in Fee.

II. That every Person, not being a Female under Coverture, who for the Time being shall be entitled, under or by virtue of the Limitations herein-before contained, to an Estate for Life or an Estate Tail in possession in the said Manors, Messuages, Lands, Tenements, and Hereditaments, or any of them, or any Part thereof respectively, and who shall not have previously used and borne the Surname and Arms of *Vivian*, and also the Husband of any Female who shall so become entitled, shall forthwith take upon himself or herself, and use, in all Deeds, Letters, Accounts, and Writings whereunto or wherein he or she shall be a Party, or which he or she shall sign, and upon all other Occasions, the Surname of *Vivian*, together with his or her own Family Surname, but so nevertheless that the Name of *Vivian* shall be the last or principal Name, and also quarter the Arms of *Vivian* with his or her own Family Arms, and shall also forthwith apply for and endeavour to obtain an Act of Parliament or Her Majesty's Licence or take such other Steps or Means as may be requisite and proper to enable or authorize him or her so to take, use, and bear such Surname and Arms of *Vivian*, and in case such Tenant for Life or Tenant in Tail, or the Husband of such Tenant for Life or Tenant in Tail, as the Case may be, shall neglect or fail to comply with such Requisition for the Space of Twelve Calendar Months after he or she, or his Wife, as the Case may be, shall so become entitled in possession as aforesaid, or if he or she shall be then under the Age of Twenty-one Years, or shall be otherwise personally incompetent to comply therewith, then within Twelve Calendar Months next after the Removal of such Incompetency, and also in case such Tenant for Life or Tenant in Tail, or her Husband, as the Case may be, shall, by reason of his or her previously having the Surname and Arms aforesaid, be exempt from the Necessity of complying with such Provision, shall at any Time thereafter discontinue to use and bear such Surname or Arms, then and in every such Case, immediately after the Expiration of such Twelve Calendar Months, or immediately after such Discontinuance as aforesaid, (as the Case may be,) if the Person who or whose Husband shall so neglect, fail, or discontinue as aforesaid shall be, either by himself or herself, or together with her Husband, Tenant for Life of the said Hereditaments and Premises, the Limitation herein-before contained to the Use of

Provision as to bearing the Name and Arms of *Vivian*.

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such

Baron Vivian's Estate Act, 1853.

such Person, and his or her Assigns, during his or her Life, shall absolutely cease and determine and be void, and if the Person who shall so for the Time being neglect, fail, or discontinue as aforesaid shall be Tenant in Tail Male, then the Limitations under which such Person shall be so Tenant in Tail Male shall absolutely cease, determine, and be void, and in the said respective Cases the said Hereditaments and Premises shall immediately go to the Person or Persons next in remainder under the Limitations herein-before contained, precisely in the same Manner as if such Person, being such Tenant for Life, were actually dead, or being such Tenant in Tail Male, were actually dead, and there were a Failure of Issue inheritable under such Limitation in Tail Male: Provided always, that the Cesser or Determination under the Proviso lastly herein-before contained of the Estate herein-before limited to any Person who or whose Husband shall so for the Time being neglect, fail, or discontinue to use and bear the Name and Arms of *Vivian* as aforesaid, and who shall be Tenant for Life under the aforesaid Limitations, shall not in anywise prejudice or affect any of the contingent Remainders herein-before limited to his or her Son or Sons, or any other Person or Persons, but from and after such Cesser or Determination as aforesaid the Estate herein-before limited to the Use of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and their Heirs, during the Life of such Person, shall take effect and continue for preserving such contingent Remainders, and the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Heirs and Assigns, shall thenceforth from Time to Time during the Life of the Person who or whose Husband shall so for the Time being refuse or neglect or discontinue as aforesaid pay the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments, or permit the same to be received by the Person or Persons for the Time being entitled under the Limitations herein-before contained to the first vested Estate in Remainder expectant on the Decease of such Person as aforesaid, for his and their own Use and Benefit.

Power to
Tenants for
Life to
jointure.

III. That it shall be lawful for each of them the said *Charles Crespigny Baron Vivian*, *Hussey Crespigny Vivian*, *John Brabazon Vivian*, *John Cranch Walker Vivian*, and *Arthur Arbuthnot*, at any Time or Times after he shall be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments, and either before or after Marriage, but subject and without Prejudice to the Uses preceding the Estate of the Person for the Time being exercising this present Power, and the Powers annexed to such Uses, and the Uses which may have been limited in exercise of such Powers, by any Deed or Deeds,
Instrument

Baron Vivian's Estate Act, 1853.

Instrument or Instruments in Writing, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil thereto, to limit or appoint to any Woman or Women respectively whom the Person for the Time being exercising this present Power shall or may marry, for her or their Life or Lives, and for her or their Jointure or respective Jointures, and either in bar or without being in bar of her or their Dower or Freebench, any annual Sum or Sums of Money, yearly Rentcharge or yearly Rentcharges, not exceeding in the whole in respect of each Woman the yearly Sum of Three hundred Pounds, to be issuing and payable out of and charged and chargeable upon all or any Part of the said Manors, Messuages, Lands, Tenements, and Hereditaments, clear of all Taxes, Deductions, and Outgoings whatsoever, and to be paid at such Times and in such Manner as to the Person for the Time being exercising this present Power shall seem meet, and for the Purpose of securing the annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges so to be appointed as aforesaid to limit or appoint to the Woman or Women respectively to whom the annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges shall be so appointed as aforesaid, usual Powers and Remedies for enforcing and recovering Payment thereof, by Distress and Entry thereupon, and Perception of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments so to be charged with the said annual Sum or Sums, yearly Rentcharge or Rentcharges, and also to limit or appoint the said Hereditaments and Premises so to be charged as aforesaid to any Person or Persons whomsoever for any Term or Terms of Years, with or without Impeachment of Waste, as a further Security for the Payment of the said annual Sum or Sums, yearly Rentcharge or Rentcharges, but so that every such Term or Terms be made to determine on the Death of the Woman or Women for the Benefit of whom the same shall be created, and the Payment of the Arrears (if any) of her and their annual Sum or Sums, yearly Rentcharge or Rentcharges, and the Expenses (if any) accrued by the Nonpayment thereof.

IV. That it shall be lawful for each of them the said *Charlotte Eliza Arbuthnot, Jane Frances Ann Vivian, and Lalage Letitia Caroline Vivian*, whether covert or sole, and notwithstanding her Coverture, at any Time or Times after she shall be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Hereditaments, and Premises, but subject and without Prejudice to the Uses preceding the Estate of the Person for the Time being exercising this present Power, and the Powers annexed to such Uses, and the Uses which may have been limited in exercise of such Powers, by any Deed or Deeds,

Power to Tenants for Life, being Females, to appoint Rentcharge to Husband for Life.

Baron Vivian's Estate Act, 1853.

Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Codicil thereto, to grant, limit, and appoint to any Husband or Husbands respectively whom she shall marry or have married, for his or their Life or respective Lives, any annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges not exceeding in the whole the Sum of Three hundred Pounds, for the Life of any such Husband, to be issuing and payable out of and charged and chargeable upon all or any Part of the said Hereditaments and Premises, clear of all Taxes, Deductions, and Outgoings whatsoever, and to be paid at such Times and in such Manner as to the Person for the Time being exercising this present Power shall seem meet; and for the Purpose of securing the annual Sum or Sums, yearly Rentcharge or yearly Rentcharges, so to be appointed as aforesaid, to limit or appoint to the Person or Persons respectively for whom the same shall be provided as aforesaid usual Powers and Remedies for recovering and enforcing Payment thereof respectively, by Distress and Entry thereupon, and Perception of the Rents, Issues, and Profits of the said Hereditaments and Premises to be charged therewith, and also to limit and appoint the said Hereditaments and Premises so to be charged as aforesaid to any Person or Persons whomsoever for any Term or Terms of Years, with or without Impeachment of Waste, as a further Security for the Payment of the said annual Sum or Sums, yearly Rentcharge or yearly Rentcharges, but so that any such Term or Terms of Years be made to determine on the Death of the Person for the Benefit of whom the same shall be created, and the Payment of the Arrears (if any) of his Rentcharge or Rentcharges, and the Expenses (if any) to be incurred by reason of the Non-payment thereof.

Power to
Tenants for
Life to
charge Por-
tions for
younger
Children.

V. That it shall be lawful for each of them the said *Charles Crespigny Baron Vivian, Hussey Crespigny Vivian, John Brabazon Vivian, John Cranch Walker Vivian, Charlotte Eliza Arbuthnot, Jane Frances Ann Vivian, and Lalage Letitia Caroline Vivian*, and as to each of them the said *Charlotte Eliza Arbuthnot, Jane Frances Ann Vivian, and Lalage Letitia Caroline Vivian*, whether covert or sole, and notwithstanding her Coverture, at any Time or Times after he or she shall be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Hereditaments, and Premises, either before or after Marriage, (but subject and without Prejudice to the Uses preceding the Estate of the Person for the Time being exercising this present Power, and the Powers annexed to such Uses, and the Uses which may have been limited in exercise of such Powers,) by any Deed or Deeds, Instrument or Instruments in
Writing,

Baron Vivian's Estate Act, 1853.

Writing, with or without Power of Revocation, to be by him or her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his or her last Will and Testament in Writing, or any Codicil thereto, to charge all or any Part of the said Hereditaments and Premises to and with the Payment of any Sum or Sums of Money for the Portion or Portions of the Child or Children of the Person for the Time being exercising this present Power, (other than or besides an eldest or only Son for the Time being entitled to the said Hereditaments and Premises for an Estate in Tail Male in possession or in reversion expectant on the Decease of such Person,) not exceeding in the whole the Sum of Money herein-after for each Case mentioned, (that is to say,) if One such Child the Sum of Five thousand Pounds for his or her Portion, if Two or more such Children then the Sum of Ten thousand Pounds for the Portions or Portion of such Two or more Children, or any of them, with Interest thereon at any Rate not exceeding Four Pounds *per Centum per Annum*, such Sums of Five thousand Pounds and Ten thousand Pounds, as the Case may be, to be an Interest or Interests vested in and to be shared and divided between or among or to be applied for the Benefit of all and every or any One or more exclusively of the other or others of such Children or Child, at such Age, Day, or Time, or respective Ages, Days, or Times, and if more than One in such Parts, Shares, and Proportions, and with, under, and subject to such Provisions for their Maintenance, Education, and Advancement and Benefit, and charged with such annual Sum or Sums of Money, and with such Conditions, Restrictions, and Limitations over, (such annual Sum or Sums of Money and Limitations over being for the Benefit of some or One of such Child or Children,) and in such Manner as the Person for the Time being exercising this present Power shall by any Deed or Deeds, Instrument or Instruments in Writing, so sealed and delivered, and so attested as aforesaid, or by his or her last Will and Testament in Writing, or any Codicil or Codicils thereto, direct or appoint; and it shall be lawful for the Person for the Time being exercising this present Power by the same or any other Deed or Deeds, Instrument or Instruments in Writing, so sealed and delivered and attested as aforesaid, or by such last Will and Testament in Writing, or any Codicil thereto, to limit or appoint the said Hereditaments and Premises to any Person or Persons for any Term or Terms of Years, with or without Impeachment of Waste, upon trust to raise the Money so to be charged, with a Proviso for the Cesser of such Term or Terms on the Trusts thereof being performed or becoming unnecessary or incapable of taking effect: Provided always, that the said Hereditaments and Premises, or any Part thereof, shall not by virtue of the said last-mentioned Power be at any One Time liable to the Payment of more than the Principal Sum of Twenty

Portions to
be charged
at One Time
limited.

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Baron Vivian's Estate Act, 1853.

Jointures,
&c. not
to be pay-
able unless
the Persons
making them
or their Is-
sue become
entitled in
possession.

thousand Pounds for Portions: Provided always, that neither any Jointure nor any Rentcharge in favour of the Husband of any Female Tenant for Life of the said Hereditaments and Premises, nor any Portion or Portions for a younger Child or younger Children, which respectively may be appointed or charged under the aforesaid Powers of jointuring and charging, or either of such Powers, nor the Interest of such Portion or Portions, shall become a Lien upon the said Hereditaments and Premises or any Part thereof, or be paid or payable unless the Person so appointing or charging the same respectively, or some or One of his or her Issue, shall, under or by virtue of the Limitations or Provisoes herein-before contained, be or become entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises, anything herein-before contained to the contrary thereof in anywise notwithstanding.

Power to
grant Leases
for Twenty-
one Years.

VI. That from and after the passing of this Act it shall be lawful for the said *Charles Crespigny Baron Vivian*, and every other Person hereby made Tenant for Life as aforesaid, as and when, under and by virtue of the Limitations herein-before contained, he or she shall successively and respectively be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Hereditaments, and Premises, and shall be of the Age of Twenty-one Years, and not under any Disability, and for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being, at their or his Discretion, during the Minority or Disability of any Person who under or by virtue of the Limitations aforesaid shall for the Time being be entitled to the actual Possession or to the Receipt of the said Rents, Issues, and Profits, by any Deed or Deeds, to be sealed and delivered by him, her, or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint by way of Demise or Lease all or any Part of the said Hereditaments and Premises to any Person or Persons for any Term or Number of Years absolutely, not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so as there be reserved on every such Limitation or Appointment by way of Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments and Premises so to be limited or appointed, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift for the making thereof, and so as there be contained in every such Limitation or Appointment by way of Demise

Baron Vivian's Estate Act, 1853.

Demise or Lease a Condition of Re-entry for Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents thereby to be respectively reserved, and on Nonperformance of any Covenant therein contained, and so as the Appointee or Appointees, Lessee or Lessees, do execute a Counterpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not, by any Clause or Words therein contained, made dispunishable for Waste, or exempted from Punishment for committing Waste, anything herein-before contained to the contrary thereof in anywise notwithstanding.

VII. That from and immediately after the passing of this Act it shall be lawful for the said *Charles Crespigny Baron Vivian*, and every other Person hereby made Tenant for Life as aforesaid, as and when, under or by virtue of the Limitations herein-before contained, he or she shall successively and respectively be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Hereditaments, and Premises, and shall be of the Age of Twenty-one Years, and not under any Disability, and for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee of the said Estate for the Time being, at their or his Discretion, during the Minority or Disability of any Person who under or by virtue of the Limitations aforesaid shall for the Time being be entitled to the actual Possession or to the Receipt of the said Rents, Issues, and Profits, by any Deed or Deeds, to be sealed and delivered by him, her, or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint by way of Demise or Lease any Part or Parts of the said Manors, Messuages, Lands, and Hereditaments, except the Mansion House, Gardens, and Pleasure Grounds containing Twenty-one Acres Three Roods and One Perch mentioned and comprised in the First Part of the Schedule hereunto annexed to any Person or Persons who shall or may be willing to improve the same by erecting and building thereon any new House or Houses, Erections or Buildings, or by rebuilding or repairing any of the Messuages or Tenements, Erections or Buildings whatsoever which now are or stand or hereafter shall be or stand on the same Hereditaments and Premises, or any Part thereof, or by expending such Sum or Sums of Money in the Improvement thereof respectively as shall be thought adequate for the Interest therein respectively to be departed with, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, and so that every such Limitation or Appointment by way of Demise or Lease thereon be reserved the best and most improved yearly

Power to grant Building and Repairing Leases for Ninety-nine Years.

Baron Vivian's Estate Act, 1853.

yearly Rent or Rents, to be payable during the Continuance of the Term or Estate or Terms or Estates to be created thereby, and to be incident to the immediate Reversion of the Hereditaments so to be limited or appointed by way of Demise or Lease, that can be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as there be contained in every such Limitation or Appointment a Condition of Re-entry for Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents thereby respectively to be reserved, so as the Appointee or Appointees, Lessee or Lessees, do execute a Counterpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents to be thereby respectively reserved.

Power to
grant Mining
Leases.

VIII. That it shall be lawful for the said *Charles Crespigny* Baron *Vivian*, and every other Person hereby made Tenant for Life as aforesaid, as and when, under or by virtue of the Limitations hereinbefore contained, he or she shall successively and respectively be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Hereditaments, and Premises, and shall be of the Age of Twenty-one Years, and not under any Disability, and for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, or other of the Trustees or Trustee for the Time being, at their or his Discretion, during the Minority or Disability of any Person who under or by virtue of the Limitations hereinbefore contained shall for the Time being be entitled to the actual Possession or to the Receipt of the said Rents, Issues, and Profits of the said Hereditaments and Premises, by any Indenture or Indentures, to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint by way of Demise or Lease all or any Part of the Mines, Quarries, Minerals, and Substances in, under, or upon the said Manors and Lands or any of them, or any Part thereof, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, and whether the same have or have not been hitherto opened or worked, unto any Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to search, seek, bore, dig, drive, sink for, discover, work, get, and raise the said Mines, Quarries, Minerals, and Substances, and for those Purposes
from

Baron Vivian's Estate Act, 1853.

from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Ways, Gates, Water Gates, Gutters, and other subterraneous Works in and under the said Lands and Premises, and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, or Gins, and other Machinery, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all and any other lawful Ways and Means, as well for the finding, discovering, winning, working, getting, and raising the said Minerals and Substances forth and out of the Mines and Quarries, as for draining or discharging or carrying away Water, foul Air, Stythe, and Stench from, forth, and out of the same, and with sufficient Ground-room, Heap-room, and Pit-room for bringing to Bank, stacking, depositing, laying, placing, smelting, calcining, working, and manufacturing the Minerals and Substances (including Rubbish) which shall from Time to Time proceed from or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries; and also with full and sufficient Way and Passage to and for the Lessee and Lessees respectively, and his and their respective Agents, Servants, and Workmen, from Time to Time during the Continuance of the Term or Terms of Years to be so granted or created, to take, lead, and carry away, with Horses, Carts, Waggons, Wains, and Carriages, all the Minerals and Substances to be wrought, won, or gotten forth out of the said Mines and Quarries; and also full and free Liberty, Licence, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Buildings, or Erections, Engines, Furnaces, Forges, Foundries, Canals, Railways or framed Waggon Ways, Weighing Machines, and other Machinery, Conveniences, Devices, Inventions, or Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, lying, or placing of Workmen, Workhouses, Work, and Utensils, and for the working and carrying on of the Works of said Mines and Quarries respectively, and for taking, loading, and carrying away the said Minerals and Substances, and also from Time to Time to take and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Railways, Waggon Ways, Weighing Machines, and other Machinery, at his or their Will and Pleasure, and also to dig and get up Stones, Sods, Peat, Clay, and other Substances convenient for making, building, or repairing such Houses and other Buildings as aforesaid, and generally to do whatever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of the said Minerals and Substances, and for the manufacturing and carrying away the same; so as by such

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Limitations

Baron Vivian's Estate Act, 1853.

Limitations or Appointments by way of Demise or Lease there be respectively reserved and made payable during the Term or Terms of Years to be thereby respectively created the best yearly Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations, by the Acre or by the Ton, or otherwise, as can under the Circumstances of the Case be reasonably had or gotten for the same; and so as such Limitations or Appointments by way of Demise or Lease as aforesaid be made without any Fine, Premium, or Foregift for the same; and so as in every such Limitation or Appointment by way of Demise or Lease so to be made as aforesaid there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively reserved and made payable shall be unpaid by the Space of Twenty-one Days, or some other reasonable Time to be therein specified; and so as the respective Appointee or Appointees or Lessee or Lessees do execute a Counterpart of all such Limitations or Appointments by way of Demise or Lease as shall be made to them respectively, and enter into such Covenants and Agreements as to the Person or Persons making such Limitations or Appointments respectively, shall deem expedient for working and managing the said Mines, Quarries, and Works, and for rendering and paying the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be reserved and made payable.

Power to reserve Forehand Mine Rent.

IX. Provided always, and it is hereby declared, That it shall be lawful, in and by any such Limitations or Appointments by way of Demise or Lease, to reserve any Sum of Money as or by way of a Forehand Mine Rent, of a usual or customary Amount, to be payable at any One or more Time or Times in the first or any subsequent Year or Years of the Term to be thereby granted, over and besides any other Mine Rents and Royalties or other Reservations to be thereby reserved or made, or to be payable at all events, whether any Minerals or Substances shall happen to have been previously gotten or raised out of the said Mines thereby to be limited or appointed by way of Demise or Lease or otherwise, and although the said other Mine Rents and Royalties or Reservations shall have been actually paid or satisfied for all Minerals or other Substances which may previously have been gotten or raised, and with a Proviso and Agreement, that in case the Appointee or Appointees, Lessee or Lessees, or his or their Executors, Administrators, or Assigns, shall have paid the said Forehand Mine Rent so to be reserved as aforesaid, and shall likewise have paid, satisfied, and performed all and every other the yearly Rents, Royalties, Reservations, Payments, Covenants, and Agreements to be therein reserved, expressed, and contained on his and their Part or Behalf, then and in such Case such Appointee or

Baron Vivian's Estate Act, 1853.

or Appointees, Lessee or Lessees, his or their Executors, Administrators, or Assigns, shall in the last Year of the Term to be thereby demised, without the Payment of any Mine Rent whatsoever, pay so much and such Quantity of Minerals and Substances, or either of them, thereby to be demised, as, according to the particular Reservations of Mine Rent to be therein contained, would otherwise have afforded and yielded a Mine Rent equal in Amount to the Sum so to be reserved in the Nature of a Forehand Mine Rent, and either with or without a further Stipulation or Covenant that if the Mines thereby to be demised shall not hold out and suffice so as to permit such Appointee or Appointees or Lessee or Lessees, his or their Executors, Administrators, or Assigns, in the last Year of the Term thereby to be demised, to be reimbursed the whole Amount of such Forehand Mine Rent in the Manner herein-before mentioned, then the Person or Persons who at the Expiration of the Term so thereby appointed or demised shall be entitled to the immediate Freehold of and in the Premises so to be limited and appointed by way of Demise or Lease shall immediately after the Expiration of such Term refund and repay to such Appointee or Appointees, Lessee or Lessees, or his or their Executors, Administrators, or Assigns, the Sum which shall have been so reserved and paid as a Forehand Mine Rent, or so much thereof as shall not have been refunded and satisfied to him or them by the getting of Materials and Substances in the last Year of the said Term, without the paying of Mine Rent, in manner aforesaid, or any other Agreements, Covenants, or Stipulations of a like Nature; and further, that it shall be lawful in and by any such Limitation or Appointment by way of Demise or Lease to reserve any annual Sum of Money by way of Mine Rent, and also, in case it shall appear, at the Expiration of any Year of the Term so thereby granted, upon a Calculation of the Extent to which the working of the Mines to be thereby demised shall have actually proceeded, that the said Mines shall have been worked or gotten (the Extent of the working of the said several Mines, if more than One to be thereby granted, being computed upon any Average to be agreed upon and to be therein specified,) out of or from any greater Quantity or Extent of the Surface of any Lands than such Quantity or Extent of Land in the whole as shall be after the Rate and Proportion to be therein specified in superficial Measure for each and every Year of the said Term elapsed previously to the Time of making such Calculation as aforesaid, then and in every such Case (over and besides the yearly Sum by way of Mine Rent to be reserved as aforesaid) an additional Mine Rent for each and every Statute Acre in superficial Measure, and so in proportion for any less Quantity than a Statute Acre, of the Surface of any Lands out of or from which the said Mines shall have been so worked or gotten as aforesaid, over and above such Quantity or Extent in the whole of the said Lands as shall be
after

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after the Rate and Proportion so to be specified in superficial Measure for each and every Year of the said Term previously to the Time of making such Calculation as aforesaid, the said additional Mine Rent to be payable upon such Day in every Year of the said Term wherein such additional Mine Rent shall actually arise or accrue as shall be therein specified; with a Proviso that when and so often as any additional Mine Rent shall become due at the Expiration of any Year of the Term to be thereby demised, in consequence of the said Mines having been worked or gotten out of or from any surplus Quantity of any Lands exceeding the Quantity to be in that Behalf specified as aforesaid, for each and every Year of the said Term previously elapsed as aforesaid, and the same shall have been actually paid by the Appointee or Appointees, Lessee or Lessees, his or their Executors, Administrators, or Assigns, in pursuance of the Reversion aforesaid, then and thenceforth, and so often as the Case shall arise, the surplus Quantity of the said Lands in respect of which such additional Mine Rent shall have so arisen and been actually paid as aforesaid shall not in any future Calculation to be made at the Expiration of any subsequent Year of the said Term for the Purpose of ascertaining whether additional Mine Rent shall have again become due be again brought into consideration so as to render any further Mine Rent again payable for or in respect of the same; and generally that in and by any such Limitations or Appointments by way of Demise or Lease there shall or may be reserved or contained any other Reservations, Covenants, Agreements, Provisoes, or Stipulations whatsoever which have been usual in Leases heretofore granted of Mines or Quarries in the said Counties of *Devon* and *Cornwall*, or either of them, or which shall or may be deemed necessary or expedient for providing for the due working or managing of any Mines or Quarries so to be limited or appointed by way of Demise or Lease, or any Works belonging thereto.

Power of
Sale and
Exchange;

X. That from and immediately after the passing of this Act it shall and may be lawful for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Manors, Messuages, Lands, Tenements, and Hereditaments, at any Time or Times, at the Request and by the Direction of the said *Charles Crespigny Baron Vivian* during his Life (to be testified by some Writing to be sealed and delivered by him in the Presence of and attested by Two or more credible Witnesses), and after his Death at the Request and by the Direction of the Person who for the Time being and from Time to Time shall be entitled under the Limitations aforesaid to the Receipt of the Rents, Issues,

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Issues, and Profits of the said Manors, Messuages, Lands, Hereditaments, and Premises, if such Person shall be of the Age of Twenty-one Years and not under any Disability, such Request and Direction to be testified as aforesaid, but if such Person shall be under the Age of Twenty-one Years or under any Disability then during his or her Minority or Disability for the said Trustees or Trustee for the Time being, in their or his Discretion, 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 *England* or *Wales*, all or any Part of the Hereditaments and Premises comprised in the Second Part of the Schedule hereunto annexed, 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 *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall seem reasonable, and upon any such Exchange as aforesaid to give or receive any Sum or Sums of Money for Equality of Exchange; and any such Sale or Sales as aforesaid may be made either by Public Auction or Private Contract; and the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, shall have full Power to make such Stipulations or Conditions in any Particulars of Sale by which the said Premises or any Part thereof may be sold, or in any Contract for the Sale thereof or of any Part thereof, as to the Title to be required by the Purchaser or Purchasers, or the Evidence to be produced in support of the same, or otherwise, as the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall think fit, and shall also have Power to buy in the same Premises or any Part or Parts thereof at any Sale or Sales by Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale thereof, whether upon a Sale thereof by Public Auction or Private Contract, and to resell the Premises which shall be so bought in, or as to which the Contract or Contracts shall be so rescinded, without being responsible for any Loss which may be occasioned thereby.

XI. That for the Purpose of effectuating any such Sale or Exchange it shall be lawful for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, (at such Request and by such Direction, so testified as aforesaid,) by any Deed or Deeds, Writing or Writings, sealed and delivered

and for that Purpose to revoke Uses.

[*Private.*]

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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 herein-before limited and declared, or to be limited and declared under the Powers of jointuring and charging Rentcharges and Portions herein-before contained of or concerning the said 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 may have been made under any of the Trusts of the Term of Years herein-before limited, or under the Trusts of any Term or Terms of Yearsto be limited as herein-before mentioned,) and by the same or any other Deed or Deeds, Writing or Writings, to limit, declare, direct, or appoint any Use or Uses, Estate or Estates, Trust or Trusts of the said Premises, or any Part or Parts, Parcel or Parcels thereof, which it shall be thought necessary or expedient to limit, declare, direct; or appoint, in order to effectuate any such Sale or Exchange as aforesaid; and also that, upon Payment of the Money arising by Sale of the said Premises or any Part thereof, or to be received for Equality of Exchange as aforesaid, or any Part thereof, it shall be lawful for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, to sign and 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 afterwards be answerable or accountable for any Loss, Misapplication, or Non-application or be in anywise obliged or concerned to see to the Application thereof.

Purchase
Monies, &c.
to be in-
vested in the
Purchase of
other Ma-
nors, Lands,
and Here-
ditaments.

XII. That when all or any Part or Parcel of the said Hereditaments and Premises herein-before settled and limited respectively, or expressed and intended so to be, shall be so sold for a valuable Consideration in Money, or any Money shall be so received for Equality of Exchange as aforesaid, they the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, shall with all convenient Speed lay out and invest the Money to arise by such Sale or Sales, or to be so received for Equality of Exchange as aforesaid, in the Purchase of other Manors, Lands, or Hereditaments in Fee Simple in possession, to be situate somewhere in *England* or *Wales*, of a clear and indefeasible Estate of Inheritance, or of Lands of a Leasehold or Copyhold Tenure (such Leasehold to be for a Term of Two hundred Years yet to come and unexpired from the Date of such Purchase, or for a Term

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a Term of Three Lives at the least), convenient to be held therewith, or with the Hereditaments herein-before settled, yet so as that during the Life of the said *Charles Crespigny Baron Vivian* every such Purchase be made with his Consent, to be testified by some Writing under his Hand, and after his Decease with the Consent in Writing of the Person who for the Time being would under the Limitations herein-before contained be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Lands, Tenements, and Hereditaments so to be purchased, in case the same were then actually purchased and settled, and who shall be of the Age of Twenty-one Years and not under any Disability, but if there shall be no such Person of the Age of Twenty-one Years and not under any Disability, then such Purchase or Purchases shall be made at the Discretion of the said *Samuel Pepys Cockerell, Sir Richard Duckworth King, and Charles Ranken*, or the Survivors or Survivor of them or the Executors or Administrators of such Survivor; and moreover that they the said *Samuel Pepys Cockerell, Sir Richard Duckworth King, and Charles Ranken*, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, do and shall settle and assure, or caused to be settled and assured, as well the Manors, Lands, or Hereditaments so to be purchased as the Manors, Lands, or Hereditaments to be taken by them the said *Samuel Pepys Cockerell, Sir Richard Duckworth King, and Charles Ranken*, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, in Exchange, as herein-before is mentioned, to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Declarations, and Agreements, as are herein-before limited, expressed, and declared, or shall, under the same Powers of jointuring and charging Rentcharges and Portions, have been limited, expressed, or declared of and concerning the said Hereditaments and Premises herein-before settled and limited, or expressed and intended so to be, or as near thereto as the Deaths of Parties and other intervening Accidents will then admit of, but not so as to increase or multiply Charges, and so that if any of the Lands so to be purchased shall be held by Lease or Leases for Years the same shall not vest absolutely in any Person or Persons hereby made Tenant or Tenants in Tail Male by Purchase who shall not attain the Age of Twenty-one Years, but on the Decease of any such Person, being Tenant in Tail Male by Purchase under or by virtue of the Limitations herein-before contained, shall go, devolve, and remain in the same Manner as if they had been Freeholds of Inheritance, and had been settled accordingly.

XIII. That if any of the Lands so to be purchased as aforesaid shall be held by a Lease or Leases for Lives or for Years, proper Provisions

Proviso as to
Renewal of
Leases for

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Lives or for
Years under
which pur-
chased Pro-
perty may
be held.

Provisions shall be inserted in the Settlement to be made thereof as aforesaid for the renewing of the same from Time to Time as Occasion shall require, and that the Fines, Fees, and Expenses of such Renewal shall from Time to Time be defrayed by and out of the Premises so to be purchased, and of which Renewals are to be made respectively so and in such Manner that the several Persons entitled under the Provisions of this Act shall contribute to the Expense of such Renewals in the Proportions in which, according to the Rules of the Courts of Equity, they would be bound to contribute in the Absence of any Provision in this Act as to the Parties at whose Expense such Renewals are to be made; provided always, that it shall be lawful for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, by and out of the Monies to arise from any such Sale or Sales, or to be received for Equality of Exchange, as aforesaid, to pay any Sum or Sums of Money which upon any Exchange to be made in exercise of the aforesaid Power in that Behalf shall or may be payable for Equality of Exchange by the Trustees or Trustee for the Time being acting in the Exercise of the same Power, and also to raise any Money which shall be agreed to be paid by the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, for Equality of Exchange, or which shall be required for the Purposes of obtaining the Renewal of any such Lease as aforesaid, by Mortgage of the Hereditaments to be received in Exchange or taken by Renewal as aforesaid, or of any other Hereditaments for the Time being subject to the subsisting Uses or Trusts of this Act, and to make all such Appointments or Assignments, and give all such Receipts, and do all such other Acts as shall be necessary or expedient for the Purpose of effectuating any such Mortgage or Mortgages; and no Mortgagee advancing Money upon any Mortgage purporting to be made under this present Power shall be bound to see that such Money is wanted, or that no more than is wanted is raised; provided also, that it shall be lawful for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, upon the Request of the said *Charles Crespigny Baron Vivian* during his Life, and after his Decease at the Request of the Person for the Time being entitled under the Limitations aforesaid to receive the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments, if not under Age or under any Disability, but if such Person shall be under Age or under any Disability, then at the Discretion of the said Trustees or Trustee for the Time being, to apply any Sum or Sums

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Sums of Money to arise by any such Sale or Exchange as aforesaid, or any Part thereof, in or towards paying off and discharging the said Mortgage Debt or Sum of Thirteen thousand Pounds charged on the said *Saint Winnow* Estate, and the Interest which shall be due thereon, and the said Debt or Sum of Fifteen thousand Pounds secured by the said Testator's Covenant contained in the said Indenture of Settlement of the First Day of *July* One thousand eight hundred and thirty-three, and the Interest to accrue due in respect thereof, or either of such Debts or any Part thereof respectively, or any other Mortgage or other Charge or Incumbrance which shall or may then affect all or any of the Hereditaments and Premises comprised in the said Schedule hereto, or which shall then be subject to the Uses or Trusts herein-before contained, and such other Sums of Money as the Court of Chancery shall from Time to Time by any Order or Orders to be made in the said Suits of *Gosset v. Vivian*, or in a summary Manner, upon Petition of the Person for the Time being entitled to receive the Rents and Profits of the said Hereditaments and Premises under the Limitations herein-before contained, declare that the Real Estate of the said Testator is liable to pay and make good by reason of the Personal Estate of the said Testator not specifically bequeathed being insufficient for the Payment of his Funeral and Testamentary Expenses and just Debts, anything herein-before contained to the contrary thereof in anywise notwithstanding, but without changing or altering the Equities or Obligations of the Parties claiming under this Act, and the Settlement hereby made as to the defraying the Expense of such Renewals of Leaseholds as aforesaid.

XIV. That until the Money arising by such Sale or Sales as aforesaid, or to be received for Equality of Exchange as aforesaid, shall be disposed of in manner herein-before mentioned, it shall be lawful for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, by and with the Consent and Approbation of the said *Charles Crespigny Baron Vivian* during his Life, and after his Decease with the Consent and Approbation of the Person for the Time being entitled under the Limitations aforesaid to receive the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments, if not under Age or under any Disability, but if such Person shall be under Age or under any Disability, then at the Discretion of the said Trustees or Trustee for the Time being, to place out such Sum or Sums of Money at Interest, either in the Parliamentary Stocks or Public Funds, or upon Government or Real Securities in *Great Britain* or *Ireland*, in the Names or Name of such Trustees or Trustee for the Time being, and from Time to Time to alter, vary, transpose, and dispose of the said

Purchase Monies, until laid out in Land, to be invested in Government or Real Securities.

[*Private.*]

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Stocks

Baron Vivian's Estate Act, 1853.

Stocks, Funds, and Securities; and the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities shall go and be paid to such Person or Persons and be applied to and for such Intents and Purposes and in such Manner as the Rents, Issues, and Profits of the Hereditaments to be purchased therewith would go or be payable or applicable to in case such Purchase or Purchases and Settlement as aforesaid were then actually made.

Power to grant Lease to West Cornwall Railway Company according to Agreement.

XV. That it shall and may be lawful for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, their or his Assigns, and they and he are hereby required, by any Indenture or Indentures, to be sealed and delivered by them or him respectively in the Presence of and to be attested by Two or more credible Witnesses, to limit or appoint by way of Demise or Lease, pursuant to the said recited Agreement of the Twenty-seventh Day of *October* One thousand eight hundred and fifty-two, all and singular the Lands and Hereditaments comprised in such Agreement, with their and every of their Appurtenances, to the said *West Cornwall* Railway Company, their Successors and Assigns, for any Term or Number of Years not exceeding One hundred from the passing of the said recited Act authorizing the Construction of the said Branch Railway in the same Agreement mentioned or referred to, and such Lease or Leases shall contain all such Covenants and Provisions as are usual in like Cases: Provided always, that nothing herein contained shall authorize the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, to grant any Lease of any Portion of the Land (if any) comprised in the said Agreements or either of them belonging to Her Majesty, either in right of Her Crown or in right of the Duchy of *Cornwall*, or to His Royal Highness the Prince of *Wales*, in right of the said Duchy, until such Land has been conveyed to them the said Trustees or Trustee for the Time being under the Will of the said *Richard Hussey* Baron *Vivian*.

Declaration of the Trusts of the 500 Years Term.

XVI. That the said Term of Five hundred Years hereby created is limited to the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, and their Executors, Administrators, and Assigns, upon trust that they the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, and the Survivor of them, and the Executors or Administrators of such Survivor, do and shall from Time to Time, at the Request and by the Direction in Writing of the said *Charles Crespigny* Baron *Vivian* during his Life, and after his Death at
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the Request and by the Direction in Writing of the Person for the Time being entitled to receive the Rents, Issues, and Profits of the said Manors, Messuages, Lands, and Hereditaments, if he or she shall not be under the Age of Twenty-one Years or under any Disability, but if he or she shall be under the Age of Twenty-one Years or under any Disability, then at the Discretion of the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, or the Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, borrow and take up at Interest any Sum or Sums of Money upon Mortgage of all or any Part of the Hereditaments and Premises comprised in the same Term, for all or any Part of such Term, or upon the Security of any Transfer or Assignment of any of the Mortgages which may for the Time being be subsisting therein, for the Purpose of paying or discharging the said Mortgage Debt or Sum of Thirteen thousand Pounds so charged upon the *Saint Winnow's Estate* as aforesaid, and the said Debt or Sum of Fifteen thousand Pounds so covenanted to be paid by the said Testator to the Trustees of the said recited Indenture of Settlement of the First Day of *July* One thousand eight hundred and thirty-three as aforesaid, or either of them, or any Part thereof respectively, and also such Sum or Sums of Money as the Court of Chancery shall from Time to Time by any Order or Orders to be made in the said Suits of *Gosset v. Vivian*, or in a summary Manner, upon Petition of the Person for the Time being entitled to receive the Rents and Profits of the said Hereditaments and Premises under the Limitations herein-before contained, declare that the Real Estate of the said Testator is liable to pay or make good by reason of the Personal Estate of the said Testator not specifically bequeathed being insufficient for the Payment of his Funeral and Testamentary Expenses and just Debts, and do and shall apply the Sum or Sums of Money to be so borrowed upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations herein-after declared and contained of and concerning the same; (that is to say,) upon trust that the said respective Trustees or Trustee for the Time being with and out of the said Monies do and shall in the first place retain, pay, and discharge the Costs, Charges, and Expenses of or attending or in anywise relating to the effecting of such Mortgages as aforesaid, or which they or he shall or may incur, sustain, or be put unto in defending or otherwise relating to any Action or Suit at Law or in Equity which may be brought, commenced, or prosecuted by any Person or Persons whomsoever against the said *Charles Crespigny Baron Vivian*, or any or either of the Persons for the Time being entitled to or interested in the said Manors, Messuages, Lands, Tenements, and Hereditaments under or by virtue of the Limitations herein-before contained, or their or either of their Heirs, Executors, or Administrators, or against the

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the respective Trustees or Trustee for the Time being of the same Manors, Messuages, Lands, Tenements, and Hereditaments, or any of such Trustees, in relation to any of the said Hereditaments and Premises hereby settled and limited, or any Mortgage or Incumbrance which may for the Time being be subsisting or charged thereon, or which they or he shall or may otherwise incur, sustain, or be put unto in or about the Execution and carrying into effect any of the Trusts and Provisions herein contained, and do and shall pay and apply the Surplus or Residue which shall from Time to Time remain of the said Trust Monies, after answering and satisfying the Trusts and Purposes aforesaid, in such Order and in such Manner as the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, shall think expedient, in or towards Satisfaction and Discharge of the said Mortgage of Thirteen thousand Pounds charged on the said *Saint Winnow's* Estate, and the said Debt or Sum of Fifteen thousand Pounds so covenanted to be paid by the said Testator by the said Indenture of Settlement of the First Day of *July* One thousand eight hundred and thirty-three, and such other Sum or Sums of Money as the Court of Chancery shall from Time to Time, by any Order or Orders to be made in manner aforesaid, declare that the Real Estate of the said Testator is liable to pay or make good by reason of the Personal Estate of the said Testator not specifically bequeathed being insufficient for the Payment of his Funeral and Testamentary Expenses and just Debts, or in or towards Payment or Satisfaction of any Mortgage or Mortgages which shall have been executed by the said Trustees or Trustee under or by virtue of the Power in that Behalf herein-before contained, and do and shall in the meantime receive and apply the Rents, Issues, and Profits of the said Hereditaments and Premises in or towards the Discharge of the Arrears now due and hereafter to become due for or in respect of the Interest of the said Mortgage Debt and the said Debt due on the Covenant of the said Testator as aforesaid; and, subject and without Prejudice to the Trusts aforesaid, the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, shall stand possessed of the said Term of Five hundred Years upon trust for better securing the Payment of the said several annual Sums or yearly Rentcharges of Six hundred Pounds, One hundred Pounds, and One hundred Pounds, herein-before limited, at the Days or Times and in the Manner herein-before mentioned and appointed for Payment of the same, without any Deduction or Abatement as aforesaid; for which End and Purpose it is hereby declared, that the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, and the Survivors and Survivor of them, and the Executors, Administrators,

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ministrators, and Assigns of such Survivor, do and shall permit and suffer the Person or Persons to whom the immediate Reversion and Remainder of the said Hereditaments comprised in the said Term of Five hundred Years expectant on the Determination thereof shall for the Time being belong, according to the Limitations aforesaid, to receive and take the Rents, Issues, and Profits of the same Premises until Default shall happen to be made in Payment of the said annual Sums or yearly Rentcharges of Six hundred Pounds, One hundred Pounds, and One hundred Pounds, or One of them, or some Part thereof respectively, at the Times and in the Manner herein-before appointed for the Payment thereof respectively; and that in case the said annual Sums or yearly Rentcharges of Six hundred Pounds, One hundred Pounds, and One hundred Pounds, or either of them, or any Part thereof respectively, shall happen to be behind or unpaid by the Space of Forty Days next after any One of the Days whereon the same is herein-before directed to be paid, then and in such Case and so often as the same shall happen the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, do and shall from Time to Time, by and out of the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Five hundred Years, or by demising or mortgaging the same Premises or any Part thereof for all or any Part of the same Term, or by bringing Actions against the Tenants or Occupiers of the same Premises for the Recovery of the Rents and Profits, or by more than One of or by all the Ways and Means aforesaid, and by such other reasonable Ways and Means as to the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet, levy and raise and pay the said annual Sums or yearly Rentcharges of Six hundred Pounds, One hundred Pounds, and One hundred Pounds, or such of them or such Part thereof respectively so in arrear, and all Arrears thereof which shall be then due and unpaid, or which shall afterwards during their or his Continuance in possession accrue of the same, and all Costs, Charges, Damages, and Expenses which the said *Letitia Dowager Lady Vivian*, *Jane Frances Ann Vivian*, and *Lalage Letitia Caroline Vivian*, or any or either of them, their or any or either of their Executors, Administrators, or Assigns, or the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, or either of them, their or either of their Executors, Administrators, or Assigns, or any of them, shall be put unto by reason of the Nonpayment thereof, or the Recovery or obtaining thereof or otherwise relating thereto, and do and shall pay the Surplus (if any) of the Rents, Issues, and Profits aforesaid to the Person or Persons next in remainder or reversion for the Time being immediately expectant upon the

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Determination of the said Term of Five hundred Years, according to the Limitations aforesaid.

Subject to the Trusts declared, Tenant for Life &c. to receive Rents.

Proviso for Cessor of Term when Trusts performed.

XVII. That, subject to the Trusts herein-before declared, the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, their Executors, Administrators, and Assigns, shall from Time to Time permit and suffer the Rents, Issues, and Profits of the said Hereditaments and Premises comprised in the said Term of Five hundred Years, or such Part or Parts thereof as for the Time being shall not be wanted for the Purposes for which the same Term is hereby created, to be had, received, and taken by the Person or Persons who for the Time being under the Limitations aforesaid shall be seised of or entitled to the same Premises in remainder expectant upon or subject to the same Term, for his and their own Use and Benefit: Provided always, and it is hereby declared, that when the Trusts herein-before declared of and concerning the said Term of Five hundred Years shall have been fully performed or satisfied, or have become unnecessary or incapable of taking effect, and the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, and each of them, their and each of their Executors and Administrators, and their or his Assigns, shall have been fully reimbursed and satisfied all Costs, Charges, and Expenses (if any) to be occasioned by or relating to the Trusts hereby reposed in them as aforesaid, and which Costs, Charges, and Expenses they and he are hereby authorized and empowered to levy and raise by all or any of the Ways or Means aforesaid, or by any other reasonable Ways or Means, and to retain accordingly, the said Term of Five hundred Years shall (subject and without Prejudice to any Disposition or Dispositions which shall have been made of the Premises comprised therein, or any Part thereof, in pursuance of the Trusts aforesaid,) absolutely cease and determine.

Chattels bequeathed as Heirlooms to vest in Trustees,

XVIII. That from and immediately after the passing of this Act all and singular the Diamonds, Household Furniture, Plate, Family and other Pictures, Prints and printed Books, Snuff Boxes, Swords, Medals, Crosses, and Insignia of Orders by the said herein-before recited Will of the said Testator *Richard Hussey Baron Vivian* bequeathed to the Trustees of such Will, upon trust to permit the same to be held and enjoyed as Heirlooms, and all the Right, Title, and Interest of the said Testator therein and thereto respectively, shall be and the same respectively are hereby vested in the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, their Executors, Administrators, and Assigns, upon the same Trusts, as nearly as may be, as are herein-before declared of the said Term of Five hundred Years, and, subject thereto, upon trust to permit the said Diamonds, Household Furniture, Plate, Family and other Pictures,

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Pictures, Prints and printed Books, Snuff Boxes, Swords, Medals, Crosses, and Insignia of Orders so bequeathed as aforesaid to be held and enjoyed by the Person or Persons who for the Time being will be entitled to the actual Possession or the Receipt of the Rents and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments herein-before settled and limited as aforesaid, under or by virtue of the Limitations or Provisoos herein-before contained, to the Intent that the same may be enjoyed with such Manors, Messuages, Lands, Tenements, and Hereditaments as or in the Nature of Heirlooms: Provided nevertheless, that the same Diamonds, Household Furniture, Plate, and other Articles and Things shall not vest absolutely in any Person hereby made Tenant in Tail Male by Purchase, unless such Person shall attain the Age of Twenty-one Years; that as soon as conveniently may be after the passing of this Act a Schedule or Inventory shall be made and taken of such Diamonds, Household Furniture, and Articles, and Two Copies shall be made of such Schedule or Inventory, and One of such Copies shall be placed and remain in the Hands of the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivors, and the other Copy shall be left at the said Testator's Mansion House at *Glynn* aforesaid, and shall from Time to Time be signed by the Person who shall for the Time being be entitled to the actual Possession, Use, and Enjoyment of the said Diamonds, Household Furniture, Plate, and other Articles respectively as Heirlooms; and every such Person shall, when and as he shall so become entitled to the Possession, Use, and Enjoyment of the said Chattels bequeathed to be held and enjoyed as Heirlooms respectively, execute and give to the said Trustees or Trustee for the Time being a Bond or Obligation in Writing, with a sufficient Penalty, for preserving the same Diamonds, Household Furniture, Plate, and other Articles respectively safely and in good Order and Condition, by making such Reparation, Restorations, and Replacings thereof as the said Trustees or Trustee for the Time being shall think necessary, and for keeping such of the said Diamonds, Household Furniture, Plate, and Articles respectively as shall be of an insurable Nature adequately insured against Loss or Damage by Fire; and that the said Trustees or Trustee for the Time being shall and may from Time to Time inspect and examine into the State and Condition of such Diamonds, Household Furniture, Plate, and other Articles respectively, and require the Production of the Policy or Policies of Insurance thereof, and of the Receipts for the Premium or Premiums paid in respect thereof, and shall cause such Reparation, Restorations, or Replacings to be made thereof or therein as they or he shall think necessary; and all such Reparations, Restorations, and Replacings, and the Premiums and

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and Expenses of such Insurance, shall be made at the Expense of the Trust Premises whilst the said Trustees or Trustee shall be entitled, and afterwards at the Expense of the Person who shall for the Time being be entitled to hold, use, and enjoy the same.

Trustees
Receipts
to be
sufficient
Discharges.

XIX. That the Receipt or Receipts in Writing of the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or of the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Term hereby created, for any Sum or Sums of Money payable to them or him under or by virtue of this Act or in execution of the Trusts hereof, shall be a sufficient and effectual Discharge or sufficient and effectual Discharges for the same respectively, or so much thereof respectively as in such Receipt or Receipts shall be expressed or acknowledged to be received; and the Person or Persons to whom the same shall be given, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication or be in anywise obliged or concerned to see to the Application of the Money therein mentioned and acknowledged to be received.

Power to
appoint new
Trustees of
the 500
Years Term.

XX. That if the said *William Thomas Longbourne* and *Charles Ranken Vickerman*, or any or either of them, or any future Trustee or Trustees of the said Term of Five hundred Years hereby created, to be appointed as herein-after is mentioned, shall die, or be abroad for Twelve Calendar Months at One Time, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Trusts or Powers hereby in them reposed or to them given as aforesaid, before the said Trusts or Powers shall have been fully executed, performed, or discharged or shall have become incapable of taking effect, then and in such Case, and when and so often as the same shall happen, it shall be lawful for the said *Letitia Dowager Lady Vivian*, *Jane Frances Ann Vivian*, and *Lalage Letitia Caroline Vivian*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and the Person who for the Time being shall be entitled under the Limitations aforesaid to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments, if such Person shall be of full Age, and not under any Disability, but if such Person shall be under the Age of Twenty-one Years, or under any Disability, then for the Person or Persons in whom the legal Estate in the said Term shall for the Time being be vested in the Place or Stead of such last-mentioned Person, by any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered by them or him or her in the Presence of and attested by Two or more credible Witnesses,

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nesses, from Time to Time to nominate, substitute, or appoint One or more such Person or Persons as shall be approved of by One of the Judges of Her Majesty's High Court of Chancery to be a Trustee or Trustees of the same Term in the Place or Stead of the Trustee or Trustees so dying or being abroad, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and when and so often as any new Trustee or Trustees shall be nominated and appointed as aforesaid, all the Trust Estates, Monies, and Premises (if any) which shall then be vested in the Trustee or Trustees so being abroad, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely, or jointly with the other Trustee or Trustees, or in the surviving Trustee or Trustees, or in the Executors or Administrators of the last surviving Trustee, (as the Case may be,) shall with all convenient Speed be conveyed, assigned, and transferred in such Sort and Manner and so as that the same shall and may be legally and effectually vested for the then Residue and Remainder of the said Term of Five hundred Years in the surviving or continuing Trustee or Trustees, and such new or other Trustee or Trustees, or if there shall be no continuing Trustee or Trustees, then in such new Trustee or Trustees only, upon the Trusts herein-before declared of and concerning the same Term, or such of the same Trusts as may be then subsisting undetermined or capable of taking effect; and the Trustee or Trustees so to be substituted, nominated, or appointed as aforesaid shall and may in all things act and assist in the Management, carrying on, and Execution of all the Trusts and Powers aforesaid in conjunction with the other then surviving or continuing Trustee or Trustees, if there shall be any such surviving or continuing Trustee or Trustees, and if not then by himself or themselves, as fully and effectually, and shall and may have and exercise all the same Power and Powers, Authority and Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been in and by this Act originally nominated a Trustee or Trustees, and as the Trustee or Trustees named in this Act, his or their Executors or Administrators, in or to whose Place such new Trustee or Trustees shall respectively come or succeed, are or is enabled to do, or could or might have done under and by virtue of this Act if then living, and continuing to act in the Trusts or Powers hereby reposed in or limited to him or them, anything herein-before contained to the contrary thereof in anywise notwithstanding.

XXI. That if the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or any or either of them, or any future Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or be abroad for Twelve Calendar Months at One Time, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Trusts or Powers hereby

Power to
appoint new
Trustees.

[*Private.*]

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Baron Vivian's Estate Act, 1853.

in them reposed or to them given as aforesaid, before the said Trusts or Powers shall have been fully executed, performed, or discharged, or shall have become incapable of taking effect, then and in such Case, and as often as the same shall happen, it shall be lawful for the said *Charles Crespigny Baron Vivian* during his Life, and after his Decease for the Person who for the Time being shall be entitled to receive the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments, under or by virtue of the Limitations herein-before contained, if he or she respectively shall be of the full Age of Twenty-one Years and not under any Disability; but in case he or she respectively shall be under that Age or under any Disability, then for the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, by any Deed or Deeds, Instrument or Instruments in Writing; sealed and delivered by them, him, or her in the Presence of and attested by Two or more credible Witnesses, from Time to Time to substitute, nominate, or appoint One or more such Person or Persons as shall be approved of by One of the Judges of Her Majesty's High Court of Chancery to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or being abroad, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and that when and so often as any new Trustee or Trustees shall be nominated and appointed as aforesaid all the Trust Estates, Monies, and Premises (if any) which shall be then vested in the Trustee or Trustees so being abroad, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely, or jointly with the other Trustee or Trustees, or in the surviving Trustee or Trustees, or in the Heirs, Executors, or Administrators of the last surviving Trustee, (as the Case may be,) shall with all convenient Speed be conveyed, assigned, and transferred in such Sort and Manner and so as that the same shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees, and such new or other Trustee or Trustees, or if there shall be no continuing Trustee or Trustees, then in such new Trustee or Trustees only, upon the Trusts herein-before declared concerning the same Trust Estates, Monies, and Premises, or such of the same Trusts as may be then subsisting or capable of taking effect; and the Trustee or Trustees so to be substituted, nominated, or appointed as aforesaid shall and may in all things act and assist in the Management, carrying on, and Execution of all the Trusts and Powers to which he or they shall be so appointed, in conjunction with the other then surviving or continuing Trustee or Trustees, if there shall be any such surviving or continuing Trustee or Trustees, and if not, then by himself or themselves, as fully and effectually, and shall and may have and exercise all the same Power and Powers,
Authority

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Authority and Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated a Trustee or Trustees, and as the Trustee or Trustees named in this Act, his or their Heirs, Executors, or Administrators, in or to whose Place such new Trustee or Trustees shall respectively come or succeed, are or is enabled to do or could or might have done, under or by virtue of this Act, if then living, and continuing to act in the Trusts or Powers hereby reposed in or limited to him or them, anything herein-before contained to the contrary thereof in anywise notwithstanding.

XXII. That the said several Trustees hereby nominated and appointed, or to be appointed by virtue of the several Powers herein-before contained, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively only for such Monies as they shall respectively actually receive by virtue of the Trusts in and by this Act in them respectively reposed, notwithstanding his, or their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only for his and their own Acts, Receipts, Neglects, or Defaults respectively, and any One or more of them shall not be answerable or accountable for any Banker, Broker, or other Person with whom or in whose Hands any Part of the said Trust Monies shall or may be deposited or lodged for safe Custody or otherwise in the Execution of the Trusts herein-before declared, and they or any of them shall not be answerable or accountable for the Insufficiency or Deficiency of any Security or Securities, Stocks or Funds, in or upon which the said Trust Monies or any Part thereof shall be placed out or invested, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of the aforesaid Trusts or in relation thereto, except the same shall happen by or through their own wilful Default respectively; and it shall be lawful for the said Trustees in and by this Act named and appointed, and such future Trustee or Trustees to be appointed as aforesaid, and every or any of them, their and every of their Heirs, Executors, Administrators, and Assigns, by and out of the Monies which shall come to their respective Hands by virtue of the Trusts aforesaid, to retain to and reimburse himself and themselves respectively, and also to allow to his and their Co-trustee and Co-trustees, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto, in or about the Execution of the aforesaid Trusts or in relation thereto.

Proviso for
the Indem-
nity of
Trustees.

XXIII. Pro-

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Leases,
Sales, &c.
under the
Powers con-
tained in
this Act to
be approved
by the
Court of
Chancery.

XXIII. Provided always, That every Lease to be granted to the said *West Cornwall* Railway Company; and every Sale or Exchange, and Appointment of new Trustees, to be made pursuant to the Powers in that Behalf contained in this Act, shall be made under the Direction and with the Sanction of the High Court of Chancery in *England*; and that it shall be lawful for the said Court of Chancery, upon the Petition of the Person for the Time being entitled to the Rents and Profits of the said Manors, Messuages, Lands, Hereditaments, and Premises, if he or she shall have attained the Age of Twenty-one Years, but if not then upon the Petition of his or her Guardian or Guardians for the Time being, in a summary Manner to make such Orders or Order in relation to any such Sale, Exchange, or Appointment of new Trustees as to the said Court of Chancery shall seem meet.

Monies
arising from
Sale or Ex-
change to be
paid into the
Bank.

XXIV. The Purchase Money which shall arise from any Sale, and the Money received for Equality of Exchange upon any Exchange made under the Powers of this Act, of Lands subject to the Uses and Trusts of the Will of the said *Richard Hussey* Baron *Vivian* the Testator, shall be paid into the Bank in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to the Account there of such Accountant General to an Account to be entitled "The Account of the Persons entitled to Sale Monies, Devised Estates," in the Matter of this Act (citing it), pursuant to the Method prescribed by any Act for the Time being in force for regulating Monies paid into the said Court, and such Monies shall remain so deposited until the same respectively shall be applied to some One or more of the following Purposes; (that is to say,) in the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or in the Purchase of other Lands to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled, or in Payment to any Party becoming absolutely entitled to such Money.

Application
of Money.

XXV. Such Money may be so applied as aforesaid upon an Order of the Court of Chancery, and until the Money shall be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of *Three per Cent.* Consolidated or *Three per Cent.* Reduced Bank Annuities, or in Government or Real Securities, and the Interest, Dividends, and annual Proceeds thereof paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands.

XXVI. The

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XXVI. The Certificate of the Accountant General of the Payment into the Bank of *England* by or on behalf of the Person or Persons liable or entitled to pay the same respectively of any Purchase Money arising upon any such Sale as aforesaid, or of any Money agreed to be received by way of Equality of Exchange upon any such Exchange as aforesaid, and the Receipt of One of the Cashiers of the Bank of *England* for the same Money, to be annexed to such Certificate, shall, when such Certificate and Receipt shall be filed together in the Register Office of the said Court of Chancery, be a good and sufficient Discharge for the Purchase Money or other Money for which such Certificate and Receipt as aforesaid shall be given; and that after the filing of such Certificate and Receipt the Person or Persons paying such Purchase Money or other Money shall not be answerable for any Misapplication or Nonapplication, or be in anywise concerned to see to the Application of the Purchase Money or other Money for which such Certificate and Receipt which shall be so filed shall have been given.

Receipts,
&c. good
Discharges.

XXVII. It shall be lawful for the said Court of Chancery, upon Petition, to be preferred in a summary Way, as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses which shall be from Time to Time incurred in making the several Applications last aforesaid to the said Court of Chancery, in pursuance of this Act, and in paying into the Bank of *England*, as aforesaid, such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the Bank, and discharging Incumbrances aforesaid, or investing the aforesaid Monies or any of them in the Purchase or Redemption of Land Tax, or in the Purchase of any such Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, and in investigating the Title to the same, or otherwise in carrying the Trusts and Purposes of this Act into execution in regard to the Matters aforesaid, and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all Costs, Charges, and Expenses as aforesaid out of the Monies so to be paid into the Bank, or out of the Monies arising by the Sale of the *Three per Cent.* Consolidated or *Three per Cent.* Reduced Bank Annuities so to be purchased as aforesaid.

Court to
make Order
as to Costs
of Applica-
tions to
Court.

XXVIII. It shall be lawful for the said Court of Chancery, and the same Court is hereby required, upon Petition in a summary Way, to make an Order for allowing, taxing, or settling all Costs, Charges, and Expenses which have been incurred or which shall be incurred in applying for and obtaining and passing this Act, and of all other preparatory and preliminary Proceedings, and such Costs, Charges, and Expenses, when so taxed, after allowing and deducting therefrom such Sum of Money as shall have been received from the *West*

How Costs
of Act to be
paid.

Baron Vivian's Estate Act, 1853.

Cornwall Railway Company in respect thereof, under their Agreement with the said *Charles Crespigny* Baron *Vivian*, shall be a Charge upon the Estates subject to the Uses and Trusts of the Will of the said *Richard Hussey* Baron *Vivian* deceased, the Testator, and be secured in such Manner as the said Court of Chancery shall from Time to Time, upon Petition in a summary Manner, order or direct.

Short Title. XXIX. In reciting this Act in other Acts of Parliament, or in legal Documents or Pleadings, it shall be sufficient to use the Expression "*Baron Vivian's Estate Act, 1853.*"

General Saving.

XXX. 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, and Administrators, (other than and except the said *Samuel Pepys Cockerell*, Sir *Richard Duckworth King*, *Charles Ranken*; *William Thomas Longbourne*, and *Charles Ranken Vickerman*, as such Trustees respectively as aforesaid, the said *Charles Crespigny* Baron *Vivian*, his Heirs, Executors, and Administrators, the said *Hussey Crespigny Vivian*, and the Heirs Male of his Body, and their respective Heirs, Executors, and Administrators, the said *John Brabazon Vivian*, and the Heirs Male of his Body, and their respective Heirs, Executors, and Administrators, the said *Charles Hussey Panton Vivian*, and the Heirs Male of his Body, and their respective Heirs, Executors, and Administrators, the said *Claude Hamilton Vivian*, and the Heirs Male of his Body, and their respective Heirs, Executors, and Administrators, the Fifth and every other Son of the said *Charles Crespigny* Baron *Vivian*, and the Heirs Male of their Bodies, and their respective Heirs, Executors, and Administrators, the said *John Cranch Walker Vivian*, his Executors and Administrators, and the First and other Sons of the said *John Cranch Walker Vivian*, and the Heirs Male of his or their Body or Bodies, and their respective Heirs, Executors, and Administrators, the said *Charlotte Eliza Arbuthnot*, her Heirs, Executors, and Administrators, the said *Arthur Arbuthnot*, and the Heirs Male of his Body, and their respective Heirs, Executors, and Administrators, the said *Charles Hussey Vivian Arbuthnot*, and the Heirs Male of his Body, and their respective Heirs, Executors, and Administrators, the Third and any other Sons of the said *Charlotte Eliza Arbuthnot*, and the Heirs Male of their Bodies, and their respective Heirs, Executors, and Administrators, the said *Jane Frances Ann Vivian*, her Heirs, Executors, and Administrators, the First and other Sons of the said *Jane Frances Ann Vivian*, and the Heirs Male of their Bodies, and their respective Heirs, Executors, and Administrators, and all and every other Persons or Person to whom any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in the said Schedule

Baron Vivian's Estate Act, 1853.

dule to this Act, and the said Diamonds, Household Furniture, Plate, and other Articles and Things herein-before vested in the said *Samuel Pepys Cockerell*, *Sir Richard Duckworth King*, and *Charles Ranken*, upon trust as aforesaid, or any of them, or any Part or Parts thereof respectively, shall have been limited, devised, or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Will of the said *Richard Hussey Baron Vivian* deceased,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Manors, Messuages, Lands, Tenements, and Hereditaments; Diamonds, Household Furniture, Plate, and Premises, or any of them, or any Part or Parts thereof, and of, in, to, or out of any other Lands, Tenements, and Hereditaments mentioned or referred to in this Act, as they, every or any of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been passed.

XXXI. And whereas the said *Letitia Dowager Lady Vivian* is now in *Ireland*, and her Consent to this Act has not been proved: And whereas great Inconvenience will arise if Power shall not be obtained under this Act to carry the Arrangements with the *West Cornwall Railway Company* into effect, and it is expedient therefore to pass the same, subject to the Power herein-after contained for the said *Letitia Dowager Lady Vivian* to give her Consent hereto after the passing of the same: Be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, be of any Effect as against the said *Letitia Dowager Lady Vivian* (or her infant Daughter the said *Lalage Letitia Caroline Vivian*), until the said *Letitia Dowager Lady Vivian* shall signify her Consent, and her Consent on behalf of the said *Lalage Letitia Caroline Vivian*, to this Act, by Writing under her Hand, attested by One or more credible Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years after the passing of this Act, and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Letitia Dowager Lady Vivian* and the said *Lalage Letitia Caroline Vivian* as if such Consent had been obtained and proved before the passing of this Act, and such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I Letitia Dowager Lady Vivian, on behalf of myself and my
 ‘ Daughter, Lalage Letitia Caroline Vivian, do hereby consent to
 ‘ an Act of Parliament passed in the Seventeenth Year of the Reign
 ‘ of Queen Victoria, called “Baron Vivian’s Estate Act, 1853.”
 ‘ Given under my Hand, the Day of in
 ‘ the Year of our Lord One thousand eight hundred and fifty-’

And

Act not to
 come into
 effect
 against the
 Dowager
 Lady Vivian
 and her
 infant
 Daughter
 until she
 has given
 her Con-
 sent.

Form of
 Consent.

Baron Vivian's Estate Act, 1853.

And after the said *Letitia Dowager Lady Vivian* shall have given such Consent as aforesaid, and the same shall have been enrolled, this Act shall have the same Effect as if the said *Letitia Dowager Lady Vivian*, her Executors, Administrators, and Assigns, and as if the said *Lalage Letitia Caroline Vivian*, her Heirs, Executors, and Administrators, and her First and other Sons, and the Heirs Male of their Bodies, and their Heirs, Executors, and Administrators, had been expressly named in and excepted from the Thirtieth Section of this Act: Provided always, and it is hereby declared, that, notwithstanding anything herein-before contained, the Consent of the said *Letitia Dowager Lady Vivian* to this Act on behalf of the said *Lalage Letitia Caroline Vivian* shall be of no Effect if the said *Lalage Letitia Caroline Vivian* shall attain the Age of Twenty-one Years, or marry, before such Consent shall have been given in manner aforesaid; but in either of such Cases it shall be lawful for the said *Lalage Letitia Caroline Vivian* alone, if she shall be unmarried, or for her and her Husband jointly if she shall be married, to signify her or their Consent to this Act by Writing under her or their Hand or Hands, attested by One or more credible Witness or Witnesses, so that such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years after the passing of this Act, and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Lalage Letitia Caroline Vivian* as if the Consent of the said *Letitia Dowager Lady Vivian* on behalf of the said *Lalage Letitia Caroline Vivian* had been obtained and proved before the passing of this Act; and such Consent of the said *Lalage Letitia Caroline Vivian* alone if she shall be unmarried, or of the said *Lalage Letitia Caroline Vivian* and her Husband jointly if she shall be married, may be given as nearly as may be in the Form or to the Effect of the Form herein-before prescribed for the Consent of the said *Letitia Dowager Lady Vivian*; and after the said *Lalage Letitia Caroline Vivian* alone if she shall be unmarried, or the said *Lalage Letitia Caroline Vivian* and her Husband jointly if she shall be married, shall have given such Consent as last aforesaid, and the same shall have been enrolled, this Act shall have the same Effect as if the said *Lalage Letitia Caroline Vivian*, and her Heirs, Executors, and Administrators, and the First and other Sons of the said *Lalage Letitia Caroline Vivian*, and the Heirs Male of their Bodies, and their respective Heirs, Executors, and Administrators, had been expressly named in and excepted from the Thirtieth Section of this Act.

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

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

The

Baron Vivian's Estate Act, 1853.

The SCHEDULE to which the foregoing Act refers.

PART I.

1st Column, containing the Particulars of the Premises.	2d Column, containing the Values of the Estates free from Incumbrances.	3d Column, containing the yearly and other Values of the Estates.	4th Column, containing the Rents received in respect of such Parts of the Estates as are let.	5th Column, containing the Values of the Testator's Interest in the respective Estates after deducting or making Allowance for the Incumbrances.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
<i>Glynn Estate.</i>				
In the Parishes of Cardinham and Saint Winnow in the County of Cornwall, consisting of a Capital Mansion House, Offices, Gardens, Pleasure Grounds, Lodges, Farms, and Lands, containing together -	A. R. P. - 1,271 . 0 5			
	Unlet.			
Mansion House, Gardens, and Pleasure Grounds -	21 5 1			
Glynn Farm, Buildings, and Lands -	297 3 25	592 12 11		
Hendra Farm -	119 1 8			
Lebal Fields -	59 1 1			
Grey Mare Downs -	144 0 1			
Glynn Mill Lands -	23 2 28	25 0 0	25 0 0	
Glynn Mill and Lands -	6 2 15		18 0 0	
Six Lodges to the Estate and Gardens -	1 2 38		20 1 0	
Sundry Cottages, Fencements, and Gardens -	1 2 20			
Woods, Plantations, Downs, Heaths, &c. -	560 3 11	7,360 0 0		
Rivers, Roads, &c. -	29 2 0			
		17,077 14 11		
		245 0 0		
			761 0 0	
			25 0 0	
			25 0 0	
			153 0 0	

Baron Vivian's Estate Act, 1853.

1st Column, containing the Particulars of the Premises.	2d Column, containing the Values of the Estates free from Incumbrances.	3d Column, containing the yearly and other Values of the Estates.	4th Column, containing the Rents received in respect of such Parts of the Estates as are let.	5th Column, containing the Values of the Testator's Interest in the respective Estates after deducting or making Allowance for the Incumbrances.
<i>Branston Estate.</i>				
In the Parish of Saint Winnow in the said County of Cornwall, containing to- gether	A. R. P. 225 2 24			£ s. d.
Let.				
Unlet.				
Farm House, &c., and Lands	100 2 34	54 5 0		
Two Cottages and Gardens	0 3 17		6 3 0	
Lodge, &c.	0 1 0	9 3 0	3 0 0	
		1,356 5 0	183 0 0	
			1,486 0 0	
<i>PART II.</i>				
<i>St. Winnow Estate.</i>				
In the Parish of Saint Winnow in the County of Cornwall, containing together	932 2 32			
Let.				
Unlet.				
The Manor of Saint Winnow High Rents		29 12 0	1 4 8	
The Barton of Saint Winnow Farm House and Lands	194 2 35		270 0 0	
Tregay's Farm	298 0 13		370 0 0	
Cottage and Garden	0 3 17			
Saint Winnow Mill, Garden, Orchard, and Meadow	4 0 38		26 0 0	
				17,994 4 7

Baron Vivian's Estate Act, 1853.

	A.	B.	P.	Let.	Unlet.																
House, &c. and Land called Cutbrawn	20	0	2	-	-	-	-	-	-	-	23	0	0								
Saint Winnow Garden	1	0	31	-	-	-	-	-	-	-	4	0	0								
Barn, Cottage, Garden, and Orchard	0	1	9	-	-	-	-	-	-	-	4	0	0								
Barn, Farm House, &c. and Lands	99	2	10	-	-	-	-	-	-	-	55	0	0								
Higher Trewither Farm House, &c., and Lands	29	3	12	-	-	-	20,116	11	9	743	6	2	38	0	0						
Lower Trewither House, &c., and Lands	22	2	16	-	-	-	-	-	-	-	-	-	32	0	0						
Let on Leases for Lives at Conventional Rents:																					
A Messuage and Lands called Tredethick	21	1	17	-	-	-	-	-	-	-	-	-	0	19	2						
Another ditto, also called Tredethick	52	2	15	-	-	-	-	-	-	-	-	-	2	1	10						
Hill House Tenement, House, &c., and Land	2	0	25	-	-	-	-	-	-	-	-	-	1	10	0						
Guild House Tenement, House, &c., and Lands	1	3	15	-	-	-	-	-	-	-	-	-	1	1	10						
Cottage and Garden	0	0	39	-	-	-	-	-	-	-	-	-	0	2	6						
Woods and Plantations													183	0	18	4,375	0	0	104	0	0
In the Parish of Kenwyn in the County of Cornwall, containing together													222	1	35						
Newham Estate and Manor.																					
Let.																					
House, &c., and Four Fields	25	3	25	-	-	-	-	-	-	-	-	-	55	0	0						
A Garden and Two Fields	2	2	34	-	-	-	-	-	-	-	-	-	12	0	0						
Two Fields	2	0	32	-	-	-	-	-	-	-	-	-	6	0	0						
Four Fields	12	3	6	-	-	-	-	-	-	-	-	-	41	0	0						
A Garden and Three Fields	4	2	14	-	-	-	-	-	-	-	-	-	20	0	0						
Newham House, Gardens, &c.	13	0	24	-	-	-	-	-	-	-	-	-	113	0	0						
Four Fields	3	3	5	-	-	-	-	-	-	-	-	-	25	10	0						
A Garden, Buildings, and Fields	6	2	6	-	-	-	-	-	-	-	-	-	20	0	0						
Three Fields	4	0	34	-	-	-	-	-	-	-	-	-	18	0	0						

Baron Vivian's Estate Act, 1853.

1st Column, containing the Particulars of the Premises:	A. R. P.	Unlet.	A. R. P.	2d Column, containing the Values of the Estates free from Incumbrances.	3d Column, containing the yearly and other Values of the Estates.	4th Column, containing the Rents received in respect of such Parts of the Estates as are let.	5th Column, containing the Values of the Tes- tator's Interest in the respective Estates after de- ducting or making Allowance for the Incumbrances.
				£ s. d.	£ s. d.	£ s. d.	£ s. d.
Let.							
A Garden and Field -	1 1 33	-	-	-	-	13 0 0	0 0 0
A Garden and Three Fields -	2 3 28	-	-	-	-	21 16 0	0 0 0
Two Fields -	4 1 6	-	-	-	-	12 0 0	0 0 0
Three Gardens and Four Fields	4 0 4	-	-	-	-	14 0 0	0 0 0
Two Fields -	2 1 25	-	-	5,804 0 11	195 17 6	10 0 0	0 0 0
A Barn-Yard, Garden, and 8 Fields	26 1 3	-	-	-	-	50 0 0	0 0 0
A Garden and Field -	1 2 26	-	-	-	-	10 10 0	0 0 0
Three Fields -	4 3 25	-	-	-	-	20 0 0	0 0 0
Three Fields -	11 3 20	-	-	-	-	34 0 0	0 0 0
A Garden and Two Fields -	2 2 24	-	-	-	-	12 0 0	0 0 0
A Farm House, &c., and Lands	30 0 31	-	-	-	-	57 0 0	0 0 0
One Field -	3 2 23	-	-	-	-	7 0 0	0 0 0
A Timber Pound -	-	-	-	-	-	8 8 0	0 0 0
A Water Course -	-	-	-	-	-	10 0 0	0 0 0
Let on Leases for Lives at Conventiory Rents :							
Copper Ore Wharf, Stable, Coal Yard, Buildings, and Fields, &c., called Lower Newham -	46 1 0	-	-	-	-	1 8 4	8 8 4
House and Garden in Vivian Terrace	0 0 29	-	-	-	-	2 8 8	0 0 8
Ditto -	0 0 13	-	-	-	-	1 3 0	0 0 0
Ditto -	0 0 28	-	-	-	-	2 7 6	0 0 6
Ditto -	0 0 28	-	-	-	-	2 7 6	0 0 6
Ditto -	0 0 22	-	-	-	-	1 15 6	0 0 6

Baron Vivian's Estate Act, 1853.

<i>Triggs or Island Park.</i>									
In the Parish of Saint Winnow, consisting of a Barn and Lands, containing (let)	14 1 39	350 0 0	14 0 0	14 0 0	14 0 0	350 0 0	14 0 0	14 0 0	350 0 0
<i>Cardinham Lodge Estate.</i>									
In the said Parish of Saint Winnow, consisting of a Farm House, Offices, Gardens, Yards, Orchards, and Lands, containing together	389 1 0								
And Three Fourths of a Tenement called Tanna Mill, containing	40 3 37								
Unlet.									
Farm House, &c., and Lands	246 0 27	2,235 18 9	89 8 9						
Roads, &c.	2 3 34	973 2 4							
Callabarrett Wood	93 2 6	60 0 0	3 0 0						
Callabarrett Cottage and Garden	0 0 23								
Meagher's Tenement, consisting of a Cottage and Garden, Orchards and Lands	9 1 21	179 0 0	8 0 0						
Let on Lease for Lives, at Conventional Rents:									
Kitt's Tenement, consisting of a Homestead and Land	37 0 9	127 10 0	3 0 0						
Three Fourths of Tanna Mill Tenement, consisting of a House, Outbuildings, Garden, and Lands	40 3 37	173 11 8	0 1 10½						
<i>Le Mar.</i>									
In the said Parish of Cardinham, containing together	104 2 6								
Unlet.									
Cottage and Garden	0 0 14	60 0 0	3 0 0						
Orchard and Lands	104 13 2	700 0 0	28 0 0						

[Private.]

Baron Vivian's Estate Act, 1853.

1st Column, containing the Particulars of the Premises.	2d Column, containing the Values of the Estates free from Incumbrances.	3d Column, containing the yearly and other Values of the Estates.	4th Column, containing the Rents received in respect of such Parts of the Estates as are let.	5th Column, containing the Values of the Testator's Interest in the respective Estates after deducting or making Allowance for the Incumbrances.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
<i>Bofindle or Great Bofindle.</i>				
In the Parish of Warleggan in the County of Cornwall, consisting of Houses, a Homestead, Cottages, and Lands, containing together -				
And 16-28th Parts of Aldwinkle Common in the said Parish, containing -				
A. R. P.				
61 0 14				
18 2 22				
Unlet.				
Homestead and Garden, Orchard and Land	1,215 0 0	48 12 0	54 0 0	
And the Rights in respect of the said Common.				
Let on Leases for Lives at Conventiõary Rents:				
Cottage and Garden -			0 10 0	
House, Yard, and Garden -			1 10 0	
House and Garden, and Smith's Shop	75 9 0	2 13 0	0 13 0	
A House and Garden				686 7 0
Carne.				
In the said Parish of Warleggan, consisting of a Farm House, Yards, Outbuildings, Garden, and Land, and a Coppice, containing together -				
A. R. P.				
53 0 10				
Unlet.				
Farm House and Land	886 15 3		42 0 0	
Coppice				
8 3 10				
The whole during the Life of Elizabeth Lander, Widow, aged Seventy-five, or thereabouts, being subject to the Payment of Forty-two Pounds per Annum.				

Baron Vivian's Estate Act, 1853.

1st Column, containing the Particulars of the Premises.	2d Column, containing the Values of the Estates free from Incumbrances.	3d Column, containing the yearly and other Values of the Estates.	4th Column, containing the Rents received in respect of such Parts of the Estates as are let.	5th Column, containing the Values of the Testator's Interest in the respective Estates after deducting or making Allowance for the Incumbrances.
<p align="center"><i>The Manors or reputed Manors of Cardinham and Newland Preeze.</i></p> <p align="center">A. R. P.</p>				
Consisting of various Messuages and Hereditaments in the said Parish of Cardinham, containing together				
With the Downs, Moors, Commons, and Wastes, Parcel of the Manor.				
Also Three Fourths of a Tenement and Lands called Higher Tresance, containing				
And Seven Eighths of a Tenement and Lands called Inner Berry, containing				
	1,517 14 11	3 19 '94	3 19 9¼	1,517 14 11
Unlet.				
<p>Let on Leases for Lives at Conventional Rents :</p>				
Three Fourths of Tresance, Seven Eighths of Inner Berry, and various other Messuages, Tenements, and Lands, containing	40 0 6			
Unlet.				
<p>Let at Rack Rent :</p>				
Shecomb Tenement, consisting of a House, Garden, and Land	2 1 19			
Horstock Down		181 1 25		
Race Course, Down, Roads, &c.		542 1 10		
Slee Down, Roads, &c.		210 0 5		
Commons, Moors, and Wastes		1,478 0 1		
High Rents			1 19 8½	
Stone Dues			3 0 0	
Tin Dues			1 10 0	
Manor of Newland Preeze	125 0 0	8 5 4		125 0 0
High Rents			1 15 7½	

Baron Vivian's Estate Act, 1853.

The Manor or reputed Manor of Warleggan and the Trengoffe Estate.

Situate in the said Parish of Warleggan and in the Parish of Saint Neot in the County of Cornwall, consisting of a Farm House, Outbuildings, Homestead, Gardens, a Cottage, and Lands, containing together 503 1 38
And a Moiety of Warleggan Down, containing 77 3 30
And a Moiety of Red Hill Moors, containing 229 2 22
[Both in the said Parishes or One of them.]

	Let.	A.	R.	P.	Unlet.	A.	R.	P.	
High Rents	-	-	-	-	-	76	10	0	5 16 6
Tin Dues	-	-	-	-	-	-	-	-	0 16 6
Eight 28th Parts of Aldwinkle Common, let with Great Bofindle	-	-	-	-	-	-	-	-	5 0 0
Trengoffe Farm House, &c., and Lands	135	2	23	-	-	150	0	0	-
And a Cottage and Pasture Land called Meneridden	224	0	0	-	-	3,667	10	0	163 0 0
Little Bofindle, consisting of a Homestead, Garden, Orchard, and Lands	11	3	18	-	-	450	0	0	20 0 0
The Moiety of Warleggan Down let with Trengoffe Farm, containing	77	3	30	-	-	4,324	0	0	213 1 7
A Moiety of Red Hill Moors, containing	229	2	2	-	Trengoffe Woods	300	0	0	-
									-
						865	12	6	18 12 6
						488	15	0	19 11 0
									22 0 0
									865 12 6
									488 15 0

Coosebean.

In the said Parish of Kenwyn, consisting of a Paper Mill, Dwelling House, Garden, and Closes of Land, containing together 8 2 11

Lands at Kenwyn Cross.

In the Parish of Kenwyn, consisting of Two Fields, containing - 3 0 31

Baron Vivian's Estate Act, 1853.

1st Column, containing the Particulars of the Premises.	2d Column, containing the Values of the Estates free from Incumbrances.	3d Column, containing the yearly and other Values of the Estates.	4th Column, containing the Rents received in respect of such Parts of the Estates as are let.	5th Column containing the Values of the Tes- tator's Interest in the respective Estates after de- ducting or making Allowance for the Incumbrances.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
<p style="text-align: center;"><i>Land in Plymton Saint Mary.</i></p> <p>In the Parish of Plymton St. Mary in the County of Devon, consisting of a Close of Land called Wheatonlake, containing</p> <p style="text-align: right;">A. R. P. 2 1 11</p> <p>In Plymton Maurice in the said County of Devon, consist- ing of a House and Garden, subject to the Life-Interest of Vir- ginia Jackson Clyff, Spinster, aged 67 or thereabouts</p>	<p style="text-align: right;">255 0 0</p> <p style="text-align: right;">81 10 0</p> <p style="text-align: right;">£ 81,352 8 6</p>	<p style="text-align: right;">8 0 0</p> <p style="text-align: right;">7 10 0</p> <p style="text-align: right;">2,581 5 9$\frac{3}{4}$</p>	<p style="text-align: right;">8 0 0</p> <p style="text-align: right;">-</p> <p style="text-align: right;">-</p>	<p style="text-align: right;">255 0 0</p> <p style="text-align: right;">81 10 0</p> <p style="text-align: right;">25,584 8 6</p>

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's Most Excellent Majesty. 1853.