



ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 10.

An Act for enabling Trustees to raise Money on Mortgage of the *Hemsworth* Estates in the Counties of *Suffolk* and *Norfolk*, and for giving Powers of Sale and Exchange over the same Estates. [6th August 1861.]

WHEREAS by an Indenture of Release, dated the Twenty-second Day of *October* One thousand eight hundred and thirty-six, grounded on a Lease for a Year, and made between *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife of the First Part, *Henry William Hemsworth*, the eldest Son of the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, of the Second Part, *John Campbell* and *William Norris* of the Third Part, and *James Gay* and *Henry Dover* of the Fourth Part, all and every the Freehold Manors, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, Tithes, and other Hereditaments situate in the Counties of *Norfolk* and *Suffolk* or elsewhere in *Great Britain*, which were devised by or had become subject to the Limitations of the Will of *John Barker* deceased, other than and except the Advowson of the Rectory or Parish Church of *Bacton* in the County of *Suffolk*, and

Indenture of Release, dated 22d Oct. 1836.

[Private.]

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the Right of Patronage and Presentation of and to the Perpetual Curacy of *Thompson* in the County of *Norfolk*, and other than and except certain Hereditaments situate in *Bacton, Wetheringsett, Earl Stonham*, and *Occold* in the County of *Suffolk*, and particularly described in the Schedule to the Indenture now in recital, were (subject nevertheless, as to Part of such Hereditaments, to a Term of One thousand Years then vested in *David William Gregorie* and *Edward Gregory* by way of Mortgage, for securing to them, their Executors, Administrators, and Assigns, a Principal Sum of Nine thousand eight hundred Pounds, with Interest thereon at the Rate of Four Pounds *per Centum per Annum*,) limited to the Use of the said *James Gay* and *Henry Dover*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years thence next ensuing, without Impeachment of Waste, upon trust, among other Trusts, to raise the Sum of One thousand Pounds as therein mentioned, and, subject thereto, to such Uses as the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, and *Henry William Hemsworth*, should in manner therein mentioned jointly appoint; and in default of any such Appointment, to such Uses as the Survivor of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, and the said *Henry William Hemsworth*, after the Decease of such One of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, as should first die, should jointly appoint; and in default of and until any such Appointment, to certain Uses therein limited, to take effect and endure during the joint Lives of the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, and the Life of the Survivor of them; with Remainder to the Use of the said *Henry William Hemsworth* and his Assigns during his Life, without Impeachment of Waste, with a Limitation to the Use of the said *John Campbell* and *William Norris*, and their Heirs, during the Life of the said *Henry William Hemsworth*, upon trust to support the contingent Uses therein-after limited; with Remainder to the Use of the first and every other Son of the said *Henry William Hemsworth* successively according to Seniority, in Tail Male, with Remainder to the Use of the first and every other Son of the said *Henry William Hemsworth* successively, according to Seniority, in Tail General, with Remainder to the Use of the first and every other Daughter of the said *Henry William Hemsworth* successively, according to Seniority, in Tail General, with Remainder to the Use of *Augustus Barker Hemsworth*, the second and only other Son of the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, during his Life, without Impeachment of Waste, with a Limitation to the Use of the said *John Campbell* and *William Norris* and their Heirs, during the Life of the said *Augustus Barker Hemsworth*, upon trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the first and every other Son of the said *Augustus Barker Hemsworth* successively, according to

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to Seniority, in Tail Male, with Remainder to such Uses, and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, to or for the Benefit of the Children of the said *Jane Maria Hemsworth* (other than the said *Henry William Hemsworth*), or any of such Children, and their or any of their Issue, or to or for the Benefit of such Children or any of them exclusively, or of their or any of their Issue exclusively, as the said *Henry William Hemsworth* should in manner therein mentioned appoint, and in default of such Appointment to the Use of the said *Augustus Barker Hemsworth* and the Heirs of his Body, with Remainder to the Use of the right Heirs of the said *Jane Maria Hemsworth*; and by the Indenture now in recital a Power is given to every Person who, under the Limitations therein contained, should be entitled to the First Estate of Freehold in the Estates thereby settled, if of the Age of Twenty-one Years, and for the said *John Campbell* and *William Norris*, and the Survivor of them, his Executors or Administrators, during the Minority of any such Person, to lease any Part of the said Estates thereby settled in manner therein mentioned; and by the Indenture now in recital the said *Henry d'Esterre Hemsworth* and *Henry William Hemsworth* covenanted with the said *John Campbell* and *William Norris*, their Executors, Administrators, and Assigns, to surrender all such of the Hereditaments subject to the Limitations of the said Will of the said *John Barker* as were of Copyhold Tenure to the Uses therein-after mentioned; that is to say, as to such of the same Copyhold Hereditaments as were situate in the aforesaid Parishes of *Bacton*, *Wetheringsett*, *Earl Stonham*, and *Occold*, with their Appurtenances, to the Use of the said *Henry William Hemsworth*, his Heirs and Assigns, and as to the Residue of the same Copyhold Hereditaments to such Uses, upon such Trusts, and with such Powers as were therein-before declared and contained concerning the Freehold Hereditaments not comprised in the said Schedule to the Indenture now in recital, or as near thereto as the Nature of Tenure and other Circumstances would admit, to be held of the several Manors whereof the same were then holden, according to the Customs thereof respectively, by and under the Rents and Services therefore due and of right accustomed: And whereas by an Indenture, dated the 13th Day of *January* 1837, and made between the said *James Gay* and *Henry Dover* of the First Part, the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife and *Henry William Hemsworth* of the Second Part, the said *David William Gregorie* and *Edward Gregory* of the Third Part, and *George Frere* of the Fourth Part, in consideration of the Sum of One thousand Pounds paid by the said *David William Gregorie* and *Edward Gregory*, as therein mentioned, being the Sum of that Amount raiseable under the Trusts of the said Term of Five hundred Years, and also in consideration of the further Sum of One hundred Pounds also paid

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dated
13th Jan.
1837.

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paid by them as therein mentioned, which further Sum the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, and *Henry William Hemsworth*, were desirous should be raised, they the said *James Gay* and *Henry Dover* assigned, and the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, and *Henry William Hemsworth*, in exercise of the joint Power reserved to them by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, appointed unto the said *George Frere*, his Executors, Administrators, and Assigns, all the Hereditaments comprised in the said Term of Five hundred Years, to hold the same unto the said *George Frere*, his Executors, Administrators, and Assigns, for the Residue of the said Term, for the Purpose of securing to the said *David William Gregorie* and *Edward Gregory*, their Executors, Administrators, and Assigns, the Payment of the Sum of One thousand one hundred Pounds, with Interest thereon at the Rate of Five Pounds *per Centum per Annum*, at the Time therein mentioned and long since passed: And whereas the said Mortgage Debt of Nine thousand eight hundred Pounds, and the Security for the same Principal Sum and the Interest thereof, are now vested in *John Fortescue Brickdale* and *William James Maxwell*; and the said Mortgage Debt of One thousand one hundred Pounds is now vested in the same Two Persons; and the said Term of Five hundred Years, the aforesaid Security for the same Principal Sum and the Interest thereof, is now vested in *Matthew Inglett Brickdale* as a Trustee for the same Two Persons: And whereas on the Sixteenth Day of *March* One thousand eight hundred and forty-four a Fiat in Bankruptcy was duly issued against the said *Henry William Hemsworth*, under which he was duly adjudged and found a Bankrupt; and the said *Henry William Hemsworth* duly obtained his Certificate under the said Bankruptcy: And whereas, at the Time of the Date and Execution of the Indenture next herein-after recited, *Josiah Tibbs* and *Joseph Underwood* were the Creditors Assignees duly chosen, and *Patrick Johnson* was the Official Assignee duly appointed under the said Bankruptcy: And whereas by an Indenture, dated the Ninth Day of *August* One thousand eight hundred and forty-eight, and made between the said *Josiah Tibbs* and *Joseph Underwood* of the First Part, the said *Patrick Johnson* of the Second Part, and the said *John Campbell* and *Samuel Frederick Bignold* and *Bartle John Laurie Frere* of the Third Part, after reciting in part to the Purport and Effect herein-before recited, and also after reciting that the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife were then still living, and that no Surrender had been made of the said Copyhold Hereditaments, in pursuance of the Covenant in that Behalf contained in the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, it was witnessed that, in consideration of the Sum of Nine thousand three hundred and forty Pounds therein expressed

Indenture,
dated
9th August
1848.

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expressed to be paid by the said *John Campbell, Samuel Frederick Bignold, and Bartle John Laurie Frere* for the Purchase of the Life Estate in Remainder of the said *Henry William Hemsworth* in the aforesaid Settled Estates, they the said *Josiah Tibbs, Joseph Underwood, and Patrick Johnson* granted and conveyed unto the said *John Campbell, Samuel Frederick Bignold, and Bartle John Laurie Frere*, and their Heirs, all such of the several Manors, Messuages, Farms, Lands, Tenements, Lay Rectory of *Thompson*, Tithes, Rent-charges in lieu of Tithes, and Hereditaments, situate in the said Counties of *Norfolk* and *Suffolk*, comprised in the Schedule annexed to the Indenture now in recital, as were of Freehold Tenure, and as were comprised in the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, and thereby limited (in default of and until such Appointment as aforesaid) to the Use of the said *Henry William Hemsworth* and his Assigns, during his Life, in remainder immediately expectant on the several Deceases of the said *Jane Maria Hemsworth* and *Henry d'Esterre Hemsworth* as aforesaid, together with the Appurtenances, saving always out of the Grant and Conveyance made by the Indenture now in recital all such Estate, Right, and Interest, if any, as might be then vested in them the said *Josiah Tibbs, Joseph Underwood, and Patrick Johnson*, or any or either of them, or to which they, or any or either of them, might become entitled as such Assignees as aforesaid, of and in the Hereditaments thereby granted and conveyed in remainder expectant on the Death of the said *Henry William Hemsworth*, to hold the same (but nevertheless, as to such Parts thereof as were respectively subject thereto, subject to the said Mortgage Debts of Nine thousand eight hundred Pounds and One thousand one hundred Pounds and the Interest thereof, and the aforesaid Securities for the same,) unto and to the Use of the said *John Campbell, Samuel Frederick Bignold, and Bartle John Laurie Frere*, their Heirs and Assigns, as Joint Tenants, during the natural Life of the said *Henry William Hemsworth*, in remainder immediately expectant on the several Deceases of the said *Jane Maria Hemsworth* and *Henry d'Esterre Hemsworth*, without Impeachment of Waste; and by the Indenture now in recital it was further witnessed, that for the Consideration therein-before expressed they the said *Josiah Tibbs, Joseph Underwood, and Patrick Johnson* bargained, sold, and assigned unto the said *John Campbell, Samuel Frederick Bignold, and Bartle John Laurie Frere*, their Heirs and Assigns, all such of the Hereditaments in the Counties of *Norfolk* and *Suffolk*, comprised in the Schedule to the Indenture now in recital as were of Customary or Copyhold Tenure, and as were by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, covenanted to be surrendered to Uses corresponding with the Uses thereby limited concerning the said Freehold Hereditaments thereby limited in strict

[Private.]

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Settlement,

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Settlement, with the Appurtenances, (saving always and except out of the Assignment made by the Indenture now in recital all such Estate, Right, Title, and Interest (if any) as might be then vested in the said *Josiah Tibbs*, *Joseph Underwood*, and *Patrick Johnson*, or any or either of them, or to which they or any or either of them might become entitled as such Assignees as aforesaid, in the Copyhold Hereditaments thereby assigned in remainder expectant on the Death of the said *Henry William Hemsworth*,) to hold the same unto and to the Use of the said *John Campbell*, *Samuel Frederick Bignold*, and *Bartle John Laurie Frere*, their Heirs and Assigns, as Joint Tenants during the natural Life of the said *Henry William Hemsworth*, in remainder immediately expectant on the several Deceases of the said *Jane Maria Hemsworth* and *Henry d'Esterre Hemsworth*, without Impeachment of Waste, so far as the Tenure of the same Hereditaments would permit: And whereas by an Indenture, bearing even Date with but executed after the Execution of the Indenture lastly herein-before recited, and made between the said *John Campbell*, *Samuel Frederick Bignold*, and *Bartle John Laurie Frere*, of the one Part, and the said *Henry d'Esterre Hemsworth* of the other Part, which Indenture, now in recital, is herein-after referred to as the Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, after reciting, among other things, to the Effect herein-before recited, and also after reciting that the said Sum of Nine thousand three hundred and forty Pounds paid, as in the last-recited Indenture mentioned, was the Money of and was advanced by the said *Henry d'Esterre Hemsworth*, the said Life Estate in remainder of the said *Henry William Hemsworth* in the said Settled Estates having been purchased by the said *John Campbell*, *Samuel Frederick Bignold*, and *Bartle John Laurie Frere*, in trust for the said *Henry d'Esterre Hemsworth*, and also after reciting that the said *Henry d'Esterre Hemsworth* had at various Times paid to or for the Use of the said *Henry William Hemsworth* large Sums of Money, in respect whereof a considerable Sum still remained due to the said *Henry d'Esterre Hemsworth*, it was witnessed that it was thereby agreed and declared, and more particularly he the said *Henry d'Esterre Hemsworth* did thereby agree, declare, and direct, that the said *John Campbell*, *Samuel Frederick Bignold*, and *Bartle John Laurie Frere*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should, in case the said *Henry William Hemsworth* should survive both of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, from and after the Decease of the Survivor of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, and during the then Remainder of the natural Life of the said *Henry William Hemsworth*, stand seised and possessed of all the said Freehold and Copyhold Estates respectively conveyed and assigned by the said last herein-before recited Indenture, upon such

Trusts

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Trusts as the said *Henry d'Esterre Hemsworth* should from Time to Time, or at any Time, by any Deed or Deeds, or by his last Will or any Codicil or Codicils thereto, direct or appoint; and in default of and subject to any such Direction or Appointment, upon trust that the Trustees or Trustee for the Time being of the Indenture now in recital should from Time to Time during the then Remainder of the natural Life of the said *Henry William Hemsworth*, and in such Manner as they or he should think proper, manage the same Freehold and Copyhold Estates, and let the same, or any Part or Parts thereof, either from Year to Year, or for any greater Number of Years, and fell and sell any Timber or Underwood growing thereon which the said Trustees or Trustee should have the Power to fell and sell, in respect of the Estate then vested in them or him in possession for the Life of the said *Henry William Hemsworth*; and upon further trust that the said Trustees or Trustee for the Time being should from Time to Time, by and out of the Rents and Profits of the said Freehold and Copyhold Hereditaments, and the Monies to be produced by the Sale of such Timber and Underwood as aforesaid, in the first place pay and discharge all the Costs, Charges, and Expenses attending the keeping in repair all or any of the Buildings on the said Freehold and Copyhold Estates, and insuring any of the Buildings against Loss or Damage by Fire, if such Trustees or Trustee should think fit to insure the same or any of them, and also the Costs, Charges, and Expenses of rebuilding any of the Buildings on the said Estates or erecting new Buildings thereon, if such Trustees or Trustee should think fit so to rebuild or so to erect such new Buildings thereon, and also the Costs, Charges, and Expenses of keeping up the Mansion House of *Shropham Hall*, and the Outbuildings, Gardens, and Pleasure Grounds occupied therewith, and all the Salaries and Wages of all Stewards, Agents, Collectors, Servants, Workmen, and others who should be hired and employed by such Trustees or Trustee, and also all such other Costs, Charges, and Expenses whatsoever which should be incurred by such Trustees or Trustee in or about the Execution of the Trusts or Powers of the Indenture now in recital; and, subject to and after full Performance of the Trusts aforesaid, upon further trust that the Trustees or Trustee for the Time being should (subject nevertheless to the Proviso therein-after contained), in the next place, out of the Rents, Issues, and Profits of the said Freehold and Copyhold Estates, and the Monies to be produced from the Sale of such Timber and Underwood as aforesaid, yearly and every Year until the said Sum of Nine thousand three hundred and forty Pounds so paid as aforesaid for the Purchase of the said reversionary Life Interest, and all the Costs, Charges, and Expenses attending the Completion of the said Purchase, and also all Sums of Money so advanced by the said *Henry d'Esterre Hemsworth*, and then due to him as aforesaid, should be repaid, together with all such Interest thereon as therein-
after

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after mentioned, by the Means therein-after mentioned, pay unto the said *Henry William Hemsworth*, if he should so long live, the clear yearly Sum of Five hundred Pounds, the First Payment to begin and be made at the End of Six Calendar Months next after the Decease of the Survivor of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, such yearly Sum of Five hundred Pounds nevertheless being subject to the Proviso therein-after contained for the Non-existence or Determination of the said Trust for the Payment thereof to the said *Henry William Hemsworth*, and for the Application of the said yearly Sum in that Event during the then Continuance of the same yearly Sum in manner therein-after mentioned; and, subject and without Prejudice to the Trusts aforesaid, upon further trust that the Trustees or Trustee for the Time being should, in the next place, from Time to Time pay and apply the clear Residue of the Rents, Issues, and Profits of the said Freehold and Copyhold Estates, and of the Monies to be produced from the Sale of such Timber and Underwood as aforesaid, in or towards the gradual Liquidation and Discharge unto the Executors or Administrators of the said *Henry d'Esterre Hemsworth* of the said Sum of Nine thousand three hundred and forty Pounds, and also of all such Costs and Charges as aforesaid, and of the Sum and Sums of Money so advanced by and then due to him as aforesaid, together with Interest on all such several Sums, or so much thereof as should from Time to Time remain due, after the Rate of Four Pounds *per Centum per Annum*, such Interest to commence and be computed from the Day of the Decease of the Survivor of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, until the whole of the said several Sums of Money and all such Interest thereon should be fully paid and satisfied, or the said *Henry William Hemsworth* should previously die; provided nevertheless, that no Sum less in Amount than the Sum of Five hundred Pounds should at any Time be paid in part Discharge of the said Principal Sum and Sums of Money under the Trust last aforesaid; and from and after full Payment and Satisfaction of all the several Sums of Money and all such Interest thereon, upon further trust that the Trustees or Trustee for the Time being should (subject nevertheless to the Proviso therein-after contained, and next therein-after referred to,) in the next place, (but nevertheless subject and without Prejudice to the Trusts therein-before declared for defraying all such Costs, Charges, and Expenses, Salaries and Wages, as aforesaid,) by, with, and out of the Rents, Issues, and Profits of the said Freehold and Copyhold Estates, and the Monies to be produced from the Sale of such Timber and Underwood as aforesaid, yearly and every Year, until the said Mortgage Debts of Nine thousand eight hundred Pounds and One thousand one hundred Pounds should be paid off by the Means therein-after mentioned, pay unto the said *Henry William Hemsworth*, if he should so long live, the clear yearly Sum of Two thousand Pounds, the First Payment to begin and be made at the End of Six Calendar Months next after the whole

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whole of the said Sum of Nine thousand three hundred and forty Pounds, and the Costs and Charges attending the Purchase of the said reversionary Life Interest, and the Sum and Sums so advanced by and then due to the said *Henry d'Esterre Hemsworth* as aforesaid, and all Interest thereon, should have been fully paid and discharged as aforesaid, such yearly Sum of Two thousand Pounds nevertheless being subject to the Proviso therein-after contained for the Non-existence or Determination of the said Trust for the Payment thereof to the said *Henry William Hemsworth*, and for the Application of the same yearly Sum in that event, during the then Continuance of the same yearly Sum, in the Manner therein-after mentioned; and, subject and without Prejudice to all the Trusts aforesaid; upon further trust that the Trustees or Trustee for the Time being should, in the next place, from Time to Time accumulate at Compound Interest and invest the clear Residue of the Rents, Issues, and Profits of the said Freehold and Copyhold Estates, and of the Monies to be produced from the Sale of such Timber and Underwood as aforesaid, and the annual Income of such Accumulations, until by means of such Trust for Accumulation and Investment a Fund might be formed sufficient to discharge the said Two Mortgage Debts of Nine thousand eight hundred Pounds and One thousand one hundred Pounds, or until the said *Henry William Hemsworth* should previously die, and upon further trust to pay and apply the Fund so accumulated in or towards Payment and Discharge of the said Mortgage Debts of Nine thousand eight hundred Pounds and One thousand one hundred Pounds, or of so much of the same Debts as such Fund ultimately accumulated might be sufficient to pay and satisfy, and in such Order and Priority as the Trustees or Trustee for the Time being should think fit, and such Payment and Discharge, either in part or in whole, as the Case might be, of the same Mortgage Debts or either of them, should be for the Benefit of all Persons entitled in succession to the said Settled Estates then subject to the same Debts respectively, or the Rents, Issues, and Profits thereof, under the Limitations, Trusts, and Covenants of the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, and under the Indenture now in recital; and from and after full Payment and Satisfaction of the said Two Mortgage Debts of Nine thousand eight hundred Pounds and One thousand one hundred Pounds, upon further trust that the Trustees or Trustee for the Time being should (subject nevertheless to the Proviso therein-after contained, and next therein-after referred to,) in the next place, (but nevertheless subject and without Prejudice to the Trusts therein-before declared for defraying all such Costs, Charges, and Expenses, Salaries and Wages, as aforesaid,) pay the Rents, Issues, and Profits of the said Freehold and Copyhold Estates, and the Monies to be produced from the Sale of such Timber and Underwood as aforesaid,

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said,

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said, unto the said *Henry William Hemsworth* during his natural Life, but nevertheless subject to the Proviso therein-after contained for the Non-existence or Determination of the Trust lastly therein-before declared as aforesaid, and for the Application of such Rents, Issues, and Profits, and Monies, in that event, during the then Remainder of the natural Life of the said *Henry William Hemsworth*, in the Manner therein-after mentioned; provided nevertheless, and it was thereby agreed and declared, that in case the said *Henry William Hemsworth* should at any Time thereafter be again found and duly declared a Bankrupt, or seek Relief under or take the Benefit of any Act or Acts of Parliament made and then in force or thereafter to be made for the Relief and Discharge of Insolvent Debtors, or should, in consequence of having then already sought any such Relief, be unable to acquire future Property free from the Claim of the Assignee or Assignees under such Insolvency to such future Property; or should enter into and execute any Deed or Deeds of Composition with his Creditors, or should do or should have then already done any Act, Deed, Matter, or Thing whatsoever, either voluntary or involuntary, whereby or by means whereof all or any or either of the several successive Provisions therein-before made under the Trusts of the Indenture now in recital for the said *Henry William Hemsworth*, or any Part or Parts thereof respectively, should be assigned, charged, incumbered, or otherwise disposed of by way of Anticipation to or in favour of any Person or Persons whomsoever, so as to deprive the said *Henry William Hemsworth* of the personal Receipt and Enjoyment thereof, then and in any of the said Cases, and immediately thenceforth, the Trusts therein-before declared for the Payment of all such Provisions respectively to the said *Henry William Hemsworth* should cease and determine; and it was thereby agreed and declared that the Trustees or Trustee for the Time being should thenceforth, during the Continuance of each such Provision for the said *Henry William Hemsworth*, as the same should from Time to Time under the Trusts of the Indenture now in recital take effect in possession, and would, but for the Proviso and Declaration now in recital, have been payable to him as aforesaid, pay and apply the same in manner following; that is to say, in case at any Time or Times during the Continuance of any such Provision there should be living any Wife or Issue, or both, of the said *Henry William Hemsworth*, then and in every such Case such Trustees or Trustee should, during the Continuance of each such Provision, if such Wife or Issue, or either or any of them, should so long live, pay and apply each such Provision as the same should, under the Trusts of the Indenture now in recital, successively arise and take effect in possession, unto such Person or Persons, for such Intents and Purposes, and in such Manner, for the Use or Benefit of each such Wife and such Issue, or for the Use or Benefit of each such Wife wholly, or any One or more of them such

Wife

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Wife and Issue, in exclusion of any other or others of them, as such Trustees or Trustee for the Time being should in their or his Discretion from Time to Time think proper, and should order, direct, or appoint, but so nevertheless that all Payments made under the Declaration now in recital for the Use or Benefit of any such Wife should be for her separate Use and Benefit, free from the Debts, Power, or Control of the said *Henry William Hemsworth*, but in case at any Time or Times during the Continuance of any such Provision there should not be living any Wife or Issue of the said *Henry William Hemsworth*, then and in every such Case such Trustees or Trustee for the Time being as aforesaid should, in their or his uncontrolled Discretion, and without being answerable or accountable for the Exercise of such Discretion, during the Continuance of each such Provision, or until there should be such Wife or Issue existing, either from Time to Time pay and apply the whole or any Part or Parts of each such Provision as the same should, under the Trusts of the Indenture now in recital, successively arise and take effect in possession, for the personal Maintenance and Clothing of the said *Henry William Hemsworth* only, but not so as to entitle him to any Claim under the discretionary Trusts now in recital, or should from Time to Time pay the whole or any Part or Parts of such Provision unto the Person or Persons for the Time being entitled under the Limitations, Trusts, and Covenants of the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six to the said Freehold and Copyhold Estates in Remainder immediately expectant upon the Decease and Failure of Issue of the said *Henry William Hemsworth*, and if there should be more than One such Person then equally between or among such Persons, Share and Share alike, as Tenants in Common: And whereas the said *Henry d'Esterre Hemsworth* duly made and executed his last Will and Testament in Writing, dated the Eleventh Day of *December* One thousand eight hundred and forty-seven, and thereby appointed the said *Jane Maria Hemsworth* his Wife and the said *Augustus Barker Hemsworth* Executrix and Executor of his said Will: And whereas the said *Henry d'Esterre Hemsworth* afterwards duly made a Codicil to his said Will, dated the Sixth Day of *April* One thousand eight hundred and forty-eight, and thereby, after reciting that he had, in the Names of the said *John Campbell, Samuel Frederick Bignold, and Bartle John Laurie Frere*, purchased the Life Estate to which the said *Henry William Hemsworth* was entitled in remainder in the said Settled Estates, under the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, and that the said Testator had at various Times paid and advanced unto or for the Use of the said *Henry William Hemsworth* several large Sums of Money, which had been partly repaid, but that there still remained a considerable Sum due to the said Testator,

and

Will of
Henry d'Es-
terre Hems-
worth, dated
11th Dec.
1847.

Codicil to
same Will,
dated
6th April
1848.

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and after declaring that he was desirous that in case the said Purchase should not be completed in his Lifetime, and a Declaration of Trust executed similar to that therein-after directed, that such Purchase should be completed in the Manner and that such Declaration of Trust should be executed as therein-after described, he the said Testator directed that the Life Estate so purchased should be vested in Trustees upon Trusts in the said Codicil declared, which are in all respects the same as those declared by the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, except that the said Codicil does not contain any Direction to reserve to the said *Henry d'Esterre Hemsworth* a Power to appoint the Hereditaments so to be settled: And whereas the said *Henry d'Esterre Hemsworth* also made another Codicil to his said Will, dated the Twenty-first Day of *April* One thousand eight hundred and forty-nine, and thereby gave certain Legacies in addition to those given by his said Will, but the said Codicil did not in any other way alter his said Will, or in any way exercise the Power of Appointment by the said Trust Deed limited to the said *Henry d'Esterre Hemsworth*: And whereas the said *Henry d'Esterre Hemsworth* died on the Fifth Day of *November* One thousand eight hundred and fifty, without having revoked or altered his Testamentary Disposition, as mentioned to the Effect herein-before recited; and the said *Henry d'Esterre Hemsworth* left him surviving his Widow the said *Jane Maria Hemsworth*, and also the said *Henry William Hemsworth* and *Augustus Barker Hemsworth*; and on the Twelfth Day of *December* One thousand eight hundred and fifty the same Will and Two Codicils thereto were duly proved by the said *Augustus Barker Hemsworth* and *Jane Maria Hemsworth* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by an Indenture dated the Twenty-ninth Day of *July* One thousand eight hundred and fifty-three, and made between the said *Jane Maria Hemsworth* and *Henry William Hemsworth* of the First Part, *Matthew Inglett Brickdale* of the Second Part, *John Fortescue Brickdale* and *James Maxwell* of the Third Part, the Right Honourable *John Henniker Major Lord Henniker* of the Fourth Part, and *Compton Maul* of the Fifth Part, after reciting an Indenture dated the Twenty-first Day of *July* One thousand eight hundred and fifty-three, executed for the Purpose of barring the Estate Tail of the said *Henry William Hemsworth* in the Copyhold Lands therein mentioned, being Part of the aforesaid Settled Estates, it was witnessed that the said *Jane Maria Hemsworth* and *Henry William Hemsworth*, in exercise of the joint Power of Appointment limited to them under and by virtue of the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, and the said Indenture of the Twenty-first Day of *July* One thousand eight hundred and fifty-three, appointed such of the Hereditaments described in the Schedule to

Further
Codicil to
same Will,
dated
21st April
1849.

Indenture,
dated
29th July
1853.

The Hemsworth Estate Act, 1861.

the Indenture now in recital as were of Freehold Tenure, being Parts of the aforesaid Settled Estates, to the Use of the said *John Henniker Major Lord Henniker*, his Heirs and Assigns, and such of the Hereditaments described in the same Schedule as were of Copyhold Tenure, being Part of the aforesaid Settled Estates, to the Use of the said *Compton Maul*, his Heirs and Assigns, at the Will of the Lord of the Manor of which the same were Parcel, according to the Custom of the same Manor, in trust for the said *John Henniker Major Lord Henniker*, his Heirs and Assigns: And whereas the said *Jane Maria Hemsworth* died in the Month of *October* One thousand eight hundred and fifty-three: And whereas the said *Jane Maria Hemsworth* had Issue Five Children only, that is to say, Two Sons, the said *Henry William Hemsworth* and *Augustus Barker Hemsworth*, and Three Daughters, *Amelia*, now the Wife of *Francis Henry Huntington* Esquire, *Jane Maria*, now the Wife of the Reverend *Samuel Frederick Bignold*, Clerk, and *Eliza Anna Maria*, now the Wife of the Reverend *Addison Brown Hemsworth*, Clerk: And whereas the said *Jane Maria Hemsworth* duly made her Will, dated the Fifth Day of *August* One thousand eight hundred and fifty-two, which did not contain any specific Devise of the ultimate Reversion in Fee limited by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, to her right Heirs; and the said Testatrix, after making certain Bequests, thereby gave and bequeathed all the Residue of her Estate and Effects, of what Nature soever, unto and between her Children the said *Augustus Barker Hemsworth*, *Amelia Huntington*, *Jane Maria Bignold*, and *Eliza Anna Maria Hemsworth*, in equal Shares, and the said Testatrix appointed the said *Augustus Barker Hemsworth* Executor of her said Will: And whereas the said *Jane Maria Hemsworth* duly made a Codicil to her said Will, which Codicil is dated the Seventh Day of *September* One thousand eight hundred and fifty-two, and thereby appointed the said *Francis Henry Huntington* and *Samuel Frederick Bignold* Executors of her Will, jointly with the said *Augustus Barker Hemsworth*, but did not in any other way alter her said Will; and shortly after her Death the said Will and Codicil were duly proved by the Executors named therein: And whereas the said *Henry William Hemsworth*, *Augustus Barker Hemsworth*, *Amelia Huntington*, *Jane Maria Bignold*, and *Eliza Anna Maria Hemsworth* all survived the said *Jane Maria Hemsworth*, and the said *Henry William Hemsworth* has never exercised the Power of Appointment limited to him by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six: And whereas the said *Henry d'Esterre Hemsworth* and *Jane Maria Hemsworth* never, except by the said Indenture of the Thirteenth Day of *January* One thousand eight hundred and thirty-seven, in any way exercised the joint Power of Appointment limited to them by the

Will of
Jane Maria
Hemsworth,
dated
5th Aug.
1852.

Codicil to
same Will,
dated
7th Sept.
1852.

[Private.]

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said

The Hemsworth Estate Act, 1861.

said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, and the said *Jane Maria Hemsworth* and *Henry William Hemsworth* never in any way, except by the said Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and fifty-three, exercised the joint Power of Appointment by the Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, limited to the said *Henry William Hemsworth* jointly with the Survivor of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife, except so far as either of the same joint Powers of Appointment may have been exercised in Equity over Six Acres One Rood and Twelve Perches of Land in the Parishes of *Roudham* and *Larling* in the County of *Norfolk*, sold in the Year One thousand eight hundred and forty-four to the *Norfolk* Railway Company: And whereas the said *Henry d'Esterre Hemsworth* never in any way exercised the Power of Appointment limited to him by the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight: And whereas the said *Henry William Hemsworth* in the Month of *May* One thousand eight hundred and fifty-one married *Ellen Kemble*, Spinster, and she is still living and his Wife, but the said *Henry William Hemsworth* has never had any Issue: And whereas the said *Augustus Barker Hemsworth* did, in the Month of *March* One thousand eight hundred and forty-seven, intermarry with *Duncana Campbell*, Spinster, now *Duncana Hemsworth* his Wife, and he has had Issue Five Children only, that is to say, Two Sons, *Augustus Noel Campbell Hemsworth* and *William Barker Hemsworth*, and Three Daughters, *Laura Anna Maria Hemsworth*, *Louisa Augusta Hemsworth*, and *Helen Mary Hemsworth*, and the same Five Children are all Infants under the Age of Twenty-one Years: And whereas by an Indenture dated the Sixth Day of *August* One thousand eight hundred and forty-nine, in exercise of a Power contained in the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight to appoint a new Trustee or new Trustees of the same Trust Deed, *Robert Copeman* was duly appointed a Trustee of the same Trust Deed in the Place of the said *Bartle John Laurie Frere*, who declined to act any further in the Trusts thereof; and on the Occasion of such Appointment of a new Trustee all the Freehold Estates subject to the same Trusts were vested in the continuing Trustees and the said new Trustee jointly during the Life of the said *Henry William Hemsworth*, and all the Copyhold Estates, subject to the same Trusts were in Equity vested in the same Trustees during his Life, with Power to require the Surrender of the same Copyhold Estates for the same Life Interest; and by an Indenture dated the Second Day of *August* One thousand eight hundred and fifty, in exercise of the same Power, *James Templeton Wood* and *Thomas Beevor* were appointed Trustees of the said Trust Deed of the Ninth

Indenture,
dated
6th Aug.
1849.

Indenture,
dated
2d Aug.
1850.

The Hemsworth Estate Act, 1861.

Ninth Day of *August* One thousand eight hundred and forty-eight, in the Place of the said *Samuel Frederick Bignold* and *Robert Copeman*, who declined to act any longer as Trustees of the same Trust Deed; and the said *James Templeton Wood* accepted the Trusts of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, but the said *Thomas Beevor* refused to accept such Trusts, and by a Deed Poll dated the Seventeenth Day of *January* One thousand eight hundred and fifty-four he renounced the same Trusts, and disclaimed all the Trust Estates subject to the same Trusts, and on the Occasion of such Appointment of new Trustees all the Freehold Estates subject to the same Trusts were vested in the new Trustees who accepted the Office of Trustees during the Life of the said *Henry William Hemsworth*, and all the Copyhold Estates subject to the same Trusts were in Equity vested in the same Trustees during his Life, with Power to require the Surrender of the same Copyhold Estates for the same Life Interest: And whereas in the Month of *August* One thousand eight hundred and forty-five the said *Henry William Hemsworth* presented a Petition to the Court for the Relief of Insolvent Debtors, praying to have the Benefit of the Acts then in force for the Relief of Insolvent Debtors, but no Proceedings were taken upon or in consequence of the same Petition: And whereas in the Year One thousand eight hundred and fifty-three the said *Augustus Barker Hemsworth* filed his Bill of Complaint in the High Court of Chancery, which was afterwards amended, and as so amended was against the said *John Campbell*, *James Templeton Wood*, *Henry William Hemsworth* and *Ellen* his Wife, and *Augustus Noel Campbell Hemsworth*; and the said Bill, after stating among other things as or chiefly to the Effect hereinbefore recited, and stating that a considerable Sum still remained due to the Estate of the said *Henry d'Esterre Hemsworth* in respect of the Advance made by him to or for the Use of the said *Henry William Hemsworth*, and that no Part of the said Purchase Money of Nine thousand three hundred and forty Pounds had ever been repaid to the Estate of the said *Henry d'Esterre Hemsworth*, and stating that the said several Mortgage Debts of Nine thousand eight hundred Pounds and One thousand one hundred Pounds, with an Arrear of Interest thereon respectively, were still due on the Security of the said Mortgage Terms of One thousand Years and Five hundred Years respectively, and that on the Seventh Day of *June* One thousand eight hundred and forty-eight the said *Henry William Hemsworth* filed a Petition in the Court for the Relief of Insolvent Debtors, and thereby sought Relief under the Acts then in force for the Relief of Insolvent Debtors, and thereupon he obtained the Benefit of such Acts, and that the final Order for his Discharge on the said Petition, so presented by him in the Month of *June* One thousand eight hundred and forty-eight, was made on the Third Day of *August* One thousand eight hundred

The Hemsworth Estate Act, 1861.

Order ap-
pointing
Receiver,
8th May
1854.

hundred and forty-eight, prayed that the Trusts of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight might be carried into execution by and under the Direction of the said Court, and that certain Accounts and Inquiries necessary for that Purpose might be respectively taken and made: And whereas the Defendants to the said Suit duly appeared thereto, and by an Order made in the said Cause on the Eighth Day of *May* One thousand eight hundred and fifty-four *Thomas Beevor* was duly appointed Receiver of the Rents and Profits of the Life Estate comprised in the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and the said Cause was heard before his Honor the Master of the Rolls on the Third Day of *December* One thousand eight hundred and fifty-five, and by the Decree then made it was, among other things, ordered that an Inquiry should be made of what the Property comprised in or subject to the Trusts of the same Trust Deed consisted, and whether it was subject to any and what Charges and Incumbrances; and that an Inquiry should be made whether it would be fit and proper that any and what further Repairs should be executed, or new Buildings erected, on the said Estate, and at what Expense, and whether the Expense thereof should be paid out of the Rents and Profits of the said Estate; and that an Account should be taken of the Sums paid by the said Receiver to the said *Henry William Hemsworth* on account of the Allowance of Five hundred Pounds made for him by the same Trust Deed; and that the said Receiver should, from and after the Twenty-ninth Day of *September* One thousand eight hundred and fifty-five, pay to the said *Ellen Hemsworth*, on her sole Receipt, until further Order, the annual Sum of Five hundred Pounds, by equal quarterly Payments, during the Life of the said *Henry William Hemsworth*; and also that an Inquiry should be made whether any and what Parts of the Estates comprised in the same Trust Deed were of Copyhold Tenure, and whether it was necessary or proper that any and what Person or Persons should be admitted to any and what Parts of the said Estates which were of Copyhold Tenure; and it was ordered that the said *John Campbell* and *James Templeton Wood*, with the Approval of the Judge to whose Court the Cause was attached, should take such Steps, if any, as might be necessary and proper for the Purpose of procuring the Admission of such Person or Persons to such Parts of the Estates subject to the Trusts of the same Trust Deed as were of Copyhold Tenure; and it was ordered that the Fines and Expenses of and attending such Admissions should be paid by the Receiver out of the Rents and Profits of the Estates, without prejudice to any Question as to how such Fines and Expenses should ultimately be borne as between the Tenant for Life and the Persons entitled in remainder: And whereas the said *John Campbell* died on the Sixteenth Day of *April* One thousand eight hundred and fifty-six: And
whereas

The Hemsworth Estate Act, 1861.

whereas in the Month of *February* One thousand eight hundred and fifty-seven the said *James Templeton Wood* declined to act any longer as Trustee of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and by an Indenture dated the Seventh Day of *February* One thousand eight hundred and fifty-seven *Alfred Hamilton* and *Colin Campbell* were, in exercise of the Power in the same Trust Deed contained to appoint new Trustees thereof, duly appointed Trustees of the same Trust Deed, and all the Freehold Estates subject to the Trusts of the same Trust Deed were duly vested in the same new Trustees during the Life of the said *Henry William Hemsworth*, and all the Copyhold Estates subject to the Trusts of the same Trust Deed were in Equity vested in the same Trustees during the same Life Estate, with Power to require the Surrender of the same Copyhold Estates for the same Life Estate: And whereas the said *Colin Campbell* shortly afterwards desired to be discharged from the Trusts of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and by an Indenture dated the Seventeenth Day of *April* One thousand eight hundred and fifty-seven *Frederick Robert Beeston* was, in exercise of the Power in the same Trust Deed contained to appoint new Trustees thereof, duly appointed a Trustee of the same Trust Deed, and all the Freehold Estates subject to the Trusts of the same Trust Deed were vested in the said newly appointed Trustee and the continuing Trustee during the Life of the said *Henry William Hemsworth*, and the Copyhold Estates subject to the same Trusts were in Equity vested in the same Trustees during the same Life Estate, with Power to require a Surrender of the same Copyhold Estates for such Life Estate: And whereas by a Supplemental Order made in the said Suit on the Fourteenth of *November* One thousand eight hundred and fifty-seven the said *Alfred Hamilton* and *Frederick Robert Beeston* were, as such Trustees as aforesaid, duly made Parties to the said Suit: And whereas a Certificate dated the Twenty-seventh of *March* One thousand eight hundred and sixty was duly made in the said Cause by the Chief Clerk of the Master of the Rolls to whose Court the said Cause is attached, which Certificate was approved by the Master of the Rolls on the Sixteenth Day of *April* One thousand eight hundred and sixty; and it was by the same Certificate certified, among other things, that the Property comprised in or subject to the Trusts of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight consisted of the Mansion House called *Shropham Hall* in the County of *Norfolk*, and divers Farms and Lands, Part Freehold and Part Copyhold, situate in the Parishes of *Shropham, Hockham, Roudham, Larling, Scoulton, Carbrooke, Thompson, Caston, Griston, and Shipdham*, in the said County of *Norfolk*, and in the Parishes of *Rishangles, Thorndon, Bedingfield, and Stoke Ash*, in the County of *Suffolk*, containing

[Private.]

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together

Supple-
mental Order
dated
14th Nov.
1857.

The Hemsworth Estate Act, 1861.

together Three thousand two hundred and thirty-nine Acres Two Roods and Nine Perches or thereabouts, the short Particulars whereof were set forth in the Third Schedule to an Affidavit therein mentioned as made by the said *Augustus Barker Hemsworth*, and filed in the said Cause; and that Parts of the same Estates specified or referred to in the same Certificate were subject to the said Mortgage Debt of Nine thousand eight hundred Pounds, and that the whole of the said Estate was subject to the said Mortgage Debt of One thousand one hundred Pounds, and that there were no other Charges or Incumbrances affecting the said Property or any Part thereof; and also that it would be fit and proper that the Repairs should be executed and new Buildings erected on the said Estate, which were mentioned and specified in the First Schedule to the said Certificate, and that such of the said Repairs and Erections as were specified in the First Part of the said First Schedule should be at once proceeded with, and that the Remainder which were specified in the Second Part of the said First Schedule should be done from Time to Time with the Sanction of the Judge in Chambers, as the Receiver should certify them to be necessary; and that the Repairs and Erections comprised in the said Schedule being of a permanent Character, the Expense thereof should not be paid out of the Rents and Profits of the said Estate, but raised by a Mortgage or Charge on the said Estate, and the Interest of such Mortgage or Charge should be kept down and paid out of the Rents and Profits of the Estate, and a sinking Fund, formed out of the same Rents and Profits, for Redemption (in a Period of Thirty Years) of the Capital Sum expended in such Repairs; and further, that the Parts of the Estates comprised in the said Indenture of the Ninth Day of *August* One thousand eight hundred and forty-eight, which were specified in the Second Schedule to the said Certificate, were of Copyhold Tenure, and that Admissions had been taken by or on behalf of the Trustees, *Alfred Hamilton* and *Frederick Robert Beeston*, to such of the said Copyholds as were set forth in the First Part of the same Second Schedule, and that it was necessary and proper that the Persons named and referred to in the Fourth Column of the Second Part of the same Second Schedule should be admitted to such Parts of the said Copyhold Estates as were set opposite their respective Names, and that the Fines and Expenses attending the Admissions to such Parts of the Estates as were comprised in the First Part of the said Second Schedule, amounting in the whole to Three hundred and three Pounds Nineteen Shillings and Ninepence, had been paid by the Receiver out of the Rents and Profits of the said Estate: And whereas the said Cause came on for further Consideration before his Honor the Master of the Rolls on the Twenty-second and Twenty-ninth Days of *June* One thousand eight hundred and sixty, and by an Order made in the Cause on the Twenty-ninth Day of *June* One thousand eight hundred and sixty it was,

Order on
further Con-
sideration,
dated
29th June
1860.

The Hemsworth Estate Act, 1861.

was, among other things, ordered that the said *Thomas Beevor*, the Receiver appointed by the said Order of the Eighth Day of *May* One thousand eight hundred and fifty-four, should be continued; and it was ordered that the said *Thomas Beevor* should, during the Lifetime of the said *Henry William Hemsworth*, or until further Order, continue the Payment to the said *Ellen Hemsworth*, on her sole Receipt, of the annual Sum of Five hundred Pounds, by the Instalments and on the Days mentioned in the said Decree of the Third Day of *December* One thousand eight hundred and fifty-five; and it was ordered, that the said *Alfred Hamilton* and *Frederick Robert Beeston* should take such Steps as might be necessary for procuring the Persons named in the Fourth Column of the Second Part of the Second Schedule to the said Certificate to be admitted Tenants of such Parts of the Copyhold Estates mentioned in the Second Part of the said Second Schedule as were set opposite their Names; and it was ordered, that the Fines and Steward's Fees, and Charges of and attending such Admissions, should be paid by the Receiver out of the Rents and Profits of the said Estates; and it was declared that the Amount paid for such Fines, Fees, and Charges was to be recouped to the Parties interested in the said Rents and Profits by a Mortgage on the Inheritance of the said Estates, and that such Mortgage was to be satisfied in Thirty Years by a Sinking Fund raised out of the said annual Rents and Profits; and after stating that it appeared that certain Repairs and new Buildings specified in the First Schedule to the said Certificate ought to be executed and erected, and that it would be desirable that further Improvements should also be executed on the said Estates, and that it would be for the Benefit of the Parties interested in the Inheritance of the Estates that the Amount required for such Repairs, new Buildings, and Improvements should be raised by Mortgage of the said Estates, to be satisfied in Thirty Years by a Sinking Fund to be raised out of the annual Rents and Profits of the said Estates, and that it appeared desirable that the Fines, Fees, and Charges to be paid in respect of the said Admissions, and the said Sum of Three hundred and three Pounds Nineteen Shillings and Ninepence in the said Certificate mentioned as paid for the Fines and Expenses attending Admissions to Part of the Copyhold Hereditaments comprised in the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and the Costs of that Suit, and the other Costs, Charges, and Expenses thereby directed to be taxed, should also be raised by a Mortgage of the said Estates to be satisfied by such Sinking Fund as aforesaid, it was ordered that the said *Augustus Barker Hemsworth* should be at liberty, at the Expense of the Estate, to apply to Parliament for an Act to authorize the Expenses of the said Repairs and new Buildings in the said Certificate mentioned, and of further Improvements to an Amount not exceeding Two thousand Pounds, and such Fines, Fees,
and

The Hemsworth Estate Act, 1861.

and Charges, and such Costs, and Costs, Charges, and Expenses as aforesaid, and the Costs of obtaining the said Act, to be raised by Mortgage of the said Estates with such Sinking Fund as aforesaid; and it was ordered that the Bill for such Act should be settled by the Judge in Chambers; and it was ordered that it should be referred to the Taxing Master to tax all Parties as between Solicitor and Client their Costs of the said Suit, including their Charges and Expenses properly incurred with reference to the Admissions to the Copyhold Hereditaments subject to the Trusts of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and including in the Costs of the said *Alfred Hamilton* and *Frederick Robert Beeston*, and the said *John Campbell* and *James Templeton Wood*, any Charges and Expenses properly incurred by them with reference to the Trusts of the last-mentioned Deed, not being Costs in that Cause, or Charges or Expenses relating to such Admissions as aforesaid; and the said Order directed Payment of the Costs, and Costs, Charges, and Expenses thereby directed to be taxed, to be made out of the Funds standing to the Credit of the said Cause which had arisen from Rents of the said Estate; and it was declared that the Amount so paid was to be recouped to the Parties interested in the said Rents and Profits, by a Mortgage on the Inheritance, and that such Mortgage was to be satisfied in Thirty Years by a Sinking Fund out of such Rents and Profits: And whereas the annual Rents and Profits of the Lands and Hereditaments comprised in the said Trust Deed amount to the Sum of Four thousand Pounds or thereabouts: And whereas the Farmhouses and other Buildings in and upon the said Settled Freehold and Copyhold Estates are in a bad State of Repair, and many of them are in a very dilapidated Condition, and not fit for the Occupation of Agricultural Tenants of the Class by which the Lands on which they are standing ought to be held; and when the present Tenancies expire it is probable that unless many of the Farm Buildings are rebuilt, and others substantially repaired, there will be considerable falling off in the Rental of the said Estates: And whereas the estimated Cost of the Repairs and new Buildings specified in the First Schedule to the said Certificate amounts to the Sum of Two thousand eight hundred and ninety Pounds and Ten Shillings, and under the Circumstances aforesaid it will be very advantageous to the Persons interested in the Inheritance of the said Settled Estates that the Repairs and new Buildings specified in the First Schedule to the said Certificate to the Amount aforesaid, and other Improvements to an Amount not exceeding Two thousand Pounds, should be executed in and upon the said Estates, and that the Money required for the Purpose should be raised by a Mortgage on the Inheritance, to be redeemed by a Sinking Fund to be provided as mentioned in the last-recited Order: And whereas since the Death of the said *Jane Maria Hemsworth*

the

The Hemsworth Estate Act, 1861.

the said *Alfred Hamilton* and *Frederick Robert Beeston* have been admitted Tenants of Parts of the Copyhold Hereditaments subject to the Trusts of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and the said *Augustus Barker Hemsworth* has been admitted Tenant of other Parts of the same Copyhold Hereditaments; but no Person has since the Death of the said *Jane Maria Hemsworth* been admitted Tenant of the Remainder of the Copyhold Hereditaments subject to the Trusts of the same Trust Deed, but all such Copyhold Hereditaments are in Equity subject to the Limitations which by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six are limited to take effect after the Death of the Survivor of them the said *Henry d'Esterre Hemsworth* and *Jane Maria* his Wife: And whereas the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six does not contain any Power enabling any Money to be raised on Mortgage of the said Estates for any Repairs, new Buildings, or Improvements; and the same Indenture does not contain any Power of Sale or Exchange, and it will be for the Benefit of the Parties beneficially interested in the Estates settled by that Indenture that such Powers of raising Money by Mortgage and of Sale and Exchange should be granted; but the same cannot be effected without the Aid and Authority of Parliament: And whereas, in pursuance of the said recited Order of Court of the Twenty-ninth Day of *June* One thousand eight hundred and sixty, the Chief Clerk of the said Master of the Rolls made a Certificate in the said Cause, dated the Ninth Day of *May* One thousand eight hundred and sixty-one, and thereby certified as follows; to wit, "In
 " pursuance of the Directions given to me by the Master of the Rolls
 " I hereby certify that the Result of the Inquiries which have been
 " made in pursuance of the Order made in this Cause, dated the
 " Twenty-ninth Day of *June* One thousand eight hundred and sixty,
 " is as follows: The Draft of a Bill to Parliament, to be entitled 'An
 " ' Act for enabling Trustees to raise Money on Mortgage of the
 " ' *Hemsworth* Estates in the Counties of *Suffolk* and *Norfolk*, and for
 " ' giving Powers of Sale and Exchange over the same Estates,' has
 " been settled and approved, and is identified by my Signature in the
 " Margin thereof, and the several Instruments, Facts, and Events
 " recited in the Preamble of the said Draft Bill before the Recital of
 " this Certificate have been proved in this Cause;" and such Certificate was afterwards approved by the said Master of the Rolls, and was filed and became absolute: Wherefore Your Majesty's most dutiful and loyal Subject *Augustus Barker Hemsworth* doth 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

Indenture,
dated
22d Oct.
1836.

Certificate
of Chief
Clerk ap-
proving
Draft Bill
for this
Act, dated
9th May
1861.

[*Private.*]

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Commons,

The Hemsworth Estate Act, 1861.

Commons, in the present Parliament assembled, and by the Authority of the same, as follows :

Short Title.

1. In all Documents, and in all legal and other Proceedings, this Act shall be described and referred to as "The *Hemsworth Estate Act, 1861.*"

Estates
vested in
Alfred Ha-
milton and
Frederick
Robert
Beeston in
Fee.

2. From and after the passing of this Act all such of the Manors, Messuages, Farms, Lands, Buildings, and other Hereditaments subject to the Trusts of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight as are of Freehold Tenure, shall, subject only to the said Terms of One thousand Years and Five hundred Years, and the said Principal Sums of Nine thousand eight hundred Pounds and One thousand one hundred Pounds, and Interest secured thereby, and the Trusts of the said Term of Five hundred Years, be vested in the said *Alfred Hamilton* and *Frederick Robert Beeston*, their Heirs and Assigns, for ever, upon the Trusts and for the Purposes herein-after declared concerning the same Freehold Hereditaments; (that is to say,) upon trust that the said *Alfred Hamilton* and *Frederick Robert Beeston*, or the Survivor of them, or their or his Assigns, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the same Freehold Hereditaments, shall from Time to Time raise by a Mortgage or Mortgages of all or any of the same Freehold Hereditaments such Sum or Sums of Money, not exceeding altogether the net Amount of Eleven thousand Pounds, at Interest, at such Time or Times and for such of the Purposes herein-after declared as the Judge to whose Court the said Cause is attached, upon Application to be made by the Trustees or Trustee of the same Freehold Hereditaments, or any other Person interested in the same Freehold Estates, shall direct or approve; and any such Mortgage or Mortgages may, if the same Judge shall think fit and shall so direct, be made in consideration of and as Security for the Repayment of any Sum or Sums of Money advanced at the Time of executing such Mortgage or Mortgages, with Interest thereon, and also of any further Sum or Sums of Money to be thereafter advanced on the Security of such Mortgage or Mortgages, with Interest thereon, as shall be therein expressed and thereby limited as to the ultimate Amount of the Principal Sum or Sums to be secured by such Mortgage or Mortgages respectively; and for the Purpose of securing any Sum or Sums of Money hereby authorized to be raised on Mortgage of the same Freehold Hereditaments, it shall be lawful for the said *Alfred Hamilton* and *Frederick Robert Beeston*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Freehold Hereditaments, to mortgage or charge for or with the Payment of such Sum or Sums of Money with Interest all or any of the Copyhold Hereditaments for

Upon trust
to raise
Money by
Mortgage.

The Hemsworth Estate Act, 1861.

for the Time being subject, either at Law or in Equity, to the Limitations and Trusts by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six agreed to be declared concerning the said Copyhold Hereditaments thereby put in strict Settlement as aforesaid, and to make or to call upon and require any other Person or Persons who may be Tenant or Tenants on the Court Rolls of the said Copyhold Hereditaments, as Trustee or Trustees for the Benefit of the Parties entitled under the Limitations and Trusts of the same Indenture to the same Copyhold Hereditaments, to make such Surrender or Surrenders of the Copyhold Hereditaments so mortgaged or charged as may be necessary or proper for the Purpose of giving effect to any such Mortgage or Charge ; and it shall be lawful for the Trustees or Trustee for the Time being herein-before directed and empowered to mortgage the aforesaid Freehold and Copyhold Estates to give unto and vest in any Mortgagee or Mortgagees of the Estates mortgaged, his, her, or their Executors, Administrators, or Assigns, all such Powers, Remedies, and Authorities for the better securing the Payment of the Principal Money, Interest, and Costs, to become due and payable on his, her, or their Mortgage Security or Securities, or otherwise in relation thereto, including a Power to sell the mortgaged Hereditaments, with all Powers necessary to give full and complete Effect to such Power of Sale, as the said Trustees or Trustee shall think reasonable ; and such Trustees or Trustee shall have full Power to adopt or not to adopt, as shall be thought fit, all or any of the Provisions and Powers given by the Act passed in the Session of Parliament held in the Twenty-third and Twenty-fourth Years of the Reign of Her present Majesty, intituled *An Act to give to Trustees, Mortgagees, and others* 23 & 24 Vict. c. 145. *certain Powers now commonly inserted in Settlements, Mortgages, and Wills ;* and every Mortgage or Charge made as aforesaid under the Authority of this Act shall, as to the Estates therein comprised, take effect in priority to, and shall overreach and have Precedence of all the Uses, Limitations, and Trusts to which the Estates, either Freehold or Copyhold, or both, comprised in such Mortgage or Charge are or shall be subject, either at Law or in Equity, under or by virtue of the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, and the said Deed of Trust of the Ninth Day of *August* One thousand eight hundred and forty-eight, or either of them, except the said Term of Five hundred Years limited as aforesaid, and the Trusts thereof, and the Security of the Thirteenth Day of *January* One thousand eight hundred and thirty-seven ; and the Receipt or Receipts in Writing of the Trustees or Trustee for the Time being herein-before hereby directed and empowered to make such Mortgage or Mortgages as aforesaid shall be a good and sufficient Release and Discharge for all Monies which shall be paid to them or him under and by virtue of any of the

Trusts

The Hemsworth Estate Act, 1861.

Trusts or Powers reposed in or given to such Trustees or Trustee by this Act to the Person or Persons paying the same Monies; and such Person or Persons shall not be obliged to see to the Application, or be answerable for the Loss, Misapplication, or Nonapplication of the Monies which in such Receipt or Receipts shall be expressed to be received.

Application
of the Money
raised by
Mortgage.

3. The Trustees or Trustee for the Time being herein-before directed and empowered to make such Mortgage or Mortgages as aforesaid shall, under the Direction or Approbation of the said Court, to be obtained as aforesaid, from Time to Time pay and apply the Monies which may be raised by such Trustees or Trustee under the Authority of this Act, in the first place, in Payment of the Costs and Charges of obtaining this Act, and of any Costs and Charges incurred in the Performance of the Trusts and Powers hereby declared and reposed in and given to the Trustees or Trustee for the Time being herein-before directed and empowered to make such Mortgage or Mortgages as aforesaid, and then in or towards the Payment of the said Sum of Three hundred and three Pounds Nineteen Shillings and Ninepence paid for such Fines and Expenses as aforesaid, and any Sum or Sums which may be paid for the Fines and Steward's Fees, and Charges of the Admissions, directed by the said Order of the Twenty-ninth Day of *June* One thousand eight hundred and sixty, and also the Amount of the Costs, and Costs, Charges, and Expenses, by the said Order directed to be paid, and of any other Costs, and Costs, Charges, and Expenses, of which the raising and Payment may be directed in the said Suit, and also such Sum or Sums of Money as the Judge to whose Court the said Cause is attached shall authorize to be raised for the Expenses of the said Repairs and new Buildings in the said Certificate mentioned, including the Costs of Architect's Commission, and any Payment to any Clerk of the Works whose Employment the Court may authorize, and also any further Sum or Sums, not exceeding in the whole the Sum of Two thousand Pounds, which the Judge may authorize to be expended in or for the Purpose of any further new Buildings or Improvements on the said Estate, or for any of the said Purposes, and shall also, after the raising and until the Expenditure of any such Monies as aforesaid, make such Investments thereof in Exchequer Bills or any Public Stocks or Funds, or make such other Disposition thereof as the said Court shall direct.

The Trustees to keep down the Interest of the Mortgage Debt and pay off the Mortgage by means of a

4. The Trustees or Trustee for the Time being herein-before authorized to make such Mortgage or Mortgages as aforesaid shall, out of the Rents and Profits of the said Settled Freehold Estates and of such of the said Settled Copyhold Estates the Rents and Profits of which shall be received by them or him, from Time to Time pay and keep down all the Interest becoming due in respect of the Principal Sum or Sums of Money secured and due by virtue of such Mortgage
or

The Hemsworth Estate Act, 1861.

or Mortgages respectively; and after Payment of such Interest such Trustees or Trustee shall annually reserve or raise out of the same Rents and Profits, and out of the annual Income of any Sinking Fund which shall have been created under the following Provisions, and shall for the Time being be subsisting, One Twenty-fifth Part of the Amount of the whole Principal Sum raised on the Security of such Mortgage or Mortgages, and apply the same in or towards the Reduction of such Principal Sum, either by direct Payment to the Lender or Lenders or other Person or Persons to whom the same Principal Monies shall be due or respectively due, if he or they shall consent or shall be under any Agreement or otherwise bound to receive the same, or by the Creation of a Sinking Fund for that Purpose, of which the Creation, Management, and Disposal shall be under the Direction of the said Court of Chancery, to be obtained by such Trustees or Trustee in a summary way, to the end that the whole of each Principal Sum raised on the Security of such Mortgage may be discharged with the Interest thereof out of such Rents and Profits and annual Income within or at the Expiration of a Period of Twenty-five Years from the Time of the borrowing thereof; but if on account of the Depreciation of any such Sinking Fund the same shall be insufficient to discharge within such Period of Twenty-five Years the whole of the Principal Sum for the Payment of which the same Fund shall have been formed, then such Trustees or Trustee for the Time being shall continue to raise annually, in manner aforesaid, so far as it shall be necessary so to do, out of the said Rents and Profits and annual Income, One Twenty-fifth Part of the same Principal Sum, and shall appropriate and apply the same in manner aforesaid towards the Payment of the same Principal Sum, the Interest in respect of which shall in the meantime be kept down in the Manner herein-before directed.

Sinking
Fund.

5. After any Sum or Sums of Money shall have been raised as aforesaid under the Authority of this Act, and until the full Discharge of all the Principal Money so raised, the Trustees or Trustee for the Time being herein-before authorized to raise such Sum or Sums of Money shall, by and out of the Rents and Profits of the said Freehold Estates, and out of such of the Rents and Profits of such of the said Copyhold Estates the Rents and Profits of which shall be received by them or him, keep all the Buildings to the Repair, Improvement, or Construction whereof any Money raised under the Authority of this Act shall have been applied, insured in their or his Names or Name to the full Value thereof in some public Insurance Office or Offices in *London* or *Westminster* against Loss or Damage by Fire, and also keep all such Buildings in repair; and all Monies to become due upon any such Insurance shall forthwith be applied by such Trustees or Trustee as last aforesaid in the Restoration or Repair of the Buildings which shall have been consumed or damaged

Until Mort-
gage Money
discharged
Trustees to
keep Build-
ings insured.

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The Hemsworth Estate Act, 1861.

by Fire ; and such Application of every Sum which shall amount to One hundred Pounds or upwards shall be under the Direction of the said Judge ; and such Application of every Sum which shall amount to a Sum less than One hundred Pounds shall be in the Discretion of such Trustees or Trustee : Provided always, that nothing in this Clause contained shall prejudice or affect the Trust contained in the said Trust Deed of the Ninth *August* One thousand eight hundred and forty-eight relative to the Repairs and Insurance of the Buildings on the Property comprised in that Deed.

Subject to preceding Trusts, surplus Rents and Profits to be receivable by Persons beneficially entitled.

6. Subject and without Prejudice to the Trusts herein-before declared, all the surplus Rents, Issues, and Profits arising from the said Settled Freehold and Copyhold Estates which shall not be required for answering any of the Purposes aforesaid shall be receivable by and belong beneficially to the Person or Persons who would for the Time being have been entitled to the Possession or Receipt of the Rents and Profits of the same Estates in case the said Freehold Estates had not been hereby vested in the said *Alfred Hamilton* and *Frederick Robert Beeston*, their Heirs and Assigns, upon the Trusts aforesaid, and the Power hereby given to charge the said Settled Copyhold Estates had not been given.

Estate for Life of Henry William Hemsworth vested in Alfred Hamilton and Frederick Robert Beeston not to merge in Estate of Inheritance vested in them by the Act.

7. Provided always, That, notwithstanding any Rule of Law to the contrary, the Estate vested in the said *Alfred Hamilton* and *Frederick Robert Beeston* in the said Freehold Hereditaments for the Life of the said *Henry William Hemsworth* as aforesaid shall not in Equity merge or be extinguished in the Estate of Inheritance in Fee Simple hereby vested in the said *Alfred Hamilton* and *Frederick Robert Beeston* in the same Hereditaments, but the same Life Estate shall (subject nevertheless to the Trusts herein-before hereby declared) subsist for the Purposes of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight.

Court of Chancery may from Time to Time make Orders for carrying out Purposes of Act and taxing and Payment of Costs.

8. It shall be lawful for the said Court of Chancery from Time to Time, either upon Petition in a summary Way, or by Motion or Summons, and on Notice to such Person or Persons, if any, as the Court may direct, to make such Order or Orders, as the said Court shall think fit, for carrying into effect or otherwise facilitating the Performance of all or any of the Purposes or Powers of this Act, so far as relates to the Provisions herein-before contained, and also for investing any Monies which may be raised under the Powers herein-before contained, according to the true Intent and Meaning hereof, and also for taxing and settling all Costs, Charges, and Expenses which have been or shall be incurred preparatory to and in applying for and obtaining this Act, and in making any Application to the said Court in pursuance thereof, and in or attending the Execution of all or any of

of

The Hemsworth Estate Act, 1861.

of the Purposes, Powers, Provisoos, Matters, and Things consequent on the passing of this Act, or to be otherwise incurred in carrying the several Provisions of this Act herein-before contained into effect, and from Time to Time to make such Order or Orders as the said Court shall think fit for the Payment of all such Costs, Charges, and Expenses as aforesaid out of any Monies which may for the Time being be subject to the Trusts of this Act, and which shall have been raised under the Provisions herein-before contained, or which shall have arisen under the Powers of Sale and Exchange herein-after contained.

9. Provided always, That any new Trustees or Trustee who may from Time to Time be appointed by the Court of Chancery in the Place of the Trustees herein-before appointed, or either of them, or any succeeding or other Trustees or Trustee in their or either of their Place, shall and may in all respects act in the Management, carrying on, and Execution of the Trusts to which he or they shall be so appointed as effectually as if he or they had been hereby originally appointed, and the said Trustees herein-before named are or would be enabled to do or might have done, by virtue of this Act or otherwise, as if such original Trustees had been then living and continuing to act under the Trusts and Powers by this Act reposed in or given to them as aforesaid.

New Trustees appointed by Court of Chancery to act in execution of Trusts as effectually as if originally appointed by this Act.

10. It shall be lawful for the said *William Norris*, his Executors or Administrators, or other the Trustees or Trustee who may be appointed in the Place of the said *John Campbell* and *William Norris*, or either of them, to be Trustees or Trustee under the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, or the Survivor of any such Trustees, or the Executors or Administrators of the surviving or sole Trustee, but during the Life of the said *Henry William Hemsworth*, with the Consent of the Trustees or Trustee for the Time being of the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and after the Death of the said *Henry William Hemsworth* during the Life of the said *Augustus Barker Hemsworth*, then, if he shall for the Time being be in possession of the Hereditaments which are subject to the Limitations and Trusts in strict Settlement contained in the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, or any Part thereof, with the Consent of the said *Augustus Barker Hemsworth*, or during the Minority of any Person who under or by virtue of the same Indenture shall be Tenant in Tail Male by Purchase or in Tail General by Purchase in possession of the same Hereditaments or any Part thereof, at the Discretion of the said *William Norris*, his Executors or Administrators, or of such other Trustees or Trustee as aforesaid,

Power of Sale or Exchange.

or

The Hemsworth Estate Act, 1861.

or of the Survivor of such Trustees, or of the Executors or Administrators of the surviving or sole Trustee, to sell or exchange for other Manors, Lands, or Hereditaments in *England* or *Wales* all or any of the said Settled Freehold and Copyhold Hereditaments subject to the Limitations and Trusts in strict Settlement contained in the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, and upon any such Exchange to give or receive any Money for Equality of Exchange; and any such Sale as aforesaid may be made either by Public Auction or Private Contract, and the Trustee or Trustees acting in the Execution of this Power shall have Authority to insert any such special or other Stipulations, either as to Title or Evidence of Title or otherwise, in any Conditions of Sale or Contract for Sale or Exchange of the said Premises or any Part thereof, as he or they shall think fit, and shall have Power from Time to Time to buy in or to rescind or vary, upon such Terms as he or they shall think fit, any Contract for Sale of the same Hereditaments or any Part thereof, and to resell the Hereditaments bought in, or the Contract for the Sale of which shall be rescinded, without being responsible for any Loss which may be occasioned thereby; and it shall be lawful for the Trustee or Trustees acting in the Execution of the aforesaid Powers of Sale and Exchange to apply any Money to arise from any such Sale, or received for Equality of Exchange, in Payment of any Sum payable by him or them for Equality of Exchange, and also to raise by Mortgage of the Hereditaments to be received in exchange, or a sufficient Part thereof, any Monies by him or them agreed to be paid for Equality of Exchange, and also for the Purpose of effectuating any such Sale or Exchange as aforesaid, with such Consent or at such Discretion as aforesaid, by any Deed or Deeds to revoke and make void all the Uses, Limitations, Estates, Trusts, Powers, and Provisoos in and by the said Indentures of the Twenty-second of *October* One thousand eight hundred and thirty-six, the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and this Act, or any of them, limited, expressed, declared, and contained concerning the Hereditaments so to be sold or exchanged, or any Part thereof, save and except the said Term of Five hundred Years and the Trusts thereof, and any Mortgage or Mortgages which shall have been made under the Provisions herein-before in this Act contained, and also (save and except any Lease or Leases which may have been granted under the Power of Leasing contained in the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six,) and by the same or any other Deed or Deeds to limit, declare, direct, or appoint such Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments, the Uses and Trusts of which shall be so revoked as aforesaid, which it shall be thought necessary or expedient

The Hemsworth Estate Act, 1861.

expedient to limit, declare, direct, or appoint in order to effectuate such Sale or Exchange as aforesaid.

II. The Trustee or Trustees for the Time being acting in the Execution of the Powers of Sale and Exchange herein contained shall, on Receipt of any Monies which may become payable to him or them upon any such Sale or Exchange as aforesaid, with all convenient Speed lay out and invest the same in the Purchase of Freehold Hereditaments in *England* or *Wales* for an Estate of Inheritance in Fee Simple, or of Copyhold Hereditaments for a Customary Estate of Inheritance in Fee Simple, convenient to be held with any such Freehold Hereditaments, or with any Hereditaments for the Time being subject to the Uses and Trusts by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six declared concerning the Hereditaments thereby put in strict Settlement, or such of the same Uses and Trusts as shall then be subsisting, yet so that every such Purchase be made with such Consent or at such Discretion as required in the event of any Exercise of the said Power of Sale or Exchange; and all the Hereditaments so to be purchased or taken in exchange as aforesaid shall be settled or assured to the Uses, upon and for the Trusts, Intent, and Purposes, and with, under, and subject to the Powers, Proviso, Agreements, and Declarations to, upon, and for, and with, under, and subject to which the Hereditaments so sold or given in exchange would have been limited or subject to under or by virtue of the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, the said Trust Deed of the Ninth Day of *August* One thousand eight hundred and forty-eight, and this Act, or by the conjoint Operation thereof in case the same Hereditaments had not been sold or given in exchange as aforesaid, or as near thereto as the Deaths of Parties and other Contingencies or intervening Accidents will admit of; and any Hereditaments which may be purchased or received in exchange as aforesaid may be purchased or received in exchange subject to any special Conditions or Stipulations as to Title or otherwise, if the Trustee or Trustees purchasing or receiving the same Hereditaments in exchange shall think fit; and until the Money to arise by any such Sale or Exchange as aforesaid shall be laid out in the Manner herein-before mentioned it shall be lawful for the said Trustee or Trustees in whom the Power of Sale or Exchange hereby created shall be vested, at his or their Discretion, to place out such Money or any Part thereof in his or their Name or Names, in or upon any of the Parliamentary Stocks or Public Funds of *Great Britain*, or upon Government or Real Securities in *England* or *Wales*, but not in *Ireland*, with full Power from Time to Time to alter or vary all or any of such Investments for others of a like Nature, as often as such Trustee or Trustees for the

Trustees, on Receipt of Monies, to invest the same.

[*Private.*]

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Time

The Hemsworth Estate Act, 1861.

Receipts of
Trustees in
whom
Powers of
Sale and
Exchange
vested to be
good Dis-
charges.

Time being shall think fit; and the Dividends and annual Produce of such Stocks, Funds, and Securities shall be paid and applied in the same Manner as the Rents and Profits of the Hereditaments to be purchased therewith as aforesaid would be payable or applicable if such Purchase or Purchases were actually made: Provided always, that the Receipt or Receipts in Writing of the Trustee or Trustees for the Time being in whom the Powers of Sale and Exchange hereby are or shall be vested shall be a good and effectual Release and Discharge for any Sum or Sums of Money which shall be paid to him or them under or by virtue of this Act, or any of the Trusts or Powers herein contained, and hereby reposed in or given to such Trustee or Trustees; and the Person or Persons paying such Sum or Sums of Money, and taking such Receipt or Receipts, shall not be bound to see to the Application, or be answerable for the Loss, Misapplication, or Nonapplication of the Monies which in such Receipt or Receipts shall be expressed to be received.

General
Saving.

12. Provided always, saving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the Executors or other personal Representatives of the said *Henry d'Esterre Hemsworth*, the said *Henry William Hemsworth* and *Ellen* his Wife, and the Children, if any, hereafter to be born to the said *Henry William Hemsworth*, and their Issue, the said *Augustus Barker Hemsworth*, and all his present and future Issue, the said *Francis Henry Huntington* and *Amelia* his Wife, and her Issue, the said *Samuel Frederick Bignold* and *Jane Maria* his Wife, and her Issue, the said *Addison Brown Hemsworth* and *Eliza Anna Maria* his Wife, and her Issue, the said *Alfred Hamilton* and *Frederick Robert Beeston*, in their Capacity of Trustees of the said Deed of Trust of the Ninth Day of *August* One thousand eight hundred and forty-eight, and other the Trustees or Trustee of the same Deed of Trust, and all Persons to whom any Estate, Right, or Interest has been granted or limited, or shall have descended or devolved or shall descend or devolve, under the Trusts of the same Deed, or under the Uses, Limitations, and Trusts of the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, in remainder after and subject to the said Term of Five hundred Years thereby created as aforesaid,) all such Estate, Right, Title, Interest, Claim, and Demand in and to the Freehold and Copyhold Estates and Hereditaments now subject to the Uses and Limitations of or Trusts declared by the said Indenture of the Twenty-second Day of *October* One thousand eight hundred and thirty-six, concerning the said Estates thereby strictly settled as aforesaid, or any Part thereof, as they or any of them respectively had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

13. This

The Hemsworth Estate Act, 1861.

13. 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.

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

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1861.