



ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

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*Cap. 5.*

An Act to enable the Trustees of the Will of the late Sir *William Fowle Fowle Middleton* to carry into effect certain Contracts affecting his Estates in *London* and *Middlesex*. [6th August 1861.]

WHEREAS Sir *William Fowle Fowle Middleton* of *Shrubland Park* in the Parish of *Burham* in the County of *Suffolk*, Baronet, made his Will, dated the Fifteenth Day of *September* One thousand eight hundred and fifty-seven, and thereby, after directing his Executors, therein-after named, to pay all his just Debts and Funeral and Testamentary Expenses as soon as conveniently might be after his Decease, and reciting, that by or under the Will and Codicil of his late Father all his Estates at *Shrubland* and elsewhere stood limited, after the Testator's Decease, and Failure of his Issue, to his Nephew Sir *George Nathaniel Broke Middleton* Baronet (then Sir *George Nathaniel Broke* Baronet) for Life, with Remainder to his Sons in succession in Tail Male, with Remainder to the Testator and his Heirs, and reciting that the Testator had from Time to Time made Purchases of Estates and

Will of Sir  
W. F. F.  
Middleton,  
dated 15th  
Sept. 1857.

[*Private.*]

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Hereditaments in *East Suffolk*, and under the Will of his late Uncle, *Nathaniel Lee Acton* Esquire, he was entitled to other Estates and Hereditaments in the County of *Suffolk*, and at *Baylham* and elsewhere, and might make other Purchases, and had Power to dispose of the Reversion in Fee Simple of other Estates and Hereditaments in the Parishes of *Crowfield* and *Stonham* in the said County of *Suffolk*, and in other Parishes in the Neighbourhood, in the event of his leaving no Issue, and also of Estates and Hereditaments at *Brome* and in adjoining Parishes in the County of *Suffolk*, gave and devised, and by virtue of all Powers enabling him in that Behalf directed and appointed, all such Manors, Advowsons, Messuages, Lands, and Hereditaments as therein aforesaid, and all his other Messuages, Lands, Hereditaments, and Real Estates in *East Suffolk* or any adjoining Parish or Parishes, and in the Counties of *Norfolk* and *Essex* respectively, whether in possession, reversion, or remainder, including his Reversion in the *Shrubland* Estates devised by the Testator's late Father's Will, and any Estates which he might thereafter purchase in *East Suffolk*, unto and to the Use of *Francis Cust* Esquire, *Leopold Cust* Esquire, and *Horace Broke* Esquire, their Heirs and Assigns, upon trust to secure to the Testator's Widow an Annuity of Two thousand two hundred Pounds during her Life, and subject thereto upon the Trusts therein mentioned during the Life of the said *Sir George Nathaniel Broke*, and after his Death for the First and other Sons of the said *Sir George Nathaniel Broke* successively in Tail Male; and the Testator by his said Will gave and devised all his Manors, Advowsons, Messuages, Lands, and Hereditaments then belonging to him or which he might thereafter purchase or acquire at *Livermere* and *Lawshall* in *West Suffolk*, and in any Parishes near or adjoining thereto or to any Part thereof in *West Suffolk*, and also all his Messuages, Lands, and Hereditaments in the County of *Middlesex* and in the City of *London*, to the Uses following; (that was to say,) to the Use of the said *Francis Cust*, *Leopold Cust*, and *Horace Broke*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years, to be computed from the Day of his Decease, without Impeachment of Waste, but upon and for the Trusts and Purposes therein-after expressed concerning the same; and from and after the Expiration or other sooner Determination of the said Term of Three hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the Testator's Great Niece *Jane Anne Broke* (in and throughout the Will called *Jane Broke*), the eldest Daughter of his late Nephew *Charles Acton Broke*, and her Assigns during her Life, without Impeachment of Waste; and from and after the Decease of the said *Jane Broke* to the Use of the First and every other Son in succession according to Seniority in Tail General of the said *Jane Broke*; and in default or on Failure of such Issue to the Use of

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of the First and every other Daughter in succession according to Seniority in Tail General of the said *Jane Broke*; and in default or on Failure of such Issue to the Use of the Testator's Great Niece *Frederica Mary Horatia Broke* (in and throughout the Will called *Frederica Broke*), the younger Daughter of his said late Nephew *Charles Acton Broke*, and her Assigns during her Life, without Impeachment of Waste; and from and after the Decease of the said *Frederica* to the Use of the First and every other Son in succession according to Seniority in Tail General of the said *Frederica Broke*; and in default or on Failure of such Issue to the Use of the First and every other Daughter in succession according to Seniority in Tail General of the said *Frederica Broke*; and in default or on Failure of such Issue to the Uses and upon the Trusts therein-after declared of and concerning the same respectively; and as to or concerning the said Term of Three hundred Years therein-before limited to the said *Francis Cust, Leopold Cust, and Horace Broke*, the Testator's Will was and he thereby declares that the said Term was so limited to them upon the Trusts therein-after expressed; (that was to say,) in case his said Grand Niece *Frederica Broke* should live to attain the Age of Twenty-one Years, or should marry under that Age, with the previous Consent or subsequent written Approbation of her Guardian or Guardians for the Time being, and in case the said *Jane Broke* or any of her Issue should be living at the Time when the said *Frederica Broke* should so attain the Age of Twenty-one Years, or marry, upon trust that the said *Francis Cust, Leopold Cust, and Horace Broke*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Term, should, by Demise, Sale, or Mortgage of his said Manors, Messuages, Lands, and Hereditaments therein-before mentioned, or any of them, or any Part or Parts thereof, for all or any Part of the said Term of Three hundred Years, or by and out of the Rents and Profits thereof, or by any other usual or reasonable Ways and Means, levy and raise for the Portion or Fortune of the said *Frederica Broke* the Sum of Twenty thousand Pounds Sterling, with Interest for the same, from the Time of such her Majority or Marriage as therein aforesaid, after the Rate of Four Pounds *per Centum per Annum*, and should pay the said Sum of Twenty thousand Pounds and Interest to the said *Frederica Broke*, her Executors, Administrators, or Assigns, accordingly; and upon further trust that in the meantime and until the said Sum of Twenty thousand Pounds should become payable the said Trustees or Trustee for the Time being should, from and after the Time of his Decease, by and out of the annual Rents and Profits of the said Manors, Messuages, Lands, and Hereditaments, levy and raise, for the Maintenance and Education of the said *Frederica Broke*, such yearly Sum or Sums of Money not exceeding in the whole Interest after the Rate of

Two

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Two Pounds Ten Shillings *per Centum per Annum* upon or in respect of the said Sum of Twenty thousand Pounds, as the said Trustees or Trustee might think proper, and should pay and apply such Sum or Sums in or towards the Maintenance and Education or otherwise for the Benefit of the said *Frederica Broke*, or should pay the same for that Purpose, either to her Mother, Mrs. *Anna Maria Broke*, if remaining a Widow, or to the Guardian or Guardians for the Time being of the said *Frederica Broke*; and upon trust (subject to an interposed Trust for the said *Anna Maria Broke*, which failed by her Marriage in the Testator's Lifetime), in case the said *Frederica Broke* should live to attain the Age of Twenty-one Years, or should marry under that Age, with such Consent or Approbation as therein-before mentioned, and in case the said *Jane Broke* or any of her Issue should be living at the Time when the said *Frederica Broke* should so attain the said Age of Twenty-one Years or marry, that the said Trustees or Trustee for the Time being should, but not until after the Decease or Second Marriage of the said *Anna Maria Broke*, by all or any of the Ways or Means therein-before mentioned, levy and raise, for an additional Portion to the said *Frederica Broke*, the further Sum of Five thousand Pounds Sterling, with Interest for the same after the Rate of Four Pounds *per Centum per Annum* from the Time of such the Decease or Second Marriage of the said *Anna Maria Broke*, or from the Time of such the Majority or Marriage, as therein aforesaid, of the said *Frederica Broke*, which Event might last happen, and should pay the said Sum of Five thousand Pounds and Interest to the said *Frederica Broke*, her Executors, Administrators, or Assigns accordingly: Provided always, and the Testator declared, that, subject and without prejudice to the Trusts therein-before expressed respecting the said Term of Three hundred Years, it should be lawful for the Person who for the Time being should be entitled to the said Manors and other Hereditaments therein-before devised in remainder expectant upon the Determination of the said Term to receive and take the Rents, Issues, and Profits of the said Manors and other Hereditaments, or so much thereof as from Time to Time should not be required for the Trusts and Purposes therein aforesaid, to and for her or his own proper Use and Benefit: Provided always, and the Testator's Will was, and he thereby further declared, that when the Trusts therein-before expressed respecting the said Term of Three hundred Years should have been fully performed or satisfied, or become unnecessary or incapable of taking effect or of being executed, and the Costs, Charges, and Expenses (if any) of the said Trustees or Trustee for the Time being should have been paid or satisfied (which Costs, Charges, and Expenses it was the Testator's Will that they or he should be at liberty to levy and raise by the Ways and Means therein aforesaid), the said Term of Three hundred Years, except as to such or such Parts of the said Hereditaments as might have been demised

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demised or mortgaged or sold for the Purposes aforesaid, should absolutely cease and determine; and as to and concerning the Testator's Manors, Advowsons, Messuages, Lands, and Hereditaments in *East Suffolk* and in any adjoining Parish or Parishes, and in the County of *Norfolk*, including the Reversion of his late Father's Estate at *Shrubland* in the said County of *Suffolk*, he thereby declared his Will to be, that the said *Francis Cust*, *Leopold Cust*, and *Horace Broke*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being acting in the Execution of the Trusts of his Will, should, after the Decease and Failure of Issue Male of the Testator's Nephew *Sir George Nathaniel Broke*, and subject and without Prejudice to the Trusts for the Benefit of his Wife the Honourable Dame *Anne Middleton*, therein contained, and a special Direction (afterwards revoked) as to the Living of *Broome* in *Norfolk*, stand seised of and interested in the said Manors, Advowsons, Messuages, Lands, Hereditaments, and Estates in *East Suffolk* and in any adjoining Parishes, and in the said County of *Norfolk*, including the said *Shrubland* Estates, upon trust, in the same Contingencies as those on which the before-mentioned Sum was made payable, to raise and pay to the said *Frederica Broke* a further Sum of Ten thousand Pounds, and subject thereto in trust for the said *Jane Broke* for Life, with Remainder to her Sons successively in Tail General, with Remainder to her Daughters successively in Tail General, with Remainder in trust for the said *Frederica Broke* and her Assigns during her Life, with Remainder to her First and every other Son successively in Tail General, with Remainder to her Daughters successively in Tail General; and in default or on Failure of such Issue, then all the Testator's Estates at *Shrubland* and elsewhere which were devised by the Will or Codicil of his late Father, and all the Estates which the Testator had purchased or might purchase in *East Suffolk*, his Estates at *Baylham* and elsewhere devised to him by the Will of his late Uncle *Nathaniel Lee Acton*, and his Reversion in Fee Simple of his Estates in *Crowfield* and *Stonham* and any adjoining or contiguous Parishes, and all his Estate at *Broome* in the County of *Norfolk* and any adjoining or contiguous Parishes, and all his Lands, Messuages, Ground Rents, and Hereditaments in the County of *Middlesex* or the City of *London* (except, during the Life of his said Wife, his Leasehold House in *Grosvenor Place*), and as to his said *Middlesex* and *London* Estates immediately in default or Failure of Issue of the said *Jane Broke* and *Frederica Broke*, whether the said *Sir George Nathaniel Broke* should have Issue Male or not then living, subject nevertheless as to all the said Estates to any Mortgages or Incumbrances affecting the same respectively, and to the Provisions made for the Testator's Wife, should go and be held in trust for the said *Francis Cust* for Life, with Remainder to his First and other Sons successively in Tail

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General, with Remainder to his First and other Daughters successively in Tail General, with Remainder in trust for the Testator's Relative *Charles Robert Colvile of Lullington Hall*, Esquire, Member of Parliament, and his Assigns during his Life, and from and after his Decease in trust for the First and other Sons successively of the said *Charles Robert Colvile*, and in default of or on Failure of such Issue in trust for the First and other Daughters of the said *Charles Robert Colvile* successively in Tail General, with Remainder in trust for the said *Leopold Cust* for Life, with Remainder to his First and other Sons successively in Tail General, with Remainder to his First and other Daughters successively in Tail General, with Remainder to the said *Horace Broke* for Life, with Remainder to his First and other Sons successively in Tail General, with Remainder for his First and other Daughters successively in Tail General; and as to all the Testator's Estates at *Livermere* and *Lawshall* and *Cockfield* and any Parishes near or adjoining thereto in *West Suffolk*, then belonging to him, or which he might thereafter purchase or acquire, in the event of Failure of Issue of the said *Frederica Broke* and *Jane Broke*, he declared that, subject to any Mortgages or Incumbrances affecting the same respectively, the same Estates should go to and be held on certain Trusts in strict Settlement; and in default of all such Issue as aforesaid then the Testator directed that all his said Estates should go and be held in trust for his own right Heirs for ever: Provided always, and the Testator's Will was, and he thereby declared, that during the Minority of any Male and the Minority and Discoveriture of any Female who should be entitled under the Provisions of his Will to an Estate in Possession for Life or in Tail of or in any of the Estates devised thereby, his said Trustees or Trustee for the Time being should receive the Rents and Profits of the same Estates respectively, and manage or superintend the Management of the same respectively, with full Power to fell Timber or cut Underwood from Time to Time, in the usual Course, for Sale or otherwise, and to erect, pull down, and repair Houses and other Buildings and Erections, and to cultivate, drain, or otherwise improve all or any of the same Premises, and to insure Houses, Buildings, and other Property against Loss or Damage by Fire, and to make Allowance to and Arrangements with Tenants and others, and generally to deal with the same Premises as his said Trustees or Trustee might do if they or he were the absolute Owners or Owner thereof, and should from Time to Time, by and out of the Rents and Profits so to be received, including Produce of the Sale of the Timber and Underwood, pay and discharge the Expenses which might for the Time being have been incurred in or about such Management, or in the Exercise of any of the Powers or Provisions of his Will, or of any Codicil thereto, or otherwise in respect of the same Premises, and all Outgoings not payable by any Tenants or other Persons, and keep down

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down any annual Sum or Sums of Money which might for the Time being be charged upon the same respectively or any Part thereof, and the Interest of any Principal Sum or Sums of Money which might be charged by way of Mortgage or otherwise upon the same Premises respectively or any Part thereof, and apply any annual Sum or Sums of Money which his said Trustees or Trustee might think proper, according to the Age of the Minor for the Time being entitled as aforesaid, in or towards the Maintenance and Education or otherwise for the Benefit of such Minor: Provided also, and the Testator's Will further was, and he thereby declared, that it should be lawful for his said Trustees or Trustee for the Time being, during the Lifetime of any Person entitled under his Will (subject to the antecedent Trusts therein-before declared) to the immediate beneficial Enjoyment during his Life of his said Real Estates therein-before devised, and during the Minority of any Person entitled by Purchase under that his Will (but subject as therein aforesaid) to the beneficial Enjoyment of the said Estates for an Estate or Interest in Tail in Possession, to let or demise all or any Part or Parts of his said Real Estates therein-before devised to any Person or Persons, either from Year to Year or for any Term or Number of Years certain not exceeding Twelve Years in Possession, and not by way of future Interest, so that there should be reserved upon every such Letting and in every such Demise the best or most improved yearly Rent that could be reasonably had for the Tenements to be so let or demised, and so that in every Lease or Demise, or Agreement by way of Lease or Demise, there should be contained a Right of Re-entry in case of any Part of the reserved Rent falling in arrear for Thirty Days after the same should become due: Provided also, and the Testator's Will further was, and he thereby further declared, that it should be lawful for each Person, being Tenant for Life of his said Manors, Messuages, Lands, and Hereditaments lastly therein-before devised, and being of full Age, as and when, by virtue of the Limitations therein-before contained, he should be in the actual Possession or be entitled to the immediate beneficial Enjoyment of the same Manors and Hereditaments, and also for the Guardians or Guardian of the Person or Persons for the Time being entitled by Purchase, under the Limitations therein aforesaid, to the same Manors, Messuages, Lands, and Hereditaments for an Estate Tail in Possession, during his, her, or their Minority, by Indenture or Indentures, to be sealed and delivered by him or them respectively, and to be duly attested, to limit or appoint by way of Demise or Lease all or any Part or Parts of the said last-mentioned Manors, Messuages, Lands, and Hereditaments, with the Appurtenances, to any Person or Persons, for any Term or Number of Years, for the Purpose of Occupation or Husbandry, or for any other Purpose except that of Building, to take effect in Possession or within Six Calendar Months  
after

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after the Execution of such Indenture or Indentures, but not otherwise in reversion or by way of future Interest, and also to limit or appoint by way of Demise or Lease, for the Purpose of being built upon or rebuilt or otherwise improved, all or any Part or Parts of the said Messuages, Lands, and Hereditaments situate in *London* and *Middlesex*, together with the Appurtenances, to any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in Possession, or within Six Calendar Months after the Execution of such Indenture or Indentures, but not otherwise in reversion; so that there should be reserved in every such Demise or Lease for the Purpose of Occupation or Husbandry the best or most improved yearly Rent or Rents that could be reasonably obtained for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that the Lessee or Lessees should not be made dispunishable of Waste by any Words therein to be contained; and that in every such Lease there should be reserved a Condition of Re-entry on Nonpayment of the Rent or Rents to be thereby reserved, should the same or any Part thereof fall in arrear for the Space of Thirty-one Days after becoming due; and so that every such Demise or Lease as aforesaid for the Purpose of building or other Improvement be made upon or in accordance with the Terms and subject to the Conditions (if any) specified in any Contract or Contracts for granting a Lease or Leases of the Premises to be therein comprised which the Testator might have entered into in his Lifetime; and as to all the Residue and Remainder of the Testator's Real Estate (if any) not therein-before devised, except such Part thereof as was vested in him upon trust or by way of Mortgage, he gave and devised the same unto and to the Use of the said *Francis Cust*, *Leopold Cust*, and *Horace Broke*, their Heirs and Assigns, nevertheless upon such and the same Trusts, and with, under, and subject to such and the same Powers, Provisions, and Declarations as were therein-before expressed and contained of or concerning his said Manors, Messuages, Lands, and Hereditaments firstly therein-before devised, being the Hereditaments situate in *East Suffolk* and *Norfolk* aforesaid; and the said Will contained a Power for the Appointment of new Trustees in the Place of the said *Francis Cust*, *Leopold Cust*, and *Horace Broke*; and the Testator thereby nominated and appointed the Marquis of *Exeter*, *Sir Edward Cust*, *General Horatio George Broke*, and the said *Francis Cust* Executors of that his Will: And whereas the Testator made Three Codicils to his Will, none of which in any way whatever affected the Devises of his Estates in *London* and *Middlesex*, or the Powers over them given by the Will: And whereas the said *Sir William Fowle Fowle Middleton* died on the Second of *May* One thousand eight hundred and sixty, without Issue, and without having revoked or altered his Will, except so far as it was altered by the Codicils to it, and without having revoked or altered the Codicils; and

Testator  
made Three  
Codicils.



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and the said Sir *George Nathaniel Brooke* was the Testator's Heir-at-Law at the Time of his Death: And whereas the said *Jane Broke* is an Infant, and has never been married, and the said *Frederica Broke* is also an Infant, and has never been married: And whereas *John Francis Cust*, who is the Person in and throughout the said Will described as *Francis Cust*, has never had any Issue, and the said *Charles Robert Colvile* has Issue One Child, and no more, namely, *Henry Edward Colvile*, who is an Infant, and has never been married: And whereas the said *Leopold Cust* has never had any Issue: And whereas the said *Horace Broke* has never had any Issue: And whereas on the Twenty-first of *July* One thousand eight hundred and sixty a Suit was instituted in the High Court of Chancery in *England* by the said *John Francis Cust*, *Leopold Cust*, and *Horace Broke*, as Trustees of the Testator's Will, against the Honourable Dame *Anne Middleton*, the Testator's Widow, the said *Jane Broke* and *Frederica Broke*, and the said *Charles Robert Colvile* and *Charles Henry Colvile*, as Defendants thereto, for the Purpose of having the Trusts of the Real Estates devised by the Testator to the Plaintiffs, and those of certain Chattels specifically bequeathed by him to the Plaintiffs as Trustees, administered by the said Court of Chancery: And whereas by the Decree made in the said Cause on the Twenty-seventh of *July* One thousand eight hundred and sixty various Inquiries and Accounts were directed, and especially, firstly, an Inquiry whether Sir *William Fowle Fowle Middleton*, the Testator in the Pleadings named, had any and what Issue living at the Time of his Death; secondly, an Inquiry whether Sir *George Nathaniel Broke*, in the Will mentioned, had any and what Son or Sons; thirdly, an Inquiry whether *Anna Maria Broke*, in the Bill mentioned as the Mother of the Defendants *Jane Anne* and *Frederica Mary Horatio Broke*, had remarried; fourthly, an Inquiry whether the Plaintiff *John Francis Cust* had any and what Children; fifthly, an Inquiry whether the Defendant *Charles Robert Colvile* had any and what Children; sixteenthly, an Inquiry whether the Testator in his Lifetime had made any and what Contracts or Agreements as to Building Leases or otherwise with regard to his Estates in the County of *Middlesex* or in the City of *London* which were not completed at the Time of his Death, and whether any and what Steps ought to be taken to give effect to such Contracts or any and which of them: And whereas the Chief Clerk of his Honour the Vice-Chancellor *Stuart* made a separate Certificate, in pursuance of the said Decree, which is dated the Twelfth of *December* One thousand eight hundred and sixty, and was afterwards duly approved, by which he certified as follows; firstly, Sir *William Fowle Fowle Middleton*, the Testator in the said Decree named, had not any Issue living at the Time of his Death, which happened on the Second of *May* One thousand eight hundred and sixty; secondly, Sir *George Nathaniel*

Decree,  
dated 27th  
July 1860.

Chief Clerk's  
Certificate,  
dated 12th  
Dec. 1860.

[Private.]

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*Broke Middleton*, formerly *Sir George Nathaniel Broke*, in the Decree named, had not any Child; thirdly, *Anna Maria Broke*, in the Decree named, the Mother of the Defendants *Jane Anne* and *Frederica Mary Horatia Broke*, was on the Eighth of *December* One thousand eight hundred and fifty-nine married to *William Horton*; fourthly, the Plaintiff *John Francis Cust* had never been married; fifthly, the Defendant *Charles Robert Colvile* had One Child only, the Defendant *Henry Edward Colvile*; sixteenthly, the Contracts or Agreements as to Building Leases or otherwise made by the said Testator *Sir William Fowle Fowle Middleton* Baronet in his Lifetime, with regard to his Estates in the County of *Middlesex* or in the City of *London* which were not completed at the Time of his Death, were the following:

- (1.) A Building Contract or Agreement, dated the Tenth of *October* One thousand eight hundred and forty-six, made between the said *Sir William Fowle Fowle Middleton* of the one Part, and *Henry Palmer* of the other Part, for granting Building Leases for Ninety-nine Years from the Twenty-fifth of *December* One thousand eight hundred and forty-six, at Rents amounting in the aggregate to Three hundred and thirty seven Pounds Ten Shillings *per Annum*, of Five Pieces or Parcels of Land or Ground situate and being on the East Side of *Queen's Road, Dalston*, leading from *Great Cambridge Street* to *Dalston* in the Parish of *Saint Leonard Shoreditch* and County of *Middlesex*, containing together Thirteen and a Half Acres, whereby it was agreed that, after the said annual Rent of Three hundred and thirty-seven Pounds Ten Shillings had been reserved upon Leases of Houses to be erected upon the said Pieces or Parcels of Ground, the said *Henry Palmer*, his Executors, Administrators, or Assigns, or his or their Appointee or Appointees, Nominee or Nominees, should be entitled to have Leases of the Remainder of the said Pieces of Land granted to him or them at a Peppercorn Rent: The said annual Rent of Three hundred and thirty-seven Pounds Ten Shillings has been reserved upon Leases already granted:
- (2.) A Building Contract or Agreement dated the Fifteenth of *March* One thousand eight hundred and forty-seven, made between the said *Sir William Fowle Fowle Middleton* Baronet of the one Part, and the said *Henry Palmer* of the other Part, for granting Building Leases for Ninety-eight Years from the Twenty-fifth of *December* One thousand eight hundred and forty-seven, at Rents amounting in the aggregate to Fifty Pounds *per Annum*, of a Piece or Parcel of Land or Ground situate and being on the East Side of *Queen's Road* aforesaid, containing Two Acres or thereabouts, whereby it was agreed that after the said annual Rent of Fifty Pounds had been reserved upon Leases of Houses to be erected upon the said Piece

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Piece or Parcel of Land, the said *Henry Palmer*, his Executors, Administrators, or Assigns, or his or their Appointee or Appointees or Nominee or Nominees, should be entitled to have Leases of the Remainder of the said Piece of Land granted to him or them at a Peppercorn Rent: The said annual Rent of Fifty Pounds has been reserved upon Leases already granted:

- (3.) A Building Contract or Agreement, dated the Thirteenth of *April* One thousand eight hundred and forty-seven, made between the said Sir *William Fowle Fowle Middleton* of the one Part, and the said *Henry Palmer* of the other Part, for granting Building Leases for Ninety-nine Years from the Twenty-fifth of *March* One thousand eight hundred and forty-seven, at Rents amounting in the aggregate to Three hundred Pounds *per Annum*, of Two Pieces or Parcels of Land or Ground adjoining the last-mentioned Piece or Parcel of Ground, containing Twelve Acres or thereabouts, whereby it was agreed that, after the said annual Rent of Three hundred Pounds had been reserved upon Leases of Houses to be erected upon the said Pieces of Land, the said *Henry Palmer*, his Executors, Administrators, or Assigns, or his or their Appointee or Appointees, Nominee or Nominees, should be entitled to have Leases of the Remainder of the said Pieces of Lands granted to him or them at a Peppercorn Rent: The said annual Rent of Three hundred Pounds has been reserved upon Leases already granted: The Terms of the Three above-mentioned Agreements were varied by an Agreement dated the Twenty-sixth of *November* One thousand eight hundred and forty-nine, made between the said Sir *William Fowle Fowle Middleton* of the First Part, the said *Henry Palmer* of the Second Part, and *William Overton* and *David Hughes* of the Third Part:
- (4.) A Building Contract or Agreement, dated the Nineteenth of *July* One thousand eight hundred and fifty-two, made between the said Sir *William Fowle Fowle Middleton* of the one Part, and *James Alexander Hughes* of the other Part, for granting Building Leases for Ninety-nine Years from the Twenty-fourth of *June* One thousand eight hundred and fifty-two, at Rents amounting in the aggregate to Two hundred and fifty Pounds *per Annum*, of a Piece or Parcel of Ground in the Parish of *St. John Hackney* in the County of *Middlesex*, and lying Southward of the High Road leading from *Kingsland* to *Hackney* aforesaid, whereby it was agreed that, after the said annual Rent of Two hundred and fifty Pounds had been reserved upon Leases of Houses to be erected upon the said Piece or Parcel of Ground, the said *James Alexander Hughes*,

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*Hughes*, his Executors, Administrators, or Assigns, or his or their Appointee or Appointees, Nominee or Nominees, should be entitled to have Leases of the Remainder of the said Piece of Land granted to him or them at a Peppercorn Rent: The said annual Rent of Two hundred and fifty Pounds has been reserved upon Leases already granted:

- (5.) A Building Contract or Agreement, dated the Seventeenth of *August* One thousand eight hundred and fifty-two, made between the said Sir *William Fowle Fowle Middleton* Baronet of the one Part, and *James Kent Vote* of the other Part, for granting Building Leases for Ninety-three Years from the Twenty-fourth of *June* One thousand eight hundred and fifty-two, at Rents amounting in the aggregate to Forty Pounds *per Annum*, of Five several Pieces or Parcels of Land or Ground situate and being in the Parish of *Saint John Hackney* aforesaid, and lying Westward of *Mare Street, Hackney*, aforesaid, whereby it was agreed that, after the said annual Rent of Forty Pounds has been reserved upon Leases of Houses to be erected upon the said Pieces or Parcels of Land, the said *James Kent Vote*, his Executors, Administrators, or Assigns, or his or their Appointee or Appointees, Nominee or Nominees, should be entitled to have Leases of the Remainder of the said Pieces or Parcels of Land granted to him or them at a Peppercorn Rent: The said annual Rent of Forty Pounds has been reserved upon Leases already granted:
- (6.) A Building Contract or Agreement, dated the Seventeenth of *August* One thousand eight hundred and fifty-two, made between the said Sir *William Fowle Fowle Middleton* Baronet of the one Part, and *Joseph Rogers* of the other Part, for granting Building Leases for Ninety-three Years from the Twenty-fourth of *June* One thousand eight hundred and fifty-two, at Rents amounting in the aggregate to One hundred and thirty-six Pounds Five Shillings *per Annum*, of Four several Pieces or Parcels of Ground situate and being in the said Parish of *St. John Hackney*, lying Westward of *Mare Street, Hackney*, aforesaid, whereby it was agreed that, after the said annual Rent of One hundred and thirty-six Pounds Five Shillings had been reserved upon Leases of Houses to be erected upon the said Pieces or Parcels of Land, the said *Joseph Rogers*, his Executors, Administrators, or Assigns, or his or their Appointee or Appointees, Nominee, or Nominees, should be entitled to have Leases of the Remainder of the said Pieces or Parcels of Land granted to him or them at a Peppercorn Rent: The said annual Rent of One hundred and thirty-six Pounds Five Shillings has been reserved upon Leases already

*Middleton's Estate.*

already granted: The said *Joseph Rogers* afterwards purchased of *Thomas Aggs*, the Person then entitled to have Leases granted to him or his Nominees of the Pieces or Parcels of Land contained in the Agreement with *James Kent Vote*, of all his Interest in One of the said Pieces of Land which is marked with the Letter A. upon the Plan annexed to the said Agreement, and the said *Thomas Aggs*, by Articles of Agreement dated the Eighth of *July* One thousand eight hundred and fifty-seven, endorsed upon the said Agreement with *James Kent Vote*, covenanted not to require Leases of the said Piece of Ground to be granted by the said *Sir William Fowle Fowle Middleton* to him or his Nominees, but that the same should be and was thereby taken out of the said Agreement: By Articles of Agreement dated the Ninth of *July* One thousand eight hundred and fifty-seven, endorsed on the before-mentioned Agreement with the said *Joseph Rogers* dated the Seventeenth of *August* One thousand eight hundred and fifty-two, the said *Sir William Fowle Fowle Middleton* agreed to grant Leases of the said Piece of Land marked A. on the Plan annexed to the said Agreement dated the Seventeenth of *August* One thousand eight hundred and fifty-two, and made between the said *Sir William Fowle Fowle Middleton* of the one Part, and the said *James Kent Vote* of the other Part, and which is marked B. upon the Plan annexed to the Agreement dated the Seventeenth of *August* One thousand eight hundred and fifty-two, with the said *Joseph Rogers*, to the said *Joseph Rogers*, his Executors, Administrators, or Assigns, or to such Person or Persons as he or they might appoint, upon the same Terms as the Leases to be granted of the Pieces or Parcels of Land comprised in the Agreement with the said *Joseph Rogers* of the Seventeenth of *August* One thousand eight hundred and fifty-two, upon which the said Articles of Agreement of the Ninth of *July* One thousand eight hundred and fifty-seven are endorsed:

- (7.) A Building Contract or Agreement, dated the Seventh of *August* One thousand eight hundred and fifty-six, made between the said *Sir William Fowle Fowle Middleton* of the one Part, and *George Clarkson* of the other Part, for granting Building Leases for Eighty Years from the Twenty-ninth of *September* One thousand eight hundred and fifty-six, at certain Rents amounting in the Year ending *Michaelmas Day* One thousand eight hundred and sixty to Two hundred Pounds, and for the Remainder of the said Term to the annual Rent of Two hundred and fifty Pounds, of certain Pieces or Parcels of Ground situate, lying, and being near *Bethnal Green* in the Parish of *Saint Matthew Bethnal Green* in the County of

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*Middlesex,*

*Middleton's Estate.*

*Middlesex*, whereby it was agreed that, after the said annual Rent of Two hundred and fifty Pounds had been reserved upon Leases of Houses to be erected upon the said Pieces or Parcels of Land, the said *George Clarkson*, his Executors, Administrators, or Assigns, or his or their Appointee or Appointees, Nominee or Nominees, should be entitled to have Leases of the Remainder of the said Pieces or Parcels of Land granted to him or them at a Peppercorn Rent: The said annual Rent of Two hundred and fifty Pounds has been reserved upon Leases already granted, except Four Pounds *per Annum*, the Lease to cover which Sum is ready to be taken up:

- (8.) A Building Contract or Agreement, dated the Eighth of *January* One thousand eight hundred and fifty-nine, made between the said Sir *William Fowle Fowle Middleton* of the one Part, and the said *George Clarkson* of the other Part, for granting Building Leases of certain Pieces or Parcels of Ground situate, lying, and being near *Richmond Road* in the said Parish of *Saint John at Hackney*, for Ninety-nine Years from the Twenty-fifth of *December* One thousand eight hundred and fifty-eight, at the following Rents, for the First Year Forty Pounds, for the Second Year Eighty Pounds, for the Third Year One hundred and twenty Pounds, for the Fourth Year One hundred and sixty Pounds, and for the Remainder of the Term the annual Rent of Two hundred Pounds, whereby it was agreed that the Fee of so much of the said Pieces or Parcels of Ground as should remain after the Ground Rent of Two hundred Pounds *per Annum* had been secured upon Leases of Houses to be erected upon the said Pieces or Parcels of Ground should be conveyed to the said *George Clarkson*: No Leases have been granted under this Agreement, but there are Houses built on the Land, of which the said *George Clarkson* requires Leases:
- (9.) An Agreement made in or about the Month of *June* One thousand eight hundred and fifty-nine by *George Pownall*, the Surveyor of the said Sir *William Fowle Fowle Middleton* Baronet, on behalf of the said Sir *William Fowle Fowle Middleton* Baronet, with the said *Joseph Rogers*, to let certain Land in *Mare Street* and *Church Path*, *Hackney*, aforesaid, upon Building Leases, for Eighty Years from the Twenty-fifth of *March* One thousand eight hundred and sixty, at the Rent of Seventy Pounds for the First Year of the Term, and the annual Rent of One hundred Pounds for the Remainder of the Term, and upon the usual Conditions upon which Land was agreed to be let by the said Sir *William Fowle Fowle Middleton* at *Hackney* and *Dalston*:

(10.) An

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*Middleton's Estate.*

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- (10.) An Agreement, dated the Sixth of *September* One thousand eight hundred and fifty-nine, made between the said Sir *William Fowle Fowle Middleton* Baronet of the one Part, and *Samuel Lee* of the other Part, for granting to the said *Samuel Lee* a Lease of a Plot or Parcel of Land situate in *Bishopgate Street Without*, for Eighty Years from the Twenty-fifth of *March* One thousand eight hundred and fifty-nine, at the annual Rent of One hundred and five Pounds, whereby the said *Samuel Lee* agreed to erect upon the said Plot of Land Two Houses: The Houses have been erected:
- (11.) An Agreement, dated the Twenty-seventh of *September* One thousand eight hundred and fifty-nine, made between the said Sir *William Fowle Fowle Middleton* of the one Part, and *Thomas Lilley* of the other Part, for granting to the said *Thomas Lilley* a Lease of a Plot or Parcel of Land in *Bishopgate Street Without* aforesaid, for Eighty Years from the Twenty-ninth of *September* One thousand eight hundred and fifty-nine, at the annual Rent of Thirty Pounds, whereby the said *Thomas Lilley* agreed to erect a House and Shop upon the said Piece of Land: The House and Shop have not yet been erected:
- (12.) An Agreement made in or about the Month of *January* One thousand eight hundred and sixty by the said *George Pownall*, on behalf of the said Sir *William Fowle Fowle Middleton* Baronet, with *Edward Dennis Hacon*, for granting to the said *Edward Dennis Hacon* a Lease of a Messuage and Premises in *Mare Street, Hackney*, aforesaid, for Twenty-one Years from the Twenty-fifth of *March* One thousand eight hundred and sixty, at the Rent of Seventy Pounds *per Annum*, upon the said *Edward Dennis Hacon* repairing the said Messuage and rebuilding the Stable thereto: The said *Edward Dennis Hacon* has commenced to repair the said Messuage:
- (13.) An Agreement made in or about the Month of *March* One thousand eight hundred and sixty by the said *George Pownall*, on behalf of the said Sir *William Fowle Fowle Middleton* Baronet, with the said *George Clarkson*, for the Sale to the said *George Clarkson* for the Price or Sum of One thousand Pounds of the Fee Simple of certain Messuages and Land at *Bethnal Green* in the County of *Middlesex*, to be completed at *Lady-Day* One thousand eight hundred and sixty, the said *George Clarkson* paying all Expenses; and the Certificate further states, that an Application ought to be made to Parliament for an Act authorizing the Trustees of the Will of the said Testator Sir *William Fowle Fowle Middleton* to carry into effect the said Contracts and Agreements:

And

*Middleton's Estate.*

Petition to  
Court for  
Leave to  
apply to  
Parliament,  
presented  
18th Dec.  
1860.

Order of  
Court, dated  
22d Dec.  
1860.

Appeal  
against  
Order, 18th  
Jan. 1861;  
and Order of  
Lords Jus-  
tices autho-  
rizing Appli-  
cation to  
Parliament.

And whereas on the Eighteenth of *December* One thousand eight hundred and sixty the Plaintiffs in the said Suit of "*Cust* versus *Middleton* and others" presented their Petition in the said Cause, which Petition prayed in Substance that in pursuance of the said Certificate made in the said Cause they might be at liberty to apply to Parliament for an Act authorizing them to carry into effect the Contracts and Agreements in the Certificate mentioned, and that it might be referred to Chambers to settle the Draft of a Bill for that Purpose: And whereas by an Order of the Vice-Chancellor *Stuart*, made on the Hearing of the said Petition, and dated the Twenty-second of *December* One thousand eight hundred and sixty, it was ordered that the said Petition should stand over, and should come on to be heard with the said Cause when the same should come on to be heard on further Consideration: And whereas the Plaintiffs appealed against the last-mentioned Order, and on the Hearing of such Appeal before the Lords Justices of Appeal in Chancery on the Eighteenth of *January* One thousand eight hundred and sixty-one their Lordships were pleased to order that the said Order, dated the Twenty-second of *December* One thousand eight hundred and sixty, shall be discharged, and it appearing to their Lordships that the Act passed in the Nineteenth and Twentieth Years of the Reign of Her Majesty Queen *Victoria*, intituled *An Act to facilitate Leases and Sales of Settled Estates*, could not safely be resorted to to carry into effect the Contracts made by the said Testator Sir *William Fowle Fowle Middleton* for granting Leases and for carrying into effect the Sales continued to be made by him, as mentioned in the said Chief Clerk's Certificate, their Lordships ordered that the said Petitioners should be at liberty to apply to Parliament for an Act authorizing them to carry into effect the Contracts and Agreements in the said Certificate mentioned, and that the Draft of a Bill for that Purpose should be settled by the Judge to whose Court the said Cause is attached: And whereas, in pursuance of the above-mentioned Order of the Lords Justices of Appeal in Chancery, dated the Eighteenth of *January* One thousand eight hundred and sixty-one, the Draft of the present Bill has been settled by his Honour the Vice-Chancellor Sir *John Stuart* in Chambers, and approved of by him as a proper Bill for the Purposes in the said Order mentioned, in testimony of which his Honour's Chief Clerk has affixed his Signature to the said Draft: And whereas it is desirable that the Trustees under the Will of the late Sir *William Fowle Fowle Middleton* should be empowered to give effect to the Contracts which at the Time of the Testator's Death affected his Estates in the County of *Middlesex* and in the City of *London*; but this cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects *John Francis Cust, Leopold Cust, and Horace Broke*



*Middleton's Estate.*

*Broke* most humbly beseech Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same :

1. That it shall be lawful for the said *John Francis Cust, Leopold Cust, and Horace Broke*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or for any Trustees who may hereafter be appointed in place either immediately or mediately of the said *John Francis Cust, Leopold Cust, and Horace Broke*, or any of them, either under the Powers contained in the Testator's Will or by the Court of Chancery, or for the Survivors or Survivor of any such Trustees, by any Deed or Deeds executed by them or him, to revoke, so far only as may be necessary for the Purposes herein-after mentioned, all the Uses and Trusts of the said Testator's Will, so far as the same affect any Parts of the Testator's Estates in *London* and *Middlesex* which the Testator was at the Time of his Death under Contract to lease or sell, and to limit and appoint, with regard to any Parts of the said Estates of which the Uses and Trusts shall have been so revoked, such new Uses as may be necessary or proper for giving effect to such Contracts respectively.

Trustees  
may give  
effect to  
Contracts.

2. Provided, That where any Contract which at the Time of the Testator's Death affected any Part of his Estates in *London* or *Middlesex* was conditional or otherwise so framed or made as to take effect only on the happening of some future Event, the preceding Powers shall not be exercisable until the Performance of the Condition or the happening of the Event.

Limitation  
in certain  
Cases ;

3. Provided, That every Deed of Revocation and new Appointment to be executed under the Powers hereof shall be previously approved by the Judge to whose Court the said Cause of "*Cust versus Middleton* and others" may be attached, such Approval to be given in the said Suit of "*Cust versus Middleton* and others" in the same Manner in every respect as if the Deeds so approved had been Deeds of Revocation and new Appointment under Powers for that Purpose contained in the Testator's Will.

but subject  
to Approval  
of Court.

4. That every Deed purporting to be in exercise of the Power herein-before contained, and approved of in manner aforesaid by the Court of Chancery, shall be deemed to be properly executed in pursuance of and to be a due Execution of the said Power.

Execution of  
Deeds.

5. That any Rent which may be reserved by any Deed executed under the Powers hereof shall be reserved to the Appointors, their

Application  
of Rents.

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Executors,

*Middleton's Estate.*

Executors, Administrators, and Assigns, and shall be held by such Appointors, and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, their or his Assigns, upon the Trusts and for the Intents and Purposes upon or for which the Rents and Profits of the Property appointed by the said Deed would under the Testator's Will have been held by the Trustees for the Time being thereof if no such Appointment had been made, and that every Covenant into which any Appointee may be required to enter shall be made with the Appointors, their Executors, Administrators, or Assigns.

Trusts of Will as to House in Grosvenor Place not to be revoked during Lifetime of Widow.

6. Provided, That nothing herein contained shall during the Life of the Testator's Widow, Dame *Anne Middleton*, authorize any Revocation of the Trusts in the said Will declared of the Leasehold House and Premises in *Grosvenor Place*, bequeathed by the said Testator to Dame *Anne Middleton* for Life, or shall in any way whatever affect or extend to that House.

General Saving of Rights.

7. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, or their Heirs, Executors, Administrators, Successors, and Assigns, save and except the said *Jane Anne Broke* and her Issue, the said *Frederica Mary Horatia Broke* and her Issue, the said *John Francis Cust* and his Issue, the said *Charles Robert Colvile* and his Issue, the said *Henry Edward Colvile* and his Issue, the said *Leopold Cust* and his Issue, the said *Horace Broke* and his Issue, and the said Sir *George Nathaniel Broke Middleton* Baronet and his Heirs, all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the Estates devised by the Will of the said Sir *William Fowle Fowle Middleton*, or any Part thereof, as they, he, or she would, could, or might have held or enjoyed if this Act had not been passed.

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

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

LONDON :

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