



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 6.

An Act to raise Money for the Purchase of the *Horsham* Estate in the County of *Kent*, now in Lease from the Warden and College of *All Souls, Oxford*, to the Right Honourable *George Francis Robert Lord Harris*, and of Lands intermixed therewith. [25th July 1864.]

WHEREAS the Right Honourable *George Lord Harris* by his last Will and Testament, dated the Eighth Day of *January* One thousand eight hundred and twenty-four, in the first place gave and devised all his Manors, Capital and other Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate whatsoever (both Freehold and Copyhold), which he, or any Person or Persons in trust for him, was or were seised of or entitled to, at Law or in Equity, or he had in anywise Power to dispose of or appoint by his said Will for any Estate or Interest whatsoever, in possession, reversion, remainder, or expectancy, (other than any Term for Years or other Chattel Interest,) with their respective Rights, Members, and Appurtenances, unto and to the Use of his Son *William George Harris* and Sir *George*
 [Private.] x x *Abercrombie*

Will of
 George Lord
 Harris, dated
 8th Jan.
 1824.

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Abercrombie Robinson Baronet, their Heirs and Assigns for ever, upon trust nevertheless, as soon as might be after his the said Testator's Decease, by such Deeds and Conveyances in the Law as Counsel should advise in that Behalf, to convey, settle, and assure all and every his said Freehold, Copyhold, and Real Estates, with their Rights, Members, and Appurtenances, so and in such Manner as that the same might go, remain, and continue to the Uses following, that is to say, to the Use and Intent that his Wife *Lady Harris*, and her Assigns, during her Life, might receive a yearly Rentcharge of One thousand Pounds, and that his Niece *Catherine*, the Daughter of his Brother *Michael John Harris*, and her Assigns, during her Life, might receive a yearly Rentcharge of One hundred Pounds, and that his Sister *Jane Morley*, and her Assigns, during her Life, might receive a yearly Rentcharge of Fifty Pounds, the same yearly Rentcharges of One thousand Pounds, One hundred Pounds, and Fifty Pounds respectively to be clear of all Deductions for Taxes or otherwise, and to be charged upon and issuing out of his said Manors and other Hereditaments, and to be payable half-yearly, and attended with a Power of Distress, as therein directed, and, subject and charged as therein-before and herein-before mentioned, to the Use of his eldest Son the said *William George Harris*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of *George Francis Robert Harris* (the eldest Son of the said *William George Harris*), and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *George Francis Robert Harris* successively, according to their respective Seniorities in Tail Male, with Remainder to the Use of *William Lushington Harris*, the Second Son of the said *William George Harris*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *William Lushington Harris* successively according to their respective Seniorities in Tail Male, with Remainder to the Use of each Son of the said *William George Harris* who should thereafter be born during the said Testator's Lifetime, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of such Son successively according to their respective Seniorities in Tail Male, so and in such Manner that every elder of the Sons of the said *William George Harris* to be thereafter born during Testator's Lifetime, and the First and other Sons of such elder Son, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of the same Sons of the said *William George Harris* and his and their First and other Sons respectively, and the Heirs Male of their respective Bodies, with Remainder to the Use of the Son and Sons of his said Son *William George Harris* who

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who should be born after the Testator's Decease, successively according to their respective Seniorities in Tail Male, with Remainders over; and the said Testator directed that in the said Settlement so to be made as aforesaid there should be inserted proper Limitations to Trustees to be named in such Settlement upon the usual Trusts for preserving the contingent Remainders to be thereby limited, and likewise several Powers, in the said Will specified, including a Power of Leasing, and a Power or Authority (in the usual Form) to enable the Releasees to Uses therein to be named, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent of any Tenant for Life in Possession, if of full Age, or otherwise of his, her, or their Guardian or Guardians, Husband or Husbands respectively, to make sale of or to exchange all or any of the said Estates, with the usual Power to give Receipts, and with a Direction that the Money to arise by or from such Sale, or to be received for Equality of Exchange, should be laid out in the Purchase of other Manors, Messuages, Lands, or Tenements in *England*, and that as well the Manors, Messuages, Lands, and Hereditaments so to be purchased as those to be received by way of Exchange should be respectively conveyed, settled, and assured to the same Uses and with the same Powers as should be thereby declared or expressed as to the Estates so to be sold or exchanged, and with the usual Direction that in the meantime the same Trust Monies should be invested in the Public Funds or in Government or Real Securities in the Names of the Trustees or Executors for the Time being, and that the Interest, Dividends, and annual Produce of the same Trust Monies, Stocks, Funds, and Securities should be paid to and received by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Estates so to be purchased as aforesaid, in case such Purchases were made, and that in such intended Settlement there should also be inserted proper and usual Clauses for the Appointment of a new Trustee or new Trustees in the Stead of any Trustee or Trustees who might die, or desire to be discharged, or decline or become incapable to act, and all such other proper Provisoos, Clauses, and Agreements for effectuating the Intention of his said Will as were usually inserted in Settlements of the like Nature, or as his said Trustees or Trustee should by their Counsel be advised were necessary or expedient in that Behalf; and the said Testator gave and bequeathed all his Money in the Public Funds, *India* Stock, and Bond Money in his Bankers Hands or Agents or elsewhere, Notes, Bonds, Bills, or other Securities for Money, and all and singular other his Personal Estate and Effects, of what Nature or Kind soever, and wheresoever, which he should die possessed of or be entitled to, and which was or were not thereby specifically

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cifically disposed of, and every Part thereof, unto his said Son *William George Harris* and the said *Sir George Abercrombie Robinson*, their Executors, Administrators, and Assigns, upon trust nevertheless, as soon as conveniently might be after his Decease, to sell, dispose of, call in, and absolutely convert into ready Money all his said Residuary Personal Estate and Effects so thereby bequeathed to them as aforesaid, and by and out of the Money to arise by or from such Sale, Disposition, Calling-in, and Conversion as aforesaid to pay his Debts, Legacies, Funeral and Testamentary Expenses, and to lay out and invest all the Surplus or Residue thereof from Time to Time in the Purchase or Purchases of any Manors, Messuages, Lands, or Hereditaments in Fee Simple, to be situate within or as near as might be to the said County of *Kent*, and also (if thought proper) of any Copyhold or Leasehold Lands or Tenements, if there should offer any such that might be convenient to be held and occupied therewith or with the Estates thereby devised; and the Testator directed that all and every the Manors, Messuages, Lands, and Hereditaments which should be so purchased should be effectually conveyed and settled and assured to such and the same Uses, and upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers and Provisions, as were therein-before directed to be limited, expressed, declared, and contained by and in the Settlement thereby directed to be made of his Real Estates therein-before devised, or such of them as at the Time or Times of making such Purchase or Purchases as aforesaid should be subsisting or capable of taking effect, or as near thereto as the Deaths of Parties and the Nature of such Copyhold and Leasehold Lands and Tenements (if any such should be purchased) would admit of, yet so as no such Leasehold might be made to vest absolutely and ultimately in any Son of any Person thereby directed to be made Tenant for Life unless or until such Son should attain the Age of Twenty-one Years, or die under that Age, leaving Issue Male living at his Decease or born in due Time after; and the Testator appointed his said Son *William George Harris* and the said *Sir Robert Abercrombie Robinson* Executors of his said Will; and the Testator declared that if the said Trustees in and by his said Will nominated and appointed, or any future Trustee, or Trustee to be appointed as therein-after was mentioned, should happen to die, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Trusts thereby in them reposed as aforesaid, before the same could be fully executed, performed, or discharged, then and in such Case, and when and so often as the same should happen, it should be lawful to and for the surviving or continuing Trustees or Trustee for the Time being, by any Deed

or

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or Deeds, Instrument or Instruments in Writing, duly executed, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and that when and so often as any new Trustee or Trustees should be nominated and appointed as aforesaid all the Trust Estates, Monies, and Premises which should then be vested in the Trustee or Trustees so desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely, or jointly with the other Trustee or Trustees of the same respectively, or the Heirs, Executors, or Administrators of the last surviving Trustee of the same respectively, (as the Case might be,) should with all convenient Speed be conveyed, assigned, and transferred in such Sort and Manner, and so as that the same should and might be legally and effectually vested in the new Trustee or Trustees, jointly with the surviving or continuing Trustee or Trustees, or solely, as the Case might require, upon the Trusts aforesaid, or such of them as should be subsisting, and that every such new Trustee should have such and the same Powers, Authorities, and Discretion whatsoever as if he had been originally appointed a Trustee in the said Will: And whereas by an Indenture dated the Eleventh Day of *October* One thousand eight hundred and twenty-five, and expressed to be made between *Robert Hinde* and *William Jordan* of the one Part, and the said *George Lord Harris* of the other Part, and by an Indenture dated the Twenty-first Day of *April* One thousand eight hundred and twenty-nine, and expressed to be made between *Daniel Jarvis* and *John Forster* of the one Part, and the said *George Lord Harris* of the other Part, in consideration of several Sums of Money expressed to be paid by the said *George Lord Harris* for the Purchase of the Hereditaments therein and hereinafter mentioned, all that the Manor or Farm of *Horsham* in the Parish of *Upchurch* in the County of *Kent*, with all Lands, Meadows, Pasture, Waifs, Rents, Services, and Appurtenances to the said Manor or Farm belonging, in the Parish of *Upchurch* aforesaid, in *Rainham*, *Newington*, *Halstow*, *Hartlip*, and *Bobbing Debtling*, or elsewhere (except the Pieces of Land following, *viz.*, Four Acres of Land (more or less) in the Field called *Dockers*, One Acre and a Half of Land (more or less) in the Field called *Long Croft*, One Acre and One Quarter of Land (more or less) in the Field called *Hychfield*, and One Quarter of Land (more or less) in the Field called *Fenshaw*, and Three Quarters of an Acre of Land (more or less) in the Field called *Crooked Oak*, or by whatsoever Name the same had been called or known, containing in all about Eight Acres (more or less), situate in *Upchurch* aforesaid, and were Parcel of the Possessions of the Warden and College of The Souls

Indentures,
dated 11th
Oct. 1825
and 21st
April 1829.

[Private.]

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of

Lord Harris' Estate Act, 1864.

of All Faithful People Deceased of *Oxford* (commonly called the Warden and College of *All Souls*), and theretofore demised by them with the said Manor or Farm of *Horsham* aforesaid, and also except all Woods, Underwoods, Timbers, Trees growing or that should grow on any of the said Premises or any Part thereof, with free Ingress, Egress, and Regress for the said Warden and College, their Successors and Assigns, to cut down and carry away the same as often as they should think fit, which excepted Premises were by a certain therein-before recited Indenture of Lease of the Third Day of *November* One thousand eight hundred and twenty-four excepted and reserved unto the said Warden and College and their Successors), and also all those Wood Grounds, Two in Number, called by the Name of *Crockham Park* and *Coney Heath*, containing by Estimation, Ten Acres (more or less), together with Three Shaws to the same belonging, situate in the Parish of *Upchurch* aforesaid, and also full Power to fell and carry away the Underwoods then growing, or during the Term by another therein-before recited Indenture of Lease of the Third Day of *November* One thousand eight hundred and twenty-four granted to be growing, in and upon the said Wood Ground and Shaws or any Part thereof, together with the Appurtenances, (except all Timber Trees of Oak, Ash, and Elm growing or to grow on the demised Premises or any Part thereof, with Liberty of Ingress, Egress, and Regress for cutting down and carrying away the same at all Times seasonable and convenient, which last excepted Premises were by the said last-mentioned Indenture of Lease of the Third of *November* One thousand eight hundred and twenty-four excepted and reserved to the said Warden and College and their Successors,) were assigned unto the said *George Lord Harris*, his Executors, Administrators, and Assigns, for the Residues then unexpired of Two several Terms of Twenty Years and Twenty Years from the Tenth Day of *October* One thousand eight hundred and twenty-four, created in the same several Premises respectively by the said Indentures of Lease dated respectively the Third Day of *November* One thousand eight hundred and twenty-four, subject to the Payment of the Rents and Reservations in and by the said Indentures of Lease respectively reserved and made payable, and to the Performance of the Covenants and Conditions therein respectively contained, and on the Lessees Part to be paid, done, and performed: And whereas the said *George Lord Harris* made Eleven Codicils to his said Will, none of which revoked or altered the said Will so far as the same is herein-before recited: And whereas the said *George Lord Harris*, by a Twelfth Codicil, dated the Second Day of *April* One thousand eight hundred and twenty-nine, to his said Will, confirmed his said Will in all respects, and all Codicils by him made, and declared that all and every the Real Estates purchased by

Eleven
Codicils to
Will of
*George Lord
Harris*.
Twelfth
Codicil to
thesaid Will,
dated 2d
April 1829.

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by him, or conveyed in trust for him, should pass under and by virtue of his said Will to the same or the like Uses as were by him devised of his Real Estates, and he thereby gave all such Estates as above mentioned, purchased since the Date of his Will, to such Uses accordingly: And whereas the said *George Lord Harris* died on the Nineteenth Day of *May* One thousand eight hundred and twenty-nine, and the said *William George Harris* thereupon became the Right Honourable *William George Lord Harris*, and the said Will and Codicils were proved by the said *William George Lord Harris* in the Prerogative Court of *Canterbury* on the Twenty-ninth Day of *June* One thousand eight hundred and twenty-nine: And whereas by an Indenture dated the Fifth Day of *March* One thousand eight hundred and thirty, and expressed to be made between the said *Sir George Abercrombie Robinson* of the one Part, and the said *William George Lord Harris* of the other Part, the said *Sir George Abercrombie Robinson* absolutely and irrevocably disclaimed all the Real and Personal Estate, Trusts, Powers, and Authorities whatsoever by the said Will and Codicils of the said *George Lord Harris* or any of them given, devised, or bequeathed to or reposed or vested in the said *William George Lord Harris* and *Sir George Abercrombie Robinson*: And whereas by an Indenture dated the Thirteenth Day of *June* One thousand eight hundred and thirty-one, and expressed to be made between the said *William George Lord Harris* of the First Part, *Christopher Hodgson* of the Second Part, and *John Burder* of the Third Part, the said *William George Lord Harris*, in pursuance and exercise of the Power to him for that Purpose given by the herein-before recited Will, as herein-before is mentioned, appointed the said *Christopher Hodgson* to be a Trustee in the Stead or Place of the said *Sir George Abercrombie Robinson* for all the Purposes for which the said *William George Lord Harris* and *Sir George Abercrombie Robinson* were appointed Trustees under the aforesaid Will and Codicils or any of them; and by the same Indenture the said *William George Lord Harris* assigned unto the said *John Burder*, his Executors, Administrators, and Assigns, (among other things,) the Residuary Personal Estate and Effects bequeathed by the herein-before recited Will to the said *William George Lord Harris* and *Sir George Abercrombie Robinson*, and which had not then been applied by the said *William George Lord Harris* in or towards Payment of the Debts, Legacies, and Funeral and Testamentary Expenses of the said Testator, to hold the same unto the said *John Burder*, his Executors, Administrators, and Assigns, upon trust and to the Intent that the said *John Burder* should forthwith assign the same unto the said *William George Lord Harris* and *Christopher Hodgson*, their Executors, Administrators, and Assigns upon and for

Indenture
dated 5th
March 1830.

Indenture
dated 13th
June 1831.

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Indenture
dated 14th
June 1831.

for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in and by the said herein-before recited Will and Codicil expressed and declared or referred to of or concerning the same respectively, and in the same Manner as if the said *Christopher Hodgson* had in and by the said Will been appointed a Trustee in the Place or Stead of the said *Sir George Abercrombie Robinson*; and by an Indenture dated the Fourteenth Day of *June* One thousand eight hundred and thirty-one, endorsed on the lastly herein-before recited Indenture, and expressed to be made between the said *John Burder* of the one Part, and the said *William George Lord Harris* and *Christopher Hodgson* of the other Part, in performance of the Trust reposed in him by the said lastly herein-before recited Indenture, the said *John Burder* assigned unto the said *William George Lord Harris* and *Christopher Hodgson*, their Executors, Administrators, and Assigns, the said Premises by the lastly herein-before recited Indenture expressed to be assigned as aforesaid, to hold the same to them, their Executors, Administrators, and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, in and by the herein-before recited Will and Codicils respectively expressed or declared of and concerning the same, or such of the same Trusts, Intents, Purposes, Powers, Provisoos, and Declarations as were then subsisting undetermined or capable of effect, as if the said *Christopher Hodgson* had been in and by the said Will appointed a Trustee in the Stead or Place of the said *Sir George Abercrombie Robinson*: And whereas by an Indenture of Release, dated the Seventeenth Day of *June* One thousand eight hundred and thirty-one, grounded on a Lease for a Year, and expressed to be made between the said *William George Lord Harris* of the First Part, the said *Christopher Hodgson* of the Second Part, the Right Honourable *Anne Carteret Dowager Lady Harris*, Widow, of the Third Part, the Honourable *Frances Phæbe Harris*, the Honourable *Sybella Mary Harris*, and the Honourable *Matilda Harris*, the Three unmarried Daughters of the said *George Lord Harris*, of the Fourth Part, *Francis Bradley* and *John Hodgson* of the Fifth Part, and *Thomas Douglas Hodgson* and the said *John Burder* of the Sixth Part, after reciting (among other things) in part to the Effect herein-before recited, and after reciting that the said *George Francis Robert Harris* and *William Lushington Thomas Harris*, in the herein-before recited Will called *William Lushington Harris*, were the only Sons of the said *William George Lord Harris* born in the Lifetime of the said *George Lord Harris*, and the said *William George Lord Harris* had had only One other Child, a Son, named *Robert Temple Harris* (now *Robert Temple Harris Temple*), born since the Decease of the said *George Lord Harris*, and that the said *Anne Carteret Lady Harris* had agreed to

accept

Indenture
of Release
dated 17th
June 1831.

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accept the Provision made for her in and by the said recited Will, as herein-before mentioned, in lieu and satisfaction of and for the Dower or Thirds and Free Bench to which she might be entitled out of or in any of the said Hereditaments devised by the said *George Lord Harris*, as therein and herein-before mentioned, it was witnessed, that in part Execution of the Trusts of the said Will of the said *George Lord Harris* and the said Twelfth Codicil thereto, and for settling and assuring the Freehold Hereditaments devised by the said Will and Twelfth Codicil respectively to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations therein-after limited, declared, and contained of or concerning the same, the said *William George Lord Harris* (with the Consent and Approbation of the said *Christopher Hodgson*) did bargain, sell, and release, and the said *Anne Carteret Lady Harris*, in order to release and discharge all the Hereditaments thereby released of and from her Right or Title to Dower or Thirds out of or in the same Premises, and the said *Anne Carteret Lady Harris, Frances Phœbe Harris, Sybella Mary Harris, and Matilda Harris*, in order to release and discharge the House called *Belmont Cottage*, and certain Premises by the said Will provided to be occupied therewith, of and from their Right and Title to the Occupation and Use of the same Premises, did, and each of them did, remise, release, and quit claim unto the said *Francis Bradley and John Hodgson*, and to their Heirs, the Manors, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments, and all and singular other the Premises (not being of Copyhold or Customary Tenure) in and by the herein-before recited Will of the said *George Lord Harris*, and the said Twelfth Codicil thereto, or either of them, devised, in the Manner therein and herein-before mentioned, to hold the same unto the said *Francis Bradley and John Hodgson* and their Heirs, to the Uses therein limited, for securing the Payment of the said Three several Annuities by the herein-before recited Will directed to be and by the said Indenture now in recital limited, and which have since determined by the Deaths of the said Annuitants, and subject thereto to the Use of the said *William George Lord Harris* and his Assigns for his Life without Impeachment of Waste, with Remainder to the Use of the said *Francis Bradley and John Hodgson* and their Heirs during the Life of the said *William George Lord Harris*, in trust for him and his Assigns, and to preserve contingent Remainders, with Remainder to the Use of the said *George Francis Robert Harris* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Bradley and John Hodgson* during the Life of the said *George Francis Robert Harris*, in trust for him and his Assigns, and to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *George Francis*

[*Private.*]

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Robert

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Robert Harris successively according to Seniority in Tail Male, with Remainder to the Use of the said *William Lushington Thomas Harris* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Bradley* and *John Hodgson* and their Heirs during the Life of the said *William Lushington Thomas Harris*, in trust for him and his Assigns, and to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *William Lushington Thomas Harris* successively according to Seniority in Tail Male, with Remainder to the Use of the said *Robert Temple Harris* in Tail Male, with Remainders over; and in the said Indenture now in recital were contained and limited (among other Powers) a Power of Leasing, and a Power for the said *Francis Bradley* and *John Hodgson* and the Survivor of them, and the Executors and Administrators of such Survivor, (with the Consent of any Person who for the Time being should be entitled to the First Estate for Life under the Limitations therein-before contained of and in the said Manors and other Hereditaments therein-before released, being of full Age, and, if a Female, being sole, or otherwise of his or her Guardian or Guardians or Husband respectively, to be testified as therein mentioned,) to dispose of and convey, either by way of absolute Sale or in Exchange for or in lieu of other Manors, Lands, or Hereditaments, to be situate in *England*, all or any Part of the said Manors and other Hereditaments therein-before released, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money or for such an Equivalent or Recompence in Manors, Lands, or Hereditaments as to them the said *Francis Bradley* and *John Hodgson*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable, and for the Purpose of effecting any such Sale or Exchange, but not for any other Purpose (with such Consent, and so testified as aforesaid), by any Deed or Instrument in Writing, sealed and delivered as therein mentioned, to revoke and determine all or any of the Uses, Trusts, Powers, and Provisoos therein-before limited and declared of and concerning the said Premises, and by the same or any other Deed or Instrument in Writing, to be so sealed, delivered, and attested as aforesaid, to limit, declare, direct, and appoint any Use or Uses, Estate or Estates, Trust or Trusts of the same Premises which it should be thought necessary or expedient to limit, declare, direct, or appoint in order to effectuate any such Sale or Exchange as aforesaid; and also upon any such Exchange as aforesaid to give or receive any Sum or Sums of Money by way of Equality of Exchange, and also upon Payment of the Money arising by the Sale of the said Premises, or to be received by way of Equality of Exchange, to sign and give Receipts for the same, and such Receipts should be sufficient Discharges to the Person or Persons to whom the same should be given for the Money therein respectively

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respectively acknowledged to be received, and such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, should not be answerable or accountable for any Loss, Misapplication, or Nonapplication, or be in anywise obliged or concerned to see the Application thereof; and it was by the same Indenture declared, that when all or any Part or Parts of the said Manors and other Hereditaments therein-before released should be sold for a valuable Consideration in Money, or any Money should be so received for Equality of Exchange as aforesaid, they the said *Francis Bradley* and *John Hodgson*, and the Survivor of them, and the Executors or Administrators of such Survivor, should, with all convenient Speed, lay out and invest the Money to arise by such Sale or Sales, or to be so received for Equality of Exchange as aforesaid, in the Purchase of other Manors, Lands, or Hereditaments in Fee Simple in Possession, to be situate somewhere in *England*, of a clear and indefeasible Estate of Inheritance, yet so as that every such Purchase should be made with the Consent of the Person who for the Time being should be entitled in possession to the said Manors and other Hereditaments thereby limited in strict Settlement, under the Limitations therein-before contained, or, if such Person should be under Age, with the Consent of his or her Guardian or Guardians, and if such Person should be a Female, then also with the Consent of her Husband, such Consent to be testified as therein mentioned, and should settle and assure as well the Lands and Hereditaments to be so purchased as the Manors, Lands, and Hereditaments to be vested in them in Exchange, as therein-before mentioned, to such and the same Uses, and upon such and the same Trusts, for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Conditions, and Agreements, as were in and by the Indenture now in recital limited, expressed, and declared of and concerning the Hereditaments therein-before released, which should have been so as aforesaid sold or exchanged, or as near thereto as the Deaths of Parties and other intervening Accidents would then admit of; and it was thereby also declared, that it should be lawful for the said *Francis Bradley* and *John Hodgson*, or the Survivor of them, or the Executors or Administrators of such Survivor, to raise and pay, by and out of the Monies to arise from any such Sale as aforesaid, or to be received for Equality of Exchange, as aforesaid, any Sum or Sums of Money which upon any Exchange to be made in exercise of the aforesaid Power in that Behalf should or might be payable by the Trustees or Trustee for the Time being acting in the Exercise of the same Power by way of Equality of Exchange, or to raise the same by Mortgage of any Part or Parts of the said Manors and other Hereditaments thereby released, or by Mortgage of the Hereditaments to be received by them or him in Exchange, as therein-before was mentioned, or any Part thereof; and in the same Indenture

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ture was also contained a Power or Proviso that if the said Trustees thereby nominated and appointed, or any of them, or any future Trustee or Trustees to be appointed as therein-after mentioned, should happen to die, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Trusts or Powers thereby in them reposed or to them given as aforesaid, before the said Trusts or Powers should be fully executed, performed, or discharged or become incapable of Effect, then and in such Case, and when and so often as the same should happen, it should be lawful for the surviving or continuing Trustees or Trustee for the Time being of the Trust Estates or Powers the Trustee or Trustees whereof should so die, or desire to be discharged, or refuse or decline or become incapable to act as aforesaid, or the Executors or Administrators of the last surviving or continuing Trustee thereof for the Time being, with the Consent in Writing of the Person who for the Time being should, under the Limitations therein-before contained, be entitled to the Receipt of the said Manors and other Hereditaments therein-before limited in strict Settlement, or if such Person should be under Age then with the Consent in Writing of his or her Guardian or Guardians, and if such Person should be a Female, then also with the Consent in Writing of her Husband, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered in the Presence of and to be attested by Two or more Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and that when and so often as any new Trustee or Trustees should be nominated and appointed as aforesaid, all the Trust Estates, Monies, and Premises, if any, which should be then vested in the Trustee or Trustees so desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely, or jointly with the other Trustee or Trustees of the same respectively, or in the surviving Trustee or Trustees of the same respectively, or in the Heirs, Executors, or Administrators of the last surviving Trustee of the same respectively, as the Case might be, should with all convenient Speed be conveyed, assigned, and transferred in such Sort and Manner and so as that the same should be legally and effectually vested in the surviving or continuing Trustee or Trustees of the same respectively and such new or other Trustee or Trustees, or if there should be no continuing Trustee or Trustees of the same respectively, then in such new Trustee or Trustees only, upon the same Trusts as were therein-before declared of and concerning the same respectively, or such of the same Trusts as should be then subsisting or capable of taking effect; and it was thereby declared, that the Trustee or Trustees so to be nominated, substituted, or
appointed

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appointed as aforesaid should and might in all things act and assist in the Management, carrying on, and Execution of the Trusts or Powers to which he or they should be so appointed, in conjunction with the other then surviving or continuing Trustee or Trustees of the same respectively, if there should be any such surviving or continuing Trustee or Trustees, and if not then by himself or themselves, as fully and effectually, and should and might have and exercise or join in exercising the same Powers of leasing and selling or exchanging, and other Power or Powers, Authority or Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by the Indenture now in recital nominated a Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively should be appointed Trustee or Trustees, and as the Trustee or Trustees named in the Indenture now in recital, his or their Heirs, Executors, or Administrators in or to whose Place such new Trustee or Trustees should respectively come or succeed, was or were enabled to do or could or might have done under and by virtue of the Indenture now in recital if then living and continuing to act in the Trusts or Powers thereby reposed in or limited or given to him or them: And whereas by an Indenture dated the Fourteenth Day of *March* One thousand eight hundred and forty-two, and expressed to be made between the said *William George Lord Harris* of the First Part, the said *Christopher Hodgson* of the Second Part, the said *George Francis Robert Harris* of the Third Part, and the said *John Burder* of the Fourth Part, after reciting in part to the Effect herein-before recited, and that the Debts, Funeral and Testamentary Expenses, of the said *George Lord Harris*, and pecuniary and specific Legacies bequeathed by his said herein-before recited Will and Codicils, had been paid, satisfied, or retained, and that the said *Christopher Hodgson* was desirous of being discharged from the Trusts reposed in him as a Trustee of the said Will and Codicils, and the said *William George Lord Harris*, as the continuing Trustee under the said Will, was desirous of appointing the said *George Francis Robert Harris* to be a Trustee in the Place of the said *Christopher Hodgson*, it was witnessed, that the said *William George Lord Harris*, in pursuance and in exercise and execution of the Power or Authority to him for that Purpose given by the said Will, did appoint the said *George Francis Robert Harris* to be a Trustee in the Place of the said *Christopher Hodgson*, for all the Purposes for which the said *Christopher Hodgson* was appointed a Trustee by the herein-before recited Indenture of the Thirteenth Day of *June* One thousand eight hundred and thirty-one, or for such and so many of the same Purposes as were subsisting undetermined or capable of taking effect; and by the said Indenture now in recital the said *William George Lord Harris* and *Christopher Hodgson* did assign unto the said *John Burder*, his Executors, Administrators, and Assigns,

Indenture
dated 14th
March 1842.

[*Private.*]

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all and singular the Chattels, Monies, and other the Residuary Personal Estate and Effects bequeathed by the said Will to the said *William George Lord Harris* and *Sir George Abercrombie Robinson*, and which at the Time of the Execution of the now-reciting Indenture were vested in the said *William George Lord Harris* and *Christopher Hodgson* as Trustees of the said Will and Codicils, to hold the same unto the said *John Burder*, his Executors, Administrators, and Assigns, upon trust to assign the same unto the said *William George Lord Harris* and *George Francis Robert Harris*, their Executors, Administrators, and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in and by the said recited Will and Codicils respectively expressed and declared of and concerning the same, or such of the same Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations, as were then subsisting undetermined or capable of taking effect, and as if the said *George Francis Robert Harris* had been appointed a Trustee in and by the said Will of the said *George Lord Harris* deceased; and by an Indenture dated the Fifteenth Day of *March* One thousand eight hundred and forty-two, endorsed on the lastly herein-before recited Indenture, and expressed to be made between the said *John Burder* of the one Part, and the said *William George Lord Harris* and *George Francis Robert Harris* of the other Part, the said *John Burder* assigned unto the said *William George Lord Harris* and *George Francis Robert Harris*, their Executors, Administrators, and Assigns, the said Premises comprised in the lastly herein-before recited Indenture, to hold the same unto the said *William George Lord Harris* and *George Francis Robert Harris*, their Executors, Administrators, and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in and by the said recited Will and Codicils respectively expressed or declared of or concerning the same, or such of the same Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations, as were then subsisting undetermined or capable of taking effect, and as if the said *George Francis Robert Harris* had been appointed a Trustee in and by the said recited Will: And whereas by an Indenture dated the Eighteenth Day of *January* One thousand eight hundred and forty-three, endorsed on the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, and expressed to be made between the said *Francis Bradley* of the First Part, the said *John Hodgson* of the Second Part, the said *Francis Bradley* and *John Hodgson* of the Third Part, the said *William George Lord Harris* of the Fourth Part, and *Stephen George Lushington* of the Fifth Part, after reciting that the said *Francis Bradley* and *John Hodgson*, in exercise of the Power given or limited to them by the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight

Indenture
dated 15th
March 1842.

Indenture
dated 18th
Jan. 1843.

Lord Harris' Estate Act, 1864.

eight hundred and thirty-one, had sold divers Parts of the Hereditaments comprised therein, and the Monies arising from such Sale had been invested in the Purchases of Three several Sums of New Three and a Half *per Centum* Bank Annuities, amounting to Seven thousand nine hundred and forty-two Pounds and Two Shillings like Annuities, and that since the Date and Execution of the said last-mentioned Indenture the Hereditaments comprised in the Second Schedule to the Indenture now in recital, with their Appurtenances, had been conveyed to the Uses of the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, such Hereditaments having been purchased with Part of the Residuary Personal Estate of the said *George Lord Harris*, who by his said Will directed such Residuary Personal Estate to be laid out in the Purchase of Hereditaments so to be settled as aforesaid, and that since the Date and Execution of the said last-mentioned Indenture the Hereditaments comprised in the Third Schedule to the Indenture now in recital had been conveyed to the Uses of the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one by the said *William George Lord Harris*, and *Thomas English Parish Harris* and *George Anstruther Harris*, the Co-heirs in Gavelkind of *Musgrave Alured Henry Harris*, who died seised thereof, but by whom the same Hereditaments had been purchased for and with the Monies of the said *George Lord Harris*; and reciting that the said *John Hodgson* was desirous of being discharged from the Trusts in him reposed by the said herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, and that the said *Francis Bradley* was desirous, with the Consent of the said *William George Lord Harris*, of appointing the said *Stephen George Lushington* to be a Trustee in the Stead of the said *John Hodgson*, for such of the Purposes for which the said *John Hodgson* was made a Trustee in and by the same Indenture as were remaining to be performed, and that it was intended that the said Sum of Seven thousand nine hundred and forty-two Pounds Two Shillings New Three and a Half *per Centum* Bank Annuities should be transferred into the Names of the said *Francis Bradley* and *Stephen George Lushington* immediately after the sealing and delivering of the Indenture now in recital; it was witnessed, that the said *Francis Bradley*, by virtue of the Power given to him under the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, and with the Consent of the said *William George Lord Harris* (testified as therein mentioned), did appoint the said *Stephen George Lushington* to be a Trustee in the Place of the said *John Hodgson*, for such of the Purposes for which the said *John Hodgson* was in and by the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one appointed a Trustee as then remained

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remained to be performed; and by the said Indenture now in recital the said *Francis Bradley* and *John Hodgson*, with the Approbation of the said *William George Lord Harris*, did release unto the said *Stephen George Lushington* the Manors, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, (except the Hereditaments mentioned in the First Schedule to the Indenture now in recital, which Schedule comprised all such of the Hereditaments conveyed by the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one as had been sold and conveyed in pursuance of the Power in that Behalf therein contained,) and also all the Messuages, Tenements, Lands, and Hereditaments comprised in the Second and Third Schedules to the said Indenture now in recital, which Schedules comprised all the Hereditaments which since the Date and Execution of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one had been conveyed to the Uses of the same Indenture, and all other the Freehold Lands, Tenements, and Hereditaments which immediately before the Execution of the Indenture now in recital were vested in the said *Francis Bradley* and *John Hodgson* as Trustees under the said herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, to hold the same unto the said *Stephen George Lushington* and his Heirs to the Use of the said *Francis Bradley* and *Stephen George Lushington*, their Heirs and Assigns, upon the Trusts by the said herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one declared concerning the Trust Estates and Premises whereof the said *Francis Bradley* and *John Hodgson* were by the same Indenture appointed Trustees, or such of the same Trusts as were subsisting or capable of taking effect, and so and in such Manner as if the Name of the said *Stephen George Lushington* as a Trustee had been inserted in the same Indenture instead of the Name of the said *John Hodgson*; and it was by the said Indenture now in recital declared, that the said *Francis Bradley* and *Stephen George Lushington*, their Executors, Administrators, and Assigns, should stand possessed of the said Sum of Seven thousand nine hundred and forty-two Pounds Two Shillings New Three and a Half *per Centum* Bank Annuities upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, upon, for, with, under, and subject to which the same ought to be held by virtue of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one: And whereas by an Indenture dated the Twentieth Day of *January* One thousand eight hundred and

forty-

Indenture
dated 20th
Jan. 1843.

Lord Harris' Estate Act, 1864.

forty-three, endorsed on the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, and expressed to be made between the said *Stephen George Lushington* of the First Part, the said *Francis Bradley* of the Second Part, the said *Stephen George Lushington* and *Francis Bradley* of the Third Part, the said *William George Lord Harris* of the Fourth Part, and *William Flemming Dick* of the Fifth Part, after reciting that the said *Francis Bradley* was desirous of being discharged from the Trusts in him reposed by the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, and that the said *Stephen George Lushington* was desirous, with the Consent of the said *William George Lord Harris*, of appointing the said *William Flemming Dick* to be a Trustee in the Place of the said *Francis Bradley*, for such of the Purposes for which the said *Francis Bradley* was made a Trustee in and by the said recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, as then remained to be performed, and that it was intended that the said Sum of Seven thousand nine hundred and forty-two Pounds Two Shillings New Three and a Half *per Centum* Bank Annuities should be transferred into the Names of the said *Stephen George Lushington* and *William Flemming Dick* immediately after the Execution of the Indenture now in recital, it was witnessed, that by virtue of the Power limited to the said *Stephen George Lushington* as the continuing Trustee under the said recited Indenture of the Thirteenth Day of *June* One thousand eight hundred and thirty-one, he the said *Stephen George Lushington*, with the Consent of the said *William George Lord Harris*, did appoint the said *William Flemming Dick* to be a Trustee in the Place of the said *Francis Bradley*, for such of the Purposes for which the said *Francis Bradley* was in and by the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one appointed a Trustee as then remained to be performed; and by the same Indenture the said *Francis Bradley* and *Stephen George Lushington* (with the Privity and Approbation of the said *William George Lord Harris*) did release unto the said *William Flemming Dick* and his Heirs the Manors, Messuages, Lands, and Hereditaments released in the lastly herein-before recited Indenture, to hold the same unto the said *William Flemming Dick* and his Heirs to the Use of the said *Stephen George Lushington* and *William Flemming Dick*, their Heirs and Assigns, upon the Trusts by the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one declared of and concerning the Trust Estate and Premises whereof the said *Francis Bradley* and *John Hodgson* were by the same Indenture appointed Trustees, or such of the same Trusts as were

[*Private.*]

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then subsisting and capable of taking effect; and it was by the same Indenture declared, that the said *Stephen George Lushington* and *William Flemming Dick*, their Executors, Administrators, and Assigns, should stand and be possessed of the said Sum of Seven thousand nine hundred and forty-two Pounds Two Shillings New Three and a Half *per Centum* Bank Annuities, when so transferred as aforesaid, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations upon, for, with, under, and subject to which the same Sum ought to be held under or by virtue of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one: And whereas the said Sum of Seven thousand nine hundred and forty-two Pounds Two Shillings New Three and a Half *per Centum* Bank Annuities was sold by the said *Stephen George Lushington* and *William Flemming Dick* shortly after the Date and Execution of the lastly herein-before recited Indenture, and produced the Sum of Eight thousand and twenty-one Pounds Ten Shillings and Sixpence, and the Sum of Seven thousand six hundred and fifty Pounds, Part thereof, was laid out by them in the Purchase of Lands, which were assured and limited to the subsisting Uses of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, and Three hundred and seventy-one Pounds Ten Shillings and Sixpence, Residue thereof, was applied towards Payment of the Costs of the Purchase: And whereas the said *William Lushington Thomas Harris* died on the Fourth Day of *November* One thousand eight hundred and forty, without having been married: And whereas the said *William George Lord Harris* died on the Thirtieth Day of *May* One thousand eight hundred and forty-five, and the said *George Francis Robert Harris* thereupon became the Right Honourable *George Francis Robert Lord Harris*: And whereas the said *Stephen George Lushington* died on the Fifteenth Day of *February* One thousand eight hundred and fifty-three: And whereas the said *William George Lord Harris* during his Life, and the said *George Francis Robert Lord Harris*, since his Death, have from Time to Time in the ordinary Course of Renewal surrendered the aforesaid Leases of the Third Day of *November* One thousand eight hundred and twenty-four, and the renewed Leases from Time to Time granted of the said Premises therein respectively comprised, and have paid the Fines and Expenses of and attendant upon such Renewals out of their own Monies respectively, and ultimately by an Indenture dated the Third Day of *November* One thousand eight hundred and fifty-six, and expressed to be made between the Reverend *Lewis Sneyd*, Master of Arts, Warden, and the said College of *All Souls, Oxford*, of the one Part, and the said *George Francis Robert Lord Harris* of the other Part, the said Warden and College did demise

Lease of
Horsham
Manor,
dated 3d
Nov. 1856.

Lord Harris' Estate Act, 1864.

demise unto the said *George Francis Robert Lord Harris* all that their Manor or Farm of *Horsham* in the Parish of *Upchurch* in the County of *Kent*, with all Lands, Meadows, Pastures, Wharfs, Rents, Services, with all the Appurtenances unto the said Manor or Farm belonging, in the Parish of *Upchurch* in the said County of *Kent*, in *Rainham, Newington, Halstow, Hartlip, Bobbing, Debtling*, or elsewhere (except and always reserved unto the said Warden and College and their Successors the several Pieces or Parcels of Land following, that was to say, Four Acres of Land in the Field commonly called *Dockers*, One and a Half Acre of Land in the Field commonly called *Long Croft*, One Acre and One Quarter of Land in the Field commonly called *Hychfield*, and One Quarter of Land in the Field commonly called *Fenshaw*, and Three Quarters of an Acre of Land in the Field commonly called *Crooked Oak*, or by whatever Name or Names the same were or had been called or known, containing by Estimation about Eight Acres (more or less), situate and being in *Upchurch* aforesaid, and were Parcel of the Lands and Possessions of the said Warden and College, and theretofore letten and demised by them the said Warden and College with the Manor or Farm of *Horsham* aforesaid, and also except and always reserved unto the said Warden and College and their Successors One Acre One Rood and Thirty Poles of the Premises therein-before described, which had been then recently sold to the *East Kent* Railway Company, and then formed Part of their Line of Railway, and also except all Woods, Underwoods, and Timber Trees then growing or that thereafter should grow in or upon any of the said demised Premises or any Part or Parcel thereof, with free Liberty of Ingress, Egress, and Regress for them and their Assigns to fell, cut down, and carry away the same as often as they should think convenient), to hold the same unto the said *George Francis Robert Lord Harris*, his Executors and Administrators, from the Tenth Day of *October* then last past for the Term of Twenty Years, at the Rents and under and subject to the Covenants and Conditions in the said Indenture now in recital reserved and contained, and on the Part of the said *George Francis Robert Lord Harris*, his Executors, Administrators, and Assigns, to be paid, performed, and observed; and by another Indenture dated the Third Day of *November* One thousand eight hundred and fifty-six, and expressed to be made between the said *Lewis Sneyd*, Master of Arts, Warden, and the said College of *All Souls, Oxford*, of the one Part, and the said *George Francis Robert Lord Harris* of the other Part, the said Warden and College did demise, grant, and to farm let unto the said *George Francis Robert Lord Harris* all those their Wood Grounds, Two in Number, commonly called by the Names of *Crockham Park* and *Coney Heath*, containing by Admeasurement Ten Acres (more or less), together with the Three Shaws to the same belonging lying and being in the Parish of *Upchurch* in the said County of *Kent*, and also

Lease of
Crockham
Park and
Coney
Heath, dated
3d Nov.
1856.

full

Lord Harris' Estate Act, 1864.

full Power and lawful Authority to fell and carry away the Underwoods then growing or at any Time during the Term thereunder granted to be growing and increasing in and upon the said Wood Grounds and Shaws, or any Part thereof, with all Ways, Easements, and Appurtenances thereto belonging or appertaining (except and always reserved unto the said Warden and College and their Successors all and all manner of Timber Trees of Oak, Ash, or Elm growing or to be growing in or upon the said demised Premises or any Part or Parcel thereof, with free Liberty of Ingress, Egress, and Regress for the felling, cutting down, and carrying away the same at all Times reasonable and convenient), to hold the same unto the said *George Francis Robert Lord Harris*, his Executors and Administrators, from the Tenth Day of *October* then last past, for the Term of Twenty Years, at the Rent and under and subject to the Covenants and Conditions therein reserved and contained, and on the Part of the said *George Francis Robert Lord Harris*, his Executors, Administrators, and Assigns, to be paid, performed, and observed: And whereas the said *George Francis Robert Lord Harris* has had Male Issue One Son only, *viz.*, *George Robert Canning Harris*, an Infant now of the Age of Thirteen Years: And whereas the Warden and College of *All Souls* aforesaid have agreed with the said *George Francis Robert Lord Harris* to accept Surrenders of the said Leases, and sell to him the Fee Simple of the said Premises comprised in the several herein-before recited Indentures of Lease respectively, upon the Terms of "The Universities and College Estates Act, 1858," and the said Warden and College are also willing to sell to him the Fee Simple of certain Lands in the Parishes of *Upchurch*, *Newington*, and *Lower Halstow* in the County of *Kent*, containing altogether about Twenty-eight Acres, which belong to the said Warden and College, and lie intermixed with the said Premises comprised in the said Indentures of Lease, and are convenient to be held therewith, upon the Terms of "The Universities and College Estates Act, 1858," and the said *George Francis Robert Lord Harris* is desirous of purchasing the said Premises upon the Account and for the Benefit of the Estate of the said *George Lord Harris*, but there are no Monies under the Trusts or Powers of the herein-before recited Will of the said *George Lord Harris*, or of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, applicable for such Purchases, and there is not in the said Will or Indenture any Power of raising Money for such Purchases: And whereas it is beneficial and desirable for the Estate of the said *George Lord Harris* and of the Persons interested therein that such Surrender and Purchases as aforesaid shall be made, and that Money shall be raised for the Purpose of such Purchases by Mortgage of the Premises; but the same cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal

Subject

Agreement
of All Souls
College to
sell Fee
Simple of
demised
Lands and
Lands inter-
mixed.

Lord Harris' Estate Act, 1864.

Subject *George Francis Robert Lord Harris* 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 Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. In all Documents, and in all legal and other Proceedings, this Act may be cited and referred to as "*Lord Harris' Estate Act, 1864.*" Short Title.

2. It shall be lawful for the said *George Francis Robert Lord Harris*, his Executors or Administrators, with the Concurrence of the Trustee or Trustees for the Time being of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, to surrender the whole or any Part of the said Premises comprised in the several herein-before recited Indentures of Lease of the Third Day of *November* One thousand eight hundred and fifty-six, and to purchase the Fee Simple in possession of the same Premises or of any Part or Parts thereof, with the Woods, Underwoods, and Timber Trees thereon, and of the said Lands containing about Twenty-eight Acres lying intermixed therewith as aforesaid, or of any Part or Parts thereof, and all Appurtenances thereto respectively, upon such Terms, in conformity with "*The Universities and College Estates Act, 1858,*" as the said *George Francis Robert Lord Harris*, his Executors or Administrators, with such Concurrence as aforesaid, and the Warden and College of *All Souls* aforesaid, have agreed on or may agree on, and to take a Conveyance of the same Premises to the Use of him the said *George Francis Robert Lord Harris*, his Executors or Administrators, and his or their Heirs, accordingly, and by a Mortgage or Mortgages of all or any of the same Premises, and also (if deemed expedient) of such annual Sum as may upon such Surrender be agreed to be paid by the said Warden and College to the said *George Francis Robert Lord Harris*, his Executors or Administrators, during the Residue then unexpired of the Terms of the said Leases, to raise such Sum or Sums of Money not exceeding altogether the aggregate of the Sum which shall be paid for the Purchase of the said Premises, and of the Costs of applying for and obtaining this Act, and of making and completing the aforesaid Surrender, Purchase, and Mortgage or Mortgages aforesaid, and at such Rate or Rates of Interest as the said *George Francis Robert Lord Harris*, his Executors or Administrators, with the Concurrence of the Trustee or Trustees for the Time being of the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, shall think fit, and for the Purpose of every or any such Mortgage the said *George Francis Robert Lord Harris*, his Executors or Administrators, with such Concurrence

Power to purchase the Premises comprised in the several recited Leases of the 3d Nov. 1856, and the Lands intermixed therewith, and to raise the Purchase Money and Costs by Mortgage.

Lord Harris' Estate Act, 1864.

as aforesaid, may assure or cause to be assured the said Premises (including the aforesaid annual Sum) or any of them, or any Part or Parts thereof respectively, to the Mortgagee or Mortgagees, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, or as he, she, or they shall direct, subject to a Proviso or Provisoes for Redemption of the same Premises, and the Reconveyance or Reassignment thereof to such of the Uses, upon such of the Trusts, and with, under, and subject to such of the Powers, Provisoes, Agreements, and Declarations by and in the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one declared, expressed, and contained of and concerning the said Premises expressed to be thereby released as aforesaid, as shall for the Time being be subsisting or capable of taking effect, but not so as to increase or multiply Charges or Powers of charging and as to the aforesaid annual Sum as nearly as the Nature thereof will admit; and it shall be lawful for the said *George Francis Robert Lord Harris*, his Executors or Administrators, with the Concurrence of the Trustee or Trustees for the Time being of the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, to give unto and vest in any Mortgagee or Mortgagees of the Property 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 be or become due or payable on his, her, or their Mortgage Security or Securities, or otherwise in relation thereto, including a Power to sell the mortgaged Property, with all Powers necessary or expedient to give full and complete Effect to such Power of Sale, as the said *George Francis Robert Lord Harris*, his Executors or Administrators, with such Concurrence as aforesaid, shall think reasonable, and he or they 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 Sessions 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 certain Powers now commonly inserted in Settlements, Mortgages, and Wills*; and every Mortgage made under the Authority of this Act shall, as to the Property therein comprised, take effect in priority to and shall overreach and have Precedence of all the Uses, Trusts, Powers, Provisoes, Agreements, and Declarations to which such Property is or shall be subject, in Equity or otherwise, under or by virtue of the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, or the said Will of the said *George Lord Harris*; and the Receipt of the said *George Francis Robert Lord Harris*, or other the Person or Persons herein-before authorized and empowered to make such Mortgage or Mortgages as aforesaid, shall be a
sufficient

Lord Harris' Estate Act, 1864.

sufficient Discharge for all Monies paid to him or them upon any Mortgage purporting to be made in pursuance of this Act; and the Person or Persons paying the same shall not be concerned to see to the Application thereof, nor to the Propriety of such Mortgage, or that no more Money is raised than ought to be raised under the Authority of this Act.

3. The said *George Francis Robert Lord Harris*, his Executors or Administrators, shall pay and apply the Monies which may be raised under the Authority of this Act in Payment of the Purchase Money of the said Premises which may be purchased as herein-before is expressed, and of the Costs of applying for and obtaining this Act, and of making and completing the Surrender, Purchase, and Mortgage or Mortgages aforesaid.

Monies raised under Authority of this Act to be applied in payment of Purchase Money and Costs.

4. It shall be lawful for the Trustee or Trustees for the Time being of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, at the Request of the said *George Francis Robert Lord Harris* during his Life, and after his Decease, during the Minority of the said *George Robert Canning Harris*, at the Discretion of the said Trustee or Trustees for the Time being, to mortgage all or any of the Hereditaments for the Time being subject to the subsisting Uses of the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, for the further or better securing the Payment of all or any of the Principal Monies and Interest herein-before authorized to be raised and secured, and for that Purpose to appoint the Hereditaments intended to be so mortgaged to the Mortgagee or Mortgagees thereof in Fee Simple or for any less Estate, and to vest in such Mortgagee or Mortgagees, 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 be or become due or payable on his, her, or their Mortgage Security or Securities, or otherwise in relation thereto, including a Power to sell the mortgaged Property, with all Powers necessary or expedient to give full and complete Effect to such Power of Sale as the said Trustee or Trustees, with such Consent or at such Discretion as aforesaid, shall think reasonable, and he or they shall have full Power to adopt or not 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 certain Powers now commonly inserted in Settlements, Mortgages, and Wills*; and every Mortgage made under the Authority of this Act shall, as to the Property therein comprised, take effect in priority to and shall overreach and have Precedence of all the

Power to Trustees of Settlement to mortgage settled Estates for securing Payment of Principal Monies, Interest, and Costs.

Lord Harris' Estate Act, 1864.

the Uses, Trusts, Powers, Provisions, Agreements, and Declarations to which such Property is or shall be subject, at Law or in Equity, under or by virtue of the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, or the said Will of the said *George Lord Harris*.

Rents of purchased Premises shall be received by the Person entitled to Rents of the settled Estates, who shall keep down the Interest on the Mortgage.

5. The Rents and Profits of the said Premises which shall be purchased as aforesaid and the aforesaid annual Sum shall (subject and without Prejudice to the said intended Mortgage or Mortgages thereof, and the Rights and Remedies under the same,) be received and taken by and belong beneficially to the said *George Francis Robert Lord Harris* or his Assigns, or other the Person or Persons who would for the Time being be entitled to the Receipt of the same Rents and Profits if the Fee Simple of the said Premises had been comprised in and assured and limited by the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, together with and as Part of the said Freehold Premises expressed to be thereby released as aforesaid; and the said *George Francis Robert Lord Harris* or his Assigns, or other the Person or Persons who shall for the Time being be entitled to the Receipt of the same Rents and Profits and annual Sum, shall pay and keep down the Interest on the Monies for the Time being owing on the said Mortgage or Mortgages.

One Year's Arrear of Interest only to be recovered after Death of Tenant for Life or Tenant in Tail dying under 21.

6. After the Decease of the said *George Francis Robert Lord Harris*, or of any other Person who shall be entitled to the Receipt of the Rents and Profits of the Property to be comprised in any Mortgage made in pursuance of this Act for the Life only of such Person, and after the Decease of any Person who shall be so entitled in Tail Male or in Tail, and who shall die under the Age of Twenty-one Years, no Person or Persons claiming under any Mortgage made in pursuance of this Act shall be entitled to recover as against the Property comprised in such Mortgage more than One Year's Arrear of Interest which may have accrued before such Decease, in respect of any Principal Sum secured by such Mortgage.

Representatives of Tenant for Life or Tenant in Tail dying under 21 to pay Proportion of Interest.

7. Provided always, That upon the Decease of the said *George Francis Robert Lord Harris*, or any other Person who shall be entitled to the Receipt of the Rents and Profits of the Property to be comprised in any Mortgage made in pursuance of this Act for the Life only of such Person, and after the Decease of any Person who shall be so entitled in Tail Male or in Tail, and who shall die under the Age of Twenty-one Years, the Heirs, Executors, or Administrators of the Tenant for Life or Tenant in Tail Male or in Tail who shall so die shall pay so much of the accruing Interest upon the Money secured by any such Mortgage, and not actually paid at the
Time

Lord Harris' Estate Act, 1864.

Time of the Decease of such Tenant for Life or Tenant in Tail Male or in Tail as shall be in proportion to the Time which such Person shall have lived of the current Period for the Payment of Interest.

8. Provided always, nevertheless, That so long as the said annual Sum which shall be agreed to be paid by the said Warden and College as aforesaid shall continue payable, such annual Sum alone shall be received by the said *George Francis Robert Lord Harris*, or other the Person or Persons entitled for the Time being as aforesaid, for his or their own Benefit, and the Surplus which, after keeping down the Interest of the Principal Mortgage Debt or Debts aforesaid, shall remain of the Rents and Profits of the said mortgaged Premises, shall either be paid and applied from Time to Time as the same shall accrue towards the Reduction of the said Principal Mortgage Debt or Debts, or shall be paid to the Trustee or Trustees for the Time being of the aforesaid Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, and be by him or them invested in his or their Name or Names in or upon any of the Public Stocks or Funds or Government Securities of the United Kingdom, or upon Real Securities in *England* or *Wales*, and accumulated in the way of Compound Interest by similarly investing the same and the resulting Income thereof, with Power for the said Trustee or Trustees to vary such Stocks, Funds, and Securities at his or their Discretion; and such original and accumulated Stocks, Funds, and Securities shall from Time to Time, or at any Time, as may be expedient, be converted into Money, and the Money produced thereby paid and applied in or towards Discharge of the said Principal Debt or Debts; or, if the same shall have been otherwise discharged, then such original and accumulated Stocks, Funds, and Securities, and the Dividends, Interest, and Income thereof, and the Monies to arise from the Conversion thereof, shall be held, paid, and applied upon the same Trusts, to the same Person or Persons, for the same Purposes, and in the same Manner upon, to, for, and in which the same respectively would have been payable or applicable if the said Stocks, Funds, and Securities had been purchased with Monies arising under the said Power of Sale in the herein-before recited Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one contained.

Surplus Rents of mortgaged Premises, after keeping down Interest, to be applied towards Reduction of Mortgage Debt.

9. Subject and without Prejudice to the Mortgage or Mortgages to be made as aforesaid, the Powers of Leasing and of Sale and Exchange and other Powers and Provisions in the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one contained, may be exercised with respect to the said

Powers of Leasing and of Sale and Exchange in Settlement of 17th June 1831 may be exercised

[*Private.*]

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Premises

Lord Harris' Estate Act, 1864.

with respect
to purchased
Premises.

Premises to be purchased as aforesaid, and also with respect to any other Hereditaments to be mortgaged as aforesaid, as well during the Continuance of such Mortgage or Mortgages as after the Discharge thereof, and if exercised during the Continuance of such Mortgage or Mortgages then either subject thereto respectively, or with the Concurrence of the Mortgagee or Mortgagees for the Time being, discharged therefrom, upon any Terms which may be agreed upon.

General
Saving.

10. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *George Francis Robert Lord Harris*, and the said *George Robert Canning Harris*, and the other Issue Male (if any) of the said *George Francis Robert Lord Harris*, and the said *Robert Temple Harris Temple* and his Issue Male, and all Persons to whom any Estate, Right, or Interest has been devised, assured, or limited, or shall have descended or devolved, or shall descend or devolve, under the said Will or Codicils of the said *George Lord Harris*, or the said Indenture of the Seventeenth Day of *June* One thousand eight hundred and thirty-one, or any Limitations therein respectively contained,) all such Estate, Right, Title, Interest, Claim, and Demand in and to the said Premises comprised in the herein-before recited Indentures of Lease of the Third Day of *November* One thousand eight hundred and fifty-six respectively, and in and to the Terms of Years thereby respectively granted, and in and to the Fee Simple and Reversion of the same Premises respectively, 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.

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

11. 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.

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