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aforesaid, to *John Hamp* then of *Catton* in the Parish of *Croxall* and County of *Derby*, but lately of *Overseal* in the County of *Leicester*, Esquire, now deceased, and the Testator's Relative *Thomas Pratt* of *Coventry*, Grocer, during the Life of *Sarah Bolt*, then the Wife of the Testator's Bailiff or Land Steward *James Bolt*, formerly *Sarah Robinson*, the Mother of Three of the Testator's natural Children, and since deceased, upon trust to permit her to receive the Rents and Profits thereof for her separate Benefit, and provided for her a Life Annuity of £80 a Year in addition to a Life Annuity of £20 a Year secured to her by the Testator's Bond, and provided Portions of £5,000 each for his natural Son *William Henry Hamp Robinson*, now often using the Surname of *Hamp* only, and for his natural Daughter *Frances Sarah Hamp Robinson*, now *Frances Sarah Fisher*, late the Wife and now the Widow of *James Fisher*, Gentleman, deceased, the said Portion of the said *Frances Sarah Fisher* being settled as therein expressed, and, subject to the said Disposition for Life of the said Cottage and about Twenty Acres of Land, devised all his Manors, Messuages, Farms, Lands, and Hereditaments situate in the several Parishes of *Bacton*, *Abbeydore*, *St. Margaret*, *Woolhope*, and *Walterstone*, in the County of *Hereford*, or elsewhere in the same County, with their respective Rights, Franchises, and Appurtenances, and also all his Manors, Messuages, Farms, Lands, and Hereditaments situate in the several Counties of *Gloucester*, *Leicester*, and *Derby*, or elsewhere in *England* or *Wales*, with their respective Rights, Franchises, and Appurtenances, including the Freehold Hereditaments called the *Murdy* (but in his said Will called the *Merdy*) which are referred to in his Will as contracted to be purchased, but which were in fact conveyed to him in his Lifetime for an Estate of or equivalent to an Estate in Fee Simple by an Indenture bearing Date the 20th Day of *October* 1838, and all other his Real Estate whatsoever and wheresoever (Mortgage and Trust Estates excepted), to the Use of the said *John Hamp* and *Thomas Pratt* for a Term of 500 Years from the Day of the Testator's Decease upon the Trusts and subject to the Provisions therein-after declared concerning the same, and from the Determination of the said Term and in the meantime subject thereto to the Use of the Testator's natural Son *John Hampden Hamp Robinson* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *James Bolt* and *John Pratt*, Slate Merchant, and their Heirs, during the Life of the said *John Hampden Hamp Robinson*, upon trust to preserve contingent Remainders, with Remainder to the Use of the first and every other Son of the Body of the said *John Hampden Hamp Robinson* severally, successively, and one after another, according to their respective Seniority and Priority of Birth, and the Heirs Male of the Body of every such Son, with Remainder to the Use

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Use of the said *William Henry Hamp Robinson* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *James Bolt* and *John Pratt* and their Heirs during the Life of the said *William Henry Hamp Robinson* in trust to preserve contingent Remainders, with Remainder to the Use of the first and other Sons of the said *William Henry Hamp Robinson* successively and one after another according to their respective Seniority and Priority of Birth, and the Heirs Male of the Body of every such Son, and with an ultimate Remainder to the Testator's own right Heirs for ever; and as to the said Term of 500 Years the Testator (if there should be a Deficiency of his Personal Estate for the Payment of his Debts and of the Legacies or Portions and Annuities thereby bequeathed) declared Trusts of the said Term for raising, by Sale or otherwise in manner therein mentioned, such Sum of Money as should be sufficient to make good such Deficiency, and for applying the same in Payment of the said Debts, Legacies, or Portions and Annuities in aid of his Personal Estate accordingly; but the Testator declared that when the Trusts of the said Term should have been performed or satisfied, or should have become unnecessary or incapable of taking effect, and the Trustees Costs and Charges should have been fully paid, the said Term of 500 Years in the Hereditaments comprised therein, or so much thereof as should remain unsold or undisposed of for the Purposes aforesaid, should cease; and the Testator empowered the Trustees or Trustee for the Time being of his Will during the Minority of either of his natural Sons the said *John Hampden Hamp Robinson* and *William Henry Hamp Robinson* beneficially entitled under the Limitations aforesaid to the Possession or Receipt of the Rents and Profits of his said Real Estate, or any Part thereof, or during so much of the Minority of any of the Issue so entitled as aforesaid of his said natural Sons respectively as should arise within Twenty-one Years of the Testator's Decease (subject and without Prejudice to the said Term of 500 Years), to enter into and to hold possession of his said Real Estate, or any Part thereof, and to receive the Rents and Profits thereof, and by and out of the same apply any annual Sum or Sums of Money, according to the Age or respective Ages of such Minor or Minors respectively, as his said Trustees or Trustee should think proper, for or towards the Maintenance and Education of such Minor or Minors respectively, and subject thereto to invest and accumulate the Surplus of the said Rents and Profits; and the Testator declared that at the End of each such respective Period of Accumulation, or sooner if the said Trustees or Trustee should think proper, they or he should call in and convert the said accumulated Fund into Money, and apply the same in discharge of any Principal Sums of Money which should then affect the said Lands, or any Part thereof,
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together with the Interest thereof, and should invest the rest of the said Trust Monies, if any, in the Purchase of Freehold Hereditaments in *England* or *Wales*, or Copyhold or Leasehold Hereditaments convenient to be held therewith, or with the Hereditaments thereby devised, or any of them, and should settle the Hereditaments so to be purchased to the Uses, and upon and subject to the Trusts of Accumulation and other Trusts, and with, under, and subject to the Powers, Provisoos, and Declarations, therein contained concerning the Hereditaments therein-before devised, or as near thereto as the Deaths of Parties and other intervening Circumstances would admit of; and the Testator declared that it should be lawful for the said *John Hampden Hamp Robinson* and *William Henry Hamp Robinson* respectively, at any Time or Times or from Time to Time either before or after they should respectively be in the actual Possession or in the Receipt of the Rents and Profits of the Testator's said Hereditaments under the Limitations therein-before contained (being of the Age of Twenty-one Years), by any Deed or Deeds, Instrument or Instruments, in Writing, attested by One or more than One Witness, or by Will, but subject to the said Term of 500 Years, and the Trusts thereof, and to the Uses and Estates antecedent to the Use of the Person making the Charge, and to the Powers annexed to such antecedent Uses and Estates, and to the Uses and Estates to be limited in exercise of the same Powers, to charge his (the said Testator's) Real Estate, or any Part thereof, with the Payment of any annual Sum not exceeding £300 as for or towards the Jointure of any Woman or Women whom his said natural Sons respectively might be about to marry or should have married, to be payable quarterly or half-yearly during her respective Life, clear of all Deductions for Taxes or on any other Account whatsoever, and to be either in bar of Dower and Freebench or otherwise, and to be issuing out of all or any Part of the said Testator's Hereditaments therein-before devised, with such Powers of Distress and Re-entry for securing and compelling Payment thereof as his said natural Son or Sons should deem proper, and also to limit and appoint the said Hereditaments, or Part thereof out of which the said Rentcharge should be limited to arise, to any Person or Persons for any Term or Terms of Years for the better securing the due Payment thereof respectively, but so that such Term or Terms should be made to cease on the Payment of the Rentcharge or respective Rentcharges thereby secured, and all Expenses occasioned by the Nonpayment thereof, yet nevertheless, and the said Testator thereby expressly declared, that no such Limitation or Appointment as aforesaid should take effect in possession unless or until the Person making the same, or some or One of his Issue, should become actually entitled to the Possession or to the Receipt of the Rents and Profits of the Testator's said Hereditaments therein-before devised under the Limitations therein-

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therein-before contained, and so also that the Testator's said Hereditaments should not at any One Time be charged with a larger yearly Sum in the whole than £500, and therefore if any subsequent Charge would increase the yearly Sum to more in the whole than £500, then such subsequent Charge should not take effect or should only partially take effect, as the Case might require, until the previous Charge or Charges should cease or be reduced; and the Testator also declared that it should be lawful for the said *John Hampden Hamp Robinson* and *William Henry Hamp Robinson* respectively, at any Time or from Time to Time when of Age, whether in possession or not (but subject as aforesaid), by any Deed or Deeds to be executed by them respectively in the Presence of and attested by One or more Witness or Witnesses, or by their respective last Wills and Testaments to be respectively legally executed and attested, to charge his said Hereditaments therein-before devised, or any Part thereof, with any Principal Sum of Money not exceeding £5,000 for the Portion or Portions of the Child or Children of their Bodies respectively other than and besides an eldest or only Son for the Time being who, under the Limitations therein-before contained, should be entitled to the said Hereditaments in Remainder immediately expectant on the Determination of the Estate of the Person making such Appointment, with Interest on the same Sum or Sums respectively at any Rate not exceeding the Sum of £5 for every £100 by the Year, such Portion or Portions to be vested in and payable to such Child or Children at such Age or Time or Ages or Times, and if more than One in such Shares, or to One or more exclusively of the other or others, and with such Limitations over in favour of any other or others of the said Children, and with such Provisions for Maintenance and Advancement of any such Child or Children, and generally in such Manner, as his said natural Sons respectively should direct or appoint, and also (but subject and without Prejudice as aforesaid) to appoint all or any Part of the Hereditaments so to be charged as last therein-before was mentioned to any Person or Persons for any Term or Terms of Years, without Impeachment of Waste, for raising and securing the Money so to be charged by the usual Ways and Means, but so that the Term or Terms of Years so to be appointed should be made to cease, or should be made redeemable on full Payment of the Money so to be charged, and the Interest thereof, and all Costs and Charges incident thereto, by the Person or Persons for the Time being entitled to the Freehold or Inheritance of the Premises so to be appointed, and he declared that the Hereditaments therein-before devised should not under the Power lastly therein-before contained be charged with a larger Sum than £8,000 and the Interest thereon at any One Time; and the Testator empowered the said *John Hampden Hamp Robinson* and *William Henry Hamp Robinson* respectively when Tenant for Life in Possession

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session and of Age, and the said *John Hamp* and *Thomas Pratt*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Person who by virtue of his Will should be entitled to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments in manner therein mentioned, to grant Occupation Leases for Twenty-one Years, and Building Leases for Ninety-nine Years, and also empowered the said *John Hamp* and *Thomas Pratt*, and the Survivor of them, his Executors or Administrators, by such Direction or at such Discretion as therein mentioned, to sell and exchange the said Hereditaments, and to enfranchise as therein mentioned; and the said Testator bequeathed all his Personal Estate to the said *John Hamp* and *Thomas Pratt* upon the Trusts for Sale, Conversion, and Investment therein mentioned, and for the Payment of his Funeral and Testamentary Expenses and Debts, and for paying or securing the said Legacies or Portions and Annuities, and as to all the Residue of his Personal Estate and the Investments thereof in trust for the said *John Hampden Hamp Robinson* absolutely if he attained his Age of Twenty-one Years, and by his said Will the said Testator appointed the said *John Hamp* and *Thomas Pratt* Executors thereof:

Codicil,
dated 26th
March 1849.

And whereas by a further Codicil dated the 26th Day of *March* 1849 the Testator did thereby revoke the Appointment of *Thomas Pratt* named in the said Will as One of his Executors, and also the Name of *Pratt* also named in the same Will as a Trustee (thereby referring to the said *John Pratt*), and confirmed the said *John Hamp* as an Executor of his said Will, and appointed in addition thereto *Francis Hamp Adams*, the Reverend *Charles Proberts*, and *Francis Hamp*, Son of the said *John Hamp*, to be Executors of his Will and Codicils, and bequeathed to the said *Francis Hamp Adams* all his Estate, Right, and Interest in Two Co-partnership Banking Firms at *Ross* and *Hereford* therein mentioned: And whereas shortly after the said Testator's Death his said Executors *Francis Hamp* and *Francis Hamp Adams* renounced Probate of his said Will and Codicils, and the said *Thomas Pratt* disclaimed all Estates thereby devised to him, but the said *John Hamp* and *Charles Proberts* on the 23rd Day of *April* 1850 (on the Renunciation of their said Co-Executors) proved the said Will and Codicils in the Prerogative Court of *Canterbury*: And whereas the said Bond referred to by the said Will was a Bond bearing Date the 24th Day of *October* 1839, whereby the said Testator became bound to the said *Sarah Bolt* (then *Sarah Robinson*) and the said *James Bolt* in the penal Sum of £500, with a Condition to avoid the same if the said Testator, his Heirs, Executors, or Administrators, should pay or cause to be paid to the said *Sarah Bolt* and *James Bolt* for the

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the sole and separate Use of the said *Sarah Bolt*, and her Receipt alone to be a Discharge for the same, during the Term of the natural Lives of the said *Sarah Bolt* and *James Bolt*, and after the Decease of the said *Sarah Bolt*, in case the said *James Bolt* should her survive, to and for the natural Life of the said *James Bolt*, his Executors, Administrators, and Assigns, One Annuity or clear yearly Sum of £20 by Four equal quarterly Payments on the 25th Day of *March*, the 25th Day of *June*, the 25th Day of *September*, and the 25th Day of *December* in each and every Year, without any Deduction, and should make the First Payment of the said Annuity on the 25th Day of *March* next ensuing the Day of the Date of the said Bond: And whereas the said *Sarah Bolt* departed this Life on the 1st Day of *October* 1850: And whereas the said *Mary Hamp* departed this Life on the 13th Day of *March* 1863 without having in any Manner disposed of or affected her Reversionary Estate or Interest under the said Will of the said Testator *Francis Hamp* in his Real Estates or any Part thereof, and intestate as to Real Estate, and leaving the said *John Hamp* her Cousin and Heir-at-Law, and also the Heir-at-Law of the said Testator *Francis Hamp*: And whereas the said *John Hampden Hamp Robinson* was in the Twenty-first Year of his Age at the Time of the Testator's Decease, having been born on or about the 1st Day of *November* 1828, and in consequence of his Minority the said *John Hamp* upon the Death of the Testator entered into the Receipt of the Rents and Profits of the Testator's Real Estates, and continued in the Receipt thereof until the said *John Hampden Hamp Robinson* attained his Age of Twenty-one Years, and applied some Part of the said Rents and Profits in or towards the Maintenance of the said *John Hampden Hamp Robinson* during his Minority, and invested the Surplus of the said Rents and Profits, except a small Portion of the Rents of the said *Pear Tree Cottage* and its Appurtenances and Twenty Acres of Land which was paid or accounted for in respect of the Life Interest therein of the said *Sarah Bolt*, and which said invested Surplus amounted to £768 8s. 4d., in the Purchase of £876 Bank £3 per Cent. Annuities in the Name of the said *John Hamp*, the Dividends whereon were paid to the said *John Hampden Hamp Robinson* from the Time when he came of Age till his Death: And whereas the said *John Hampden Hamp Robinson* attained his Age of Twenty-one Years on or about the 31st Day of *October* 1849, and thereafter till his Death was commonly known as and is herein-after referred to as *John Hampden Hamp*: And whereas from the Time of the said *John Hampden Hamp*'s attaining his Age of Twenty-one Years until his Death he, by himself or his Assigns or Mortgagees or Receivers duly appointed, was in possession or receipt of the Rents and Profits of all the said devised Estates:

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Indenture,
dated 31st
May 1852.

And whereas by an Indenture dated the 31st Day of *May* 1852, and made between the said *John Hampden Hamp* by the Surname of *Hamp Robinson* of the First Part, *Frances Hamp*, then *Frances Palmer*, of *Middleton* in the County of *Sussex*, Spinster, of the Second Part, *William Henry Turner*, then of the City of *Hereford*, Gentleman, and *John Bosley* of *Lyde* near *Hereford*, Gentleman, of the Third Part, and *Thomas Palmer*, then of *Middleton* afore-said, and afterwards of *Old Park Farm, Woollavington*, in the County of *Sussex*, Yeoman, and *Mary Ann Merrick* of the *High Street* in the City of *Hereford*, Widow, and Ironmonger, of the Fourth Part, and attested by One Witness (being One of Two Settlements made in contemplation of the Marriage which had been then agreed on and was shortly after solemnized between the said *John Hampden Hamp* and *Frances* afterwards his Wife and now his Widow), the said *John Hampden Hamp* (amongst other things) in exercise of the Powers given him by the said Will appointed to the said *Frances Hamp* after his Death, and during her Life in case the said Marriage took effect and she survived him, a clear Jointure Rentcharge of £300 to be issuing out of all the Hereditaments and Real Estate devised by the said Will, and payable quarterly on the Four usual Quarter Days, and the First Payment thereof was to be made on such of the said Days as should first happen after his Death, with Power of Distress if in arrear Fourteen Days, and Power of Entry if in arrear Twenty-one Days, and for better securing the same Rentcharge he appointed and demised the said devised Estates to the said *Thomas Palmer* and *Mary Ann Merrick*, their Executors, Administrators, and Assigns, for Five hundred Years, to be computed (if the Marriage took effect) from the Day of the Decease of the said *John Hampden Hamp*, without Impeachment of Waste, upon certain Trusts therein declared for authorizing the said *William Henry Turner* and *John Bosley*, and the Survivor of them, his Executors or Administrators, and their or his Assigns, to raise and pay the said yearly Rentcharge of £300, and all Costs, Charges, and Expenses which the said *Frances Hamp* or her Assigns or the Trustees or Trustee should sustain by reason of the Nonpayment thereof, with a Direction to the effect that the said *William Henry Turner* and *John Bosley* and the Survivor of them, his Executors or Administrators, and their or his Assigns, should pay the Surplus, if any, of the Money raised by any of the Means aforesaid to the Person or Persons next in remainder or reversion for the Time being immediately expectant on the Determination of the said Term of Five hundred Years, and it was provided that after the Decease of the said *Frances Hamp*, and full Payment to her Executors, Administrators, and Assigns, of the said yearly Rentcharge of £300, and all Arrears thereof, and of all Costs, Charges, and Expenses relating thereto, the said Term of

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500 Years should, subject and without Prejudice to any Disposition which should have been made of the Premises comprised therein, or any of them, for the Purposes aforesaid, absolutely cease and determine, and, after charging the said devised Estates (subject as aforesaid) with £5,000 as Portions for his younger Children, the said *John Hampden Hamp* appointed and demised the same Estates to the said *Thomas Palmer* and *Mary Ann Merrick*, their Executors, Administrators, and Assigns, for 1,000 Years, to be computed, if the Marriage took effect, from the Day of the said *John Hampden Hamp's* Decease, without Impeachment of Waste, upon the Trusts therein mentioned for raising the said Portions, and with a Proviso for the Cesser of the said Term of 1,000 Years in case the Trusts of the said Term should not arise or should become unnecessary or incapable of Effect, or should arise and be performed or satisfied, and the said *John Hampden Hamp* assigned unto the said *William Henry Turner* and *John Bosley*, their Executors, Administrators, and Assigns, all and every the Sum and Sums of Money, Stocks, Funds, and Securities, Chattels, Property, and Effects whatsoever to which the said *John Hampden Hamp* was entitled, or in which he was interested, out of or in the residuary Personal Estate and Effects, or Part of the residuary Personal Estate and Effects, late of the said *Francis Hamp* deceased, and bequeathed to or in trust for him the said *John Hampden Hamp* by the said Will of the said *Francis Hamp* deceased, and also all Monies or the Balance of all Monies which might become due or payable to the said *John Hampden Hamp* upon the Sale or other Disposition of any Part of the Estates or Property belonging to him theretofore conveyed, assigned, or charged by way of Security to any Person or Persons whomsoever if and when the same or any Part thereof should be sold or disposed of pursuant to any Trusts or Powers contained in any such Security or Securities, to hold and receive the same unto and by the said *William Henry Turner* and *John Bosley*, their Executors, Administrators, and Assigns, upon the Trusts and for the Purposes therein contained concerning the same, being Trusts after the Solemnization of the said Marriage for the Recovery and Investment of the same Monies and Effects as therein mentioned, and for the separate and inalienable Use of the said *Frances Hamp* during her Life, and after her Decease for the said *John Hampden Hamp* during his Life, and after the Decease of the Survivor of them for the Child if only One, and if more than One then for all the Children, of the said then intended Marriage, equally to be divided between them, if more than One, Share and Share alike as Tenants in common, to be a vested Interest or vested Interests in such of the same Children as should be a Son or Sons when and so often as he or they should attain his or their Age or respective Ages of Twenty-one Years, or die under that Age leaving lawful Issue living

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at his or their Death or respective Deaths, and in such of the same Children as should be a Daughter or Daughters when and as she or they respectively should attain the like Age or be married, which should first happen; and it was thereby declared that there should be Benefit of Survivorship and also of Accruer between or amongst the Children in the event of the Death of any One or more of them before acquiring a vested Interest, and such surviving or accruing Shares were to be vested at the respective Ages, Days, or Times therein-before appointed for the vesting of the original Share or Shares of the same Child or Children, with a Provision for Maintenance after the Decease of the said *John Hampden Hamp* and the said *Frances Hamp*, and a Provision for Advancement at any Time of the said Child or Children; and in case there should not be any Child or Children of the said intended Marriage, or being such if all of them should die without having acquired a vested Interest or vested Interests, and the said *Frances Hamp* should survive the said *John Hampden Hamp*, then in trust for the said *Frances Hamp*, her Executors, Administrators, and Assigns, absolutely; and the said Indenture of Settlement contained a Proviso to the effect that notwithstanding any of the Trusts therein-before declared concerning the Monies to arise from the Share and Interest thereby assigned of the said *John Hampden Hamp* of the residuary Personal Estate and Effects of the said *Francis Hamp* deceased, it should be lawful for the Trustees or Trustee for the Time being acting in the Execution of the aforesaid Trusts, at the Request and with the Consent of the said *John Hampden Hamp* and the said *Frances Hamp* during their joint Lives, or the Survivor of them during his or her Life, to apply and dispose of all or any Part of the said last-mentioned Monies, or the Stocks, Funds, or Securities in or upon which the same should be invested, in or towards Payment and Satisfaction of any Mortgage, Debt, Lien, or Charge affecting all or any Part of the Estates or Property of the said *John Hampden Hamp* in derogation of the several Trusts therein-before declared concerning the Monies, Stocks, Funds, or Securities which should be applied and appropriated as last mentioned:

Indenture,
dated 14th
June 1852.

And whereas by an Indenture dated the 14th Day of *June* 1852, and made between the said *John Hampden Hamp* using the Surname of *Hamp Robinson* of the First Part, the said *Frances Hamp*, then *Frances Palmer* Spinster, of the Second Part, and the said *William Henry Turner* and *John Bosley* of the Third Part, attested by One Witness (being the other of the said Two Settlements), the said *John Hampden Hamp* in exercise of the Power given him by the said Will appointed a Rentcharge of £300 to the said *Frances Hamp* during her Life, to commence from the Day of the Solemnization of their Marriage, and to be issuing out of the Lands and Real Estate devised

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devised by the Will of the said Testator *Francis Hamp*, and payable quarterly as therein mentioned, with certain Powers of Distress and Entry, and the said *John Hampden Hamp* appointed and demised the said devised Hereditaments unto the said *William Henry Turner* and *John Bosley*, if the said Marriage should take effect, for 500 Years from the Solemnization of their then intended Marriage, without Impeachment of Waste, upon the Trusts therein declared for securing the Payment of the said yearly Rentcharge of £300, and the Costs occasioned by the Nonpayment thereof or incident to the Performance of the said Trusts; and the same Indenture contained a Proviso for the Cesser of the same Term on the Satisfaction of the Purposes thereof, and also a Proviso that immediately after any Rentcharge appointed by the said *John Hampden Hamp* to the said *Frances Hamp* in exercise of the Power in that Behalf contained in the said Will by an Instrument executed by him before the Date of the Settlement now in recital should become payable, the Rentcharge thereby limited and appointed should cease and be no longer payable: And whereas the said *John Hampden Hamp* using the Surname of *Hamp Robinson* on the 14th Day of *June* 1852, and immediately after the Execution of the last-mentioned Settlement, intermarried with the said *Frances Palmer* Spinster, afterwards *Frances Hamp* or *Frances Hamp Robinson* his Wife and now his Widow: And whereas the said *Frances Hamp* alleges that there were afterwards Issue of the said Marriage Two Sons and no other Child born alive, (that is to say,) an elder Son *Francis* who was born in the Month of *April* 1857 and departed this Life in the Month of *August* in the same Year, and a Second Son *Horatio* who was born in the Month of *January* 1862: And whereas an Account of the Personal Estate of the said Testator *Francis Hamp* come to the Hands of the said *John Hamp* and *Charles Proberts*, his Executors, or either of them, or to the Hands of any other Person or Persons by their or either of their Order or for their or either of their Use, was settled between them and the said *John Hampden Hamp* in the Month of *January* 1855: And whereas the said *John Hampden Hamp* departed this Life on the 17th Day of *March* 1864 leaving the said *Frances Hamp* and the Infant *Horatio* so as aforesaid alleged to be a Son and the then only living Child of the said Marriage him surviving, but the said *William Henry Hamp Robinson* alleges that the said *Horatio* is not a Son of the said Marriage, and that no Child of the said Marriage was ever born alive except the said *Francis*, and in fact, unless the said *Horatio Hamp* is the legitimate Child of the said *John Hampden Hamp*, there never was any legitimate Child of the said *John Hampden Hamp* other than the said *Francis*, who was in fact born and departed this Life at the respective Times above mentioned to be alleged in that Behalf by the said

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Frances Hamp : And whereas the said *John Hamp* on the 29th Day of *April* 1864 filed his Bill of Complaint in the High Court of Chancery against the said *Horatio Hamp* and the said *William Henry Hamp Robinson*, stating among other things the said Will of the said Testator *Francis Hamp* and the said Settlement of the 31st Day of *May* 1852, and particularly the Jointure Rentcharge of £300 a Year thereby created, and the Trust Term of Five hundred Years thereby limited to the said *Thomas Palmer* and *Mary Ann Merrick* for securing the same, and that the said *Frances Hamp* had called on him to act in the Trusts of the said Will on the said *Horatio Hamp's* Behalf, while on the other hand the said *William Henry Hamp Robinson* alleged that the said *Horatio Hamp* was not the Child of the said *John Hampden Hamp*, and was either the illegitimate Offspring of the said *Frances Hamp* or otherwise a wholly supposititious Child, and praying a Declaration of the Court whether the said *Horatio Hamp* was entitled as Tenant in Tail Male or the said *William Henry Hamp Robinson* was entitled as Tenant for Life to the said devised Hereditaments, and for a Receiver of the Rents and Profits thereof until the Right and Title of the said Hereditaments should be determined, and to charge the Defendant *William Henry Hamp Robinson* with an Occupation Rent for the Lands in his Occupation, and in case the said *Horatio Hamp* should be declared to be Tenant in Tail Male of the said Hereditaments that the Trusts and Powers vested and reposed in the said *John Hamp* under the said Will might be executed and performed, and that the said Hereditaments might be managed and the Rents and Profits thereof received and applied during his Minority by and under the Direction of the said Court, and for general Relief :

Order of
Court, dated
22d June
1864.

And whereas by an Order of the said Court made by his Honour the Vice-Chancellor *Stuart* in Chambers in the Matter of *Horatio Hamp*, an Infant, and dated the 22nd Day of *June* 1864, the said *Frances Hamp* was appointed Guardian of the Person and Estates of the said *Horatio Hamp* during his Minority or until further Order : And whereas on the 27th Day of *July* 1864 the said *Horatio Hamp*, by and on the Oath of his said Guardian, put in his Answer in the said Suit, stating that he was born on the 17th Day of *January* 1862 at Number 89, *Hill Street, Birmingham*, and was one of the Children, and then the only surviving Son, of the said *John Hampden Hamp* :

Order, dated
1st Aug.
1864.

And whereas on the 1st Day of *August* 1864 an Order was made in the said Suit by his Honour the Vice-Chancellor *Stuart* on the Application of the said *Horatio Hamp* for the said *John Hamp* to transfer the said Sum of £876 Consolidated Bank Annuities into the Name of the Accountant General of the said Court in trust

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trust in the same Cause, and for the Investment and Accumulation of the Dividends thereof: And whereas on the 19th Day of *August* 1864 the said *William Henry Hamp Robinson* filed his Answer in the said Suit of "*Hamp v. Hamp*," stating his Belief that the Infant Plaintiff was not the Child of the said *John Hampden Hamp*, and was the illegitimate Offspring of the said *Frances Hamp*, and his own Intention to continue in the Occupation of the devised Estates of which he was Tenant to the Mortgagees of the said *John Hampden Hamp* during his Life, and to enter into the Receipt of the Rents and Profits of the other Portions of the said Estates, and to apply the same for his own Use and Benefit: And whereas on the 19th Day of *August* 1864 the said *John Hamp*, in obedience to the said Order of the 1st Day of *August* 1864, transferred the said £876 Consolidated Bank Annuities into the Name of the said Accountant General in trust in the said Cause, and the Dividends thereon have since been invested and accumulated: And whereas in the same Month of *November* 1864 the said *John Hamp* amended his said Bill as to the said Bank Annuities, and praying that the Rights and Interests of all Parties in the same Bank Annuities and in the said devised Estates might be determined by the said Court: And whereas on the said Cause of *Hamp v. Hamp* coming on to be heard before the Right Honourable the Master of the Rolls, and at the Request of the Counsel for the said *Horatio Hamp*, his Honour on the 20th Day of *March* 1865 ordered that the following Question of Fact should be tried before his Honour on *Friday* the 26th Day of *May* 1865 by a Special Jury of the County of *Middlesex*, (that is to say,) whether the Infant Defendant *Horatio Hamp*, who was born on the 17th Day of *January* 1862 of *Frances* then the Wife and at the Date of such Order the Widow of *John Hampden Hamp Robinson* deceased, in the Pleadings named, was the lawful Child of the said *John Hampden Hamp Robinson*, and it was ordered that the Affirmative of the said Question should be maintained by the Infant, and that the Negative of the said Question should be maintained by the Defendant *William Henry Hamp Robinson*, and that the said *John Hamp* should be at liberty to attend the said Trial by Counsel, and watch the Proceedings thereof, and that the further Hearing of the said Cause should stand over until after the said Trial: And whereas the said *William Henry Hamp Robinson* having appealed against the said Order of the 20th Day of *March* 1865, the Right Honourable the Lords Justices of the Court of Appeal in Chancery on the 10th Day of *May* 1865 were pleased to discharge the said Order of 20th Day of *March* 1865 without Prejudice to any Question, and directed that the said *Horatio Hamp* should be at liberty to file a Bill in the said Court with reference to the Subject Matter of the said Suit:

[*Private.*]

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And

Hamp's Estate Act, 1868.

Bill of Com-
plaint, dated
21st May
1865.

And whereas the said *Frances Hamp* and the said *Horatio Hamp* by the said *Frances Hamp* as his next Friend on the 31st Day of *May* 1865 filed their Bill of Complaint in the High Court of Chancery, which was amended and re-amended, and as re-amended was against the said *William Henry Hamp Robinson, John Hamp, William Henry Turner, John Bosley, Thomas Palmer, Mary Ann Merrick, and Charles Proberts* as Defendants thereto, and by the said amended Bill, after stating (among other things) substantially to the effect of the foregoing Recitals, and making among others certain further Statements respecting the Receipt of the Rents and Profits of the said devised Hereditaments, and respecting certain alleged Defaults in the Payment of the said yearly Rentcharge of £300 under the said Settlement of the 14th Day of *June* 1852, and a Statement that the said *William Henry Hamp Robinson* had ever since the Death of the said *John Hampden Hamp* continued and then was in possession of a House and Farm called the *Grange Farm* without paying any Rent for the same, and divers Charges respecting an alleged forcible Entry and felling of Timber by the said *William Henry Hamp Robinson*, and other Charges, it was prayed, (1.) That an Account might be taken of the said Testator's Personal Estate and Effects possessed or received by the said *John Hamp* and *Charles Proberts*, or either of them, or any Person or Persons by their or his Order, or for their or his Use, and the usual Accounts of the said Testator's Funeral and Testamentary Expenses and Debts, and the Legacies and Annuities bequeathed by his said Will and Codicils; (2.) That the clear Residue of the Testator's Personal Estate and Effects might be ascertained and secured for the Benefit of the said *Frances Hamp* during her Life, and then for the Infant Plaintiff *Horatio Hamp* as her only surviving Child by the said *John Hampden Hamp* her late Husband, deceased, or, if the said *Horatio Hamp* should not live to attain the Age of Twenty-one Years, for the absolute Benefit of the said *Frances Hamp* under the Trusts of her said Marriage Settlement of the 31st Day of *May* 1852; (3.) That an Account might be taken of what was due and owing to the said *Frances Hamp* in respect of her Life Estate and Interest in the Real and Personal Property under the said Settlement of the 31st Day of *May* 1852, and, if necessary and proper, in respect of her said yearly Rentcharge of £300 under the said Settlement of the 14th Day of *June* 1852 from the Time of her said Marriage, or at all events from the Foot of certain alleged Accounts in *January* 1856 in the said Bill referred to, and during her Coverture, and in respect of her Rentcharge of £300 under the former Settlement since her said late Husband's Death to the then present Time; (4.) That what should be found due on taking the said Account might be paid to the Plaintiff *Frances Hamp* by the Defendants thereto, or some of them, or in
such

Hamp's Estate Act, 1868.

such other Manner as might be just; (5.) That an Account might be taken of the Rents and Profits which accrued due after the Death of the said Testator, and before the said *John Hampden Hamp* attained his Age of Twenty-one Years, and were received by the said *John Hamp*, or by any Person or Persons, by his Order or for his Use, in respect of the Hereditaments devised by the said Testator to the said *John Hampden Hamp* as Tenant for Life, with Remainder to his First and other Sons in Tail Male, and an Account of all Money paid or allowed by the said *John Hamp* out of the same Rents and Profits for the Maintenance of the said *John Hampden Hamp* during his Minority; (6.) That the clear Residue of the said Rents and Profits, after deducting the said Maintenance Money, might be ascertained and secured for the Benefit of the said *Frances Hamp* as Owner of the said Jointure Rentcharge, and subject thereto for the Benefit of the Infant Plaintiff as Tenant in Tail Male in possession under the said Will, with such Remainders over as in the said Will limited; (7.) That an Account might be taken of the Dividends, Interest, and yearly Income of the Stocks, Funds, and Securities in or upon which the said residuary Rents and Profits were or had from Time to Time been invested; (8.) That what should be found due on taking the last-mentioned Account might be paid, applied, or secured to or for the Plaintiffs respectively according to their respective Interests therein; (9.) That an Account might be taken of the Rents and Profits which had accrued due since the Death of the said *John Hampden Hamp*, and had been received by the said *William Henry Hamp Robinson, John Hamp, William Henry Turner, John Bosley, Thomas Palmer, and Mary Ann Merrick* respectively, or by any Persons or Person by the Order or for the Use of the same Defendants or any of them; (10.) That out of the Rents and Profits of the said devised Hereditaments accrued due since the Death of the said *John Hampden Hamp*, and thereafter to accrue due, the said *Frances Hamp's* said Jointure Rentcharge might be regularly paid to her during her Life, and a proper Allowance made for the past and future Maintenance and Education of the said *Horatio Hamp* during his Minority; (11.) That the clear Residue of the said Rents and Profits since the Death of the said *John Hampden Hamp* and during the Minority of the said *Horatio Hamp*, after deducting the said Jointure Rentcharge and Allowance for Maintenance, might be ascertained and secured upon and for the Trusts and Purposes in that Behalf declared by the said Will; (12.) That some proper Person or Persons might be appointed to receive the Rents and Profits of the said devised Hereditaments during the Minority of the said *Horatio Hamp*; (13.) That the said *William Henry Hamp Robinson* might deliver Possession to the said Receiver or Receivers, or One of them, of *Bacton Villa* aforesaid and

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and the said *Upper Grange Farm*, and all other Parts, if any, of the said devised Hereditaments then in his Occupation; (14.) That the said *William Henry Hamp Robinson* might be charged with and compelled to pay a fair and proper Occupation Rent for so much of the said devised Hereditaments as had from Time to Time been in his Occupation since the Death of the said *John Hampden Hamp*, and during the said *William Henry Hamp Robinson's* Occupation thereof; (15.) That in the meantime, if necessary, the said *William Henry Hamp Robinson*, his Agents, Servants, and Workmen, might be restrained by Injunction from receiving the Rents, Timber, Money, and Profits of the said devised Hereditaments, or any Part thereof, and from carrying away or removing from the said devised Hereditaments any Timber or Timber-like Trees already felled by him, or any Person or Persons by his Order or for his Use, or the Bark of any Oak Trees then or then lately standing or growing on the said devised Hereditaments, or any Part thereof, and from felling or barking any Trees then standing or growing in or upon the said devised Hereditaments, and from selling the said Trees or any of them, or the said Bark or any Part thereof, and from committing any other Spoil or Destruction on the said devised Hereditaments or any Part thereof; (16.) That the Trusts and Powers of the said Will and Marriage Settlements so far as the same were still in force might be carried into effect under the Direction of the Court; (17.) That for the Purposes aforesaid all necessary and proper Accounts, Inquiries, and Directions might be taken, made, and given; and (18.) for further Relief: And whereas the said *William Henry Hamp Robinson* has never had a Son:

Will of J. H.
Hamp, dated
21st Nov.
1863.

And whereas the said *John Hampden Hamp*, by the Name of *John Hampden Hamp Robinson*, duly made his last Will dated the 21st Day of *November* 1863, and thereby appointed the said *Frances Hamp* his sole Executrix, and devised and bequeathed to her all his Property of every Kind for her own absolute Use: And whereas the said *Frances Hamp* duly proved the said Will in the Principal Registry of the Queen's Court of Probate on the 27th Day of *July* 1865; and she is now his sole legal Personal Representative:

Order, dated
9th Aug.
1865.

And whereas by an Order made by the Right Honourable the Master of the Rolls in the said Suit of "*Hamp v. Robinson*" on the 9th Day of *August* 1865 a Receiver of the Rents and Profits of the Real Estate of the said Testator *Francis Hamp* was appointed, with the usual Directions, and he was to pay the Balances to be certified to be due from him into the Bank with the Privity of the Accountant General to the Credit of "*Hamp v. Robinson, 1865.—H.—148,*" and it was ordered that such Balances when so paid
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in should be invested in Bank £3 *per Cent.* Annuities in the Name of the Accountant General on the like Credit, and that the Interest to accrue due thereon and all Accumulations of Interest should be invested in like Manner :

And whereas by a Decree or Decretal Order made by the Right Honourable the Master of the Rolls in the last-mentioned Suit on the 17th Day of *July* 1866 his Lordship being desirous of having the following Question of Fact in the said Cause decided by a Jury, that was to say, whether the said *Horatio Hamp* was a Son of *John Hampden Hamp Robinson* in the Bill named (herein called *John Hampden Hamp*), did order that for that Purpose a Writ of Summons should be sued out of Her Majesty's Court of Common Pleas by the said *Horatio Hamp* against the said *William Henry Hamp Robinson* pursuant to the Provisions of the 8th and 9th *Victoria*, Chapter 109, and it was ordered that the Parties should proceed to Trial under the said Writ of Summons in the said Court of Common Pleas in *Middlesex* in the Sittings after *Michaelmas* Term then next, or at such other Time as the Lord Chief Justice of that Court should think fit to appoint, and it was ordered that such Trial should be before a Special Jury, and it was ordered that the said *John Hamp* should be at liberty to attend the said Trial, by his Counsel, to watch the Proceedings, and the Receiver was continued, and further Consideration was adjourned : And whereas the said Question of Fact was brought to Trial before a Special Jury on the 7th Day of *February* 1867 according to the last-mentioned Order, and such Trial lasted for Eight Days, but the Jury were unable to agree upon a Verdict, and were consequently discharged : And whereas at the Date of the Order next mentioned the only Funds in Court in the Suit of *Hamp v. Hamp* were the said Sum of £376 Bank £3 *per Cent.* Annuities, and the Sum of £64 9s. 11d. Cash arisen from Dividends thereon, and the only Fund in Court in the Suit of *Hamp v. Robinson* was a Sum of £1,945 14s. 10d., being the Balance of the Rents paid into Court by the Receiver after Payment, in pursuance of an Order made in the last-mentioned Suit and dated the 27th Day of *May* 1867, of the Sum of £476 6s. 1d., the assessed Amount of Legacy Duty on the Rentcharge of £300 payable to the said *Frances Hamp* in pursuance of the said Indenture of the 14th Day of *June* 1852 :

Decree,
dated 17th
July 1866.

And whereas by an Order made in the last-mentioned Suit on the 3rd Day of *July* 1867 it was, without Prejudice to the Questions in Issue in the same Suit and the Rights of the Parties, ordered that one Moiety of the said Fund in Court in the said Suit of *Hamp v. Robinson* should be paid to the Solicitor for the Plaintiffs in the same Suit on account of their Costs of the Suit and the Trial of the Issue directed by the said Decree of the 17th Day of *July* 1866, and

Order, dated
3rd July
1867.

[*Private.*]

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that

Hamp's Estate Act, 1868.

that the other Moiety should be paid to the Solicitor of the said *William Henry Hamp Robinson* on account of his like Costs :

Order, dated
8th Aug.
1867.

And whereas by an Order in the said Two Suits made by the Master of the Rolls on the 8th Day of *August* 1867 the Judge being of opinion that the Compromise of those Causes was for the Benefit of the Infant *Horatio Hamp*, it was ordered that those Causes and all Matters in question therein should be compromised on the following Terms ; that was to say, (1.) That the said *Frances Hamp* should waive all Claims to the Real Estate of the Testator *Francis Hamp* and to Arrears of her Annuity of £300, but should be entitled to continue to receive Payment thereof out of the Income of the said Testator's Real Estate from the 24th Day of *June* 1867 (to which Date the same had been already paid) up to the 29th Day of *September* 1868 ; (2.) That the Suit of *Hamp v. Robinson* should be continued so far as was necessary for the Purpose of taking the Accounts of the Testator's Personal Estate from the Foot of those settled in the Month of *January* 1855, and completing the Administration of the said Personal Estate and paying the Costs of such Administration, and that in such Administration the Trusts of the Indenture of Settlement of the 31st Day of *May* 1852 set forth in the Eighth Paragraph of the Bill in *Hamp v. Robinson* should be administered upon the Basis of the Legitimacy of the Infant *Horatio Hamp*, and of his being the only surviving Child of the Marriage of the said *John Hampden Hamp*, in the same Order called *Hamp Robinson and Frances Hamp* ; (3.) That in administering the said Testator's Personal Estate due Provision should be made for Payment of the Costs of the Suit of *Hamp v. Robinson* so far as related to the Personal Estate and of the Annuity of £20 to which *James Bolt* was entitled for his Life ; (4.) That the Income of the Real Estate accrued since the Death of *John Hampden Hamp Robinson*, and accruing up to the 29th Day of *September* 1868 (including the Rent referred to in the 14th Paragraph of the Prayer of the Bill in *Hamp v. Robinson*, but exclusive of the Sum of £1,945 14s. 10d. paid on account of Costs in pursuance of the Order dated the 3rd Day of *July* 1867), should belong as to Two Thirds thereof to the said *William Henry Hamp Robinson*, and as to One Third thereof to the Infant *Horatio Hamp*, and be paid by the Receiver accordingly ; (5.) That the said *Frances Hamp* and the said *William Henry Hamp Robinson* should have Liberty to bid at any Sales, and the said *William Henry Hamp Robinson* should also have the Option of purchasing, with the Approbation of the Judge, any Portion of the Real Estates of the Testator *Francis Hamp* situate in the County of *Hereford* which he might select ; (6.) That the Purchase Monies, Funds in Court, and Rents accruing after the 29th Day of *September* 1868, and Dividends, except as provided by Clause 2, should

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should be regarded as constituting One Common Fund, and thereout the Legacy or Succession Duty, and the Cost, Charges, and Expenses as between Solicitor and Client of all Parties of those Suits, including the Action at Law and the Application to Parliament therein-after referred to, and the Costs, Charges, and Expenses of the said *John Hamp* the Trustee, but exclusive of any Costs ordered to be paid out of the Personal Estate, should be paid, such Costs, Charges, and Expenses to be taxed by the Taxing Master; (7.) That out of the Common Fund a Sum should be set apart and invested in such Manner as the Judge in Chambers should direct sufficient to provide for Payment to the said *Frances Hamp* from and after the 29th Day of *September* 1868 of the annual Sum of £300 during her Life; (8.) That the Residue of the Common Fund, including the Reversion to the Sum set apart and invested under Clause 7, should be divided into Three equal Parts, and paid and applied as follows: as to One Third the same should be paid to the Plaintiff *John Hamp* absolutely, as to One other Third the same should be paid to the said *William Henry Hamp Robinson* absolutely, and as to the remaining Third the same should belong absolutely to the Infant *Horatio Hamp*, subject to being settled upon him and his Issue, and in default of such Issue then upon his Next of Kin, the Settlement to contain all such usual Powers of Appointment and other Provisions for the Benefit of the Infant and his Issue as should be approved by the Judge in Chambers; (9.) That the Plaintiff *John Hamp* should forthwith apply to Parliament for an Act (a Draft of which should be approved by the Judge in Chambers) authorizing the above Arrangement being carried out, and barring the Entails, and providing for the Sale of the Real Estates, and for the Payment of the Purchase Monies into Court, and that in the meantime all further Proceedings in both Suits, except as regarded taking the Accounts of the Testator's Personal Estate from the Foot of those settled on the 10th Day of *January* 1855 and continuing the Receiver, should be stayed; (10.) That the Estates situate in the Counties of *Gloucester* and *Derby* should be sold, with the Approbation of the said Judge, by the said *William Henry Hamp Robinson*, and those situate elsewhere by the Plaintiff *John Hamp*, with the like Approbation; (11.) That in the event of the Application to Parliament being unsuccessful the Costs of all Parties of and relating thereto should form Part of the Costs of those Suits, and be a Charge upon the Corpus of the Testator's Estate, to be taxed as therein-before directed; and it was ordered that the said *John Hamp* should be at liberty to apply to Parliament and take all other Proceedings requisite for giving effect to the said Compromise and Arrangement: And whereas the said *William Henry Hamp Robinson* has consented to waive the Liberty of bidding at any Sales given to him by the 5th Paragraph of the said Terms of
Compromise,

Hamp's Estate Act, 1868.

Compromise, so far as relates to any Sales of which he may have the Carriage for the Time being :

Order, dated
13th Jan.
1868.

And whereas by an Order made by the Right Honourable the Master of the Rolls in the said Suit of "*Hamp v. Robinson*" on the 13th Day of *January* 1868 it was ordered that, in addition to the Accounts and Inquiries directed by the said Decree dated the 17th Day of *July* 1866, the following Accounts and Inquiries be taken and made ; (that is to say,) (1.) An Account of the Personal Estate not specifically bequeathed of the Testator *Francis Hamp* deceased which since the 10th Day of *January* 1855 had come to the Hands of the Defendants *John Hamp* and *Charles Proberts*, the Executors of the Will of the said Testator, or to the Hands of any other Person or Persons by the Order or for the Use of the said Defendants or either of them ; (2.) An Account of the Testator's Debts remaining unpaid ; (3.) An Account of the Legacies and Annuities given by the Testator's Will ; (4.) An Inquiry what Parts (if any) of the Testator's said Personal Estate were outstanding or undisposed of ; (5.) An Inquiry what Real Estate the Testator was seised of or entitled to at the Time of his Death ; (6.) An Inquiry what Incumbrances (if any) affected the Testator's Real Estate, or any and what Parts thereof ; (7.) An Inquiry what were the Priorities of such last-mentioned Incumbrancers ; and (8.) An Inquiry who was the Testator's Heir-at-Law at the Time of his Death, and who was then such Heir : And whereas the said *William Henry Hamp Robinson* on the 24th Day of *February* 1852, being then a Bachelor, intermarried with *Eliza Ann Gardner* Spinster, the Daughter of one *William Gardner* of the City of *Hereford*, Innkeeper :

Indenture,
dated 21st
April 1852.

And whereas by an Indenture dated on or about the 21st Day of *April* 1852, and expressed to be made between the said *William Henry Hamp Robinson* and *Eliza Ann* his Wife of the one Part, and the said *William Gardner* and *James Bolt* of *Bacton* aforesaid, Farmer, of the other Part, it was witnessed that in consideration of the Marriage which had been had and solemnized between the said *William Henry Hamp Robinson* and *Eliza Ann* his Wife, and for making some future or eventual Provision for the said *Eliza Ann* for her separate Use and Benefit, he the said *William Henry Hamp Robinson* did thereby grant and demise unto the said *William Gardner* and *James Bolt*, their Executors, Administrators, and Assigns, all and singular the Manors, Messuâges, Farms, Lands, Tenements, and Hereditaments, and Real Estate, whatsoever and wheresoever, which were devised by the said Will of the said *Francis Hamp* (except his Mortgage and Trust Estates), with the Appurtenances and reputed Appurtenances as therein referred to, to hold the

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the same, subject to the said Term of Five hundred Years in the said Will mentioned, and the Trusts thereof, and also subject and without Prejudice to and with a Reservation of the Powers of Leasing and other Powers contained in the said recited Will, unto the said *William Gardner* and *James Bolt*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to commence and be computed immediately from and after the Decease of the said *John Hampden Hamp Robinson*, and Failure of his Issue Male thence next ensuing, and to be complete if both of them the said *William Henry Hamp Robinson* and *Eliza Ann* his Wife should so long live, and without Impeachment of Waste, upon the Trusts therein-after expressed and declared concerning the same; (that is to say,) upon trust that the said *William Gardner* and *James Bolt*, and the Survivor of them, his Executors, Administrators, and Assigns, should from and after the Commencement of the said Term of Ninety-nine Years receive and take the Rents and Profits of the said Hereditaments thereby demised, and stand possessed thereof in trust for the sole Use of the said *Eliza Ann Hamp Robinson* separate and apart from and exclusive of the said *William Henry Hamp Robinson* her Husband so and in such Manner that the same might not be under his Control, or subject or liable to his Debts, Contracts, Forfeiture, or Engagements, and so and in such Manner that the Receipts of her the said *Eliza Ann Hamp Robinson*, or any Person or Persons to whom she might appoint the same when due, should alone and exclusively be good and effectual Discharges for the Money which should be thereby expressed to be received, yet nevertheless that the said *Eliza Ann Hamp Robinson* might not anticipate, charge, or assign all or any Part of the said Rents and Profits before the same should become due and payable:

And whereas by another Indenture dated the same 21st Day of *April* 1852, and expressed to be made between the said *William Henry Hamp Robinson* and *Eliza Ann* his Wife of the one Part, and the said *William Gardner* and *James Bolt* of the other Part, and executed in manner prescribed by the said Power or Authority given or limited to the said *William Henry Hamp Robinson* by the said herein-before recited Will in this Behalf, the said *William Henry Hamp Robinson* did thereby subject, charge, and make chargeable all and singular such and so many and such Parts of the Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate devised by the said Will of the said *Francis Hamp* as were situate in the said County of *Hereford* (except as in the said Will is excepted), with their and every of their Rights, Royalties, Privileges, Members, and Appurtenances, to and with the Payment of One full annual Sum or yearly Rentcharge of £300 of lawful Money

Indenture,
dated 21st
April 1852.

[Private.]

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Money

Hamp's Estate Act, 1868.

Money of *Great Britain* unto the said *Eliza Ann Hamp Robinson* and her Assigns, to commence immediately from and after the Decease of the Survivor of them the said *John Hampden Hamp Robinson* and *William Henry Hamp Robinson*, and the Failure of Issue Male of the said *John Hampden Hamp Robinson* (if she the said *Eliza Ann Hamp Robinson* should then be living), and to continue thenceforth for and during the Term of her natural Life, as or for her Jointure, and to be issuing from and out of the said Manors and other Hereditaments therein-after mentioned or referred to, or any Part thereof, the same annual Sum or yearly Rentcharge to be payable quarterly as therein mentioned, with Benefit of Apportionment up to the Day of the Decease of the said *Eliza Ann Hamp Robinson*, and with the same or the like Powers, Rights, and Remedies, by Distress or otherwise, for securing or recovering and enforcing the Payment of the said annual Sum or yearly Rentcharge if and when and as often as the same or any quarterly Payment thereof should be in arrear and unpaid by or for the Space of Twenty-eight Days after any of the aforesaid Days as if the same were Rent reserved by or upon a Lease for Years, or as could or might be exercised in respect of Jointure Rentcharges; and it was thereby also witnessed that the said *William Henry Hamp Robinson*, in pursuance and in exercise and execution of the said Power or Authority, did thereby limit and appoint unto the said *William Gardner* and *James Bolt*, their Executors, Administrators, and Assigns, all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate thereby charged with the said annual Sum or yearly Rentcharge of £300 as aforesaid, and every Part of the same, with their and every of their Rights, Royalties, Privileges, Members, and Appurtenances, to hold the same, subject nevertheless to the said Term of Five hundred Years in the said Will mentioned, and the Trusts thereof, unto the said *William Gardner* and *James Bolt*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to commence and be computed from and after the Decease of the Survivor of them the said *John Hampden Hamp Robinson* and *William Henry Hamp Robinson*, and the Failure of Issue Male of the said *John Hampden Hamp Robinson* (if the said *Eliza Ann Hamp Robinson* should then be living) thence next ensuing, upon the Trusts therein declared for securing the said Rentcharge:

Indenture,
dated 9th
Aug. 1853.

And whereas by an Indenture of Mortgage bearing Date on or about the 9th Day of *August* 1853, and expressed to be made between the said *William Henry Hamp Robinson* of the one Part, and *Francis Hamp Adams* then of *Alton Court* near *Ross* in the said County of *Hereford*, Banker, of the other Part, it was witnessed that in consideration of £375 to the said *William Henry Hamp Robinson*

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Robinson paid by the said *Francis Hamp Adams*, and for the securing the Repayment thereof with Interest, the said *William Henry Hamp Robinson* did thereby grant, bargain, sell, and demise unto the said *Francis Hamp Adams*, and his Executors, Administrators, and Assigns, (among other things,) all and singular the Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate which were devised by the said Will of the said *Francis Hamp* (except his Mortgage and Trust Estates), to hold the same, subject to the Term of 500 Years, and the Powers of leasing and other Powers in the said Will mentioned and contained, and to the Settlement therein recited, being the first herein-before recited Indenture of the 21st Day of *April* 1852, unto the said *Francis Hamp Adams*, his Executors, Administrators, and Assigns, for the Term of Ninety-eight Years, to be computed from the Decease of the said *John Hampden Hamp Robinson* and Failure of his Issue Male (if the said *William Henry Hamp Robinson* should so long live), without Impeachment of Waste, subject to a Proviso therein contained for the Redemption thereof on Payment by the said *William Henry Hamp Robinson*, his Heirs, Executors, Administrators, or Assigns, unto the said *Francis Hamp Adams*, his Executors, Administrators, or Assigns, of the Sum of £375, with Interest at the Rate and on the Day (long since passed) therein respectively mentioned: And whereas the said *Francis Hamp Adams* was duly adjudicated a Bankrupt in the Year 1863 in the *Birmingham* District Branch of the Court of Bankruptcy, and *Edmund Jones* of *Mountcraig* near *Ross* aforesaid, Doctor of Medicine, and *James Russell* of *Lydbrook* near *Ross* aforesaid, Ironmaster, are now the Creditors Assignees, and *George Kinnear* is now the Official Assignee under the said Bankruptcy: And whereas there has been Issue of the said Marriage of the said *William Henry Hamp Robinson* One Daughter, named *Mary Frances Elizabeth*, who was born on or about the 22nd Day of *January* 1854, and no other Child:

And whereas by an Indenture dated on or about the 20th Day of *December* 1864 expressed to be made between the said *William Henry Hamp Robinson*, therein described as *William Henry Hamp*, of the one Part, and the said *Charles Proberts* and the said *Francis Hamp Adams* (therein described as of the *Baches House* in the Parish of *Upton Bishop* in the said County of *Hereford*, Gentleman,) of the other Part, executed in manner prescribed by the Power of charging Portions in the said Will of the said *Francis Hamp* contained, and reciting among other things the said Marriage of the said *William Henry Hamp Robinson*, and that of that Marriage the only Issue was the said Daughter, it was witnessed that by virtue and in exercise of the Power given to him for that Purpose

Indenture,
dated 20th
Dec. 1864.

by

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by the said Will of the said *Francis Hamp*, and of all other Powers, the said *William Henry Hamp Robinson* did thereby subject, charge, and make liable all and singular the Manors, Messuages, Farms, Lands, and Hereditaments of the said Testator *Francis Hamp*, and devised by his said Will and Codicils (other than Mortgage and Trust Estates), situate in the several Parishes of *Bacton, Abbeydore, Saint Margaret's, Woolhope, and Walterstone*, in the County of *Hereford*, or elsewhere in the same County, with their respective Rights, Royalties, Franchises, and Appurtenances, and also all and singular the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of the said Testator *Francis Hamp*, and devised by his Will (Mortgage and Trust Estates excepted), situate in the several Counties of *Gloucester, Leicester, and Derby*, or elsewhere in *England* or *Wales*, with their respective Rights, Franchises, and Appurtenances, (but subject and without Prejudice to the yearly Rentcharges of £300 and £300 limited as therein and herein mentioned to the said *Frances Hamp* and *Eliza Ann Hamp Robinson* respectively, and the respective Powers and Remedies created as therein and herein mentioned for compelling Payment thereof respectively, and the Terms of Five hundred Years and Two hundred Years limited as therein and herein mentioned, and the respective Trusts thereof for better securing the same Rentcharges respectively and also subject to the Use or Estate by the said Will limited to the said *William Henry Hamp Robinson* for his Life, and to the Powers thereto annexed, and to the Uses or Estates to be limited in exercise of the said Powers, and further subject to such Uses or Estates as might thereafter be created by the said *William Henry Hamp Robinson* in exercise of the Power of jointuring given to him by the said Will, and so subject,) with and to the Payment of the Principal Sum of £5,000, together with Interest for the same after the Rate of £5 for £100 for a Year from the Day of the Decease of the said *William Henry Hamp Robinson* until Payment or Discharge or Extinction of the said Principal Sum for the Portion or Portions of the Child or Children as therein-after mentioned of the said *William Henry Hamp Robinson* by the said *Eliza Ann* his Wife other than or besides an eldest or only Son for the Time being of the said *William Henry Hamp Robinson* who, under the Limitations in the said Will of the said *Francis Hamp* contained, should be entitled to the thereby devised Hereditaments in Remainder immediately expectant on the Determination of the Life Estate of him the said *William Henry Hamp Robinson*; and the said *William Henry Hamp Robinson* by virtue and in exercise of the said Power given to him for that Purpose by the said Will, and of every other Power or Authority, did thereby limit and appoint that all and singular the said Manors, Messuages, Farms, Lands, and Hereditaments therein-before described and charged as therein-before appearing, together with

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with their respective Rights, Royalties, Members, and Appurtenances, should (but subject as aforesaid) go, remain, and be unto and to the Use of the said *Charles Proberts* and *Francis Hamp Adams*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, without Impeachment of Waste, to commence and be computed from the Death of the said *William Henry Hamp Robinson*, and thenceforth upon the Trusts therein declared for levying and raising the said Portions; and in the now-reciting Indenture was contained a Proviso and Declaration that it should be lawful for the said *William Henry Hamp Robinson* at any Time or Times thereafter during his Life, by Deed executed in the Presence of and attested by One or more Witness or Witnesses, or by his last Will and Testament executed and attested in manner prescribed by Law, to revoke, alter, vary, and make void either in the whole or in part the now reciting Indenture, or any of the Appointments, Directions, Provisions, or Clauses contained therein, and by the same or any other Deed again exercise the said Powers as therein mentioned: And whereas as well the said Wife and Daughter of the said *William Henry Hamp Robinson* as the said *William Henry Hamp Robinson* himself are herein described (as the said *William Henry Hamp Robinson* is described in the Pleadings and Proceedings of the said Suit of "*Hamp v. Robinson*") by the Name of *Hamp Robinson*, but they have in fact discontinued the Use of the Name of *Robinson*: And whereas the said Mortgage Debt of £375, with an Arrear of Interest thereon after the Rate of £5 *per Centum per Annum* from the 9th Day of *August* 1853, is still due and owing to the Assignees of the said *Francis Hamp Adams*, and the said *William Henry Hamp Robinson* is desirous that the Payment of the same and of the future Interest to accrue on the said Mortgage Debt should be provided for in manner herein-after appearing: And whereas the said *William Gardner* died on or about the 10th Day of *May* 1866: And whereas the said *William Henry Hamp Robinson*, having regard to the Two herein-before recited Indentures of the 21st Day of *April* 1852 and the herein-before recited Indenture of the 20th Day of *December* 1864, is willing and desirous that his Third Share of the said Common Fund, including any Part of the said Testator's Estates in *Herefordshire* which he shall purchase, and the Price whereof shall be debited against him on the Division of the said Common Fund, should (subject to the Provision to be made for the Payment of the said Debt of £375 and Interest) be made chargeable with an Annuity of £200 *per Annum* to be payable to his said Wife during their joint Lives for her separate Use, without Power of Anticipation, and also with an Annuity of £300 a Year to commence from his own Decease, and to continue for the Remainder of her natural Life, and is also desirous that his said Third Share, including as aforesaid, should, subject as aforesaid, and also subject and without Prejudice to the

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said Annuity of £300, be made chargeable with a Portion of £5,000 to be payable to his said Daughter, her Executors, Administrators, or Assigns, if she shall attain her Age of Twenty-one Years or marry under that Age with his Consent, or with the Consent of her Guardian or Guardians for the Time being upon her attaining such Age, or so marrying if the said *William Henry Hamp Robinson* shall be then dead, or upon the Decease of the said *William Henry Hamp Robinson* if she shall have attained such Age, or have so married in his Lifetime, and he is desirous that such Objects should be effectuated by the Enactments herein-after contained :

Bill filed
18th April
1868.

And whereas on the 18th Day of *April* 1868 the said *John Hamp* filed his Bill in the High Court of Chancery, which was afterwards amended, and as amended was against the said *James Bolt*, *William Henry Hamp Robinson* and *Eliza Ann* his Wife, *Mary Frances Elizabeth Hamp Robinson*, *Charles Proberts*, *Francis Hamp Adams*, *Frances Hamp*, *Horatio Hamp*, *William Henry Turner*, *John Bosley*, *Thomas Palmer*, and *Mary Ann Merrick*, for the Purpose of bringing before the Court the said *Eliza Ann Hamp Robinson* and the said *James Bolt* as her Trustee, and also the said *Mary Frances Elizabeth Hamp Robinson* and her Trustee the said *Francis Hamp Adams*, and also the said *Charles Proberts* in his Capacity of her Trustee, and praying (1.) that the same Bill might be taken as supplemental to the said Two previous Bills respectively ; and (2.) that the said Suits respectively might be prosecuted, and the Proceedings therein carried on against the said *James Bolt*, *Eliza Ann Hamp Robinson*, *Mary Frances Elizabeth Hamp Robinson*, and *Francis Hamp Adams* respectively as if they had respectively been made Parties to each of the said Suits, and against the said *Charles Proberts* as if he had been made a Party to the first-mentioned Suit, and had been made a Party to the secondly-mentioned Suit as well in his Capacity of Trustee of the said Indenture of the 20th Day of *December* 1864 as in his other Capacities, and (3.) for further Relief :

Decree,
dated 28th
April 1868.

And whereas a Decree or Decretal Order was made by his Lordship the Master of the Rolls on the 28th Day of *April* 1868 in the last-mentioned Suit in the Terms of the 2nd Paragraph of the Prayer of the last-mentioned Bill :

Certificate,
dated 1st
May 1868.

And whereas on the 1st Day of *May* 1868 the Chief Clerk of the Right Honourable the Master of the Rolls made his Certificate in the said Three Suits in pursuance of the said Decree made in the said Suit of "*Hamp v. Robinson*" on the 17th Day of *July* 1866, and the said Orders dated respectively the 8th Day of *August* 1867 and the 13th Day of *January* 1868, and the said Decree made in the said Suit of "*Hamp v. Bolt*" on the 28th Day of *April* 1868, and thereby,
after

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after referring to the Attendance of Parties, the Continuance of Payments by the Receiver, the passing of his Accounts, and the Payment of his Balances, certified that the said Suit of *Hamp v. Robinson* had been continued as directed by the 2nd Paragraph of the Terms of Compromise in the said Order of the 8th Day of *August* 1867 mentioned, so far as was necessary for the Purpose of taking the Accounts of the Personal Estate of *Francis Hamp* the Testator from the Foot of those settled in the Month of *January* 1855, and completing the Administration of the said Personal Estate, and further certified that the Defendants *John Hamp* and *Charles Proberts*, the Executors of the Will of the said Testator, had received Personal Estate not specifically bequeathed of the said Testator since the 10th Day of *January* 1855 to the Amount of £1,440 6s. 10d., and that they had paid or were entitled to be allowed on account thereof Sums to the Amount of £1,379 8s. 5d., leaving a Balance due from them of £60 18s. 5d. on that Account, and that the Payments allowed to the said last-named Defendants on the said Account included the Sum of £888 4s. 10d. invested by them in the Purchase of £959 3s. 2d. Bank £3 per Cent. Annuities, and that pursuant to an Order dated the 26th Day of *February* 1868 the said last-named Defendants sold so much of the said Bank £3 per Cent. Annuities as was sufficient to raise the Sum of £100, and had paid the Amount so raised to the said *James Bolt* in satisfaction of all Claims by him as from the 25th Day of *September* 1867 to the Annuity of £20 secured to him by the Bond of the said Testator dated the 24th Day of *October* 1839, as appeared by his Receipt endorsed on the said Bond dated the 10th Day of *March* 1868, and that they had transferred the Sum of £850 3s. 10d. Bank £3 per Cent. Annuities appearing as therein mentioned to be the Residue of the said Bank Annuities into Court to the Credit of "*Hamp v. Robinson—H.—No. 148—The Personal Estate Account*" in manner therein mentioned, and further certified that there was not any Debt of the said Testator remaining unpaid, and that the only Person who had come in and proved any Debt against the Estate of the said Testator was *James Bolt*, in respect of his said Annuity therein-before and herein-before mentioned, which had been satisfied as therein-before and herein-before mentioned, and that the Time fixed by Advertisement for coming in and proving any Debt against the said Testator's Estate had expired, and further certified that the only Legacies given by the said Testator's Will were £5,000 in trust for the said Testator's Second natural Son the Defendant *William Henry Hamp Robinson* as in the said Will mentioned, and £5,000 to the said *Frances Sarah Hamp Robinson* (now *Frances Sarah Fisher* Widow), which had both been paid, such Payment as to the said last-named Defendant being admitted by him, and that *Sarah Bolt*, the Wife of the said *James Bolt*, the only Annuitant under the said Testator's Will,

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Will, died on the 1st Day of *October* 1850, and that all Arrears of her Annuity were paid and satisfied to the Time of her Death, and further certified that the Personal Estate of the said Testator outstanding or undisposed of consisted of the Particulars therein set forth, and that the said Testator by his Will gave the Residue of his Personal Estate in trust for the said *John Hampden Hamp Robinson* on his attaining the Age of Twenty-one Years, which Age he attained, and died on the 17th Day of *March* 1864, and that the said *John Hampden Hamp Robinson* had incumbered the same to *Samuel Hart* for securing £1,699 6s. 9d., together with Interest thereon from the 12th Day of *September* 1867, and after certifying the Particulars of the Real Estate which the said Testator was seised of or entitled to at the Time of his Death in conformity with the Schedules to this Act it was thereby certified that there was not any Incumbrance affecting the said Testator's Real Estate or any Part thereof, and that the Testator's Heir-at-Law at the Time of his Death was his Sister *Mary Hamp*, and that the Plaintiff *John Hamp*, the only Son of *Francis Hamp*, the Second Son of *Francis Hamp*, the Grandfather of the said Testator, was then the Heir-at-Law of the said *Mary Hamp*, and also the Heir-at-Law of the said Testator: And whereas it appears from the Accounts and Inquiries which have been taken and made as aforesaid that the Personal Estate of the said Testator *Francis Hamp* was more than sufficient for the Payment of his Debts and Legacies, and also for the Purpose of making Provisions for the said Annuities: And whereas the Real Estates of the said Testator consisted of certain Freehold Estates situate in the Counties of *Gloucester* and *Derby* which and the Tenancies now affecting the same are specified in the 1st Schedule to this Act, and certain other Freehold Estates situate in the Counties of *Hereford*, *Leicester*, and *Stafford* which and the Tenancies now affecting the same are specified in the 2nd Schedule to this Act, and certain Copyhold Estates situate in the County of *Hereford* which, and the Nature of the Copyhold Interest now subsisting therein, and the Tenancies now affecting the same, are specified in the 3rd Schedule to this Act:

Indenture,
dated 18th
April 1829.

And whereas by an Indenture or Purchase Deed dated the 18th Day of *April* 1829 the late Sir *Hungerford Hoskyns* Baronet (since deceased), in whom the said Copyhold Estates were then vested at Law for the Lives of himself, his Wife (also since deceased), and his Son the present Sir *Hungerford Hoskyns* Baronet, covenanted for the Surrender thereof to the Use of the said *Francis Hamp* for the same Lives for which the same Premises were then holden, or the Lives of any other Person or Persons whom the said *Francis Hamp*, his Heirs, Executors, Administrators, and Assigns, should agree for with the Lord of the Manor, but no such

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such Surrender has been made, and the legal Estate therein is outstanding :

And whereas by an Order made in the said Suit of "*Hamp v. Robinson*" by the Master of the Rolls on the 29th Day of *November* 1867 it was ordered that the Timber and other Trees upon a certain Estate in the County of *Hereford* therein referred to, being Part of the Hereditaments specified in the Second Schedule to this Act, should be sold by Public Auction at the Time and Place and subject to the Particulars and Conditions of Sale therein referred to, and it was ordered that the Purchase Monies for such Timber and other Trees should be received by the Receiver in the said Cause, and that the Amounts due from the said Receiver in respect of such Monies should be from Time to Time certified by the Chief Clerk, and that the said Receiver should, within Twenty-one Days after Date of the Chief Clerk's Certificate or respective Certificates, from Time to Time pay the Amount which should be certified to be due from him into the Bank, with the Privity of the Accountant General, to the Credit of the said Cause of "*Hamp v. Robinson, 1865.—H.—148,*"—"The Account of Timber," subject to further Order: And whereas it is fit and proper that the net Proceeds of the Sale of all Timber already felled or hereafter to be felled in pursuance of the last-mentioned Order, or of any like Order or otherwise, upon any of the Hereditaments comprised in the said First and Second Schedules to this Act and for the Time being remaining unsold, except any Part thereof which the Court of Chancery may have seen fit or may see fit to authorize to be applied in repairing Farm Buildings or erecting additional Farm Buildings, should form Part of the Common Fund referred to by the Sixth Paragraph of the said Terms of Compromise, and be disposed of accordingly: And whereas in pursuance of the said recited Order of the 8th Day of *August* 1867, and the said Decree made in the said Cause of "*Hamp v. Bolt,*" the Chief Clerk of the Master of the Rolls made another Certificate in the said Three Causes on the 2nd Day of *May* 1868, and thereby certified in pursuance of the said Order and Decree that the Draft of a Bill to be submitted to Parliament for an Act authorizing the Arrangement in the said Order set forth, and for the other Purposes therein mentioned, had been settled and approved by the Judge, and was identified by his Signature in the Margin thereof, and that the several Instruments, Facts, and Events recited in the Preamble of such Draft Bill before the Recital of this Certificate had been proved in the said Causes, or One of them, and the Certificate was afterwards approved by the said Master of the Rolls, and was filed and became absolute :

Order, dated
29th Nov.
1867.

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And

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Will of
J. Hamp,
dated 1st
Aug. 1865.

And whereas the said *John Hamp* duly made his Will, dated the 1st Day of *August* 1865, and thereby, after directing all his just Debts and Funeral and Testamentary Expenses to be paid, and making a specific Bequest of certain moveable Chattels, and giving certain pecuniary Legacies, devised all Real Estate (except his contingent Estates under the said Will of the said *Francis Hamp*) to which he should be entitled at his Decease (except Estates vested in him as Trustee or Mortgagee), and bequeathed the Residue of the Personal Estate to which he should be then entitled, unto and to the Use of his Friends *Robert Sherratt Tomlinson* (in the said Will erroneously called *Robert Sherrard Tomlinson*) of *Burton-upon-Trent*, Surgeon, and the Reverend *William Haughton Freer* of *Seckington* in the County of *Warwick*, Clerk, their Heirs, Executors, Administrators, and Assigns respectively, upon such Trusts for Sale and Conversion as therein expressed, and upon trust to dispose of the net Monies to arise from such Real Estate and Residuary Personal Estate, after Payment thereof of his just Debts, and Funeral and Testamentary Expenses, and the Expenses incident to the preceding Trust, according to the Trusts therein-after declared concerning the same; and the said Testator thereby directed his said Trustees to stand possessed of the net Monies to arise as aforesaid upon trust as to £4,000, Part thereof, to pay the Income thereof and the Investments thereof to his Daughter *Mary Hamp* for her Life for her sole and separate Use, without Power to anticipate the same, and from and after the Decease of his said Daughter upon trust to divide the said Sum of £4,000 between all the Children of his said Daughter in such Shares and Proportions, Manner, and Form as his said Daughter by her last Will and Testament, notwithstanding Coverture, should direct or appoint the same, and in default of such Direction or Appointment upon trust to divide the said Sum equally between the Children of his said Daughter, or to the only Child, if only One, such Children or Child to be entitled to their respective Shares on attaining the Age of Twenty-one Years, and in case his said Daughter *Mary* should die without leaving any Issue her surviving, or leaving such if they should die under the Age of Twenty-one, upon trust to pay the Income of the said Sum of £4,000 to his Daughter *Sophia Hamp* during her Life for her sole and separate Use, without Power to anticipate the same, and upon the Decease of his said Daughter *Sophia* upon trust to divide the said Sum of £4,000 equally amongst all his Grandchildren, the Children of his late Sons *Francis Hamp* and *Edward Farmer Hamp* deceased, on their respectively attaining the Age of Twenty-one Years, such Grandchildren to take *per Capita* and not *per Stirpes*; and as to the Sum of £4,000, other Part of the said Trust Fund, upon trust to pay the Income thereof and the Investment thereof to his Daughter *Sophia Hamp* for her
Life

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Life for her sole and separate Use, without Power to anticipate the same, and from and after the Decease of his said Daughter *Sophia* upon trust to divide the said Sum of £4,000 between all the Children of his said Daughter in such Shares and Proportions, Manner, and Form as his said Daughter by her last Will and Testament, notwithstanding Coverture, should direct or appoint the same, and in default of such Direction or Appointment upon trust to divide the said Sum equally between the Children of his said Daughter *Sophia*, or to the only Child, if only One, such Children or Child to be entitled to their respective Shares on attaining the Age of Twenty-one Years, and in case his said Daughter *Sophia* should die without leaving any Issue her surviving, or leaving such if they should die under the Age of Twenty-one, upon trust to pay the Income of the said Sum of £4,000 to his said Daughter *Mary Hamp* during her Life for her sole and separate Use, without Power to anticipate the same, and upon the Decease of his said Daughter *Mary* upon trust to divide the said Sum of £4,000 equally amongst all his Grandchildren, the Children of his said Sons *Francis Hamp* and *Edward Farmer Hamp* deceased, on their respectively attaining the Age of Twenty-one Years, such Grandchildren to take *per Capita* and not *per Stirpes*; and as to the Sum of £7,500, other Part of his the said Testator's said Residuary Estate, he gave and bequeathed the same unto the said *Robert Sherratt Tomlinson* and *William Haughton Freer* upon trust for all and every his Grandchildren, the Children of his said late Son *Edward Farmer Hamp* deceased, who should attain the Age of Twenty-one Years or die under that Age leaving Issue living at his, her, or their Decease or respective Deceases, or born in due Time afterwards, to be equally divided between such Grandchildren of his if more than One, and if there should be but One such Grandchild the whole to be in trust for that One Grandchild, and he directed that the Share of every such Grandchild being a Female should remain and be upon trust that the Trustees or Trustee for the Time being of his Will should during her Life pay and apply the Income of such Share into her own Hands when and as the same should arise and become due upon her own Receipt for her own sole and separate Use, free from the Debts or Control of any Husband, and so that she might not be able to dispose of or to charge her Income or any Part thereof by Mortgage, Sale, or otherwise in the way of Anticipation, and the Receipt of such Grand-daughter alone should be an effectual Discharge for the Money therein acknowledged to be received, and after the Decease of such Grand-daughter her Share in the said Legacy or Sum of £7,500, and the Investment and Income thereof, should remain and be in trust for all and every or such one or more exclusively of the other or others of the Children or Child of such Grand-daughter, with such Provision for Maintenance,

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tenance, Education, and Advancement, and in such Shares, as such Grand-daughter by Deed with or without Power of Revocation and new Appointment or by her Will or any Codicil thereto should from Time to Time direct or appoint, and in default of such Direction or Appointment, or so far as any such if incomplete should not extend, in trust for all and every the Children and Child of such Grand-daughter who being a Son or Sons should respectively attain the Age of Twenty-one Years, or being a Daughter or Daughters should respectively attain the Age of Twenty-one Years, or marry under that Age with the Consent of her or their Parent or Guardian, and to be divided between or amongst such Children if more than One in equal Shares as Tenants in Common, and if there should be but One such Child the whole should be in trust for that One or only Child; and as to the Residue of the said Trust Monies and Residuary Estate the said Testator gave and bequeathed the same unto his said Trustees or Trustee upon further Trust to divide the same amongst all the Children of his said late Son *Francis Hamp* in equal Shares as Tenants in Common and not as Joint Tenants, and being a Son or Sons on their respectively attaining the Age of Twenty-one Years, and being a Daughter or Daughters on their respectively attaining the Age of Twenty-one Years, or marrying under that Age with the Consent of their Parent or Guardian; and after giving certain Directions and Powers to his Trustees or Trustee for the Time being respecting the Investment of the said Sums of £4,000, £4,000, and £7,500, and any other Sums of Money to be invested by them or him under that his Will, and declaring that the Receipt or Receipts in Writing of such Trustees or Trustee for any Money or Effects payable or transferable to them or him by virtue of or in exercise of the Trusts of his Will should be an effectual Discharge or effectual Discharges for the same, he the said Testator gave and devised all his contingent and reversionary Interest under the Will of the said *Francis Hamp* of *Bacton* in the following Manner, namely, to his Grandson *Edward Henry Hamp*, Son of his late Son *Francis Hamp*, his contingent Interest in the *Herefordshire* Property named in the said Will, to his Grandson *Arthur Hamp*, Son of his late Son *Edward Farmer Hamp*, his contingent Interest in the *Gloucestershire* Property named in the said Will, and to his Grandson *John Hamp*, Son of his late Son *Edward Farmer Hamp*, his contingent Interest in the *Leicestershire* and *Derbyshire* Property named in the said Will; and after giving certain Powers respecting the Maintenance, Education, and Advancement of Infants, and a Power of appointing new Trustees, the said Testator devised to his said Trustees the said *Robert Sherratt Tomlinson* and *William Haughton Freer*, their Heirs and Assigns, all Estates vested in him as Trustee or Mortgagee upon the Equities affecting the same respectively, and he appointed the said *Robert Sherratt*

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Sherratt Tomlinson and *William Haughton Freer* Executors of that his Will, and revoked all former or other Wills :

And whereas the said Testator *John Hamp* duly made a Codicil, dated the 2nd Day of *March* 1867, to his said Will, and thereby, after reciting that he had by his said Will, amongst other Dispositions, given and devised all his contingent and reversionary Estate and Interest under the Will of the said *Francis Hamp* of *Bacton* in the following Manner, namely, to his the said Testator *John Hamp's* Grandson *Edward Henry Hamp*, Son of his late Son *Francis Hamp*, his contingent Estate and Interest in the *Herefordshire* Property named in the said Will, to his Grandson *Arthur Hamp*; Son of his late Son *Edward Farmer Hamp*, his contingent Estate and Interest in the *Gloucestershire* Property named in the said Will, and to his Grandson *John Hamp*, Son of his late Son *Edward Farmer Hamp*, his contingent Estate and Interest in the *Leicestershire* and *Derbyshire* Property named in the said Will, he the said Testator *John Hamp* did by that his Codicil to his Will declare that in case the said *Edward Henry Hamp*, or his Heirs or Assigns, should come into the Possession of the said *Herefordshire* Estates, then the said *Herefordshire* Estates should be charged with the Payment of the Sum of £2,000 to each of the younger Children of his the same Testator's said late Son *Francis Hamp* deceased, their Executors, Administrators, or Assigns, and in case the said *Arthur Hamp*, or his Heirs or Assigns, should come into the Possession of the said *Gloucestershire* Estates, then the said *Gloucestershire* Estates should be charged with the Payment of the Sum of £1,000 to each of the younger Children of his the same Testator's said late Son *Edward Farmer Hamp* deceased (except the said *John Hamp*), their Executors, Administrators, or Assigns, and in all other respects he confirmed his said Will :

Codicil,
dated 2nd
Mar. 1867.

And whereas the said Testator *John Hamp* duly made a Second Codicil, dated the same 2nd Day of *March* 1867, to his said Will, and thereby devised to his said Grandson *John Hamp* his contingent Estate and Interest in the *Staffordshire* Property named in the said Will of the said *Francis Hamp* of *Bacton*, and in all other respects he confirmed his said Will :

Second
Codicil,
dated 2nd
Mar. 1867.

And whereas the said Testator *John Hamp* duly made a Third Codicil, dated the 29th Day of *June* 1867, to his said Will, and thereby, after giving certain additional pecuniary Legacies, and reciting that by his said Will and Two Codicils he had given and devised all his contingent and reversionary Interest under the Will of the said *Francis Hamp* of *Bacton* in the Manner in such Will and Codicils expressed, and also reciting that it was supposed that

Third Codicil,
dated
29th June
1867.

[*Private.*]

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John

Hamp's Estate Act, 1868.

John Hampden Hamp otherwise *John Hampden Hamp Robinson*, the First Tenant for Life under the said Will of *Francis Hamp* of the Property comprised in the said reversionary Interest, died without Issue, but that it was then alleged that he left *Horatio Hamp* (an Infant) his lawful Son, upon whose Behalf a Claim had been made to such Property for an Estate Tail in Possession, and also reciting that if the said Claim were unfounded *William Henry Hamp* otherwise *William Henry Hamp Robinson* would be Tenant for Life in Possession of the said Property, and upon his Death without Issue Male (which was probable) the said contingent reversionary Interest of the said Testator *John Hamp* would fall into Possession, and also reciting that the said Claim had led to serious Litigation which it might be desirable should be compromised, and that such Compromise was then in negotiation but might not be effected in his Lifetime, and that he desired by the Codicil now in recital, first, to provide for effecting or completing such Compromise, and, second, to dispose of any Money which by any such Compromise might become at his Disposition, firstly, he the said Testator *John Hamp* willed and declared that it should be lawful for the Trustees named in his said Will, and the Survivor of them, and the Executors or Administrators of such Survivor, and their or his Assigns, and other the Trustees or Trustee for the Time being of his said Will, in their or his absolute and uncontrolled Discretion, at any Time after his Decease, and notwithstanding and without regard to the Dispositions made by his said Will and Codicils of the said reversionary Property, to negotiate and effect or join in effecting any Compromise or Arrangement of or concerning the said Claim or Litigation, or any future Litigation, or any Matter or Thing incidental thereto or arising therefrom, either for a Money Consideration to be received or paid by the said Trustees or Trustee, and to be obtained by selling or charging all or any Part of the said Property or otherwise, or in consideration of a Division of the said Property, or for any other Consideration, and generally upon such Terms and in such Manner in all respects as the said Trustees or Trustee should think proper, also to carry out and complete or join in carrying out and completing any such Compromise or Arrangement which was then or might be negotiated or commenced previous to his Decease, also to rescind, alter, or vary any such Compromise or Arrangement whether made before or after his Decease, and to enter into a new Compromise or Arrangement, also to pay or provide for all or any of the Costs occasioned by such Claim or Litigation, or future Litigation, or Compromise or Arrangement, and generally to act in and concerning the said Claim or Litigation, or any future Litigation, and all Matters and Things incidental thereto or arising therefrom, in all respects as the said Trustees or Trustee should think proper, and as fully and effectually

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effectually as if they or he were acting therein on their or his own Behalf; and in order to enable the said Trustees or Trustee to carry out and effect any such Compromise or Arrangement as aforesaid, or any Matter or Thing incidental thereto or arising therefrom, the said Testator *John Hamp* empowered them or him to sell, charge, or divide, or join in selling, charging, or dividing, all or any Part of the said Property, also to convey or join in conveying all or any Part thereof to any Person or Persons, also to revoke all or any of the Devises, Limitations, and Dispositions of the said reversionary Interest contained in his said Will and Codicils, and to appoint and dispose of the same Interest, and the Property comprised therein, or any Part thereof, to such Uses, upon such Trusts, for such Purposes, charged with such Sum or Sums of Money and Payments, in such Manner as the said Trustees or Trustee should think proper, and generally to make, do, execute, and obtain, or join in making, doing, executing, and obtaining, any Act of Parliament, Conveyance, Charge, Deed, Act, Matter, or Thing which should be necessary or expedient for carrying out and effecting any such Compromise and Arrangement as aforesaid, or any Matter or Thing incidental thereto or arising therefrom, or for carrying out and effecting the Objects and Intents of that Codicil or any of them; and he declared that every Sum of Money which under or by virtue of any such Compromise or Arrangement as aforesaid should be paid or payable to him or his Representatives in respect of the said reversionary Interest should be held and received by the said Trustees or Trustee upon the Trusts therein-after expressed concerning the same, instead of being held according to the Dispositions of the said reversionary Interest made by his said Will and Codicils, but in case any such Compromise or Arrangement as aforesaid should be effected in such Manner that the whole or any Part of the said Property should come specifically to him or his Representatives, then such Property, or such Part thereof, and any Charge thereon, should (if necessary) be marshalled so that the Persons to whom by his said Will and Codicils he had given the said reversionary Interest might bear the Loss occasioned by such Compromise or Arrangement rateably, and he empowered the said Trustees or Trustee to effect such marshalling in such Manner as they or he should think right; and he declared that every such Compromise or Arrangement as aforesaid, and every Revocation, Appointment, marshalling, Disposition, Act, or Thing made or done or purporting to be made or done by the said Trustees or Trustee in pursuance of the Codicil now in recital, should be conclusive and binding upon all Persons claiming under him the said Testator *John Hamp*, or his said Will and Codicils; and he declared that the said Trustees or Trustee should under no Circumstances whatever be responsible for any Cost, Expense, Loss, or Damage whatsoever which might happen by reason of any Act, Matter, or Thing which they or he should

Hamp's Estate Act, 1868.

should do or attempt to do, or refuse or neglect to do, in or concerning the Premises, unless the same should happen by or through their or his own wilful Malfeasance; and, secondly, he the said Testator *John Hamp* declared that every Sum of Money which should be received or receivable by him or the said Trustees or Trustee under or by virtue of any such Compromise or Arrangement as aforesaid should be held by the said Trustees or Trustee, as to One Fourth Part thereof, upon and for the same Trusts and Purposes and in the same Manner as in his said Will was expressed concerning the Sum of £4,000 thereby given for the Benefit of his Daughter *Mary Hamp* and her Children, and with the like Trusts over; and as to One other Fourth Part thereof, upon and for the same Trusts and Purposes and in the same Manner as in his said Will was expressed concerning the Sum of £4,000 thereby given for the Benefit of his Daughter *Sophia Hamp* and her Children, and with the like Trusts over; as to One other Fourth Part thereof, upon trust in equal Shares for the Children of his deceased Son *Francis Hamp* who should attain the Age of Twenty-one Years, or die under that Age leaving a Husband, Wife, or Issue surviving, and with the like Trusts over as declared in his said Will with reference to any Daughters of the said *Francis Hamp*; and as to the remaining Fourth Part thereof, upon trust in equal Shares for the Children of his the said Testator *John Hamp's* deceased Son *Edward Farmer Hamp* who should attain the Age of Twenty-one Years, or die under that Age leaving a Husband, Wife, or Issue surviving, and with the like Trusts over as declared in his said Will with reference to any Daughters of the said *Edward Farmer Hamp*; and the said Testator *John Hamp* declared that, save so far as might be necessary to give Effect to the Codicil now in recital, the Dispositions made by his said Will and Codicils of the said reversionary Interest should not be affected or displaced, and in all other respects he confirmed his said Will, subject to the pecuniary Legacies given by the Codicil now in recital:

Fourth Codicil, dated 24th Aug. 1867.

And whereas the said *John Hamp* duly made a Fourth Codicil, dated the 24th Day of *August* 1867 to his said Will, devising certain Hereditaments not devised to him under the Will of the said Testator *Francis Hamp*, and confirming his said Will except as altered by that and the previous Codicils thereto: And whereas the said *John Hamp* died on the 8th Day of *June* 1868 without revoking or altering, save as herein-before mentioned, the said Will and Codicils, or any of them, and leaving the said *Robert Sherratt Tomlinson* and *William Haughton Freer* him surviving: And whereas the said Will and Four Codicils were duly proved by the said *Robert Sherratt Tomlinson* and *William Haughton Freer* as such Executors as aforesaid in the Principal Registry of the Queen's Court of Probate on the 18th Day of *June* 1868:

And

Hamp's Estate Act, 1868.

And whereas on the 18th Day of *June* 1868 the said *Robert Sherratt Tomlinson* and *William Haughton Freer* filed their Bill in the said High Court of Chancery against the said *William Henry Hamp Robinson* and *Eliza Ann* his Wife, *Mary Frances Elizabeth Hamp Robinson*, *James Bolt*, *Charles Proberts*, *Francis Hamp Adams*, *Frances Hamp*, *Horatio Hamp*, *William Henry Turner*, *John Bosley*, *Thomas Palmer*, and *Mary Ann Merrick*, praying, (1.) that the said Plaintiffs *Robert Sherratt Tomlinson* and *William Haughton Freer*, as such Executors and Trustees as aforesaid, might be at liberty to carry on and prosecute the said Suits of "*Hamp v. Hamp*" and "*Hamp v. Bolt*" respectively, and the Decrees or Orders therein respectively, against the Defendants to the same Suits respectively, as the said Testator *John Hamp* if living might have done, and that the said Suit of "*Hamp v. Robinson*" might be prosecuted, and the Decrees and Proceedings therein carried on, as if the Plaintiffs were thenceforward Parties Defendants to the said Suit of "*Hamp v. Robinson*;" (2.) that so far as might be necessary or proper respectively that Bill might be taken as supplemental to the Bills filed in the said Suits of "*Hamp v. Hamp*," "*Hamp v. Robinson*," and "*Hamp v. Bolt*" respectively; and (3.) for further Relief (the said *Robert Sherratt Tomlinson* being in the said Bill in Chancery called by Mistake *Robert Sherrard Tomlinson*); and such Proceedings were had in the said Suit of "*Tomlinson v. Robinson*" that a Decree or Decretal Order was made therein by the Right Honourable the Master of the Rolls on the 20th Day of *June* 1868 conformably to the 1st Paragraph of the Prayer of the last-mentioned Bill:

Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Robert Sherratt Tomlinson* and *William Haughton Freer*, Executors and Trustees of the Will and Codicils of the said *John Hamp* deceased, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. Subject to the Provisions of this Act, the Arrangement and all and singular the Terms of Compromise, Matters, and Things whatsoever contained in the Paragraphs numbered from 1 to 11, both inclusive, of the said Order of the 8th Day of *August* 1867, so far as the same are still capable of effect, may and shall be carried into effect, but the Share of the Common Fund which would have been payable to the said *John Hamp* absolutely if he had been living shall be paid to the said *Robert Sherratt Tomlinson* and

Terms of
Compromise
to be carried
into effect.

[*Private.*]

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William

Hamp's Estate Act, 1868.

William Haughton Freer, or the Survivor of them, or the Trustees or Trustee for the Time being invested with the Powers and Trusts relating to the Premises contained or declared in or by the said Third Codicil to the Will of the said Testator *John Hamp* (which said *Robert Sherratt Tomlinson* and *William Haughton Freer*, or the Survivor of them, or such Trustees or Trustee for the Time being as last aforesaid, as the Case may require, are herein-after referred to as "*John Hamp's Trustees*"), in order that the same may be duly applied in conformity with the same Codicil, and the Hereditaments specified in the Second and Third Schedules to this Act shall be sold, with the Approbation of the Court, by "*John Hamp's Trustees*," and "*John Hamp's Trustees*" shall be at liberty to take all Proceedings requisite for giving Effect to the said Compromise and Arrangement (as modified by this Act) as the said *John Hamp* might have done if he were living, and the said *William Henry Hamp Robinson* shall not be at liberty to bid at the Sale of any Estate of the Sale whereof he shall for the Time being have the Carriage.

Monies arising from Sales to be paid into Court.

2. All Monies to arise by any Sale under the said Arrangement and this Act of any of the Hereditaments specified in the said First, Second, and Third Schedules to this Act shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there to the Credit of the said Suits of "*Hamp v. Hamp*," "*Hamp v. Robinson*," "*Hamp v. Bolt*," and "*Tomlinson v. Robinson*," *ex parte* the Purchaser or Purchasers, pursuant to the Method prescribed by the Act of the 12th Year of King *George* the First, Chapter 32, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the 12th Year of King *George* the Second, Chapter 24, save that in case the said *William Henry Hamp Robinson* shall become a Purchaser at any such Sale whereat he shall be at liberty to bid, or in case "*William Henry Hamp Robinson's Trustees*" herein-after referred to shall become Purchasers of any Part of the Real Estates of the said Testator *Francis Hamp* situate in the County of *Hereford*, it shall be lawful for the said Court (if and whenever the said Court in its Discretion shall think fit so to do) to allow him or them from Time to Time to retain in his or their own Hands, to await the ultimate Division of the Common Fund, all or any Part of any Purchase Money payable by him or them.

Usual Practice of Court as to Sales to apply to Sales under this Act.

3. Subject to the foregoing Enactment, all the General Orders, Regulations, and Practice for the Time being of the High Court of Chancery relating to Sales under Decrees shall apply to Sales of Real Estates made in pursuance of the said Arrangement and this Act,

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Act, and the said *William Henry Hamp Robinson* as to the Hereditaments specified in the First Schedule to this Act, and "*John Hamp's Trustees*" as to the Hereditaments specified in the Second and Third Schedules to this Act, shall, as respects their Authorities and Functions respectively with reference to Sales under the said Arrangement and this Act, be in the Position respectively of Parties having the Carriage of the Sales of such respective Properties under an ordinary Decree for Sale in a Suit in Chancery: Provided always, that in case the said *William Henry Hamp Robinson* or "*John Hamp's Trustees*" shall die, or from Illness, Absence abroad, or otherwise become, in the Opinion of the Judge to whose Court the said Suits of "*Hamp v. Hamp*," "*Hamp v. Robinson*," "*Hamp v. Bolt*," and "*Tomlinson v. Robinson*" shall for the Time being be attached, incapable or unfit to act in the Capacity aforesaid, or be desirous to relinquish the Carriage of Sales, it shall be lawful for such Judge in his Discretion to give such Carriage of the Sale of the Property the Carriage of the Sale whereof shall have been committed to the Person or Persons so dying, or becoming incapable or unfit, or desirous of relinquishing the same, to any other Person or Persons, whether a Party or Parties to the said Suits or either of them or not, and from Time to Time thereafter, as such Judge in his Discretion shall think fit, to transfer the Carriage of the Sales of such respective Properties from the respective Persons to whom the same shall for the Time being be committed to other Persons whether Parties to the said Suits or either of them or not, with Liberty for such Judge in his Discretion, in the event of the Illness, Absence abroad, Incapacity, or Wish to relinquish of One only of "*John Hamp's Trustees*," to give the Carriage of the Sales then committed to "*John Hamp's Trustees*" to the other of them solely.

4. From the Date of the passing of this Act the Hereditaments specified in the said First and Second Schedules are vested for an absolute Estate of Fee Simple in Possession, and the Hereditaments specified in the said Third Schedule are vested for the Residue of the equitable Estate acquired by the said *Francis Hamp* therein by virtue of the Indenture of the 18th Day of *April* 1829 hereinbefore referred to, subject respectively to the subsisting Tenancies mentioned in the said Schedules respectively, but freed and discharged from all Estates, Interests, Limitations, Dispositions, Trusts, and Powers limited or created by or contained in the said Will and Codicils of the said *Francis Hamp*, or any of them, and from all Rents, Charges, Estates, or Incumbrances created by virtue of any such Power, except such Tenancies as aforesaid, and especially freed and discharged (without Prejudice to the Application of the Rents and Profits thereof accruing up to the 29th Day of *September* 1868 in accordance with the 4th Paragraph of the said

Estates to vest in a Trustee for Conveyance to Purchasers.

Terms

Hamp's Estate Act, 1868.

Terms of Compromise) from the said Rentcharge of £300 appointed to the said *Frances Hamp* as aforesaid, and from all Remedies for the Recovery thereof given by the said Will, and from the Terms of Years limited by Appointment as aforesaid for securing the same, and also freed and discharged from all Estates, Interests, Charges, Trusts, and Powers limited or created by or contained in the said Will and Codicils of the said *John Hamp*, or any of them, in the said *Robert Sherratt Tomlinson* and *William Haughton Freer*, their Heirs and Assigns, upon trust until Sale of the said Premises respectively to permit and suffer the same to be dealt with, and the Rents, Issues, and Profits thereof to be received and taken, according to the true Intent and Meaning of the said Order of the 8th Day of *August* 1867, and upon further Trust to convey the same respectively to the Purchasers thereof respectively under the Sales directed or authorized by the same Order, or as such Purchasers shall direct respectively, upon such respective Purchasers becoming entitled to their Conveyances.

Modifica-
tions of the
4th and 6th
Paragraphs
of the Terms
of Compro-
mise.

5. The Income and Rents of Real Estate referred to by the 4th and 6th Paragraphs respectively of the said Terms of Compromise shall be deemed and taken to mean the net Income and Rents after deducting the Receiver's Poundage and all other Expenses of Collection, and such other Expenses (if any) as the said Judge may direct; and the Income referred to by the said 4th Paragraph shall be exclusive not only of the said Sum of £1,945 14s. 10d. paid for Costs, but also of the said Sum of £476 6s. 1d. paid for Legacy Duty; and the Words "and be paid by the Receiver accordingly" occurring at the Close of the said 4th Paragraph shall be deemed to be expunged therefrom, and the High Court of Chancery shall give full Effect to such 4th Paragraph as so varied in such Manner as to the said Court shall seem meet.

Modification
of the 8th
Paragraph
of the Terms
of Com-
promise.

6. In lieu of the Provisions contained in the 8th Paragraph of the said Terms of Compromise respecting the Third Share of the Infant *Horatio Hamp* of and in the Residue of the Common Fund therein referred to, the following Provisions are substituted by this Act; (that is to say,) the said Third Share shall be retained in Court and invested in any of the Modes for the Time being authorized in the Case of Trust Funds under the Control of the Court until the said *Horatio Hamp* shall attain the Age of Twenty-one Years, or die under that Age, with Liberty for the Court in its Discretion from Time to Time to allow such Part of the Income to be applied for the Maintenance and Education or otherwise for the Benefit of the said *Horatio Hamp* as the Court shall from Time to Time think fit, and the Residue of such Income shall be from Time to Time accumulated by such Investments as aforesaid, and the

Accumu-

Hamp's Estate Act, 1868.

Accumulations shall be added to the Principal, with Liberty nevertheless for the Court in its Discretion from Time to Time to allow such Accumulations or any of them to be applied as aforesaid as if the same were annual Income accruing in the Year in which such Application shall be made, and the Court may direct the Income or Accumulations which the Court shall from Time to Time allow to be applied as aforesaid to be paid for any such Purposes as aforesaid to such Person or Persons as the Court shall from Time to Time think fit; and from and after the Time when the said *Horatio Hamp* shall attain the Age of Twenty-one Years the Income arising during his Life from the same Third Share, or from so much thereof as shall not be settled or otherwise applied as herein-after mentioned, shall be paid to him for his own Use and Benefit; and from and after the Decease of the said *Horatio Hamp*, whether happening before or after the Age of Twenty-one Years, the Capital of the said Third Share, or so much thereof as shall not be settled or otherwise applied as herein-after mentioned, shall belong to the Person or Persons and in the Shares and Manner to whom and in which the same would have belonged according to the Statutes for Distribution of Intestates Effects if the said *Horatio Hamp* had died possessed thereof for his own absolute Benefit intestate: Provided always, that the Court may, upon or after the Marriage of the said *Horatio Hamp* under the Age of Twenty-one Years, or at any Time after the said *Horatio Hamp* shall attain the Age of Twenty-one Years, either with or without reference to any then intended Marriage, if the Court, upon Consideration of the Circumstances, shall be of opinion that the same will be for the Benefit of the said *Horatio Hamp*, or in any respect fit and proper, make such Settlement of the said Third Share or any Part thereof for the Benefit of the said *Horatio Hamp*, and (if the Court shall so think fit) of any Woman he may marry or may have married, and for the Benefit of his Issue and the Person or Persons who would have been entitled to the said Third Share or such Part thereof under the Statutes for Distribution of Intestates Effects if he had died possessed thereof for his own absolute Benefit intestate, and without having been married, or of any of them the said Issue and Person or Persons, with or subject to such particular or general Powers of Appointment or Selection (if any) to be exercised by the said *Horatio Hamp* with or without the Consent of any Person or Persons, as the Court shall think fit, including, if the Court shall think fit, a Power of appointing to a Wife surviving him a Life Interest or any less Interest after his own Decease in the Income of all or any Part of the Settled Premises, so far as such Interest may not be given by the Settlement, and including, if the Court shall think fit, any general Power exerciseable by him, with or without the Consent of any Person or Persons, as the Court shall

[*Private.*]

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think

Hamp's Estate Act, 1868.

think fit, of determining the Trusts of such Settlement as to all or any Part of the Settled Premises, and acquiring the same in absolute Ownership, and subject to such Contingencies or Gifts over (if any) among the Persons to be benefited, and with such Powers (if any) of selecting and varying Investments, allowing Maintenance or making Advancements, and appointing new Trustees, or for any other Purpose to be exercised by such Person or Persons, and in such Manner, as the said Court shall think fit, and such other Trusts, Clauses, and Provisions, and generally in such Manner and Form, as the said Court shall see fit, and may pay or transfer any Funds in Court representing such Third Share or the settled Portion thereof, or any Income thereof, to the Trustees or Trustee of any such Settlement: Provided also, that the said Court may as to all or any Part of the said Third Share, instead of settling the same in manner aforesaid, at any Time after the said *Horatio Hamp* shall attain the Age of Twenty-one Years, if the said Court upon Consideration of the Circumstances shall be of opinion that it will be for his Benefit, direct that the same shall be paid or transferred to him for his own absolute Benefit, and all Applications to the said Court under this Section may be made by Petition in a summary Way; and it is hereby declared and enacted that the Persons or Person referred to by this Section, or to be referred to in any Settlement to be made as aforesaid by the Description of the Person or Persons to whom the said Third Share would have belonged according to the Statutes for Distribution of Intestates Effects if the said *Horatio Hamp* had died possessed thereof for his own absolute Benefit intestate, or intestate and without having been married, or by any similar Description, is or are and shall be the Person or Persons to whom such Description would have applied if the said *Horatio Hamp* had been proved to be the legitimate Son of the said *John Hampden Hamp* by the said *Frances Hamp*, and this Declaration and Enactment is to be binding on Her Majesty and Her Successors.

Who shall be deemed the Persons entitled to the Personal Estate of the Defendant *Horatio Hamp* under the Statutes of Distribution for the Purposes of this Act.

As to the Proceeds of the Sale of Timber.

7. The net Proceeds of the Sale of all Timber already felled or hereafter to be felled in pursuance of the said Order of the 29th Day of *November* 1867 as varied by the said Order of the 7th Day of *March* 1868 or of any like Order, or otherwise, upon any of the Hereditaments comprised in the said First and Second Schedules to this Act, and for the Time being remaining unsold, after deducting the Expenses of Sale and the Receiver's Poundage, and such other Expenses as the said Judge may direct, shall, except as to any Part thereof which the said Judge has authorized or may authorize to be applied in repairing Farm Buildings or erecting additional Farm Buildings, form Part of the Common Fund referred to by the 6th Paragraph of the said Terms of Compromise, and thereby directed to be constituted, and shall be applied and disposed of accordingly.

8. The

Hamp's Estate Act, 1868.

8. The High Court of Chancery shall have full Power from Time to Time to order the Payment out of the Income of Real Estate referred to by the 4th Paragraph of the said Terms of Compromise, and out of the said Common Fund respectively, of any Costs, Charges, or Expenses of any Kind (including any Costs, Charges, and Expenses properly incurred or to be incurred by "John Hamp's Trustees") which the said Court shall hold to be properly chargeable upon such Funds respectively, consistently with the general Tenor of the said Terms of Compromise, although not thereby expressly provided for; and the Words "the Residue of the Common Fund" occurring in the 8th Paragraph of the said Terms of Compromise shall for the Purposes of this Act receive the same Construction as though any Costs, Charges, or Expenses hereby made chargeable on the said Common Fund had been provided for by the 6th Paragraph of the said Terms of Compromise; and the said Court with reference to the Payment of Duties referred to by the same Paragraph may authorize the Payment out of the Common Fund of any Amount of Succession Duty which the Commissioners of Inland Revenue may agree to accept; and the Authority and the General Orders, Regulations, and Practice for the Time being of the said Court with respect to the Investment and Accumulation of Funds under its Control shall extend and apply to the said Income of Real Estate and the said Common Fund respectively while remaining in the Bank unapplied.

As to the Investments and Accumulation of the Common Fund and the Payment of Expenses thereout.

9. The said Debt of £375, and all Interest now due or to accrue due thereon, or so much thereof as shall for the Time being be unpaid, shall be the First Charge on the Third Share of the said Common Fund allotted by the said Terms of Compromise to the said *William Henry Hamp Robinson*; and no Part of the said Third Share shall be paid out of Court until the whole of the said Sum of £375, and all Interest thereon, and such Costs as next mentioned, shall have been fully paid; and the Creditors Assignees or Assignee for the Time being under the said Bankruptcy of the said *Francis Hamp Adams*, or any Persons or Person for the Time being interested in the said Debt and Interest, or in any Part thereof, shall be at liberty to apply by Petition to the High Court of Chancery as they may be advised for Payment of the same out of the said Third Share, and all Costs of and incident to or consequent upon any such Application shall be paid out of the said Third Share, except as to any Costs which the said Court shall hold not to be justly payable thereout.

As to a Debt of William Henry Hamp Robinson to be charged on his Third Share.

10. The said Sum of £375, and the Interest now due and to accrue due thereon, shall also be a Charge upon all Real Estates of the Testator to be purchased by the said *William Henry Hamp Robinson*, the Purchase Money whereof shall not be paid into Court, and

As to the same.

Hamp's Estate Act, 1868.

and no Conveyance of any Lands so purchased shall be made while any Part of the said Debt and Interest remains unpaid, unless either the whole Purchase Money shall have been previously paid into Court, or a proper Mortgage of such Lands, with Power of Sale and other proper Clauses, shall have been previously made, at the Costs in all things of the said *William Henry Hamp Robinson*, his Heirs, Executors, or Administrators, unto the said Assignees, or the Persons or Person for the Time being entitled to the said Debt and Interest, or so much thereof as shall for the Time being remain unpaid, in order to secure the due Payment thereof, such Mortgage to be settled, if the Parties differ, by the Judge to whose Court the said Suits of "*Hamp v. Hamp*," "*Hamp v. Robinson*," "*Hamp v. Bolt*," and "*Tomlinson v. Robinson*" shall for the Time being be attached, and either Party to be at liberty to apply to the Court for that Purpose.

Appoint-
ment of
Trustees of
the Share
of William
Henry Hamp
Robinson.

11. The said *James Bolt* and *Robert Bolt* of *Poulton* in the County of *Gloucester*, Gentlemen, are hereby appointed Trustees for the Purposes herein-after declared, and they and the Trustees or Trustee for the Time being to be invested with the same Trusts are herein-after referred to as "*William Henry Hamp Robinson's Trustees*," and the said *William Henry Hamp Robinson* shall be deemed the Settlor, and this Act shall be deemed and taken to be the Instrument creating such Trusts within the Meaning of the Act passed in the Session of the 23rd and 24th Years of the Reign of Her present Majesty (Chapter 145), to give to Trustees, Mortgagees, and others certain Powers then commonly inserted in Settlements, Mortgages, and Wills, and the Persons or Person nominated for the Purpose of supplying Vacancies in the said Trusteeship within the Meaning of the 27th Section of the same Act shall be the said *William Henry Hamp Robinson* and his said Wife during their joint Lives, and the Survivor of them after the Decease of either of them during his or her Life, and as to the said *Eliza Ann Hamp Robinson*, notwithstanding any Coverture, and whether covert or sole.

As to Pay-
ments out of
Court to
such Trus-
tees.

12. Subject to the 9th Section of this Act, every Part of the Common Fund which, except for this present Section, might for the Time being be paid out to the said *William Henry Hamp Robinson*, his Executors, Administrators, or Assigns, as representing the Third Part allotted to him by the said Terms of Compromise, or any Portion of such Third Part, shall be paid out of Court to "*William Henry Hamp Robinson's Trustees*" for the Purposes herein-after declared, and they shall be at liberty from Time to Time to apply by Petition to the said Court with reference thereto.

13. Subject

Hamp's Estate Act, 1868.

13. Subject to the 10th Section of this Act, and to any Mortgage to be made thereunder, all Real Estates of the Testator to be purchased by the said *William Henry Hamp Robinson*, the Purchase Money whereof shall not be paid into Court, shall be conveyed to the Use of *William Henry Hamp Robinson's* Trustees, their Heirs and Assigns, subject to such Leasing Powers as herein-after mentioned, upon the Trusts herein-after declared.

As to the Conveyance of Real Estates to them.

14. *William Henry Hamp Robinson's* Trustees shall stand possessed of all Monies or Stocks paid or transferred to them in pursuance of the 12th Section of this Act upon trust as to such Monies to invest the same during the Lives of the said *William Henry Hamp Robinson* and *Eliza Ann* his Wife and the Life of the Survivor of them, with their, his, or her Consent in Writing, and after the Decease of such Survivor at the Discretion of *William Henry Hamp Robinson's* Trustees in their own Names, in some or One of the Modes herein-after mentioned (but in no other Mode); that is to say, 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* (but not in *Ireland*), or in the Purchase of Manors, Lands, or Hereditaments in *England* or *Wales* for an Estate in Fee Simple, or of Lands of a Leasehold or Copyhold or Customary Tenure convenient to be held therewith, or with any Hereditaments for the Time being subject to the subsisting Trusts hereby reposed in "*William Henry Hamp Robinson's* Trustees" (so that no Leasehold Hereditaments be purchased in which there shall be a Term of less than Sixty Years to run at the Time of the Purchase, and so that any Hereditaments of any Tenure which may be so purchased be suitably conveyed to "*William Henry Hamp Robinson's* Trustees" upon the Trusts affecting the same, and subject to such Leasing Powers as herein-after mentioned), or in purchasing the Enfranchisement of any Lands of Copyhold or Customary Tenure for the Time being subject to such subsisting Trusts, with Liberty upon any such Purchase in their Discretion to buy under restrictive Conditions, or to accept less than a perfect marketable Title, and especially in the Case of Leaseholds to dispense with the Production of the Lessor's Title, without being responsible for any Loss to be incurred in the *bonâ fide* Exercise of such Discretion, or in paying any Money for Equality of Exchange upon any Exercise of the Power of exchanging herein-after referred to, or in the Erection of new Buildings upon, or otherwise making substantial Improvements in or upon, any Hereditaments for the Time being subject to the said Trusts, and upon trust as to such Stocks to retain the same in the State in which the same shall come to the Hands of the said Trustees, or else, with such Consent or at such Discretion as aforesaid, to convert the same into Money,

As to the Trusts and Powers of *William Henry Hamp Robinson's* Trustees.

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and

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and invest the Proceeds in any of the Modes aforesaid, but in no other Mode; and *William Henry Hamp Robinson's* Trustees may from Time to Time during the Continuance of the Trusts hereby reposed in them, with such Consent or at such Discretion as aforesaid, vary and transpose within the Limits aforesaid the Investments of the Property for the Time being vested in them as such Trustees, with Liberty for that Purpose from Time to Time not only to sell or otherwise convert into Money Stocks, Funds, or Securities, but also to sell Lands, Tenements, and Hereditaments, and to purchase others, it being hereby declared that all Monies to arise from any such Conversion or Sale shall, subject to defraying thereout the Expenses of such Conversion or Sale, be held by *William Henry Hamp Robinson's* Trustees upon such and the same Trusts and with the same Powers as if the same were Monies forming Part of the said Common Fund, and paid out to them on account of the Third Share therein allotted by the said Terms of Compromise to the said *William Henry Hamp Robinson*; and *William Henry Hamp Robinson's* Trustees may, if they shall think it expedient, from Time to Time during the Continuance of the Trusts hereby reposed in them, with such Consent or at such Discretion as aforesaid, exchange Lands or Hereditaments for the Time being subject to such Trusts for other Lands or Hereditaments of the same or any other Tenure, and give or take Money for Equality of Exchange, so as no Hereditaments of Leasehold or Copyhold Tenure be taken in Exchange unless under the same Circumstances and with the same Restriction as to Length of Term under and with which the same might have been purchased for Money, but with the same Discretions as to taking under restrictive Conditions, accepting less than a perfect marketable Title, and dispensing with the Production of the Lessor's Title conferred upon them by this Act in respect of Purchases, and similarly with Liberty to insert in any Contract for Exchange any special or other Stipulations as to the Title or the Evidence or Commencement of the Title to the Lands to be given by them in Exchange or otherwise, and to rescind or vary any Contract for Exchange, and to re-exchange without being responsible for any Loss occasioned thereby, and any Hereditaments of any Tenure which may be so taken in Exchange shall be suitably conveyed to *William Henry Hamp Robinson's* Trustees upon the Trusts affecting the same, and subject to such Leasing Powers as herein-after mentioned, and any Money to be received by them for Equality of Exchange shall, subject to defraying thereout the Expenses attending such Exchange, be held by them upon such and the same Trusts and with the same Powers as if the same were Monies forming Part of the said Common Fund, and paid out to them on account of the Third Share therein allotted by the said Terms of Compromise to the said *William Henry Hamp Robinson*.

15. *William*

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15. *William Henry Hamp Robinson's* Trustees shall stand possessed of the Stocks, Funds, and Securities standing in their Names, and of the Real and Leasehold Estates which shall be conveyed to them, or purchased or taken in Exchange by them as aforesaid, upon trust out of the Interest, Dividends, and annual Proceeds of the said Stocks, Funds, and Securities, and out of the Rents and Profits of the said Real and Leasehold Estates, to pay into the proper Hands of the said *Eliza Ann Hamp Robinson* during the joint Lives of her and her said Husband, by equal half-yearly Payments on the 25th Day of *March* and the 29th Day of *September* in every Year, the annual Sum of £200, the same to be for her sole and separate Use, free from the Debts, Control, and Engagements of her said Husband, but so that the same may not be assigned, charged, or incumbered by her in the way of Anticipation, the first such half-yearly Payment to be made on the 25th Day of *March* 1869, and as soon as conveniently may be after the Decease of either of them the said *William Henry Hamp Robinson* and *Eliza Ann* his Wife to pay to her the said *Eliza Ann Hamp Robinson*, her Executors or Administrators, an apportioned Part of a half-yearly Payment of the said Annuity of £200 according to the Portion of the current Half Year which shall have elapsed at the Time of the Cesser of such Annuity, the same, if the said *Eliza Ann Hamp Robinson* shall predecease her said Husband, to be considered to have become payable to her immediately before her Decease; and upon further Trust from and after the Decease of the said *William Henry Hamp Robinson* if he shall predecease his said Wife, out of the said Interest, Dividends, annual Proceeds, Rents, and Profits, to pay to the said *Eliza Ann Hamp Robinson* and her Assigns during her Life by equal half-yearly Payments the annual Sum of £300, the first such half-yearly Payment to be made at the End of Six Calendar Months after the Decease of the said *William Henry Hamp Robinson*, and as soon as conveniently may be after the Decease of the said *Eliza Ann Hamp Robinson* to pay to her Executors or Administrators an apportioned Part of a half-yearly Payment of the said Annuity of £300 according to the Portion of the current Half Year which shall have elapsed at her Decease, the same to be considered to have become payable to her immediately before her Decease; and upon further Trust (but subject always to the said *William Henry Hamp Robinson's* Trustees retaining Property which shall in their Judgment be sufficient to answer the said Annuities by means of the Income thereof), in case the said *Mary Frances Elizabeth Hamp Robinson* shall attain the Age of Twenty-one Years, or marry under that Age with the Consent of the said *William Henry Hamp Robinson*, or of her Guardian or Guardians for the Time being upon her attaining such Age or so marrying, if the said *William Henry Hamp Robinson* shall be then dead,

The same.

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dead, or upon the Decease of the said *William Henry Hamp Robinson* if she shall have attained such Age or have so married in his Lifetime, to levy and raise by Sale or Conversion of the whole or a competent Part of the said Stocks, Funds, and Securities, or by Sale or Mortgage of all or a competent Part of the said Real and Leasehold Estates, or by both of such Means, the Sum of £5,000 as and for a Portion for the said *Mary Frances Elizabeth Hamp Robinson*, and, subject to the Trusts aforesaid, upon trust as to the said Stocks, Funds, and Securities, and Leasehold Estates, and the Interest, Dividends, and annual Proceeds, or Rents and Profits thereof, for the said *William Henry Hamp Robinson*, his Executors, Administrators, and Assigns, and as to the said Real Estates, and the Rents, Issues, and Profits thereof, for the said *William Henry Hamp Robinson*, his Heirs and Assigns for ever.

The same.

16. If the said *William Henry Hamp Robinson* shall die before all the Estates of the said Testator *Francis Hamp* situate in the County of *Hereford* shall be sold, *William Henry Hamp Robinson's* Trustees, unless directed to the contrary by the Will of the said *William Henry Hamp Robinson*, may purchase any of such Estates in the County of *Hereford* upon any such Terms as herein-before referred to for enabling them to purchase and retain the Purchase Money to await the ultimate Division of the Common Fund, and shall cause the Estates so purchased to be conveyed to such and the same or the like Uses, and subject to such and the same or the like Leasing Powers, and shall hold the same upon such and the same or the like Trusts, as any Real Estates to be purchased by the said *William Henry Hamp Robinson* in his Lifetime, and conveyed to the said Trustees as herein-before directed.

The same.

17. Notwithstanding anything herein-before contained, *William Henry Hamp Robinson's* Trustees shall from and after his Decease, or the vesting of the said Portion of £5,000, which shall last happen, until the same shall be fully paid, pay to the said *Mary Frances Elizabeth Hamp Robinson* or her Assigns (but without Prejudice to the said Annuity of £300), out of the annual Income of the said Trust Funds and Estates, Interest upon the said Sum of £5,000, or upon so much thereof as shall for the Time being remain unpaid, after the Rate of £4 *per Centum per Annum*, and the Trust for raising the said Sum of £5,000 by Sale, Conversion, or Mortgage herein-before contained shall extend to any Arrears of such Interest which may require to be raised, and to the Expenses of the Sale or Mortgage, and also shall from and after the Decease of the said *William Henry Hamp Robinson*, during any Suspense of the vesting of the said Portion, apply (but without Prejudice as aforesaid) out of the said annual Income such annual Sum, not exceeding

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exceeding £150, as they shall think fit, in or towards the Maintenance and Education of the said *Mary Frances Elizabeth Hamp Robinson*, whether any other Person or Fund shall be answerable and adequate or of Ability in that Behalf or not, and with Liberty, if they in their Discretion shall think fit, to pay the same to the Mother or Guardian for the Time being of the said *Mary Frances Elizabeth Hamp Robinson* for the Purpose aforesaid, but without requiring Accounts of the Application thereof.

18. In any Mortgage to be made under the Trusts aforesaid The same. by *William Henry Hamp Robinson's* Trustees they may insert a Power of Sale, Power to give valid Discharges to Purchasers, and any other Powers or Clauses which they may think advisable, and no Person advancing Money upon any Mortgage purporting to be so made shall be affected by any Impropriety in the Terms of such Mortgage, or concerned to inquire or take notice as to the Necessity for effecting the same, or to see that no more Money than necessary is raised thereby.

19. Upon any Sale to be made under the Powers or Trusts aforesaid The same. by *William Henry Hamp Robinson's* Trustees it shall be lawful for the said Trustees to sell, subject to any special or other Conditions as to Title or Commencement or Evidence of Title or otherwise, and either by Public Auction or by Private Contract, and to buy in or rescind, either on any Terms or gratuitously, any Contract for Sale, and to resell without being answerable for any Loss to be occasioned thereby; and no Purchaser upon any Sale purporting to be made under the Powers or Trusts aforesaid, or any of them, shall be concerned to inquire or take notice as to the Occasion, Motive, Propriety, Amount, or Regularity of such Sale, and notwithstanding any Impropriety or Irregularity whatsoever in any such Sale the same shall, so far as regards the Safety and Protection of the Purchaser or Purchasers, be deemed to be within the aforesaid Powers and Trusts in that Behalf, and be valid and effectual accordingly, and the Remedy of any Person aggrieved by any such Sale, or any Impropriety or Irregularity in any such Sale, shall be only against the Person or Persons making the same, and in Damages only.

20. Subject to the Proviso respecting Leaseholds and Copyholds The same. herein-after contained, the Leasing Powers to be inserted in Conveyances to *William Henry Hamp Robinson's* Trustees shall be as follows; (that is to say,) a Power for the said *William Henry Hamp Robinson* during his Life by Deed to appoint by way of Lease, and for his Trustees after his Decease during the Continuance of the said Trusts respecting the said Annuity of £300 a Year and Portion, or

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any of them, to demise, all or any Part or Parts of any Real Estate for the Time being subject to the said Trusts to any Person or Persons for any Term of Years absolute or determinable at the Option of either Party or of one Party only, not exceeding Fourteen Years, to take effect in possession or within Six Calendar Months after the Date of the Appointment or Demise, so as there be reserved the best yearly Rent or Rents that can be reasonably gotten, without taking anything in the Nature of a Fine or Premium (but in case under any such Power any Lease shall be made on the Surrender of a former Lease, the Value of the Lessee's Interest under such surrendered Lease may be taken into account in fixing the Terms of the new Lease), and so as there be contained in every such Lease a Condition of Re-entry for Nonpayment within a reasonable Time to be therein specified of the Rent or Rents thereby reserved, and so as the Lessee or Lessees do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent or Rents thereby reserved; and also a Power for the said *William Henry Hamp Robinson* during his Life by Deed to appoint by way of Lease, and for his said Trustees after his Decease during such Continuance of Trusts as aforesaid to demise, all or any Part or Parts of any such Real Estate as aforesaid to any Person or Persons who shall improve the same by erecting or building thereon any new House, Erection, or Building, or by rebuilding, repairing, enlarging, or improving any House, Erection, or Building then standing thereon, or shall covenant or agree so to do within Two Years after the Date of such Appointment, for any Term of Years not exceeding Ninety-nine Years, to take effect in possession or within Six Calendar Months after the Date of the Appointment or Demise, so as there be reserved on every such Appointment the best yearly Rent or Rents that can be reasonably gotten, without taking anything in the Nature of a Fine or Premium (but in case under any such Power any Lease shall be made on the Surrender of a former Lease, the Value of the Lessee's Interest under such surrendered Lease may be taken into account in fixing the Terms of the new Lease), and so as there be contained in every such Lease a Condition of Re-entry for Nonpayment within a reasonable Time to be therein specified of the Rent or Rents thereby reserved, and so as the Lessee or Lessees do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent or Rents thereby reserved: Provided always, that a Peppercorn Rent or any smaller Rent than the Rent to be ultimately made payable may be made payable during all or any Part of the first Five Years of any such last Term as aforesaid; provided also, that in the Case of Leaseholds and Copyholds, Powers to direct Demises by the Trustees shall be substituted for the Powers of appointing by way of Lease, which would in the Case of Freeholds be given to the said *William Henry Hamp Robinson*, and in the
Case

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Case of Copyholds shall be given subject only to such Licences (if any) being obtained from the Lords of the Manors whereof the same shall be holden as shall be necessary or proper in that Behalf respectively.

21. Saving always to the Queen's most Excellent Majesty, and to all and every other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns (other than and except the Persons mentioned or referred to in the following Section of this Act), all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever at Law or in Equity as they or any of them had before the passing of this Act, or could or might or ought to have had and enjoyed in case this Act had not been passed.

General
Saving.

22. The Persons excepted from the foregoing General Saving are as follows; (that is to say,) first, the Queen's most Excellent Majesty and Her Successors so far as relates to the Declaration and Enactment by the 6th Section of this Act declared to be binding on Her Majesty and Her Successors; secondly, the Executors and Administrators for the Time being of the said *John Hamp*, the Trustee of the said Will of the said Testator *Francis Hamp*, in respect of the Trusteeship committed by the said Will to the said *John Hamp* and *Thomas Pratt*, and especially the said *Robert Sherratt Tomlinson* and *William Haughton Freer* as the present Executors of the said *John Hamp* in respect of the same Trusteeship, and every or all other the Person or Persons (if any such there can be) for the Time being holding the same Trusteeship; thirdly, the said *James Bolt* as such Trustee as aforesaid under the said Will, his Heirs and Assigns, and every or all other the Person or Persons (if any such there can be) for the Time being holding the Trusteeship committed by the said Will as altered by the said Codicil of the 26th Day of *March* 1849 to the said *James Bolt*; fourthly, the said *Charles Proberts* as such surviving Executor of the said *Francis Hamp* as aforesaid, and the Executors and Administrators for the Time being of the said *Francis Hamp*; fifthly, the said *William Henry Turner*, *John Bosley*, *Thomas Palmer*, and *Mary Ann Merrick* respectively as such Trustees respectively as aforesaid of the said Settlements of the 31st Day of *May* 1852 and the 14th Day of *June* 1852 respectively, and their respective Executors, Administrators, and Assigns, and all other the respective Trustees for the Time being of the said Settlements respectively; sixthly, the said *Frances Hamp*, her Executors, Administrators, and Assigns; seventhly, the said *Frances Hamp* as Executrix of the said *John Hampden Hamp*, and the Executors and Administrators for the Time being of the said *John Hampden Hamp*;

Exceptions
from General
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Hamp; eighthly, the said *Horatio Hamp* and the Heirs Male of his Body; ninthly, the said *William Henry Hamp Robinson* and his Assigns; tenthly, the first and other Sons of the Body of the said *William Henry Hamp Robinson* and the Heirs Male of their respective Bodies; eleventhly, the said *Eliza Ann Hamp Robinson*, her Executors, Administrators, and Assigns; twelfthly, the said *James Bolt* as Trustee of the herein-before recited Indentures of the 21st Day of *April 1852*, his Executors, Administrators, and Assigns, and all other the respective Trustees for the Time being of the said Indentures respectively; thirteenthly, the said *Mary Frances Elizabeth Hamp Robinson* and all the Children of the said *William Henry Hamp Robinson*, to be hereafter born and capable of taking Portions under the Powers of the Will of the said Testator *Francis Hamp* in respect of such Powers or Portions, and their Rights respectively under the said Indenture of the 20th Day of *December 1864*, and their respective Executors, Administrators, and Assigns; fourteenthly, the said *Charles Proberts* and *Francis Hamp Adams* as Trustees of the said Indenture of the 20th Day of *December 1864*, and their respective Executors, Administrators, and Assigns, and all other the Trustees for the Time being of the same Indenture; fifteenthly, the said *Francis Hamp Adams*, his Executors, Administrators, and Assigns, and the present and future Assignees under his said Bankruptcy, in respect of the said Debt of £375 and the Interest thereof, and the said Mortgage Security for the same; sixteenthly, the right Heirs of the said Testator *Francis Hamp*, the said *Robert Sherratt Tomlinson* and *William Haughton Freer* as the Executors and as the Trustees of the Will and Codicils of the said Testator *John Hamp*, and the Executors and Administrators for the Time being of the same *John Hamp*, and all Persons from Time to Time holding any Trusteeship committed by his Will and Codicils, or any of them, to the said *Robert Sherratt Tomlinson* and *William Haughton Freer*, and all Persons having any Estate or Interest under or by virtue of the Will and Codicils of the said Testator *John Hamp*, or any of them, and also so far as relates to the Determination at Law of the said Term of Five hundred Years intended to be created by the said Will of the said *Francis Hamp* (if the same ever arose), and of the other Terms herein-before mentioned, and the Indemnification of the said *Robert Sherratt Tomlinson* and *William Haughton Freer* respectively, and their respective Heirs, Executors, Administrators, and Assigns, in respect of all Acts, Matters, and Things to be done, permitted, or omitted in pursuance of the Trusts by this Act reposed in the said *Robert Sherratt Tomlinson*, and *William Haughton Freer*, their Heirs, and Assigns; all Persons whomsoever (if any) not herein-before particularly referred to whom any Estate or Interest whatever, whether at Law or in Equity, of and in the

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Hamp's Estate Act, 1868.

Hereditaments comprised in the said Schedules to this Act, or either of them, hath been given or limited, or shall have descended or devolved, or shall descend or devolve, by virtue of the Will of the said Testator *Francis Hamp*, or in remainder or reversion expectant on the Limitations in such Will contained.

23. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Hamp's Estate Act, 1868.*" Short Title.

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

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Hamp's Estate Act, 1868.

The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

Nos.	County.	Parish.	Description of Premises.	Name of Tenant or Occupier.	Term for which holden.	Acreage or thereabouts.		
						A.	R.	P.
1	Gloucester -	Lower Guiting, otherwise Guiting Power.	The Manor or Lordship, or reputed Manor or Lordship, of Castlett.	—	—	—	—	—
2	Ditto -	Ditto -	The Messuage or Tenement and Farm, with the Outbuildings, Cottages, Gardens, Arable Meadow Pasture and Plantations, with the Appurtenances thereunto belonging, called "Castlett Farm."	Thomas Baker, with the Exception of the Plantations which are in hand.	Yearly Tenant	326	2	29
3	Ditto -	Ditto -	Tithe Rentcharge of £40, issuing and payable out of 123 Acres 2 Roods 31 Perches of Land in the Hamlet of Castlett.	—	—	—	—	—
4	Ditto -	Ditto -	Castlett Wood	In the Possession of the Receiver.	—	44	2	32
5	Ditto -	Donnington, near Stowe-on-the-Wold.	Cottage and Garden	James Webb	Ditto	0	0	8
6	Ditto -	Ditto -	Ditto	Thomas Webb	Ditto	0	0	14
7	Derby -	Rosliston -	Nick's Closes	Mary Ann Holden.	Ditto	11	1	8
8	Ditto -	Rosliston and Walton-upon-Trent.	Cottage and Buildings, called the "Gorse Lands," with Lands called "House Close" and "Bee's Meadow."	Samuel Smith	Ditto	9	1	34

And all (if any) other Tithes or Rentcharges in lieu of Tithe and all (if any) redeemed Land Tax or Charges in respect thereof of the Testator, Francis Hamp, arising out of or charged upon Lands or Hereditaments situate in the Counties of Gloucester and Derby, and all other the Freehold Lands and Hereditaments (if any) of the same Testator situate in the same Counties.

Hamp's Estate Act, 1868.

THE SECOND SCHEDULE.

Nos.	County.	Parish.	Description of Premises.	Name of Tenant or Occupier.	Term for which holden.	Acreage or thereabouts.
9	Hereford	Abbeydore	The Manor or reputed Manor of Morehampton.	W. H. Hamp Robinson.	Yearly Tenant	A. R. P. —
10	Ditto	Ditto	The River Dore	Ditto	Ditto	3 3 30
11	Ditto	Abbeydore and Vowchurch.	The Messuages or Tenements, Buildings, Farm, and Lands, with the Appurtenances, called "Morehampton Farm."	William Dyer	Yearly Tenant	496 1 3
12	Ditto	Abbeydore	The Messuage or Tenement, Farm and Lands, with the Outbuildings and Appurtenances, called "Farm House."	Mrs. Osborne	Ditto	155 0 17
13	Ditto	Ditto	The Messuage or Tenement, Farm and Lands, with the Outbuildings and Appurtenances thereto belonging, formerly called "Woodwards Farm," but now "The Woodhouse Farm."	Clement Preece	Yearly Tenant	38 3 8
14	Ditto	Abbeydore and Bacton.	All those several Messuages or Tenements and Farms, with the Lands, Outbuildings, and Appurtenances thereto belonging, called "Black Bush Landerwin and Carey's Gate."	Samuel Collins	On Lease for 21 Years from the 2nd February 1852	312 2 17
15	Ditto	Abbeydore	Labourer's Cottage and Garden called "Stubby Hut."			
16	Ditto	Ditto	The Back Brook	Wm. Dyer, Mrs. Osborne, and Samuel Collins.	Included in their above-mentioned Tenancies.	1 2 24
17	Ditto	Ditto	New Barns Wood	In the Possession of the Receiver.	- - -	63 2 4
18	Ditto	Ditto	Ravenshoot Wood	Ditto	- - -	26 3 19
19	Ditto	Ditto	The Park Rough Wood	Ditto	- - -	15 3 35
20	Ditto	Ditto	Limekiln Rough Wood, otherwise called "Pontipinna Brake."	Ditto	- - -	8 0 16
21	Ditto	Ditto	The Messuage or Tenement, Farm and Lands, with the Outbuildings and Appurtenances, called "New Barn and Street."	Thomas Davis and Son.	Yearly Tenant	179 1 20
22	Ditto	Ditto	Street Cottage, Garden, and Land.	James Williams	Ditto	0 1 35
23	Ditto	Ditto	Woods belonging to New Barns Farm.	In the Possession of the Receiver.	- - -	11 1 27
24	Ditto	Ditto	Several Pieces or Parcels of Land, formerly called "Little New Street," but now the "New Street Pastures."	Thomas Davis and Son.	Ditto	22 1 12
25	Ditto	Bacton	The Manor or reputed Manor of Bacton.	W. H. Hamp Robinson.	Ditto.	—
26	Ditto	Ditto	The River Dore	Ditto	Ditto	2 2 20

*Hamp's Estate Act, 1868.*THE SECOND SCHEDULE—*continued.*

Nos.	County.	Parish.	Description of Premises.	Name of Tenant or Occupier.	Term for which holden.	Acreage or thereabouts.
27	Hereford	Bacton	The perpetual Advowson and next Presentation to the Rectory of Bacton, with the Parsonage House, Glebe, and Tithe Rentcharge thereto belonging.	The Rev. Charles Proberts, Incumbent.		A. R. P. 0 2 5
28	Ditto	Bacton and St. Margaret.	The Stone-built Messuage or Tenement called Bacton Villa, with the Coach-house, Stable, Outbuildings, Lawns, Rookery, and Two Cottages, and 112 Acres and 29 Perches of Rough Pasture Land.	W. H. Hamp Robinson.	Yearly Tenant	156 0 21
29	Ditto	Ditto	The Messuage or Tenement Farm and Lands, formerly called "Steward's House and Farm," and now called "The Cwm Farm," together with the Cwm Barn, Stable Yard, and Lands.	The Rev. Charles Proberts.	Ditto	44 0 22
30	Ditto	Bacton	The Messuage or Tenement, Farm and Lands, with the Outbuildings, called "The Green Farm."	James Bolt	Ditto	132 0 7
31	Ditto	Ditto	The Messuage or Tenement and Lands, with Water Corn Grist Mill, and Outbuildings, called "New Court Mill," together with the Mill Stream.	Joseph Cook	Ditto	16 1 2
32	Ditto	Bacton and St. Margaret.	The Messuage or Tenement, Farms and Lands, with the Outbuildings, called "New Court Farm and the Lodge Farm."	Joseph Saunders	Ditto	190 1 25
33	Ditto	Bacton	The Mill Wood	In the Hands of the Receiver.		8 0 1
34	Ditto	Ditto	Lanarrow Wood	Ditto		38 2 31
35	Ditto	Ditto	New Field, otherwise New Court Wood.	Ditto		18 2 39
36	Ditto	Ditto	Cwm Sayce and Lodge Woods	Ditto		13 1 0
37	Ditto	Bacton and St. Margaret.	The Knap Wood	Ditto		15 1 28
38	Ditto	Bacton	The Messuage or Tenement, Outbuildings and Lands, called "The Upper Grange."	Mrs. Frances Sarah Fisher.	Yearly Tenant	6 0 9
39	Ditto	Ditto	The Barn, Buildings, and Lands, called "The Upper Grange Farm," together with the Messuage or Tenement, Outbuildings and Lands, called "Pear Tree Cottage."	Thomas Rogers	Ditto	54 0 17
40	Ditto	Ditto	Two Pieces of Pasture Land, One called "The Dutch Clover," and the other "Bear Croft."	The Rev. Charles Proberts.	Ditto	5 1 29
41	Ditto	Ditto	The Long Meadow	James Bolt	Ditto	1 0 15

*Hamp's Estate Act, 1868.*THE SECOND SCHEDULE—*continued.*

Nos.	County.	Parish.	Description of Premises.	Name of Tenant or Occupier.	Term for which holden.	Acreage or thereabouts.
42	Hereford	Bacton	A Cottage, Garden, and Orchards.	Mrs. Martha Thomas.	Yearly Tenant	A. R. P. 2 3 8
43	Ditto	Ditto	The Messuages or Tenements, Farms and Lands, with the Outbuildings, called "Tremerrerrigg," or the "Upper House Farm," and "Paradise Farm."	Charles Powell	Ditto	167 1 34
44	Ditto	Ditto	House, Gardens, and Orchards, formerly called "Paradise," but now "The Dingle."	Lewis Cheese	Ditto	0 3 36
45	Ditto	Ditto	The Dingle Wood, formerly called "Paradise Wood."	In the Hands of the Receiver.	- - -	4 2 24
46	Ditto	Ditto	Russell's Coppice Wood	Ditto	- - -	8 0 33
47	Ditto	St. Margaret	The Messuage or Tenement, Farm and Lands, with the Outbuildings, called "St. Margaret's Farm."	John Jones	Yearly Tenant	93 1 10
48	Ditto	Ditto	The Messuage or Tenement, Farm and Lands, with the Outbuildings, called "The Murdy."	William Watkins	Ditto	57 2 31
49	Ditto	Ditto	A Barn, Buildings, and Lands adjoining the Murdy Farm.	George Seaborne	Ditto	31 1 37
50	Ditto	Ditto	The Murdy Wood, formerly called "St. Margaret's Wood."	In the Hands of the Receiver.	- - -	14 2 9
51	Ditto	Ditto	St. Margaret's Park Wood	Ditto	- - -	70 3 10
52	Ditto	Ditto	New Coppice Wood	Ditto	- - -	7 0 27
53	Ditto	Ditto	Black Bush Wood	Ditto	- - -	17 2 31
54	Ditto	Abbeydore, Bacton, and St. Margaret.	Roads	- - -	- - -	10 0 12
55	Ditto	Walterstone	An undivided Moiety of Two Messuages or Tenements, Farms, Outbuildings, and Lands, called "Walterstone Court and Common Farms," containing in the aggregate 83 Acres 1 Rood 27 Perches.	Thomas Lewis	Yearly Tenant	41 2 34
56	Ditto	Woolhope	A Messuage or Tenement, Outbuildings, Farm, and Lands, called "Gurney's Oak."	Susan Jones	Ditto	14 0 23
57	Leicester	Stapleton	A Messuage or Tenement, Outbuildings, Farm, and Lands, called "Stapleton Farm."	Joseph Beale	Ditto	200 0 0
58	Stafford	Edingale	Several Pieces of Land	Thomas Stevenson	Ditto	17 2 39

And all (if any) Tithes or Rentcharges in lieu of Tithe and all (if any) redeemed Land Tax or Charges in respect thereof of the Testator, Francis Hamp, arising out of or charged upon Lands or Hereditaments situate in the Counties of Hereford, Leicester, and Stafford, and all other the Freehold Lands and Hereditaments (if any) of the same Testator situate in the same Counties.

[*Private.*]

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The

Hamp's Estate Act, 1868.

THE THIRD SCHEDULE.

Nos.	County.	Parish.	Description of Premises.	Name of Tenant or Occupier.	Term for which holden.	Acreage or thereabouts.
59	Hereford -	St. Margaret -	Part of the Copyhold Tenement called "Githouse," held under the Earl of Abergavenny as Lord of the Manor of Ewyas Lacy for the Life of Sir Hungerford Hoskyns, Baronet.	The Rev. Charles Proberts.	Yearly Tenan	A. R. P. 2 2 18
60	Ditto -	Ditto -	Further Part of the said Copyhold Tenement.	John Jones -	Ditto -	27 0 6
61	Ditto -	Ditto -	The Residue of the said Copyhold Tenement, being Githouse Wood and the Fall of the Water Wood (Coppice only).	In the Hands of the Receiver.	- - -	29 2 21

And all other the Copyhold Lands and Hereditaments (if any) of the Testator, Francis Hamp situate in the County of Hereford.

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