



ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 21.

An Act for authorizing the Sale of the *Kelmarsh* Estate in the County of *Northampton*, devised by the Will of *William Lord Bateman* deceased, and the Discharge of the Incumbrances affecting that Estate; and for other Purposes.

[7th August 1851.]

WHEREAS by an Indenture of Release and Settlement, dated the Fifteenth Day of *August* One thousand eight hundred and twenty-two, and made or expressed to be made between *William Hanbury* then of *Kelmarsh* in the County of *Northampton*, and of *Shobdon Court* in the County of *Hereford*, Esquire, of the First Part, *Elizabeth Chichester* Spinster of the Second Part, *Sotherton Branthwayte Micklethwait* and *James Kibblewhite* of the Third Part, and the Right Honourable *Randolph Stewart*, then commonly called Viscount *Garlies*, and *Arthur Chichester*, of the Fourth Part, and grounded as to its Operation as a Release on a usual Bargain and Sale for a Year precedent thereto, and being the Settlement made on the Part of the said *William Hanbury* on the Marriage then intended between him and the said *Elizabeth Chichester*, the said *William Hanbury* did grant, bargain, sell, release, and confirm unto the said *Sotherton Branthwayte Micklethwait*

Indenture of Release and Settlement, dated 15th August 1822.

[Private.]

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and

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and *James Kibblewhite*, their Heirs and Assigns, certain Parts therein described of the Manor or Lordship, Capital Messuage, or Chief Mansion or Manor House, Messuages, Cottages, Tenements, Lands, Grounds, and Hereditaments respectively situate in or near the several Parishes of *Kelmarsh* and *Arthingworth* in the County of *Northampton*, and all which Manor, Capital and other Messuages, Cottages, Tenements, Lands, Grounds, and Hereditaments are in this Act referred to as "The *Kelmarsh* Estate," with the Appurtenances, to hold unto the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, their Heirs and Assigns, to the Use of the said *William Hanbury*, his Heirs and Assigns, until the Solemnization of the said then intended Marriage, and upon and immediately after that Event, to the Use of the said *Randolph Viscount Garlies* and *Arthur Chichester*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years from the Day of the Date of the now-reciting Indenture, upon the Trusts therein-after declared concerning the same (but which Trusts have since ceased), and, subject to the same Term and the Trusts thereof, to the Use of the said *William Hanbury* and his Assigns during his natural Life, and from and after his Decease, to the Use, Intent, and Purpose that the said *Elizabeth Chichester* and her Assigns (in case she should survive the said *William Hanbury*) should from Time to Time after his Decease during her natural Life have, receive, take, and enjoy One annual Sum or yearly Rentcharge of One thousand five hundred Pounds, to be yearly issuing and payable out of and charged and chargeable upon all and singular the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments thereby released, and to be payable without any Deduction or Abatement whatsoever, as therein expressed, and as a Jointure for her, and in bar of Dower or Thirds and Freebench at the Common Law, by Custom or otherwise, and with Powers of Distress and Entry and Perception of Rents and Profits thereby respectively limited to her and her Assigns, for better securing the Payment of the same Jointure, and, subject thereto, to the Use of the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years from the Day of the Date thereof, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, and, subject to the same Term and the Trusts thereof, to the Use of the said *William Hanbury*, his Heirs and Assigns, for ever; and it was thereby declared, that the said Term of Two thousand Years was limited to the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, their Executors, Administrators, and Assigns, upon trust for securing to the said *Elizabeth Chichester* and her Assigns the due and regular Payment of the said Jointure, and for raising Portions for the younger Child or Children of the said Marriage, according to the Provisions, Trusts, and Declarations therein-after contained; and upon further trust, in case and when and so often as the said Jointure, or any quarterly Payment thereof, should be in arrear and

unpaid,

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unpaid, in the whole or in part, by the Space of Three Calendar Months next after any One of the Days or Times therein-before appointed for Payment thereof, then and in that Case, and from Time to Time as often as it should so happen, the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, and the Survivor of them, his Executors, Administrators, or Assigns, might and should, by and out of the Rents and Profits of the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments thereby limited to the Use of the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, their Executors, Administrators, and Assigns, as aforesaid, for all or any Part of the said Term of Two thousand Years therein, or by Mortgage or Sale thereof or of a competent Part thereof, or by bringing Actions against or making Distresses upon all and every or any of the then present or future Tenants of the said Hereditaments and Premises for the Recovery of the Rents then in arrear, or by making Entries upon the said Hereditaments and Premises, or by all and every or any One or more of the said Ways and Means, or by any other Ways and Means, levy and raise such Arrears of the said Jointure as from Time to Time should become due and remain unpaid, together with all Damages, Costs, Charges, and Expenses as the said *Elizabeth Chichester* or her Assigns should incur, expend, sustain, or be put unto by reason of the Nonpayment of the said Jointure or any Part thereof, together with the Costs, Charges, and Expenses attending the Execution of the Trusts of the said Term of Two thousand Years, and might and should, in the first place, retain and reimburse to and for himself and themselves, the Costs, Charges, and Expenses of and attending the Execution of the Trusts thereby reposed in them or him, and in the next place might and should pay and satisfy to the said *Elizabeth Chichester*, her Executors, Administrators, or Assigns, all Arrears of the said Jointure; and all Costs, Charges, Damages, and Expenses which she and they should have incurred, suffered, borne, sustained, and laid out by reason or on account of the Nonpayment thereof, or in or about the recovering and enforcing the Payment of the same; and upon further trust, that in case there should be One or more Child or Children of the said then intended Marriage, other than or besides an eldest or only Son for the Time being entitled under the Limitations contained in the Will of the Right Honourable *John Viscount Bateman*, then deceased, bearing Date the Twenty-fourth Day of *May* One thousand seven hundred and eighty-four, to the First Estate of Inheritance in Tail Male of and in the Hereditaments thereby devised in strict Settlement, then and in such Case the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, or the Survivor of them, or the Executors or Administrators of such Survivor, might and should, after the Decease of the said *William Hanbury*, or in his Lifetime if he should so direct, by any Deed in Writing, to be sealed and delivered by him, and attested by Two or more credible Witnesses, (but subject and without Prejudice to a yearly Rentcharge which hath since determined,) by Mortgage, Sale, or other Disposition of all or any Part

or

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or Parts of the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Term of Two thousand Years for all or any Part of that Term, or by the Rents and Profits of the same Premises, or of any Part thereof in the meantime, or by bringing Actions against or making Distresses on the Tenants or Occupiers of the Premises comprised in the same Term, for the Rents in arrear or any of them, or by all or any of the Ways and Means aforesaid, as the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, or the Survivor of them, or the Executors or Administrators of such Survivor, should think proper, levy and raise, for the Portion or Portions of all and every the Children and Child of the said then intended Marriage, other than and except an eldest or only Son for the Time being entitled as aforesaid, the Sum or Sums of Money therein-after mentioned, [(that is to say,) after providing for the Cases of One and Two such younger Children], in case there should be Three or more Children of the said then intended Marriage, other than or besides an eldest or only Son so entitled as aforesaid, then should by the like Ways and Means raise and levy the Sum of Fifteen thousand Pounds of lawful Money as aforesaid, and with Interest thereon, as therein expressed, and the same to be in trust for all and every or such or more exclusively of the other or others of the Children of the said then intended Marriage, other than or besides an eldest or only Son so for the Time being entitled as aforesaid, or in trust for all and every or such One or more exclusively of the others or other of the Issue born in the Lifetime of the said *William Hanbury* of any such Child or Children, except as aforesaid, or both in trust for all and every or such One or more exclusively of the other or others of such Children, except as aforesaid, and all and every or such One or more exclusively of the other or others of the Issue born in the Lifetime of the said *William Hanbury* of any such Child or Children, except as aforesaid, and to be vested in such Child or Children or Issue respectively, and to be paid to him, her, or them respectively, at such Age or Time, or respective Ages or Times, not happening after Twenty-one Years, to be computed from the Decease of the said *William Hanbury*, in such Manner and in such Shares and Proportions as the said *William Hanbury* should by Deed, Will, or Codicil, as therein expressed, direct, limit, or appoint (but which Power of Appointment he did not in any Manner exercise); and in default of such Direction, Limitation, or Appointment, the said Sum of Fifteen thousand Pounds to be paid to and be divided between or among the Children of the said then intended Marriage, other than or besides an eldest or only Son so for the Time being entitled as aforesaid, in equal Shares and Proportions, the Share or respective Shares of such of them as should be a Son or Sons to be an Interest or Interests absolutely vested in him or them respectively at his or their Age or respective Ages of Twenty-one Years, or Death or respective Deaths under that Age, leaving Issue him or them respectively surviving, and the Share or respective Shares of such of them as should be

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be a Daughter or Daughters to be an Interest or Interests absolutely vested in her or them respectively at her or their Age or respective Ages of Twenty-one Years, or on the Day or respective Days of her or their Marriage or respective Marriages under that Age, which should first happen, and be paid to him, her, or them respectively on or at the same Ages, Days, or Times respectively, if the same should happen after the Decease of the said *William Hanbury*, but if the same should happen in his Lifetime, then immediately after his Decease, and with Interest after the Rate therein expressed from the Time or respective Times when the same should be actually payable, according to or in default of the Appointment aforesaid; and it was thereby provided, that if there should be more than One Daughter or younger Son for whom Portions were intended to be thereby provided as aforesaid, and any of them, being a Son or Sons, should depart this Life, or become an eldest or only Son so for the Time being entitled as aforesaid, before he or they respectively should attain the Age of Twenty-one Years, and should so die without leaving any Issue living at his or their Death or respective Deaths, or being a Daughter or Daughters, should depart this Life without having been married, and under the Age of Twenty-one Years, then the Share intended to be thereby provided for each such Son so dying, or becoming an eldest or only Son entitled as aforesaid, and for each such Daughter so dying, or so much thereof as should not have been raised and paid and applied for the Preferment in the World of any such Son, in pursuance of the Power or Authority therein-after for that Purpose contained, should go, accrue, and belong to the Survivors and Survivor and others or other of such Children, not being an eldest or only Son entitled for the Time being as aforesaid, and, as far as Circumstances would permit, should vest in and be paid to him, her, or them, if more than One, in equal Shares and Proportions, at such and the same Time or Times and in such and the same Manner as were therein-before declared concerning his, her, or their original Share or Shares of and in the said Sum of Fifteen thousand Pounds; and that in case more than One such Son should depart this Life, or become an eldest or only Son entitled as aforesaid, under the Age of Twenty-one Years, and should so die without leaving any Issue living at his or their Death or respective Deaths, or more than One such Daughter should depart this Life under that Age without having been married, then and so often as the same should happen, in case no such Direction or Appointment as aforesaid should be made to the contrary, all and every the surviving or accruing Share or Shares of such last-mentioned Child or Children so dying, or becoming an eldest or only Son entitled as aforesaid of and in the said Sum of Fifteen thousand Pounds, or of and in such Part thereof as should not have been raised and paid or applied for the Preferment or Advancement in the World of any such Son, by, under, or in pursuance of the Power or Authority therein-after contained and therein-before referred to, should again from Time to Time go, accrue, and belong

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to the Survivors and Survivor and others or other of the said Children not being an eldest or only Son entitled as aforesaid, and, so far as the Circumstances would admit, should vest in and be payable to or between him or them respectively in equal Shares, if more than One at the same Time or Times and in the same Manner as therein-before was mentioned touching or concerning his, her, or their original Share or Shares of and in the said Sum of Fifteen thousand Pounds; and it was thereby provided, that it should be lawful to and for the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, at any Time or Times after the Decease of the said *William Hanbury*, or in his Lifetime, if he should in his Lifetime so direct by any Writing or Writings under his Hand, to levy and raise by the Ways and Means aforesaid any Part or Parts of the Portion or Portions intended to be thereby provided for such younger Sons respectively as aforesaid, not exceeding in the whole for any One such younger Son One Moiety or Half Part or Share of his then expectant Portion, and to pay and apply the Money so to be raised for the Preferment, Advancement, or Benefit of such younger Son or Sons in such Manner as the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should think fit; and upon this further trust, that the Trustees or Trustee for the Time being of the said Term of Two thousand Years should after the Death of the said *William Hanbury*, and thenceforth until the said Portions should become payable, answer and pay to the Person and Persons for the Time being entitled to the same Portions respectively such Maintenance as the said Trustees or Trustee for the Time being of the said Term of Two thousand Years should deem reasonable, and not exceeding the Rate of Four Pounds for One hundred Pounds for a Year on the Amount of the Portion to which such Persons respectively should for the Time being be so entitled, the same Maintenance to be answered and raised by the Ways or Means aforesaid, or any of them, and paid half-yearly on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year, the First Payment thereof to become due on such of the said Days as should first happen after the Death of the said *William Hanbury*; and it was thereby provided, that in no Event should any One Child be entitled to have more than Ten thousand Pounds for his or her Portion, or any Two Children to have or divide between them under the Trusts therein-before declared, either by reason of Survivorship or otherwise, any Sum exceeding in the whole the Sum of Twelve thousand Pounds; and it was thereby provided, that no Sale or Mortgage should be made by the Trustees or Trustee of the said Term of Years for the Time being of any Hereditaments comprised in the same Term, for raising the Portion or Portions thereby directed to be raised under the Trusts of the said Term, until some or One of the same Portions, or any Money to be paid by way of

Advancement

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Advancement in respect thereof, should become payable; and upon further trust, that the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, and the Survivor of them, his Executors or Administrators, from Time to Time, after answering and performing the Trusts therein-before declared of and concerning the said Term of Two thousand Years, and at all Times subject thereto, might and should permit and suffer the Person or Persons who for the Time being should be entitled to the Reversion or Remainder of the same Hereditaments and Premises comprised in the same Term of Two thousand Years expectant on the Determination of the said Term to receive and take the Rents and Profits of the same Hereditaments and Premises to and for his and their own Use and Benefit; and upon this further trust, that the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, and the Survivor of them, his Executors and Administrators, might and should from Time to Time, after answering, satisfying, and discharging the Trusts therein-before declared of any Monies which for the Time being should have arisen under the Trusts aforesaid, and also after paying, deducting, and retaining the Costs, Charges, and Expenses attending the Execution of the said Trusts, pay to the Person or Persons for the Time being so entitled to the said Reversion or Remainder as aforesaid, or to whom he or they should appoint, the Money, if any, which from Time to Time should remain in the Hands of the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, or the Survivor of them, his Executors or Administrators: And whereas at the Time of the Date and Execution of the recited Indenture of Release and Settlement certain Parts of the said settled Manor, Messuages, Lands, and Hereditaments were subject to a Mortgage thereof for a Term of Four hundred and fifty Years from the Nineteenth Day of *October* One thousand eight hundred and seventeen, created by an Indenture dated the Twentieth Day of *October* One thousand eight hundred and seventeen, and made between *Charles James Packe* of the First Part, the said *William Hanbury* of the Second Part, the said *Sotherton Branthwayte Micklethwait* and *Ann* his Wife of the Third Part, and *John Micklethwait*, *Nathaniel Micklethwait*, *Robert Andrew*, and *Philip Hamond* of the Fourth Part, for securing the Payment by the said *William Hanbury*, his Heirs, Executors, Administrators, or Assigns, unto the said *John Micklethwait*, *Nathaniel Micklethwait*, *Robert Andrew*, and *Philip Hamond*, their Executors, Administrators, or Assigns, of the Sum of Ten thousand Pounds, with Interest after the yearly Rate of Five Pounds in the One hundred Pounds thereon: And whereas at the same Time certain other Parts of the said settled Manor, Messuages, Lands, and Hereditaments were subject to a Mortgage thereof for a Term of Four hundred and fifty Years from the Nineteenth Day of *October* One thousand eight hundred and seventeen, created by an Indenture dated the Twentieth Day of *October* One thousand eight hundred and seventeen, and made or expressed to be made between the said *Charles James Packe* of the First Part, the said *William Han-*
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Indenture of
Settlement,
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bury of the Second Part, and *John Hanbury* of the Third Part, for securing the Payment by the said *William Hanbury*, his Heirs, Executors, Administrators, or Assigns, unto the said *John Hanbury*, his Executors, Administrators, or Assigns, of the Sum of Seven thousand Pounds, with Interest after the yearly Rate of Five Pounds in the Hundred thereon: And whereas at the same Time certain other Parts of the said settled Manor, Messuages, Lands, and Hereditaments were subject to a Mortgage thereof for a Term of Four hundred Years from the Nineteenth Day of *July* One thousand eight hundred and twenty-one, created by an Indenture dated the Twentieth Day of *July* One thousand eight hundred and twenty-one, and made or expressed to be made between the said *William Hanbury* of the One Part, and *Henry Cox* of the other Part, for securing the Payment by the said *William Hanbury*, his Heirs, Executors, Administrators, or Assigns, unto the said *Henry Cox*, his Executors, Administrators, or Assigns, of the Sum of Three thousand seven hundred Pounds, with Interest after the yearly Rate of Five Pounds in the Hundred thereon: And whereas by an Indenture of Assignment and Settlement, dated the Fifteenth Day of *August* One thousand eight hundred and twenty-two, and made or expressed to be made between the said *Elizabeth Chichester* of the First Part, the said *William Hanbury* of the Second Part, the said *Arthur Chichester* of the Third Part, and the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite* of the Fourth Part, (being the Settlement made on the Part of the said *Elizabeth Chichester* on the said then intended Marriage,) the said *Elizabeth Chichester* did bargain, sell, assign, transfer, and set over unto the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, their Executors, Administrators, and Assigns, the One equal Third Part or Share of the said *Elizabeth Chichester* of and in Two several Sums of Fifteen thousand Pounds and Six thousand Pounds, being respectively then *Irish* Currency, therein expressed to have been settled for the Benefit of the younger Children of the Marriage of the then late Lord *Spencer Stanley Chichester* with the Lady *Ann Harriot*, then his Widow, but subject to the Deduction out of such Third Part or Share of the said Sum of Six thousand Pounds of the Sum of Five hundred Pounds, Part thereof, therein expressed to have been assigned for the said *Arthur Chichester*, and all Interest for the same Third Part or Share, subject to such Deduction as aforesaid, with the Appurtenances, to hold unto the said *Sotherton Branthwayte Micklethwait* and *James Kibblewhite*, their Executors, Administrators, and Assigns, upon trust, in the first place, to receive and retain thereout the Sum of Five hundred Pounds, then *Irish* Currency, and Interest, as therein expressed, for the said *Arthur Chichester*, his Executors, Administrators, and Assigns; and as to the Residue of the said Third Part of the said Sums of Fifteen thousand Pounds and Six thousand Pounds, subject to the Deduction of the said Two several Sums of Five hundred Pounds and Five hundred Pounds for the Benefit of the said *Arthur Chichester*, and the Interest of the same

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same Residue, upon trust for the said *Elizabeth Chichester*, her Executors, Administrators, and Assigns, until the said then intended Marriage; and after that Event, upon trust, when thereunto enabled, to pay and apply the said Residue in and towards Satisfaction and Discharge, so far as the same would extend, of the therein-before and herein-before mentioned Principal Sums of Three thousand seven hundred Pounds, Seven thousand Pounds, and Ten thousand Pounds, then charged upon the said several Parts of the said settled Manor, Messuages, Lands, and Hereditaments as aforesaid, in the Order, Course, and Priority in which the same Mortgages were therein-before mentioned, as lastly herein-before appearing, and in the meantime apply the Interest of such Residue towards Payment of the Interest due and to grow due for the same Principal Monies respectively; and from and after the Satisfaction and Discharge of the same Mortgage Debts, and the Interest thereof, by the said *William Hanbury*, his Heirs, Executors, Administrators, or Assigns, by and out of his and their own proper Monies, then to pay the said Residue and Interest, or so much as might not have been applied towards Discharge of the same Mortgages or either of them, unto the said *William Hanbury*, his Executors, Administrators, or Assigns, to and for his and their absolute Benefit: And whereas on the Sixteenth Day of *August* One thousand eight hundred and twenty-two the Marriage between the said *William Hanbury* and the said *Elizabeth Chichester* was duly solemnized: And whereas the said *William Hanbury* was afterwards created Baron *Bateman*: And whereas there were Issue of the said Marriage of the said *William* Lord *Bateman* and the said *Elizabeth* Lady *Bateman* his Wife Ten Children, to wit, *William Bateman Bateman Hanbury*, *Charles Spencer Bateman Hanbury*, *Arthur Allen Bateman Hanbury*, and *Frederick Western Bateman Hanbury* and *George Sackville Bateman Hanbury*, both now deceased, the Five Sons of the said Marriage, and *Harriet Anne Bateman Hanbury*, *Charlotte Bateman Hanbury*, *Elizabeth Augusta Bateman Hanbury*, *Louisa Catherine Bateman Hanbury*, and *Emily Blanche Bateman Hanbury*, now deceased, the Five Daughters of the said Marriage: And whereas the said *Sotherton Branthwayte Micklethwait* afterwards became Sir *Sotherton Branthwayte Peckham Micklethwait* Baronet: And whereas by a Deed Poll, dated the Twentieth Day of *August* One thousand eight hundred and forty-one, under the Hand and Seal of the said Sir *Sotherton Branthwayte Peckham Micklethwait*, after reciting that he had never executed or acted and had renounced and declined to act in the Trusts of the said Indentures of Release and Settlement and of Assignment and Settlement respectively, he absolutely and irrevocably disclaimed and renounced the Estates, Powers, and Authorities intended to be vested and reposed in him and the said *James Kibblewhite*, their Heirs, Executors, Administrators, and Assigns respectively, or in the said Sir *Sotherton Branthwayte Peckham Micklethwait*, his Heirs, Executors, Administrators, and Assigns respectively, solely, under or by virtue of those Indentures respectively: And whereas such Part as was subject to the recited Trusts of the recited Indenture of Assignment

Deed Poll,
dated 20th
August 1841.

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Indenture,
dated 26th
August 1841.

and Settlement of the said Sum of Six thousand Pounds, late *Irish* Currency, therein mentioned, and which amounted to the Sum of Nine hundred and twenty-three Pounds One Shilling and Sixpence of lawful *British* Money, was duly applied towards Satisfaction of the said Mortgage Debt of Three thousand seven hundred Pounds secured to the said *Henry Cox*, whereby the same Debt was reduced to the Sum of Two thousand seven hundred and seventy-six Pounds Eighteen Shillings and Sixpence: And whereas by or by virtue of an Indenture dated the Twenty-sixth Day of *August* One thousand eight hundred and forty-one, and made or expressed to be made between the said *William Lord Bateman* and the said *Elizabeth Lady Bateman*, then his Wife, of the First Part, *Edward Stewart*, now the Reverend *Edward Stewart* of *Sparsholt* in the County of *Hants*, Clerk, of the Second Part, the said *James Kibblewhite* of the Third Part, and *Richard Groom* of the Fourth Part, and an Indenture, dated the Twenty-seventh Day of *August* One thousand eight hundred and forty-one, and made or expressed to be made between the said *Richard Groom* of the One Part, and the said *James Kibblewhite* and *Edward Stewart* of the other Part, the said *Edward Stewart* was appointed in the Stead of the said *Sir Sotherton Branthwayte Peckham Micklethwait* a Trustee of the said recited Indenture of Release and Settlement, and the said Hereditaments and Premises comprised in the said Term of Two thousand Years limited by that Indenture were assigned unto the said *James Kibblewhite* and *Edward Stewart*, their Executors, Administrators, and Assigns, for the same Term, upon the Trusts thereof declared by that Indenture: And whereas by or by virtue of an Indenture dated the Twenty-sixth Day of *August* One thousand eight hundred and forty-one, and made or expressed to be made between the said *William Lord Bateman* of the First Part, the said *Edward Stewart* of the Second Part, the said *James Kibblewhite* of the Third Part, and the said *Richard Groom* of the Fourth Part, and another Indenture dated the Twenty-seventh Day of *August* One thousand eight hundred and forty-one, and made or expressed to be made between the said *Richard Groom* of the One Part, and the said *James Kibblewhite* and *Edward Stewart* of the other Part, the said *Edward Stewart* was appointed in the Stead of the said *Sir Sotherton Branthwayte Peckham Micklethwait* a Trustee of the recited Indenture of Assignment and Settlement, and the Trust Estate then subject to the Trusts of that Indenture was assigned unto the said *James Kibblewhite* and *Edward Stewart*, their Executors, Administrators, and Assigns, upon the Trusts thereof declared by that Indenture: And whereas on or about the Third Day of *November* One thousand eight hundred and forty-five the said *James Kibblewhite* departed this Life: And whereas by or by virtue of an Indenture dated the Twenty-sixth Day of *June* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Elizabeth Lady Bateman* of the First Part, *William Whateley*, now of *Park Street, Westminster*, Esquire, One of Her Majesty's Counsel learned in the Law, of the Second Part, the said *Edward Stewart* of the Third Part, and the

Indenture,
dated 26th
August 1841.

Indenture,
dated 26th
June 1846.

said

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said *Richard Groom* of the Fourth Part, and an Indenture dated the Twenty-seventh Day of *June* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Richard Groom* of the One Part, and the said *Edward Stewart* and *William Whateley* of the other Part, the said *William Whateley* was appointed in the Stead of the said *James Kibblewhite* a Trustee of the recited Indenture of Release and Settlement, and the said Hereditaments and Premises comprised in the said Term of Two thousand Years limited by that Indenture were assigned unto the said *Edward Stewart* and *William Whateley*, their Executors, Administrators, and Assigns, for the same Term, upon the Trusts thereof declared by that Indenture: And whereas by or by virtue of an Indenture dated the Twenty-sixth Day of *June* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Sir Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart* of the First Part, the said *William Whateley* of the Second Part, the said *Edward Stewart* of the Third Part, and the said *Richard Groom* of the Fourth Part, and another Indenture dated the Twenty-seventh Day of *June* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Richard Groom* of the One Part, and the said *Edward Stewart* and *William Whateley* of the other Part, the said *William Whateley* was appointed in the Stead of the said *James Kibblewhite* a Trustee of the recited Indenture of Assignment and Settlement, and the Trust Estate then subject to the Trusts of that Indenture was assigned unto the said *Edward Stewart* and *William Whateley*, their Executors, Administrators, and Assigns, upon the Trusts thereof declared by that Indenture: And whereas the said *William Lord Bateman* by his last Will and Testament in Writing, dated the Twenty-eighth Day of *June* One thousand eight hundred and thirty-nine, and duly executed and attested, after reciting the recited Indenture of Release and Settlement, gave and devised all the Manors, Messuages, Farms, Lands, Tenements, Advowsons, Hereditaments, and Real Estate, whatsoever and wheresoever, of or to which he or any Person or Persons in trust for him was, were, or should at the Time of his Decease be seised or entitled for any Estate of Freehold and Inheritance, or of Freehold only, in possession, reversion, remainder, or expectancy, or which he had Power to dispose of or appoint by that his Will, other than and except the Reversion or Remainder in Fee Simple to which he was entitled, as the Heir at Law of his Father, of and in the Real Estates devised by the said Will of the said *John Viscount Bateman*, or any Codicil thereto, with their Rights, Members, and Appurtenances (and which Real Estate devised by the now-reciting Will comprised the greater Part of the *Kelmarsh* Estate), to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after limited, expressed, declared, and contained or referred to for or concerning the same respectively; that was to say, as to the Advowson of the Rectory of *Kelmarsh* in the County of *Northampton*, and which forms Part of the *Kelmarsh*

Indenture,
dated 26th
June 1846.

Will of Lord
Bateman,
dated 28th
June 1839.

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Kelmarsh Estate, with the Appurtenances, to the Use of the Right Honourable *John Earl Brownlow*, his Executors, Administrators, and Assigns, for the Term of One hundred Years from the Day of the said Testator's Decease, if any Son of his Body, not being an eldest Son or only Son, for the Time being entitled under the Limitations therein-after contained to the actual Possession or Receipt of the Rents or Profits of the Residue of his Estates in *Kelmarsh* aforesaid therein-before devised, should so long live, upon the Trusts therein-after declared of the same; and subject to the same Term and the Trusts thereof, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, therein-after limited, declared, and contained of and concerning the Residue of the Hereditaments and Premises therein-before devised; and as to all the Residue of the Hereditaments and Premises therein-before devised, including therein his Reversion in Fee Simple of and in the said Manor, Messuages, Lands, and Hereditaments comprised in the said recited Indenture of Release and Settlement, and being the greater Part of the *Kelmarsh* Estate, with the Rights, Members, and Appurtenances, to the Use and Intent that the said *Elizabeth Lady Bateman* and her Assigns should during her Life receive and take One yearly Rentcharge of Five hundred Pounds of lawful Money of the United Kingdom, to be chargeable upon and issuing out of the same Premises, payable as therein expressed, with the usual Powers of Distress and Entry and Perception of Rents for securing due Payment thereof, the said yearly Rentcharge of Five hundred Pounds to be in addition to the said yearly Rentcharge of One thousand five hundred Pounds limited to her by the said Settlement on her Marriage with the said Testator, and to be in satisfaction or performance of the Pledge or Promise made by him previously to his said Marriage to augment or increase the Jointure of his said Wife to the Sum of One thousand eight hundred Pounds *per Annum* in the event of his Decease in her Lifetime; and, subject and charged as therein-before expressed, to the Use of the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, their Executors, Administrators, and Assigns, for the Term of Three thousand Years, upon the Trusts therein-after declared of the same Term; and, subject to the same Term and the Trusts thereof, to the Use of the said Testator's eldest Son the Honourable *William Bateman Bateman Hanbury* and his Assigns during his Life, without Impeachment of or for any manner of Waste; with Remainder to the Use of *Charles William Packe* and *Edmund Packe* and their Heirs during the Life of the said *William Bateman Bateman Hanbury*, upon trust to preserve contingent Remainders; with Remainder to the Use of the first and every other Son of the Body of the said *William Bateman Bateman Hanbury*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's Second Son the Honourable *Charles Spencer Bateman Hanbury* and his Assigns during his Life, without Impeachment of or for

Lord Bateman's Kelmarsh Estate Act, 1851.

for any manner of Waste; with Remainder to the Use of the same Trustees during the Life of the said *Charles Spencer Bateman Hanbury*, upon trust to preserve contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *Charles Spencer Bateman Hanbury*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's Third Son, the Honourable *Arthur Allen Bateman Hanbury*, and his Assigns, during his Life, without Impeachment of or for any manner of Waste; with Remainder to the Use of the same Trustees during the Life of the said *Arthur Allen Bateman Hanbury*, upon trust to preserve contingent Remainders; with Remainder to the Use of the first and every other Son of the Body of the said *Arthur Allen Bateman Hanbury*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's Fourth Son, the Honourable *George Sackville Bateman Hanbury*, and his Assigns, during his Life, without Impeachment of or for any manner of Waste; with Remainder to the Use of the said Trustees during the Life of the said *George Sackville Bateman Hanbury*, upon trust to preserve contingent Remainders; with Remainder to the Use of the first and every other Son of the Body of the said *George Sackville Bateman Hanbury*, severally and successively according to Seniority in Tail Male; with Remainder to the Use of each Son of the said Testator's Body thereafter to be born during the Term of his natural Life, without Impeachment of Waste; with Remainder to the Use of his first and other Sons successively according to Seniority in Tail Male; with Remainder to the Use of the said Testator's own right Heirs for ever; and in order to prevent a Merger of the said Term of Two thousand Years created by the said recited Indenture of Release and Settlement in the said Term of Three thousand Years created by that Will, the said Testator limited the said thereby devised Estates to the said *Richard Groom* for the Term of Three Days from the Expiration or Determination of the said Term of Two thousand Years, but upon trust for the Person or Persons entitled in remainder expectant on the Determination of the said Term of Three Days; and the said Testator thereby declared the Trusts of the said Term of One hundred Years thereby limited in the said Rectory to be for the Presentation, as therein expressed, from Time to Time, to the said Rectory, of a Son of the said Testator, being in full Orders, and in other respects duly qualified, and not being an eldest Son entitled under the Limitations therein-before contained, and for the interim Presentation thereto of some other Person, to be nominated in that Behalf by the Person for the Time being entitled in possession to the Rents and Profits of the other Parts thereby devised of the *Kelmarsh* Estate; and the said Testator thereby declared, that the said Term of Three thousand Years was thereby limited to the said *Sir Sotherton Branthwaite Peckham Micklethwait* and *Edward Stewart*, their Executors, Administrators, and Assigns, upon trust, in the first place, for better securing the Payment of the said additional Jointure of Five

[Private.]

Lord Bateman's Kelmarsh Estate Act, 1851.

hundred Pounds at the Days and Times and in the Manner therein-before mentioned and appointed for the Payment thereof, for which End the said Testator thereby declared, that in case the said additional Jointure, or any Part thereof, should happen to be behind or unpaid by the Space of Forty Days next after any One of the said Days whereon the same was therein-before made payable, then and in such Case and so often as the same should happen the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should from Time to Time, by and out of the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Three thousand Years, or by demising, leasing, or mortgaging, selling, or otherwise disposing of the same Premises or any Part thereof, for all or any Part of the same Term, or by bringing Actions against the Tenants or Occupiers of the same Premises for the Recovery of the Rents and Profits, or by such other reasonable Ways or Means as to the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should seem meet, levy and raise and pay the said additional Jointure, and all Arrears thereof which should be then due and unpaid, or which should afterwards, during the Continuance in possession, accrue of the same, and all Costs, Charges, and Expenses which the said *Elizabeth Lady Bateman* or her Assigns, or the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or either of them, or their or either of their Executors, Administrators, or Assigns, or any of them, should be put into by reason of the Nonpayment thereof, or the Recovery or obtaining Payment thereof, or otherwise relating thereto; and upon this further trust, that if the said *Elizabeth Lady Bateman* should depart this Life either in the said Testator's Lifetime or before the Expiration of Twenty-one Years from the Day of his Decease, then and in either of such Cases the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should from the Day of his Decease, or from the Day of the Decease of the said *Elizabeth Lady Bateman*, whichever should last happen, and thenceforth during the whole, or, as the Case might be, the Residue then to come of the Term of Twenty-one Years, to be computed from the Day of the said Testator's Decease, levy and raise, by and out of the Rents, Issues, and Profits of the Manors and other Hereditaments comprised in the said Term of Three thousand Years, an annual Sum of One thousand four hundred Pounds of lawful Money of the United Kingdom, free from all Deductions whatsoever, the same annual Sum to be raised by equal half-yearly Payments in every Year, the first half-yearly Payment thereof to be raised at the End of Six Calendar Months next after the Decease of the Survivor of himself and his said then Wife, in case the said Term of Twenty-one Years should not then have expired, and should lay out
and

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and invest the same annual Sum, as and when the same should be received by them or him, in their or his Names or Name, in the Purchase of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, to be altered or varied from Time to Time as to them or him should seem meet, and should receive the Dividends, Interest, and annual Produce of the said Stocks, Funds, and Securities, and lay out and invest the same in their or his Names or Name in the Purchase of or upon Stocks, Funds, or Securities of a like Nature, to be also from Time to Time altered and varied as to them or him should seem meet, and should from Time to Time repeat such Layings-out and Investments so that the same annual Sum, Stocks, Funds, and Securities, Dividends, Interest, and annual Produce, and the resulting Income and Produce of the same, might from the Decease of the Survivor of himself and his said then Wife, and thenceforth during the whole or the Residue then to come, as the Case might be, of the said Term of Twenty-one Years, to be computed from the Day of his Decease, be accumulated in the way of Compound Interest, and should at the End of such Period of Accumulation call in and convert the said accumulated Fund into Money, and should stand and be possessed of the Money arising therefrom upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations, as were therein-after expressed or declared and contained of and concerning the clear Surplus or Residue of the Monies to arise from the Sale, calling in, or Conversion of his general Residuary Personal Estate therein-after directed to be sold, called in, and converted into Money; and upon further trust, that the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should (but subject and without Prejudice to the said additional Jointure, and the Powers and Remedies thereby given for securing and enforcing the Payment thereof, and to the raising of the said annual Sum of One thousand four hundred Pounds, if and in case the same should become raiseable), by all or any of the Ways or Means therein-before expressed, levy and raise any Sum or Sums of Money which the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should in their or his Discretion think fit or expedient to levy and raise for the Payment of the said Funeral and Testamentary Expenses, Debts, and Legacies (except any Mortgage Debt or Debts which at the Time of his Decease should or might be subsisting upon or affecting any Part or Parts of the Hereditaments thereby devised), and should pay and apply the Monies so to be levied and raised in or towards the Payment, Satisfaction, and Discharge of the same Funeral and Testamentary Expenses, Debts, and Legacies accordingly; and the said Testator thereby

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thereby declared, that inasmuch as the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, might find it expedient to raise by Sale or Mortgage more Money than would be wanted for the Purposes aforesaid, the Trustees or Trustee for the Time being of the said Term of Three thousand Years should stand and be possessed of and interested in such Excess (if any) upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations as were therein-after expressed and declared or contained of and concerning the clear Surplus or Residue of the Monies to arise from the Sale, calling in, and Conversion of the said Testator's general Residuary Personal Estate; and upon further trust, that in case there should be One or more Child or Children of the said Testator's said Marriage living at his Decease, or born in due Time after, who, being a Son or Sons, should attain the Age of Twenty-one Years, or die under that Age, leaving Issue living at his or their Decease or respective Deceases, or born in due Time after, and should not at either such Periods be an eldest or only Son for the Time being entitled under the Limitations contained in the said Will of the said *John* then late Viscount *Bateman*, or any Codicil thereto, to the First Estate of Inheritance in Tail Male of and in the Hereditaments thereby devised in strict Settlement as aforesaid, or, being a Daughter or Daughters, should attain that Age, or marry with the Consent of her or their Guardians or Guardian for the Time being, then and in such Case the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should (but subject and without Prejudice as aforesaid) by all or any of the Ways and Means therein-before mentioned raise, for the Portion or Portions of such Child or Children respectively, in addition to the Provision made for him, her, or them respectively, in and by the said Indenture of Release and Settlement, such Sum or Sums of Money as therein-after was or were mentioned, [(that is to say,) after providing for the Cases of One, Two, and Three such Children,] if there should be Four or more such Children, then for the Portions of such Four or more Children, such Sum of Money as, together with the Sum to which such Four or more Children should or might become entitled under the Trusts of the said Term of Two thousand Years, should amount to the Sum of Forty thousand Pounds, the same to be divided among them in equal Shares and Proportions, and the Share or Shares of such of them as should be a Son or Sons to be an Interest or Interests vested in him or them respectively at his or their Age or respective Ages of Twenty-one Years, or his or their Decease or respective Deceases under that Age leaving Issue living at his or their Decease or respective Deceases or born in due Time after, and the Share or Shares of such of them as should be a Daughter or Daughters to be an Interest or Interests vested in her

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her or them respectively at her or their Age or respective Ages of Twenty-one Years, or Day or respective Days of Marriage under that Age, with such Consent as aforesaid, and the same Shares respectively to be paid to him, her, or them respectively, or his, her, or their respective Executors, Administrators, or Assigns, at the same Age, Day, or Time respectively, or as soon afterwards as Circumstances would permit, with Interest for the same respectively from the same Age, Day, or Time respectively, or from his Decease, (whichever should last happen,) at the yearly Rate of Four Pounds in the Hundred; and upon further trust, that the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, should, by and out of the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Three thousand Years, or any Part or Parts thereof, levy and raise, for the Maintenance and Education of each Child who for the Time being should be entitled in expectancy to a Portion under the Trusts therein-before declared in the meantime and until such his or her Portion should become payable, such yearly Sum of Money, not exceeding what the Interest of his or her expectant Portion under the Trusts therein-before declared would amount to after the yearly Rate of Four Pounds in the Hundred, as the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should deem sufficient and proper, in aid and augmentation of any Provision for Maintenance and Education to which such Child might be entitled under the Trusts of the said Term of Two thousand Years, and each such yearly Sum of Money for Maintenance and Education to be free and clear of and from all Deductions from Taxes or otherwise, and to be raised and paid in such Manner and in such Times as the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should for that Purpose think meet, but the Provision for the Maintenance and Education of each such Child under the said Term of Two thousand Years to be primarily applicable; and the said Testator thereby declared, that it should be lawful for the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, to levy and raise, by the Ways and Means aforesaid or any of them, any Part not exceeding One Third Part of the Portion to which any Son of his Body might for the Time be entitled in expectancy under the Trusts therein-before declared, and to pay and apply the same for the placing out, Preferment, Advancement, or Benefit of such Son in such Manner as the Trustees or Trustee for the Time being of the said Term of Three thousand Years should in their or his Discretion think fit, in aid and augmentation of any Provision under the said Term of Two thousand Years for the placing out, Preferment, Advancement;

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or

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or Benefit of such Son during his Minority, and the Provision under the said Term of Two thousand Years to be primarily applicable; and (after declaring further Trusts of the said Term of Three thousand Years to arise on certain Events that have not happened and cannot happen) the said Testator thereby declared, that, subject and without Prejudice to the Trusts therein-before declared, the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Three thousand Years should be had and received by the Person or Persons for the Time being entitled to the same Premises in reversion or remainder expectant on the Determination of the same Term to and for his and their own Use and Benefit; and as to so much or such Part and Parts of the said Testator's general Residuary Personal Estate by the said Will bequeathed to the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, their Executors, Administrators, and Assigns, as should not be selected and set apart to go as Heirlooms, as therein expressed, the said Testator directed the Application thereof in the first instance in Payment of his Debts and Funeral and Testamentary Expenses, and the Legacies bequeathed by the now-reciting Will, and as to the Residue thereof in the Purchase of Manors, Lands, or Hereditaments, to be settled to the Uses of the Hereditaments comprised in the said Term of Three thousand Years; and the said Testator thereby gave and bequeathed to the said *Charles Spencer Bateman Hanbury* One thousand Pounds, in case he should live to attain the Age of Twenty-one Years, and to the said *Elizabeth Augusta Bateman Hanbury* Five hundred Pounds, in case she should live to attain the Age of Twenty-one Years, or be married, and to the said *Louisa Catherine Bateman Hanbury* the like Sum of Five hundred Pounds, in case she should live to attain the Age of Twenty-one Years, or be married, and which said Three several Legacies are as yet wholly unpaid; and the said Testator thereby gave and bequeathed divers other Legacies, which have been paid; and the said Testator thereby gave and bequeathed the Sum of Two thousand Pounds Sterling (which is still wholly unpaid) to be applied, under the Direction of his Executors, in or towards erecting and building, in or upon some Part of the Glebe Lands of or belonging to the Rectory of *Kelmarsh* aforesaid for the Time being, a Parsonage House, with suitable Offices and Outbuildings, for the Residence of the Rector for the Time being of *Kelmarsh* aforesaid, and directed that until such last-mentioned Legacy of Two thousand Pounds should be applied for the Purposes aforesaid the same should be invested in the Names of his Executors, or upon some of the Public Funds or Government Securities of *Great Britain*, and the annual Income of such Investment or Investments accumulated from Time to Time in the way of Compound Interest, so far as might be allowed by Law, and that such Accumulations should be applied for the same Purposes and in the same Manner as the original Fund; and the said Testator thereby appointed the said *Elizabeth Lady Bateman*, then his Wife, his Sister
 Dame

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Dame *Ann Micklethwait*, the Wife of the said *Sotherton Branthwayte Peckham Micklethwait*, and his Brother the said *John Hanbury*, then Sir *John Hanbury*, and the Survivors and Survivor of them, the Guardian and Guardians of his Infant Children during their respective Minorities, and nominated and appointed the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart* Executors of his Will, and directed that the several pecuniary Legacies bequeathed by that his Will should be paid free from any Deduction on account of the Legacy Duty or otherwise: And whereas by a Codicil in Writing to the said Will of the said *William Lord Bateman*, dated the Twenty-eighth Day of *June* One thousand eight hundred and thirty-nine, the said Testator gave to his Servant *Samuel Smallwood*, for his Life, an Annuity or yearly Sum of Thirty Pounds, to be payable as therein expressed, and directed the Trustees or Trustee for the Time being of the said Term of Three thousand Years to pay the said Annuity of Thirty Pounds out of the Rents and Profits of the Estates therein comprised, and directed that his Executors should pay the Legacy Duty payable on the said Annuity of Thirty Pounds out of his general Residuary Personal Estate: And whereas the said *Samuel Smallwood* departed this Life on or about the Tenth Day of *November* One thousand eight hundred and forty-five: And whereas by another Codicil to his recited Will the said *William Lord Bateman* bequeathed a Legacy to his said Daughter *Emily Blanche Bateman Hanbury*: And whereas on the Twenty-second Day of *June* One thousand eight hundred and forty-five the said *William Lord Bateman* departed this Life, without having in any Manner revoked or altered his recited Will, except by the recited Codicils thereto, and without having in any Manner revoked or altered those Codicils or either of them: And whereas on the Ninth Day of *September* One thousand eight hundred and forty-five the recited Will and Codicils of the said *William Lord Bateman* were proved by the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, as the Executors thereof, in the Prerogative Court of *Canterbury*: And whereas the said *Frederick Western Bateman Hanbury*, *George Sackville Bateman Hanbury*, and *Emily Blanche Bateman Hanbury* respectively departed this Life in the Lifetime of the said *William Lord Bateman*, Infants and unmarried, and the said *William Bateman Bateman Hanbury* (who on the Decease of the said *William Lord Bateman* became *Lord Bateman*), *Charles Spencer Bateman Hanbury*, and *Arthur Allen Bateman Hanbury*, and the said *Harriet Ann Bateman Hanbury*, *Charlotte Bateman Hanbury*, *Elizabeth Augusta Bateman Hanbury*, and *Louisa Catherine Bateman Hanbury* respectively survived the said *William Lord Bateman*, and the said *William Lord Bateman* left the said *William Bateman Lord Bateman* his Heir at Law: And whereas by virtue of an Order of the Enclosure Commissioners for *England* and *Wales*, made by a Deed Poll dated the Sixth Day of *February* One thousand eight hundred and fifty-one, under the respective Hands and Seals of *George Darby* and *William Blamire*,

Codicil to Will, dated 28th June 1839.

Will and Codicils proved, 9th Sept. 1845.

As to Exchange of Lands comprised in Indenture of Release and Settlement.

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Lord Bateman's Kelmarsh Estate Act, 1851.

Settlement
dated 6th
August 1847,
on the Mar-
riage of
C. B. Han-
bury with
G. J. W. Mel-
ville.

Two of those Commissioners, certain Lands now forming Part of the *Kelmarsh* Estate were taken in exchange for other Lands given in exchange situate at *Watford* in the County of *Northampton*, and which had been comprised in the recited Indenture of Release and Settlement, and also in the recited Will of the said *William Lord Bateman*, and the Lands so taken in exchange are now subject to the same Limitations as those which now affect the other Parts of the *Kelmarsh* Estate, and the said *William Bateman Lord Bateman* is now absolutely entitled in Fee Simple to the Lands so given in exchange: And whereas such of the Hereditaments and Premises devised by the recited Will of the said *William Lord Bateman* as are now subject to the Limitations of that Will, and the Lands so taken in exchange, form the *Kelmarsh* Estate referred to in this Act, and comprise the Hereditaments specified in the First Schedule: And whereas on the Seventh Day of *August* One thousand eight hundred and forty-seven the said *Charlotte Bateman Hanbury* intermarried with *George John White Melville*, and on the Occasion of their Marriage, by an Indenture dated the Sixth Day of *August* One thousand eight hundred and forty-seven, and made or expressed to be made between the said *Charlotte Bateman Hanbury* of the First Part, the said *George John White Melville* of the Second Part, and the said *William Bateman Lord Bateman* and *Sir John Hanbury* and *Sir David Dundas* Baronet and *Henry de la Poer Beresford* of the Third Part, the Shares and Interests of the said *Charlotte Bateman Hanbury* of and in the Sums provided by the recited Indenture of Release and Settlement, and the recited Will of the said *William Lord Bateman* respectively, for the Portions of younger Children as aforesaid, were assigned unto the said *William Bateman Lord Bateman*, *Sir John Hanbury*, *Sir David Dundas*, and *Henry de la Poer Beresford*, their Executors, Administrators, and Assigns, upon the Trusts thereof declared by a certain Indenture of even Date with the Indenture now in recital, in favour of the said *George John White Melville* and *Charlotte* his Wife, and the Issue of their Marriage: And whereas the said *William Bateman Lord Bateman*, *Charles Spencer Bateman Hanbury*, and *Arthur Allen Bateman Hanbury*, and the said *Harriet Ann Bateman Hanbury* and *Charlotte Bateman Melville*, have respectively attained the Age of Twenty-one Years, but the said *Elizabeth Augusta Bateman Hanbury* and *Louisa Catherine Bateman Hanbury* are respectively Infants and unmarried: And whereas the said *Elizabeth Lady Bateman* is the acting Guardian of the said Infant Children: And whereas under the Limitations of the recited Will of the said *William Lord Bateman*, on his Decease the said *William Bateman Lord Bateman* became Tenant for Life in possession of such Parts of the *Kelmarsh* Estate as were then subject to those Limitations, and the said *William Bateman Lord Bateman* is now, under those Limitations, Tenant for Life in possession of the *Kelmarsh* Estate: And whereas at the Time of the Decease of the said *William Lord Bateman* the Reverend *George Hanbury* Clerk was and he still is the

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the Incumbent of the said Rectory of *Kelmarsh*: And whereas neither of the said *Charles Spencer Bateman Hanbury* and *Arthur Allen Bateman Hanbury* hath taken Orders, and the said *William Bateman Lord Bateman*, *Charles Spencer Bateman Hanbury*, and *Arthur Allen Bateman Hanbury* have sold the next Presentation to the Rectory of *Kelmarsh* to *Richard Dalton* of *North Waltham* in the County of *Southampton*, Esquire, and by a Deed Poll dated the Seventeenth Day of *May* One thousand eight hundred and fifty-one, under the respective Hands and Seals of the said *Charles Spencer Bateman Hanbury* and *Arthur Allen Bateman Hanbury*, they have respectively renounced all Right to be presented under the Trusts of the said Term of One hundred Years to the Rectory of *Kelmarsh*, and all Claims and Demands in respect thereof: And whereas the said Principal Sum of Ten thousand Pounds secured to the said *John Micklethwait*, *Nathaniel Micklethwait*, *Robert Andrew*, and *Philip Hamond*, by the first-recited Indenture of the Twentieth Day of *October* One thousand eight hundred and seventeen, remains unpaid: And whereas the said Principal Sum of Seven thousand Pounds secured to the said *Sir John Hanbury* by the secondly-recited Indenture of the Twentieth Day of *October* One thousand eight hundred and seventeen remains unpaid: And whereas the said Sum of Two thousand seven hundred and seventy-six Pounds Eighteen Shillings and Sixpence, Residue of the said Principal Sum of Three thousand seven hundred Pounds, secured to the said *Henry Cox* by the recited Indenture of the Twentieth Day of *July* One thousand eight hundred and twenty-one, remains unpaid: And whereas the Personal Estate of the said *William Lord Bateman* was insufficient for the Payment of his Funeral and Testamentary Expenses and Legacies, and his Debts, other than the Mortgage Debts, at the Time of his Decease, subsisting upon or affecting any Part or Parts of the Hereditaments devised by his recited Will, and the Amount by which the same was insufficient for such Payment accordingly became raiseable under the recited Trusts of the said Term of Three thousand Years created by the same Will, but such Amount or any Part thereof hath not yet been raised under the Trusts of that Term: And whereas the said *William Bateman Lord Bateman* hath paid or secured divers of the Debts of the said *William Lord Bateman* which were raiseable under those Trusts, and he claims to be entitled to have those Trusts exercised in his Favour, in order to the Repayment to him of all Monies so paid by him, with lawful Interest thereon from the respective Times of the Payment by him thereof, and also to his Indemnification against the Debts which he has so secured, and all Interest thereon respectively: And whereas the said *William Bateman Lord Bateman* hath expended divers Sums of Money in repairing and otherwise improving the said Estate, and hath thereby increased the Value thereof: And whereas the *Kelmarsh* Estate, or Parts thereof, is or are now subject to the following Incumbrances; (to wit,) the said Principal Sum of Ten thousand Pounds secured by the first-recited Indenture of the Twentieth Day of *October*

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One thousand eight hundred and seventeen, and now bearing Interest after the yearly Rate of Four Pounds in the Hundred, and the said Principal Sum of Seven thousand Pounds secured by the secondly-recited Indenture of the same Date, and now bearing Interest after the yearly Rate of Five Pounds in the Hundred, and the said Principal Sum of Two thousand seven hundred and seventy-six Pounds Eighteen Shillings and Sixpence, Residue of the said Principal Sum of Three thousand seven hundred Pounds secured by the recited Indenture of the Twentieth Day of *July* One thousand eight hundred and twenty-one, and now bearing Interest after the yearly Rate of Four Pounds in the Hundred, and the said Jointure of One thousand five hundred Pounds limited by the recited Indenture of Release and Settlement to the said *Elizabeth Lady Bateman* for her Life, and the said Sum of Fifteen thousand Pounds secured by the said Term of Two thousand Years for Portions of the younger Children of the said *William Lord Bateman*, and bearing Interest after the yearly Rate of Four Pounds in the Hundred, and the said additional Jointure of Five hundred Pounds limited by the recited Will of the said *William Lord Bateman* to the said *Elizabeth Lady Bateman* for her Life, and the Sum of Twenty-five thousand Pounds secured by the said Term of Three thousand Years for additional Portions for such younger Children, and, as to such Shares thereof as are now vested in Interest, bearing Interest after the yearly Rate of Four Pounds in the Hundred, and also all such Sums as are or shall be raiseable under the Trusts of that Term for or in respect of the Debts and Legacies of the said *William Lord Bateman* and otherwise: And whereas such Part as was subject to the recited Trusts of the recited Indenture of Assignment and Settlement of the said Sum of Fifteen thousand Pounds late *Irish* Currency therein mentioned hath not yet been paid to the said *Edward Stewart* and *William Whateley*, but they, as the Trustees of that Indenture, have received the yearly Income arising therefrom, now amounting to the yearly Sum of Two hundred and seventy-six Pounds Eighteen Shillings and Fivepence, and have applied the same accordingly to the Trusts of that Indenture: And whereas the Amount of the present yearly Payments in respect of the said several Incumbrances on the *Kelmarsh* Estate is considerably greater than the aggregate Amount of the yearly Rents, Issues, and Profits of the *Kelmarsh* Estate and the said yearly Sum of Two hundred and seventy-six Pounds Eighteen Shillings and Fivepence: And whereas the said *William Bateman Lord Bateman* hath hitherto advanced out of his own Monies the Amount by which those yearly Payments have exceeded the aggregate of those yearly Rents, Issues, and Profits and that yearly Sum, and he claims to be an Incumbrancer on the *Kelmarsh* Estate in respect of the Amount so advanced by him in excess, together with Interest thereon: And whereas the said *William Bateman Lord Bateman* hath lately declined to continue to make such Advances in excess, and hath been advised that it would be prudent for him to abandon the *Kelmarsh* Estate to the several Incumbrancers

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brancers thereon : And whereas the said *William Bateman* Lord *Bateman* is most averse to follow such Advice, because he apprehends that his so doing would occasion pecuniary Loss to divers of the Incumbrancers on the *Kelmarsh* Estate, and is very desirous that such Arrangements should be made with respect to the *Kelmarsh* Estate as should obviate the Necessity of any such pecuniary Loss being sustained : And whereas the aggregate yearly Amount of the present Claims on the Rents, Issues, and Profits of the *Kelmarsh* Estate, and the said yearly Sum of Two hundred and seventy-six Pounds Eighteen Shillings and Fivepence, is so much greater than the aggregate yearly Amount of those Rents, Issues, and Profits and that yearly Sum that the last-mentioned aggregate yearly Amount is not only insufficient to satisfy the aggregate yearly Amount of those present Claims, but would be insufficient for that Purpose if those present Claims did not include the Claims of the said *Elizabeth* Lady *Bateman* in respect of her said Jointure and additional Jointure : And whereas various Schemes for the Purpose of satisfying those Claims in full, without resorting to a Sale of the *Kelmarsh* Estate, have been carefully considered, and it appears that that Purpose cannot be effected : And whereas when the said *Elizabeth Augusta Bateman Hanbury* and *Louisa Catherine Bateman Hanbury* respectively attain the Age of Twenty-one Years the aggregate yearly Amount of the Claims on the Rents, Issues, and Profits of the *Kelmarsh* Estate, and the said yearly Sum of Two hundred and seventy-six Pounds Eighteen Shillings and Fivepence, will be increased : And whereas, unless the said *William Bateman* Lord *Bateman* or some other Person would voluntarily provide Funds for making hereafter such Payments in excess as the said *William Bateman* Lord *Bateman* hath heretofore made, the only Means of preventing pecuniary Loss to divers of the Incumbrancers on the *Kelmarsh* Estate would be to sell the *Kelmarsh* Estate, and apply the Proceeds thereof in or towards satisfying those Incumbrances : And whereas such Offers to purchase the *Kelmarsh* Estate, in the event of this Act passing, have been made as show that if the *Kelmarsh* Estate were sold, and the Proceeds thereof and such Part as was subject to the recited Trusts of the recited Indenture of Assignment and Settlement of the said Sum of Fifteen thousand Pounds late *Irish* Currency were applied in satisfying the several Incumbrances, Claims, and Demands on and in respect of the *Kelmarsh* Estate, there would remain a Surplus applicable for the Purchase of other Lands, to be settled to the Uses of the recited Will of the said *William* Lord *Bateman* : And whereas, under the Circumstances herein-before appearing, it would be greatly to the Advantage of the several Persons interested under the recited Will of the said *William* Lord *Bateman* in the *Kelmarsh* Estate that the *Kelmarsh* Estate should be sold, and that the Proceeds of such Sale should be applied in satisfying the several Incumbrances, Claims, and Demands on and in respect of the *Kelmarsh* Estate, and that the Surplus (if any) of those Proceeds should be invested in the
Purchase

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Indenture,
dated 2d
May 1850.

Purchase of other Lands, to be settled to, upon, and subject to such of the Uses, Trusts, Powers, and Provisions of that Will as might then be subsisting and capable of taking effect: And whereas the said Jointure and additional Jointure of the said *Elizabeth Lady Bateman* have been respectively fully paid up to the Twenty-fifth Day of *December* One thousand eight hundred and fifty, and a proportionate Part thereof respectively up to the Eighth Day of *May* One thousand eight hundred and fifty-one hath also been paid to her: And whereas the Value on the said Eighth Day of *May* One thousand eight hundred and fifty-one of the said Jointure and additional Jointure of the said *Elizabeth Lady Bateman*, making together a total Jointure of Two thousand Pounds a Year, was, according to the Price or Value of Government Annuities for Life, the Sum of Thirty thousand seven hundred and nine Pounds: And whereas by an Indenture dated the Second Day of *May* One thousand eight hundred and fifty, and made or expressed to be made between Sir *Robert Heron* Baronet of the One Part, and the said *William Bateman* Lord *Bateman* of the other Part, certain Manors, Messuages, Farms, Lands, and Hereditaments in the County of *Hereford*, forming a Portion of a certain Estate of the said *William Bateman* Lord *Bateman* there called the *Shobdon Court* Estate, and which are hereinafter in this Act referred to as the *Herefordshire* Farms, were limited and assured to the Use of the said *William Bateman* Lord *Bateman*, his Heirs and Assigns, for ever: And whereas the present yearly Value of the said *Herefordshire* Farms exceeds Three thousand four hundred Pounds: And whereas the said *William Bateman* Lord *Bateman* and *Elizabeth Lady Bateman* are respectively desirous, and it would be advantageous to the several Persons interested as aforesaid, that the *Herefordshire* Farms should be charged with the Payment as from the said Eighth Day of *May* One thousand eight hundred and fifty-one to the said *Elizabeth Lady Bateman* and her Assigns during her natural Life of One clear annual Sum or yearly Rentcharge of Two thousand Pounds, with sufficient Powers and Remedies for the Recovery thereof, and that in consideration thereof the *Kelmarsh* Estate should be discharged from the said Jointure of One thousand five hundred Pounds and the said additional Jointure of Five hundred Pounds respectively charged thereon as aforesaid, and the several Powers and Remedies for the Recovery thereof respectively, and that in consideration of such Charge of the *Herefordshire* Farms, and such Discharge of the *Kelmarsh* Estate, the Sum of Thirty thousand seven hundred and nine Pounds should be paid out of the Proceeds of the Sale of the *Kelmarsh* Estate to the said *William Bateman* Lord *Bateman*, for his own Use, but subject to such Provision as by this Act made for the conditional eventual Investment of such Balance, if any, as by this Act provided thereof, in the Purchase of Freehold Hereditaments, to be settled to the Uses of the recited Will of the said *William* Lord *Bateman*: And whereas it would also be advantageous to the several Persons interested as aforesaid that the Trust Estate remaining

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remaining subject to the Trusts of the recited Indenture of Assignment and Settlement should be applicable in the same Manner as the Proceeds of such Sale of the *Kelmarsh* Estate, and that the Trusts of the said Term of Three thousand Years for raising One thousand four hundred Pounds a Year, after the Decease of the said *Elizabeth* Lady *Bateman*, and accumulating the same, should be determined: And whereas such several Purposes cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Bateman* Lord *Bateman*, *Charles Spencer Bateman Hanbury*, *Arthur Allen Bateman Hanbury*, and *Elizabeth* Lady *Bateman*, 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; to wit,

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Lord Bateman's Kelmarsh Estate Act, 1851.*" Short Title.

II. That from and after the passing of this Act the *Kelmarsh* Estate, with all and every its Rights, Members, and Appurtenances, shall be and is by this Act vested in the Right Honourable *John Stuart* Lord *Wharncliffe*, *Benjamin Disraeli* of *Grosvenor Gate, Hyde Park*, in the County of *Middlesex*, *George Hussey Packe* of *Charles Street, Berkeley Square*, in the same County, Esquire, and *William Rose* of *Charles Street, Berkeley Square*, in the same County, Esquire, their Heirs and Assigns, for ever, freed and for ever discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisoos, Conditions, Charges, Incumbrances, Claims, and Demands whatsoever which in and by or by virtue of or under the recited Indenture of Release and Settlement of the Fifteenth Day of *August* One thousand eight hundred and twenty-two, and the recited Will and Codicils of the said *William* Lord *Bateman* deceased, or any of them, have been or are or shall be limited, created, declared, or expressed of or concerning or do or shall affect the *Kelmarsh* Estate or any Part thereof, or any Share or Interest of or in the same, but upon trust to carry into effect the several Purposes of this Act with respect to the *Kelmarsh* Estate. The *Kelmarsh* Estate vested in Trustees, upon trust for the Purposes of the Act.

III. That from and after the passing of this Act the *Herefordshire* Farms shall stand limited as from the Eighth Day of *May* One thousand eight hundred and fifty-one to the Use, Intent, and Purpose that the said *Elizabeth* Lady *Bateman* and her Assigns shall from Time to Time after that Day, and thenceforth during her natural Life, have, receive, take, and enjoy One Annuity or yearly Rentcharge of Two thousand Pounds of lawful *British* Money, charged upon and to be yearly issuing and payable out of the *Herefordshire* Farms, and to be payable, without any Deduction or Abatement whatsoever (Property or Income Tax only The *Herefordshire* Farms charged with an Annuity of 2,000*l.* for *Elizabeth* Lady *Bateman* for Life.

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excepted), by equal half-yearly Payments on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year, and the First Payment thereof, computed from the said Eighth Day of *May* One thousand eight hundred and fifty-one, to be made on the Twenty-fifth Day of *December* One thousand eight hundred and fifty-one; and to the further Use, Intent, and Purpose that the said *Elizabeth* Lady *Bateman* and her Assigns may have the like Powers of Distress and of Entry upon and Perception of the Rents and Profits of the *Herefordshire* Farms, for the Recovery of the same Annuity, as by the recited Indenture of Release and Settlement were limited to her and them with respect to the Parts thereby settled of the *Kelmarsh* Estate, and the Rents and Profits thereof, for the Recovery of her said Jointure of One thousand five hundred Pounds thereby limited; and, subject to the same Annuity, and such Powers for the Recovery thereof, to the Use of the said *Edward Stewart* and *William Whateley*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years from the Day of the passing of this Act, without Impeachment of Waste, upon trust for securing to the said *Elizabeth* Lady *Bateman* and her Assigns the due and regular Payment of her said Annuity of Two thousand Pounds; and upon further trust, that the said *Edward Stewart* and *William Whateley*, and the Survivor of them, and the Executors and Administrators of such Survivor, and other the Trustees and Trustee for the Time being of the same Term, shall from Time to Time, in such Events and by the like Ways and Means as in and by the recited Declaration in the recited Indenture of Release and Settlement contained of the Trusts of the said Term of Two thousand Years thereby limited were expressed and declared with respect to the levying and raising, by and out of the Parts thereby settled of the *Kelmarsh* Estate, and the Rents and Profits thereof, of Arrears of the said Jointure of One thousand five hundred Pounds, and Damages, Costs, Charges, and Expenses relating thereto, levy and raise, by and out of the *Herefordshire* Farms, and the Rents and Profits thereof, all (if any) Arrears from Time to Time of the said Annuity of Two thousand Pounds, or any Part thereof, and all Damages, Costs, Charges, and Expenses from Time to Time incurred by the said *Elizabeth* Lady *Bateman* or her Assignees by reason of the Nonpayment of that Annuity or any Part thereof, or attending the Execution of the Trusts of the said Term of Ninety-nine Years; and upon further trust, that the same Trustees or Trustee shall, by and out of the Monies by them and him from Time to Time so levied and raised, in the first place retain for themselves and himself the Costs, Charges, and Expenses attending the Execution of those Trusts, and in the next place pay and satisfy to the said *Elizabeth* Lady *Bateman*, her Executors, Administrators, or Assigns, all Arrears of that Annuity, and all Damages, Costs, Charges, and Expenses so incurred by reason of the Nonpayment thereof; and, subject to the Trusts aforesaid, the said Term of Ninety-nine Years, and the Monies from Time to Time levied and raised under the Trusts thereof, shall be held upon trust for the

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the said *William Bateman* Lord *Bateman*, his Heirs and Assigns; and after the Decease of the said *Elizabeth Lady Bateman*, and full Payment of her said Annuity of Two thousand Pounds, and all, if any, such Damages, Costs, Charges, and Expenses, that Term shall absolutely cease; and, subject to that Term and the Trusts thereof, the *Herefordshire Farms* shall, from and after the passing of this Act, stand limited to the Use of the said *William Bateman* Lord *Bateman*, his Heirs and Assigns, for ever.

IV. That the Annuity of Two thousand Pounds by this Act limited to the said *Elizabeth Lady Bateman* and her Assigns shall be in lieu of her said Jointure of One thousand five hundred Pounds and additional Jointure of Five hundred Pounds respectively limited to her by the recited Indenture of Release and Settlement and the recited Will of the said *William* Lord *Bateman* deceased, as herein-before recited, and in full Satisfaction of the same Jointure and additional Jointure respectively as from the Eighth Day of *May* One thousand eight hundred and fifty-one, and all Claims and Demands in respect thereof respectively.

The Annuity to be in satisfaction of Lady *Bateman's* Jointures.

V. That the said *John Stuart* Lord *Wharncliffe*, *Benjamin Disraeli*, *George Hussey Packe*, and *William Rose*, and the Survivors and Survivor of them, and other the Trustees and Trustee for the Time being under this Act in whom the *Kelmarsh* Estate, or such Part thereof as from Time to Time remains unsold, is for the Time being vested, (and who in this Act are and is referred to as the Trustees and Trustee for Sale,) may at any Time or Times after the passing of this Act make sale and absolutely dispose of all or any Part of the *Kelmarsh* Estate, and the Inheritance in Fee Simple of and in the same, with the Rights, Members, and Appurtenances, but, as regards the Advowson of the Rectory of *Kelmarsh*, subject and without Prejudice to the Rights of the said *Richard Dalton* in respect of the recited Sale to him of the next Presentation to that Rectory, and which next Presentation shall from the passing of this Act vest absolutely in the said *Richard Dalton*, unto any Person whomsoever, whether interested under this Act or not, for the best Price in Money that can at the Time of Sale be reasonably obtained for the same, and may make such Sales respectively under such ordinary or special Conditions of Sale, and in One or more Lot or Lots, and by Public Auction or Private Contract, and generally in such Manner in all respects as the Trustees and Trustee for Sale think fit, with Liberty to fix reserved Biddings, and to buy in at Auctions, and to vary and rescind, either on Terms or gratuitously, any Contracts for Sale, and again to sell as aforesaid, without Liability for any consequent Loss or Expense, and shall receive and give Receipts for the Purchase Monies for the Premises sold, and shall convey the Premises sold to the respective Purchasers thereof, their Heirs and Assigns, or as they respectively direct.

Power to sell the *Kelmarsh* Estate.

VI. That

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Until Sale of the Kelmarsh Estate the Rents and Profits thereof to be enjoyed as if this Act had not passed.

VI. That the Trustees and Trustee for Sale shall from Time to Time permit the Rents and Profits of such Parts of the *Kelmarsh* Estate as for the Time being are not sold under this Act to be received, taken, and enjoyed by the Persons (other than the said *Elizabeth* Lady *Bateman* and her Assigns, respectively claiming in respect of her said Jointure of One thousand five hundred Pounds and additional Jointure of Five hundred Pounds respectively,) who from Time to Time would have been entitled to the Receipt and Enjoyment thereof if this Act had not passed.

Consents to Sales.

VII. Provided always, That any Sale or Contract for Sale under this Act shall not be made by the Trustees and Trustee for Sale, except with the Consent in Writing of the Person who, if the Monies to be produced by the Sale, and by this Act directed to be invested in the Purchase of Freehold Hereditaments, were then so invested, would be beneficially entitled in possession to the Rents and Profits of the Freehold Hereditaments so purchased, if such Person be of the Age of Twenty-one Years, or if not, then with the Consent in Writing of his Guardian.

Receipts of Trustees to discharge.

VIII. That every Receipt which shall be given by the Trustees and Trustee for Sale for any Money from Time to Time received by them and him under this Act shall be a legal and conclusive Discharge to the Person paying the same, and effectually release such Person, his Heirs, Executors, Administrators, and Assigns, from all Liability, Claims, and Demands in respect thereof.

Application of Proceeds of Sale of Kelmarsh Estate.

IX. That the Monies produced by the Sale of the *Kelmarsh* Estate shall from Time to Time be applied by the Trustees and Trustee for Sale as follows; to wit,

First—In the first place, in Payment, Satisfaction, or Discharge, according to their respective Priority, of the several Mortgage Debts, Portions, and other Charges and Incumbrances which immediately before the passing of this Act affect the *Kelmarsh* Estate or any Part thereof, and for the Time being remain unpaid, unsatisfied, or undischarged, and the Interest and Arrears, if any, of Interest for the Time being due and payable in respect of the same respectively:

Secondly—In the second place, in Payment to the said *William Bateman* Lord *Bateman*, his Executors, Administrators, or Assigns, for his or their own Use, but subject to the Provisions of this Act with respect to the conditional eventual Investment of such Balance, if any, as by this Act provided thereof, of the Sum of Thirty thousand seven hundred and nine Pounds, as the Consideration for the Charge by this Act made of the *Herefordshire* Farms with the Annuity of Two thousand Pounds for the said *Elizabeth* Lady *Bateman*, with Interest after the yearly Rate of Four Pounds in the Hundred from the Eighth Day of *May* One thousand eight hundred and fifty-one,

on

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on that Sum, or such Part thereof as from Time to Time remains unpaid :

Thirdly—In the third place, in Repayment to the said *William Bateman Lord Bateman*, his Executors, Administrators, or Assigns, of all such Sums of Money as he has at any Times before the passing of this Act paid or become liable to pay in or towards Satisfaction or Discharge of any Charges or Incumbrances on or affecting the *Kelmarsh Estate* or any Part thereof, or any Interest thereon respectively, in or towards Satisfaction or Discharge of any of the Debts or Liabilities of or affecting the Real or Personal Estate or Effects of the said *William Lord Bateman* deceased, or any Part thereof, or any Interest thereon respectively, or any Legacies or Annuities bequeathed by his recited Will and Codicils or any of them, or any Interest thereon respectively, or any of the Funeral and Testamentary Expenses of the said *William Lord Bateman* deceased, or in or towards the Repair of the *Kelmarsh Estate* or any Part thereof, with Interest after that Rate on the Sums so paid by the said *William Bateman Lord Bateman*, or such Part thereof as from Time to Time remains unrepaid, such Interest to be computed from the respective Times of the Payment by him of those Sums ; but Credit being taken by the Trustees and Trustee for Sale in the Accounts respecting those Sums and the Interest thereon for all such Sums of Money as at any Times before the passing of this Act the said *William Bateman Lord Bateman* has received in respect of the Rents and Profits of the *Kelmarsh Estate* or any Part thereof, and for a reasonable Occupation Rent in respect of such Parts of the *Kelmarsh Estate* as at any Time or Times before the passing of this Act have been in his Occupation, and for the Amount or Value of any Assets (other than Heirlooms) of the said *William Lord Bateman* deceased applicable to the Payment, Satisfaction, or Discharge of such Charges, Incumbrances, Debts, Liabilities, Legacies, and Annuities, or any of them, or any Part thereof respectively, which at any Times before the passing of this Act have been received by the said *William Bateman Lord Bateman* for his own Use, or applied or disposed of for his Benefit, and for Interest after that Rate on those Sums and the Amount or Value of those Assets respectively from the respective Times of the Receipts thereof by or the Application or Disposition thereof for the Benefit of the said *William Bateman Lord Bateman* :

Fourthly—In the fourth place, in indemnifying the said *William Bateman Lord Bateman*, his Heirs, Executors, Administrators, and Assigns, and his and their Estates and Effects, from and against all Charges, Incumbrances, and Securities whatsoever which at any Times before the passing of this Act he has made or given by way of Security or collateral Security for or in respect of any Charges or Incumbrances on or affecting the *Kelmarsh Estate* or

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any Part thereof, or any Interest thereon respectively, or for or in respect of any of the Debts or Liabilities of or affecting the Real or Personal Estate or Effects of the said *William Lord Bateman* deceased, or any Part thereof, or any Interest thereon respectively, or any Legacies or Annuities bequeathed by his recited Will and Codicils, or any of them, or any Interest thereon respectively, and from and against all Claims and Demands in respect thereof respectively, except only so far as any such Securities and collateral Securities respectively have been made for valuable Consideration received or to be received by the said *William Bateman Lord Bateman*, his Heirs, Executors, or Administrators, for or in respect of the making of the same :

Fifthly—The ultimate Residue of the Monies produced by the Sale of the *Kelmarsh* Estate shall be paid by the Trustees and Trustee for Sale into the Bank, and be applied as by this Act directed.

Balance of
30,709*l.* paid
to Lord Bate-
man to be
paid into
Bank.

X. Provided always, That inasmuch as the Sum of Thirty thousand seven hundred and nine Pounds to be paid to the said *William Bateman Lord Bateman*, his Executors, Administrators, or Assigns, is the estimated Value on the Eighth Day of *May* One thousand eight hundred and fifty-one of the Annuity by this Act charged on the *Herefordshire* Farms, and the Payment out of the Monies produced by the Sale of the *Kelmarsh* Estate of that Sum would, in the event of the early Termination of that Annuity, be to the Prejudice of the Persons interested after the Decease of the said *William Bateman Lord Bateman* in the Freehold Hereditaments to be purchased under this Act out of the ultimate Residue of those Monies, therefore, in order to prevent their being so prejudiced, an Account shall, within Six Months after the Termination of that Annuity, be stated as by this Act provided, by and between the said *William Bateman Lord Bateman*, his Executors or Administrators, on the one hand, and the Trustees and Trustee for Sale on the other hand; and if the Balance of the Account be to the Debit of the said *William Bateman Lord Bateman*, his Executors or Administrators, he or they shall pay the Amount of such Balance into the Bank, to be applied as by this Act directed.

Account as
to 30,709*l.*

XI. That the Account shall be stated thus: The said *William Bateman Lord Bateman*, his Executors or Administrators, shall be debited with the Sum of Thirty thousand seven hundred and nine Pounds, and shall be credited with all Sums from Time to Time paid by the said *William Bateman Lord Bateman*, his Heirs, Executors, Administrators, or Assigns, on account of the Annuity; and half-yearly Rests shall be made; and the said *William Bateman Lord Bateman*, his Executors or Administrators, shall be debited with Interest after the yearly Rate of Three Pounds Five Shillings in the Hundred on the Balance or Sum from Time to Time standing to his or their Debit, that Rate of Interest

having

Lord Bateman's Kelmarsh Estate Act, 1851.

having been agreed on for the Purposes of this Act, as producing a greater Amount than Dividends on such Balance if invested in Consolidated Three *per Cent.* Annuities at the Market Price thereof on the Eighth Day of *May* One thousand eight hundred and fifty-one would produce.

XII. That until Payment into the Bank by the said *William Bateman Lord Bateman*, his Executors or Administrators, of the Balance, if any, to be paid by him or them, he or they shall pay to the Person who, if the Balance were invested in the Purchase under this Act of Freehold Hereditaments, would for the Time being be entitled to the yearly Rents or Profits thereof, Interest from the Day of the Termination of the Annuity after the yearly Rate of Four Pounds in the Hundred on the Balance, or the Part for the Time being unpaid thereof.

Interest on
Balance of
30,709*l.*

XIII. That in order to secure the Payment by the said *William Bateman Lord Bateman*, his Executors or Administrators, of such Balance, if any, and such Interest, if any, thereon, the said *William Bateman Lord Bateman*, his Heirs or Assigns, shall, before Payment of the said Sum of Thirty thousand seven hundred and nine Pounds or any Part thereof to him, make to the Trustees or Trustee for Sale a Mortgage of such Part of the *Herefordshire* Farms as shall be ascertained by Agreement or Valuation between the said *William Bateman Lord Bateman*, his Heirs or Assigns, and the Trustees and Trustee for Sale, to be a competent Part thereof, and until such Mortgage be made the Entirety of the *Herefordshire* Farms shall be charged with such Payment.

Mortgage to
secure Ba-
lance of
30,709*l.* and
Interest.

XIV. Provided always, That if such Mortgage of a Part of the *Herefordshire* Farms be made, the Trustees and Trustee for Sale shall from Time to Time thereafter, at the Request of the said *William Bateman Lord Bateman*, his Heirs or Assigns, accept, in lieu of all or any Part of the Security for the Time being for such Balance, if any, and Interest, the Security of a Mortgage of any other Freehold Hereditaments which shall be ascertained by Agreement or Valuation between the said *William Bateman Lord Bateman*, his Heirs or Assigns, and the Trustees and Trustee for Sale, to be of competent Value, and shall thereupon release and reconvey the then existing Security, or the Part thereof in lieu of which the substituted Security is given; and any Person deriving Title to any Freehold Hereditaments so released and reconveyed shall be free from all Liability, Claims, and Demands with respect to the Sufficiency in point of Title or Value of every such substituted Security.

Substituted
Security for
Balance of
30,709*l.* and
Interest.

XV. Provided always, That, if the said *William Bateman Lord Bateman* at any Time before the Termination of the Annuity so require, the Account shall be stated during the Continuance of the Annuity; and if the Balance of such Account be to his Debit, and he make a Settlement

Settlement
in satisfac-
tion of Mort-
gage to
secure Ba-
lance of

Lord Bateman's Kelmarsh Estate Act, 1851.

30,709*l.* and
Interest.

ment, to, upon, and subject to such Uses, Trusts, Powers, and Provisions as the Freehold Hereditaments to be purchased under this Act would be settled to, upon, and subject to, of any Freehold Hereditaments ascertained by Agreement or Valuation between him and the Trustees and Trustee for Sale to be of not less Value than the Amount of such Balance, the Settlement by him thereof shall be full Satisfaction of the Mortgage or Mortgages, if any, by him theretofore made for securing such Balance, if any, and Interest, and of the Charge, if any, of the *Herefordshire* Farms therewith, and of all other Liability, Claims, and Demands under or by virtue of this Act to and with respect to such Balance, if any, and Interest, and the mortgaged Hereditaments, if any, shall thereupon be released and reconveyed to the said *William Bateman* Lord *Bateman*, his Heirs and Assigns, or as he or they shall appoint, and any Person deriving Title to any such mortgaged Hereditaments so released and reconveyed shall be free from all Liability, Claims, and Demands with respect to the Sufficiency in point of Title or Value of the Freehold Hereditaments so settled.

15,000*l.* and
25,000*l.* for
Portions and
additional
Portions to
be paid to
the Trustees
of the 2,000
Years Term
and the 3,000
Years Term
respectively.

XVI. That the Sum of Fifteen thousand Pounds, to which the younger Children of the said *William* Lord *Bateman* are entitled under the Trusts of the Term of Two thousand Years created by the recited Indenture of Release and Settlement, and the Sum of Twenty-five thousand Pounds, being the Sum of Money which, together with that Sum of Fifteen thousand Pounds, amounts to the Sum of Forty thousand Pounds, and is accordingly to be raised for those younger Children under the Trusts of the Term of Three thousand Years created by his recited Will, shall be paid by the Trustees and Trustee for Sale, as to that Sum of Fifteen thousand Pounds, to the said *Edward Stewart* and *William Whateley*, or other the Trustees or Trustee for the Time being in that Behalf of the said Term of Two thousand Years, and as to that Sum of Twenty-five thousand Pounds, to the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, or other the Trustees or Trustee for the Time being in that Behalf of the said Term of Three thousand Years, and respectively with the Interest, if any, payable according to the Provisions of that Indenture and that Will respectively thereon, and their or his respective Receipts for the same shall be sufficient and effectual Discharges to the Trustees and Trustee for Sale for the same Sums and Interest respectively, and such Payments shall be full Satisfaction and Discharge of the Trusts of those Terms respectively, so far as those Trusts respectively create any Incumbrance on the *Kelmarsh* Estate or any Part thereof.

15,000*l.* and
25,000*l.* to
be applied
according to
Trusts.

XVII. That the said *Edward Stewart* and *William Whateley*, and other the Trustees and Trustee for the Time being in that Behalf of the said Term of Two thousand Years, and the said Sir *Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, and other the Trustees and

Trustee

Lord Bateman's Kelmarsh Estate Act, 1851.

Trustee for the Time being of the said Term of Three thousand Years, shall respectively apply the Sums of Fifteen thousand Pounds and Twenty-five thousand Pounds to be paid to them and him respectively under this Act, and the Income thereof respectively, according to the several Trusts in that Behalf declared in favour of the younger Children of the said *William Lord Bateman* by that Indenture and his recited Will respectively.

XVIII. That the said *Edward Stewart* and *William Whateley*, and other the Trustees and Trustee for the Time being in that Behalf of the said Term of Two thousand Years, and the said *Sir Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, and other the Trustees and Trustee for the Time being in that Behalf of the said Term of Three thousand Years, may respectively from Time to Time invest such Parts of the Sums of Fifteen thousand Pounds and Twenty-five thousand Pounds respectively to be paid to them and him respectively under this Act as they and he respectively receive, but which are not immediately distributable under those Trusts respectively, in the Purchase, in their and his respective Names and Name, of any of the Government or Parliamentary Stocks, Funds, or Securities of *Great Britain*, or at Interest on Real Securities, and may respectively from Time to Time vary such Stocks, Funds, and Securities for others of like Nature, and shall respectively from Time to Time invest in like Manner and accumulate the unapplied Income, if any, arising from such respective Trust Money, Stocks, Funds, and Securities, and all such respective Accumulations, if any, shall be added to the Capital of such respective Trust Money, Stocks, Funds, and Securities, or the Part thereof respectively whence the same arise, and be distributed accordingly.

Interim Investment of 15,000*l.* and 25,000*l.*

XIX. That the Distribution under this Act by the said *Edward Stewart* and *William Whateley*, and other the Trustees and Trustee for the Time being in that Behalf of the said Term of Two thousand Years, and the Distribution by the said *Sir Sotherton Branthwayte Peckham Micklethwait* and *Edward Stewart*, and other the Trustees and Trustee for the Time being in that Behalf of the said Term of Three thousand Years, of such Parts of the several Sums of Fifteen thousand Pounds and Twenty-five thousand Pounds respectively to be paid to them and him respectively under this Act as are distributed without being invested under this Act, and the Income, if any, thereof, and of the respective net Produce of the respective Stocks, Funds, and Securities in and upon which such Parts of those Sums respectively as are invested under this Act, and the Accumulations, if any, thereto, and the Income, if any, thereof respectively, shall be full Performance and Satisfaction of the Trusts of those Terms respectively with respect to the Portions and additional Portions provided for the younger Children of the said *William Lord*

Distribution of 15,000*l.* and 25,000*l.*, to be Performance of Trusts of 2,000 Years Term and 3,000 Years Term respectively.

[Private.]

7 m

Bateman

Lord Bateman's Kelmarsh Estate Act, 1851.

Bateman by the recited Indenture of Release and Settlement and his recited Will respectively.

Trust Monies under Settlement by Elizabeth Lady Bateman to be paid into Bank.

XX. That the Principal Monies subject to the Trusts of the recited Indenture of Assignment and Settlement of the Fifteenth Day of *August* One thousand eight hundred and twenty-two shall forthwith after the Receipt thereof by the Trustees or Trustee for the Time being of that Settlement be paid by them or him into the Bank, and be applied as by this Act directed.

Payment of Monies into Bank.

XXI. That when any Money by this Act directed to be paid into the Bank shall be so payable, the same shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there "*Ex parte* the Trustees of Lord *Bateman's Kelmarsh Estate*," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Cap. Thirty-two, and the General Orders of the Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Cap. 24.

Certificates with Receipts to be good Discharges.

XXII. That the Certificate of the Accountant General of the Payment into the Bank of any Monies by this Act directed to be so paid, with the Receipt of One of the Cashiers of the Bank thereunto annexed, and therewith filed in the Register Office of the Court, shall from Time to Time be good and effectual Discharges for the Monies by this Act directed to be so paid, or so much thereof as in such Certificates and Receipts respectively expressed to be so paid, and the Persons respectively paying such Monies, and taking such Certificates and Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof.

Application of Monies paid into Bank.

XXIII. That the Monies from Time to Time paid into the Bank as by this Act directed, or a competent Portion thereof, shall and may, upon Petition preferred to the Court in a summary Way by the Trustees and Trustee for Sale, or by any Person who, if such Monies were then invested, as by this Act directed, in the Purchase of Freehold Hereditaments, would be beneficially entitled in possession to the Rents and Profits of any of the Freehold Hereditaments so purchased, if such Person be of the Age of Twenty-one Years, or if not then by his Guardian, be applied, under the Order or Direction of the Court, in or towards the Discharge of the Costs, Charges, and Expenses of and incident to the Execution of the several Trusts, Powers, and Provisions of this Act, and the Investments to be made in pursuance of this Act,

and

Lord Bateman's Kelmarsh Estate Act, 1851.

and the Surplus of such Monies shall be laid out and invested, under the Order and Direction of the Court, in the Purchase of Freehold Hereditaments free from all Incumbrances (except Land Tax, Quit-rents, or such Outgoings and Payments), and the Freehold Hereditaments so purchased shall be settled to, upon, and subject to such of the Uses, Trusts, Powers, and Provisions in and by the recited Will of the said *William Lord Bateman* deceased limited, declared, expressed, and contained of and concerning such Parts (other than the Advowson of the Rectory of *Kelmarsh*) as were thereby devised of the *Kelmarsh* Estate as for the Time being shall be subsisting and capable of taking Effect, but exclusive of the said additional Jointure of Five hundred Pounds a Year thereby limited to the said *Elizabeth Lady Bateman* and her Assigns, and the Powers and Remedies thereby limited for the Recovery of the same, and also exclusive of the said several Terms of Three Days and Three thousand Years thereby respectively limited, and the Trusts thereby declared of those Terms respectively, and also exclusive of the several Uses thereby limited to Trustees upon trust to preserve contingent Uses.

XXIV. That the Freehold Hereditaments so purchased shall be so settled subject to a Power to lease such Freehold Hereditaments or any Part thereof for not exceeding Twenty-one Years in possession at improved Rents, payable half-yearly or oftener, and not without Impediment for Waste, and on such Terms and Conditions as the Lessor thinks advantageous, so as the Leases respectively contain Power of Re-entry on Nonpayment of the Rent for Twenty-eight Days, and the respective Lessees execute Counterparts, such Power to be exercised by the Person for the Time being entitled in possession to the yearly Rents or Profits thereof, or, if such Person be under any Disability, by the Trustees and Trustee for Sale.

Settlement of Freehold Hereditaments to be subject to Power of leasing.

XXV. That all Monies paid into the Bank as by this Act directed shall, until invested in the Purchase of Freehold Hereditaments, or otherwise applied under the Direction of the Court, be from Time to Time laid out, in the Name of the Accountant General, in the Purchase of Exchequer Bills, and the Monies received for the same, when paid off by the Government, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Investment of Monies in Exchequer Bills.

XXVI. That the Court may make such General Orders or Special Orders, if necessary, that whenever the Exchequer Bill of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, the new Exchequer Bills may be received in exchange for those in the course of Payment as shall be effectual for enabling such Receipts in exchange, and in that event the Interest of the new Bills shall be laid

Exchange of Exchequer Bills.

out

Lord Bateman's Kelmarsh Estate Act, 1851.

out as by this Act directed with respect to the Interest of the old Bills paid off.

Deposit of
Exchequer
Bills.

XXVII. That all such Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until proper Purchasers be found and approved as by this Act directed, and until the same be, upon Petition setting forth such Approbation, and preferred to the Court as by this Act directed, be ordered to be sold by the Accountant General for completing such Purchases in such Manner as the Court shall think just and direct.

Profits on
Sale of
Exchequer
Bills.

XXVIII. That if the Money arising by the Sale of any such Exchequer Bills shall exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then and in that Case only the Surplus which shall remain after discharging the Expense of the Applications to the Court shall be paid to such Person as would be entitled to receive the Rents and Profits of the Freehold Hereditaments directed to be purchased in case the same had been purchased pursuant to this Act, or the Representatives of such Person.

Indemnity
and Reim-
bursement of
Trustees of
Act.

XXIX. That any Person now or hereafter a Trustee of or for any of the Purposes of this Act shall not be answerable or accountable for any other such Person, or for any involuntary Loss or Expense; and all and every such Persons and Person respectively may, by and out of any Monies coming to their and his respective Hands by virtue of this Act, retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expenses, not by this Act or otherwise expressly provided for, which they and he respectively may incur or sustain in or about carrying this Act into execution.

Appoint-
ment by
Court of
Chancery of
new Trustees
of Kelmarsh
Estate.

XXX. That if the said *John Stuart Lord Wharnccliffe, Benjamin Disraeli, George Hussey Packe, and William Rose*, or any of them, or any Trustees or Trustee appointed under this Act in their or any of their Place, shall die, or refuse, decline, or become incapable or unfit to act in the Trusts by this Act created, or go to reside beyond Seas, before those Trusts be fully executed, then and in every such Case the Court of Chancery may, on a Petition presented in a summary Way by any Person by this Act authorized to petition the Court in any other Case, appoint any Person or Persons proposed in such Petition, or any other Person or Persons, to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, refusing, declining, becoming incapable or unfit, or going to reside beyond Seas, and all and every such new Trustees and Trustee shall to all Intents and Purposes whatsoever have all the Powers, Authorities, Discretions, and Indemnities of the Trustees or Trustee to whose Place they or he shall succeed.

XXXI. That

Lord Bateman's Kelmarsh Estate Act, 1851.

XXXI. That if the said *Edward Stewart* and *William Whateley*, or either of them, or any Trustees or Trustee appointed under this Act in their or either of their Place, shall die, or refuse, decline, or become incapable or unfit to act in the Trusts of the said Term of Ninety-nine Years by this Act created, or go to reside beyond Seas, before those Trusts be fully executed, then and in every such Case the Court of Chancery may, on a Petition presented in a summary Way by any Person by this Act authorized to petition the Court in any other Case, appoint any Person or Persons proposed in such Petition, or any other Person or Persons, to be Trustees or a Trustee in the Place of the Trustees or Trustee so dying, refusing, declining, becoming incapable or unfit, or going to reside beyond Seas, and all and every such new Trustees and Trustee shall to all Intents and Purposes whatsoever have all the Powers, Authorities, Discretions, and Indemnities of the Trustees or Trustee to whose Place they or he shall succeed.

Appoint-
ment by the
Court of
Chancery of
new Trustees
of the 99
Years Term
in the Here-
fordshire
Farms.

XXXII. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid out of the first of the Monies coming to the Hands of the Trustees and Trustee for Sale under this Act; and in case any Person shall advance the Amount of such Costs, Charges, and Expenses, or any Part thereof, or shall advance to the Trustees and Trustee for Sale any Money for any of the Purposes of this Act, the Amount so advanced, with Interest thereon after the yearly Rate of Four Pounds in the Hundred from the Time of the Advance thereof, shall be repaid to him, his Executors, Administrators, or Assigns, out of the Monies from Time to Time applicable for any of the Purposes of this Act; and the Court may, when requisite, make such Order for and with reference to the Payment of any such Amount and Interest as the Court think just.

Expenses of
Act.

XXXIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, [other than and except the said *Elizabeth Lady Bateman*, her Executors, Administrators, and Assigns, and the Trustees of the said Term of Two thousand Years created by the recited Indenture of Release and Settlement, their Successors, Executors, Administrators, and Assigns, and their respective Cestuisque Trust, and the Trustees of the recited Indenture of Assignment and Settlement, their Successors, Executors, Administrators, and Assigns, and their respective Cestuisque Trust, and the said *William Bateman Lord Bateman*, his Heirs, Successors, and Administrators, and the first and other Sons of the said *William Bateman Lord Bateman*, and the Heirs Male of the Body of such first and other Sons respectively, and the said *Charles Spencer Bateman Hanbury*, his Executors, Administrators, and Assigns, and the first and other Sons of the said *Charles Spencer Bateman Hanbury*, and the Heirs Male of the

General
Saving.

[Private.]

Lord Bateman's Kelmarsh Estate Act, 1851.

Body of such first and other Sons respectively, and the said *Arthur Allen Bateman Hanbury*, his Executors, Administrators, and Assigns, and the first and other Sons of the said *Arthur Allen Bateman Hanbury*, and the Heirs Male of the Body of such first and other Sons respectively, and the said *Harriet Ann Bateman Hanbury*, her Executors and Administrators, and the said *George John White Melville* and *Charlotte* his Wife, and their respective Executors and Administrators, and the Issue of their Marriage, and the said *Elizabeth Augusta Bateman Hanbury*, her Executors and Administrators, and the said *Louisa Catherine Bateman Hanbury*, her Executors and Administrators, and the Trustees under the recited Will of the said *William Lord Bateman* deceased for preserving contingent Uses; their Successors, Heirs, and Assigns, and their respective Cestuisque Trust, and the several and respective Trustees of the said several Terms of One hundred Years, Three Days, and Three thousand Years respectively, created by that Will, their respective Successors, Executors, Administrators, and Assigns, and their respective Cestuisque Trust, and the right Heirs of the said *William Lord Bateman* deceased, and the Trustees of the recited Indenture of Settlement of the Sixth Day of *August* One thousand eight hundred and forty-seven, their Successors, Executors, Administrators, and Assigns, and their respective Cestuisque Trust, and all Persons to whom any Estate, Right, Title, or Interest (other than any Tenancies under any subsisting Leases or Agreements), or any Charge, Claim, or Demand of, in, to, out of, upon, or affecting the *Kelmarsh* Estate and the *Herefordshire* Farms, or any of them, or any Part or Share of or in the same respectively, is or hath been limited, devised, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue of or under the said several recited Indentures, Will, Codicils, and Deed Poll, or any of them respectively (other than the said *Richard Dalton*, in respect of the recited Sale to him of the next Presentation to the Rectory of *Kelmarsh*),] all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of and upon the *Kelmarsh* Estate and the *Herefordshire* Farms, or any of them, or any Part or Share of or in the same respectively, as they, every or any of them, had before the passing of this Act, or could or might have enjoyed in case this Act had not passed.

Act as
printed by
Queen's
Printers
to be Evi-
dence.

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

Lord Bateman's Kelmarsh Estate Act, 1851.

The FIRST SCHEDULE to which the foregoing Act relates.

“The Kelmarsh Estate” in the County of Northampton, consisting of the Manor or Lordship of Kelmarsh.

The Advowson of the Rectory of Kelmarsh.

The Capital Messuage or Chief Mansion or Manor House of Kelmarsh, and divers Messuages, Farms, Lands, and Hereditaments in or near the several Parishes of Kelmarsh and Arthingworth in that County, and which comprise (among others) the following Particulars :

Description.	Occupier.	Quantity, more or less.			Yearly Rental. £
		A.	R.	P.	
Kelmarsh Mansion Lands	Angerstein, Wm., Esq.	146	3	39	497
House Farm	Humphrey, Joseph	176	3	31	240
Lands in Kelmarsh	Orton, Thomas	29	3	19	45
Ditto	Mutton, ———, junior	51	0	33	76
Ditto	Mutton, ———, senior	60	3	31	76
Ditto	Humphrey, Joseph	69	2	3	80
Ditto	Llantsbury, Edward	252	3	23	360
Ditto	Llantsbury, William	274	0	13	370
Ditto	Linnell, William	292	2	26	400
Ditto	Kendal, James	32	0	4	48
Ditto	Pulver, Thomas	108	3	28	130
Ditto	Buswell, Charles	22	3	1	21
Ditto	Buswell, William	98	3	20	131
Ditto	Hafford, Charles	155	1	34	220
Ditto	Foster, Thomas	115	2	37	140
Ditto	In hand	20	3	14	30
Ditto	Ditto	104	1	20	130
Kelmarsh Cottages		5	2	28	20
Woods and Plantations	Lord Bateman	69	3	1	50
Lands in Arthingworth :					
Lodge Farm	Bennett, Samuel	265	3	6	350
Arthingworth Woods	Lord Bateman	14	1	25	15
Exchanged Lands :					
	Hatchards	33	2	22	} 100
	Upper Poulteney	24	0	0	
	Five Pens	17	2	9	
		2,444	3	27	3,529

T. N. Beasley.

The

The SECOND SCHEDULE to which the foregoing Act relates.

The Herefordshire Farms in the County of Hereford, consisting of the following Farms, Lands, and Hereditaments in the several Parishes of Shobdon, Aymestrey, and Eardisland in that County, being a Part of the Shobdon Court Estate :

Description.	Occupier.	Quantity.			Clear annual Value.		
		A.	R.	P.	£	s.	d.
All so much and such Parts of a certain Farm called Leddicott Farm, in the Parish of Shobdon in the County of Hereford, as are distinguished in the Plan annexed to the Inclosure Award for the said Parish, by the Numbers 153, 154, 155, 156, 165, 166, 167, 179, 180, 184, 185, 186, 187, 188, 190, 193, 194, 196, 198, 200, 201, 205, 215, 218, 219, 220, 228, 229, 230, 231, 233, 234, 242, 248, 250, 251, 252, 263, 265, 278, 23, comprising in the whole	Rogers, John.	406	2	22	508	0	0
All so much and such Parts of a certain Farm called the Oxhouse Farm, in the Parish of Shobdon in the County of Hereford, as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 77, 78, 105, 106, 124, 76, 125, 137, 139, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 157, 158, 159, 160, 161, 162, 163, 164, 142, 168, 169, 170, 171, comprising in the whole	Galliers, Thomas.	328	2	37	300	0	0
All so much and such Parts of a certain Farm called Shobdon Farm, in the Parish of Shobdon in the County of Hereford, as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 88, 89, 90, 91, 92, 94, 98, 99, 100, 110, 111, 112, 113, 114, 120, 101, 126, 135, 490, 491, comprising in the whole	Powell, William.	204	0	21	200	0	0
All so much and such Parts of a certain Farm called Uphampton Farm, in the Parish of Shobdon in the County of Hereford, as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 385, 386, 387, 389, 390, 391, 392, 394, 395, 396, 397, 400, 403, 404, 405, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 421, 406, 438, 434, 12, comprising in the whole	Buften, James.	306	0	31	210	0	0

Lord Bateman's Kelmarsh Estate Act, 1851.

Description.	Occupier.	Quantity.			Clear annual Value.					
		A.	R.	P.	£	s.	d.			
All so much and such Parts of a certain Farm called East Hampton Farm in the Parish of Shobdon in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 199, 273, 279, 289, 290, 296, 297, 299, 302, 303, 304, 306, 307, 308, 309, 313, 314, 321, 322, 323, 324, 325, 331, 332, 333, 334, 335, 336, 337, 346, 350, 351, 357, 358, 359, 363, 364 (and in the Parish of Aymestrey) in the same County. All so much and such Part of the same Farm as is distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Number 775, comprising in the whole	Middleton, Martha.	-	-	-	232	1	22	240	0	0
All so much and such Parts of certain Lands let with the Bateman Arms Inn in the Parish of Shobdon in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 19a, 20, 21, comprising in the whole	Smith, Edward.	-	-	-	26	2	13	40	0	0
All so much and such Parts of a certain Farm called Hillerton Farm in the Parish of Shobdon in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 36, 37, 38, 39, 40, 41, 43, comprising in the whole	Galliers, Richard.	-	-	-	28	0	28	36	0	0
All so much and such Parts of certain Homelands, Parks, &c. in the Parish of Shobdon in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 5, 6, 10, 11, 15, 15a, 16, 17, 17a, 33, 522, comprising in the whole	Lord Bateman.	-	-	-	371	2	3	485	0	0
All so much and such Parts of a certain Farm called Covenhope Farm in the Parish of Aymestrey in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 721, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 737, 738, 739, 740, 741, 743, 745, 746, 748, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 763, 765, 718, comprising in the whole	Jones, John.	-	-	-	273	1	24	270	0	0
All so much and such Parts of a certain Farm called Aymestrey Court Farm in the Parish of Aymestrey in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the	Turner, William.	-	-	-						

[Private.]

Lord Bateman's Kelmarsh Estate Act, 1851.

Description.	Occupier.	Quantity.			Clear annual Value.		
		A.	R.	P.	£	s.	d.
said Parish by the Numbers 559, 560, 561, 562, 563, 617, 627, 632, 633, 634, 636, 635, 648, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, comprising in the whole - - - -	- - -	480	1	12	585	0	0
All so much and such Parts of a certain Farm called Upper Lye Farm in the Parish of Aymestrey in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 861, 863, 864, 869, 870, 871, 872, 873, 874, 875, 876, 877, 879, 881, 882, 883, 885, 886, 887, 889, 890, 891, 892, 895, 904, 905, 906, 907, 917, 926, 942, 944, 946, 990, 991, 992, 993, 996, 997, 1019, comprising in the whole - - - -	Jones, Edward.	192	0	24	135	0	0
All so much and such Parts of a certain Farm called Lower Lye Farm in the Parish of Aymestrey in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 1020, 1021, 1023, 1026, 1027, 1030, 1057, 1059, 1061, 1063, 1064, 1075, 1083, 1084, 1092, 1095, 1118, 1140, 1143, 1144, 1148, 1152, 1153, 1155, 1156, 1157, 1162, 1199, 1217, comprising in the whole - - - -	Crump, Richard.	128	2	7	120	0	0
All so much and such Parts of a certain Farm called the Broom Farm in the Parish of Eardisland in the County of Hereford as are distinguished in the Plan annexed to the Inclosure Award for the said Parish by the Numbers 842, 790, 791, 792 a, 793, 793 a, 801, 686, 687, 800, 819, 802, 803, 789, 818, 811, 817, 813, 810, 804, 805, 786, 806, 807, 808, 809, 814, 823, 836, 837, 838, 840, 840 b, 840 h, 784, 792, comprising in the whole - - - -	- - -	280	0	3	340	0	0
		3,258	3	7	3,469	0	0

T. N. Beasley.

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