



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. 19.

An Act for enabling Leases, Sales, and Exchanges to be made of the Family Estates, in the *Isle of Wight* and elsewhere in the County of *Southampton*, of *John Brown Willis Fleming Esquire*, and for other Purposes, and of which the Short Title is "*Fleming's Estate Act, 1852.*"

[30th June 1852.]

WHEREAS by an Act of the Seventh Year of King *George* the Third, intituled *An Act to enable John Fleming Esquire* 7 G. 3. c. 67. (lately called *John Willis*) and his Issue to take and use the Surname and Arms of *Fleming* only, pursuant to a Settlement made by *Richard Fleming Esquire, deceased*, after reciting that by Indentures of Lease and Release dated the Twenty-fourth and Twenty-fifth Days of *April* One thousand seven hundred and forty, and made between *Richard Fleming* of *North Stoneham* in the County of *Southampton*, Esquire, of the One Part, and *Thomas Dacres, Thomas Cowslade, John Fuller* the younger, and *Elisha Biscoe* of the other Part, the said *Richard Fleming* granted, conveyed, and limited the Reversion and Inheritance of divers Estates therein particularly mentioned, after the Decease of the said *Richard Fleming* and *Ann* his Wife without
[Private.] 5 y Issue

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53 G. 3. c. 78.

Issue Male of the said *Richard Fleming*, and after the Decease of *William Fleming*, his Brother, without leaving Issue Male, and also after the Decease or Marriage of *Ann Fleming*, Sister of the said *Richard Fleming*, and also after the Decease of *Thomas Knollys*, eldest Son of *Henry Knollys*, without leaving Issue Male, to the Use of *Thomas Willis*, eldest Son of *Browne Willis*, for his natural Life, with Remainder to the said *Thomas Dacres*, *Thomas Cowslade*, *John Fuller*, and *Elisha Biscoe*, and their Heirs; in trust to preserve contingent Remainders, with Remainder to the First and other Sons of the said *Thomas Willis* successively in Tail Male, with divers Remainders over, in which said Indenture of Release was contained a Proviso for the taking and using by such Persons as therein expressed of the Name and Arms of *Fleming*; and reciting that the said *Richard Fleming* and *Ann* his Wife, *William Fleming* and *Thomas Knollys*, were all dead without Issue, and that the said *Thomas Willis* likewise died leaving *Frances Willis* his Widow, and Two Sons, named *Thomas Willis* (who was then dead without Issue) and *John Willis*, an Infant under the Age of Twenty-one Years, who by virtue of the Limitations contained in the said Indenture of Release had become possessed of or entitled unto the said Estates then late belonging to the said *Richard Fleming*; it was enacted that the said *John Willis* and his Issue should take upon himself and themselves and should be called and known by the Surname of *Fleming* only, and use respectively the Surname of *Fleming* only, and should bear the ancient Arms of the Family of the said *Richard Fleming*, in such Manner and Form as the said *Richard Fleming* bore the same, and according to the Tenor and Directions of the said Settlement: And whereas the said *John Willis* took the Name and Arms of *Fleming* accordingly, and was thenceforth known as *John Fleming*: And whereas by an Act of the Fifty-third Year of *George* the Third, intituled *An Act to enable John Fleming Barton Willis Esquire and his Issue to take the Name of Fleming and bear the Arms of the Fleming Family, pursuant to the Will of John Fleming Esquire, deceased*, after reciting that the said *John Fleming* the Testator duly made and published his last Will and Testament in Writing, dated on or about the Seventeenth Day of *July* One thousand seven hundred and ninety-six, and executed and attested so as to pass Freehold Estates, and thereby, after directing his just Debts, Funeral Expenses, and Legacies to be paid and discharged as therein recited, gave and devised all the Freehold and Copyhold Manors, Messuages, Lands, Tenements, Tithes, and Hereditaments in the said County of *Southampton* to his Wife *Elizabeth Fleming*, and her Assigns, during her Life, without Impeachment of Waste, with Remainder to *Nathaniel Bond* and *John Kingston*, and their Heirs, during the Life of his said Wife, in trust to preserve the contingent Remainders, with Remainder to *John Fleming Barton Willis* during his Life, without Impeachment of Waste, with Remainder to the said *Nathaniel Bond* and *John Kingston*,
and

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and their Heirs, during the Life of the said *John Fleming Barton Willis*, in trust to preserve the contingent Remainders, with Remainder to the First and other Sons of the said *John Fleming Barton Willis* successively according to their respective Seniorities in Tail, with Remainder to the said Testator's own right Heirs for ever, and directed that the Person or Persons to whom any Estate for Life or in Tail should come to the Possession of the same should take and use the Name and Arms of *Fleming* as therein recited; and reciting the Death of the said Testator without having revoked or altered his said Will as to the Devise of his said Estates; and reciting that the said *John Fleming Barton Willis* was then under certain Indentures therein recited entitled in possession during the joint Lives of himself and the said *Elizabeth Fleming* to the same Estates (except a Cottage and a Close of Land thereto belonging in the Parish of *Binstead* in the *Isle of Wight*, then in the Occupation of Lord *Ponsonby*); it was enacted that it should be lawful for the said *John Fleming Barton Willis* and his Issue to take the Surname of *Fleming*, and bear the same Arms as had been anciently given to the Family of the *Flemings*, conformable to the said Will of the said *John Fleming* the Testator, deceased, such Arms being first duly proved and exemplified according to the Law of Arms: And whereas the said *John Fleming Barton Willis* took the Name and Arms of *Fleming* accordingly, and was thenceforth known as *John Fleming*, and is herein-after called *John Fleming*: And whereas the said *Elizabeth Fleming* died in the Year One thousand eight hundred and seventeen, and thereupon the said *John Fleming* became under the recited Limitations of the Will of *John Fleming* the Testator Tenant for Life in possession of the Estates thereby devised: And whereas the said *John Fleming*, then a Bachelor, intermarried on the Eighteenth Day of *February* One thousand eight hundred and thirteen with *Christopheria Buchanan*, then a Spinster, and their Marriage was solemnized at *Melcombe Regis* in the County of *Dorset*: And whereas there were Issue of the said *John Fleming* by the said *Christopheria* his Wife Eight Children and no more; to wit, *John Brown Willis Fleming*, his eldest Son, who was born on or about the Fourth Day of *October* One thousand eight hundred and fifteen, *Thomas James Willis Fleming*, his Second Son, who was born on or about the Nineteenth Day of *June* One thousand eight hundred and nineteen, *Henry William Willis Fleming*, his Third Son, who was born on or about the Sixth Day of *February* One thousand eight hundred and twenty-eight, *Arthur Buchanan Willis Fleming*, his Fourth Son, who was born on or about the Thirteenth Day of *September* One thousand eight hundred and thirty-six, *Honoriam Fleming*, his First Daughter, who was born on or about the First Day of *October* One thousand eight hundred and fourteen, *Christopheria Catherine Fleming*, his Second Daughter, who was born on or about the Thirty-first Day of *May* One thousand eight hundred and eighteen,
Harriet

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Harriet Elizabeth Fleming, his Third Daughter, who was born on or about the Eighth Day of *January* One thousand eight hundred and twenty-one, and *Charlotte Jane Fleming*, his Fourth Daughter, who was born on or about the Third Day of *November* One thousand eight hundred and twenty-one: And whereas the said *John Fleming* died on the Eighteenth Day of *July* One thousand eight hundred and forty-four: And whereas the said *Christopheria Fleming* on the Fourth Day of *August* One thousand eight hundred and forty-six intermarried with and is now the Wife of the Right Honourable *Ulysses Lord Downes*, and their Marriage was solemnized in the Parish Church of *St. George Hanover Square* in the County of *Middlesex*: And whereas the said *John Brown Willis Fleming*, then a Bachelor, intermarried on the Twenty-seventh Day of *February* One thousand eight hundred and forty with the Honourable *Elizabeth Katherine Cochrane* then commonly called Lady *Elizabeth Katherine Cochrane*, only Daughter of the Right Honourable *Thomas Earl of Dundonald*, and their Marriage was solemnized in the said Parish Church of *Saint George Hanover Square*: And whereas there hath not been any Issue of that Marriage: And whereas the said *Thomas James Willis Fleming*, then a Bachelor, intermarried, on the Twenty-fifth Day of *November* One thousand eight hundred and forty-five, with *Henrietta Caroline Sophia Hunter*, then a Spinster, and their Marriage was solemnized in the said Parish Church of *Saint George Hanover Square*: And whereas there have been Issue of the said *Thomas James Willis Fleming* by the said *Henrietta Caroline Sophia* now his Wife Three Children only, to wit, *Euphemia Katherine Willis Fleming*, his eldest Daughter, who was born on or about the Thirteenth Day of *December* One thousand eight hundred and forty-six, *Julia Fleming*, his Second Daughter, who was born on or about the Fourteenth Day of *June* One thousand eight hundred and fifty, and *Gertrude Fleming*, his Third Daughter, who was born on or about the Thirty-first Day of *July* One thousand eight hundred and fifty-one: And whereas each of the said *Henry William Willis Fleming* and *Arthur Buchanan Willis Fleming* is a Bachelor: And whereas the said *Honoria Fleming*, then a Spinster, intermarried on the Fourteenth Day of *January* One thousand eight hundred and thirty-six with *James Ferrier Armstrong*, and their Marriage was solemnized in the Parish Church of *North Stoneham* aforesaid: And whereas the said *Christopheria Catherine Fleming* is a Spinster: And whereas the said *Harriet Elizabeth Fleming*, then a Spinster, intermarried, on the Fourth Day of *November* One thousand eight hundred and forty-five, with *Robert Vansittart*, and their Marriage was solemnized in the Parish Church of *Binstead* in the *Isle of Wight*, and there are Children of such Marriage, all of whom are Infants: And whereas the said *Charlotte Jane Fleming*, then a Spinster, intermarried, on the Eighteenth Day of *September* One thousand eight hundred and forty-five, with *Alöert John Hambrough*, and their Marriage was solemnized

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solemnized in the Parish Church of *Binstead* aforesaid, and there are Children of such Marriage, all of whom are Infants: And whereas by an Indenture dated the Fifteenth Day of *February* One thousand eight hundred and thirteen, between the said *Elizabeth Fleming* of the First Part, the said *John Fleming*, by his then Name of *John Fleming Barton Willis*, of the Second Part, the said *Christopheria* his Wife, by her then Name of *Christopheria Buchanan*, of the Third Part, and *James Buchanan*, *William Temple French*, the Reverend *Frederick Beadon*, and *Thomas Meyrick* of the Fourth Part, being the Settlement on the Marriage of the said *John Fleming* and *Christopheria* his Wife, a Sum of Ten thousand five hundred Pounds Five *per Centum* Navy Annuities, then standing in the Names of the said *James Buchanan*, *William Temple French*, *Frederick Beadon*, and *Thomas Meyrick*, was settled upon Trusts, after the Solemnization of that Marriage, and the Decease of the said *John Fleming*, for the said *Christopheria* his Wife during her Life, and after her Decease for the younger Children of the said *John Fleming* and *Christopheria* his Wife equally, to be vested in them as to Sons at Twenty-one, and as to Daughters at Twenty-one or Marriage, with Survivorship between them in case of their dying before attaining vested Interests, and Power was thereby given to the Trustees or Trustee for the Time being thereof to sell that Trust Stock, and invest the Proceeds in their or his Names or Name at Interest on Real Securities in *Great Britain*, and Provision was thereby made for giving Validity to their or his Receipts for all Monies paid to them or him: And whereas by Indenture of Release dated the Thirty-first Day of *December* One thousand eight hundred and twenty-five, between *Peter Serle*, since deceased, of the First Part, *John Frederick Pott* and *George Compton* of the Second Part, the said *John Fleming* of the Third Part, and *Abel Rous Dottin* of the Fourth Part, and grounded on a Lease for a Year dated the Day preceding, the Estate specified in the First Schedule to this Act annexed was limited (subject to a yearly Rentcharge or Jointure of Six hundred Pounds for *Charlotte Malazena*, then the Wife and now the Widow of the said *Peter Serle*, and her Assigns, after his Decease, for her Life, and to a Term of Five hundred Years, and the Trusts thereof for securing that Jointure), to the Use of the said *Peter Serle* and his Assigns for his Life, with Remainder to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, and in such Parts, Shares, or Proportions, Manner and Form, and upon, to, or for such Trusts, Ends, Intents, or Purposes, as the said *John Fleming*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should at any Time or Times during his Life direct or appoint, and in default of such Direction or Appointment, to the Use of the said *John Fleming* and his Assigns during his Life, with Remainder to

Marriage
Settlement,
dated 15th
February
1813.

Indenture,
dated 31st
December
1825.

[*Private.*]

Fleming's Estate Act, 1852.

Indenture,
dated 9th
Feb. 1837.

the Use of the said *Abel Rous Dottin* and his Heirs during the Life of the said *John Fleming*, upon trust for him and his Assigns, with Remainder to the Use of the said *John Fleming*, his Heirs and Assigns, for ever: And whereas the said *Peter Serle* afterwards departed this Life: And whereas by Indenture of Release dated the Ninth Day of *February* One thousand eight hundred and thirty-seven, and enrolled on the Tenth Day of *February* One thousand eight hundred and thirty-seven in the Court of Chancery, and made between the said *John Fleming* of the First Part, the said *John Brown Willis Fleming* of the Second Part, and *Peter Dickson* of the Third Part, and grounded on a Lease for a Year dated the Day preceding, the Estates described or referred to in the Schedule thereto being Estates then subject to the recited Limitations of the recited Will of the said *John Fleming* the Testator, were limited and assured to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, with such Limitations and Remainders over, and upon, to, or for such Trusts, Ends, Intents, and Purposes, and charged and chargeable with such Sum or Sums of Money, either annual or in gross, and with, under, and subject to such Powers, Provisoos, Conditions, Limitations, Agreements, or Declarations, and generally in such Way, Manner, and Form as the said *John Fleming* and *John Brown Willis Fleming* at any Time or Times during their joint Lives, by any Deed or Deeds in Writing, with or without Power of Revocation and new Appointment, to be by both of them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, or appoint, and in default of such joint Direction, Limitation, or Appointment, to the Use of the said *John Fleming* and his Assigns for his Life, with Remainder to the Use of the said *John Brown Willis Fleming*, his Heirs and Assigns, for ever: And whereas by Indenture of Appointment and Release and Settlement (herein-after called the First Settlement) dated the Twenty-eighth Day of *February* One thousand eight hundred and thirty-seven, between the said *John Fleming* of the First Part, the said *John Brown Willis Fleming* of the Second Part, *William Bigoe Buchanan* and *Lewis William Buck* of the Third Part, and *Henry Metcalfe Wardle* and *Edwin Godden Jones* of the Fourth Part, and grounded as a Release on a Lease for a Year dated the Day preceding, the Estates described in the First Schedule to the now-reciting Indenture, being the Estates comprised in the recited Indenture of the Ninth Day of *February* One thousand eight hundred and thirty-seven, and the Hereditaments described in the Second Schedule to the now-reciting Indenture, being the Hereditaments comprised in the recited Indenture of the Thirty-first Day of *December* One thousand eight hundred and twenty-five, were appointed and assured to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, with such Limitations or Remainders over, upon, to, and for such Trusts, Ends, Intents, and Purposes, and charged and chargeable with such Sum or Sums of Money, either

Indenture,
dated 28th
Feb. 1837.

Fleming's Estate Act, 1852.

either annual or in gross, and with, under, and subject to such Powers, Provisoos, Declarations, Conditions, Limitations, and Agreements, and generally in such Way, Manner, and Form in all respects as the said *John Fleming* and *John Brown Willis Fleming*, at any Time or Times during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, (with or without Power of Revocation and new Appointment,) to be by both of them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, and appoint, with divers Uses in default of such joint Direction, Limitation, and Appointment; and by the now-reciting Indenture it was provided, that it should be lawful for the said *John Brown Willis Fleming*, at any Time during his Life, but not till after the Decease of the said *John Fleming*, (but subject and without Prejudice to a Term of One thousand Years thereby created, and the Trusts thereof, and also subject and without Prejudice to the Uses and Estates antecedent to the Use or Estate of the Person for the Time being exercising that Power, and to the Powers annexed, relating or collateral to such antecedent Uses or Estates, and subject and without Prejudice to the Uses or Estates which should be limited in exercise of the said Powers or any of them,) by Deed or Will to subject and charge all or any of the Estates thereby settled with the Payment of any Sums not exceeding in the whole Ten thousand Pounds, with Interest thereon, as therein expressed, for the Use and Benefit of the Person so for the Time being exercising that Power, and also (subject and without Prejudice as aforesaid) to limit and appoint the Estates so charged to any Person or Persons for any Term of Years, as the Person for the Time being exercising that Power should think fit, upon trust to raise the Money so to be charged; and it was thereby also provided, that it should be lawful for the said *John Brown Willis Fleming*, when in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of the Estates thereby settled, as Tenant for Life thereof in possession, or entitled thereto as Tenant for Life in remainder expectant upon the Decease of the said *John Fleming*, by Deed or Will (but subject and without Prejudice to the Uses and Estates antecedent to the Use or Estate of the Person for the Time being exercising that Power, and the Powers annexed, relating or collateral to such antecedent Uses or Estates, and also subject and without Prejudice to the Uses or Estates which should be limited in exercise of the said Powers,) to limit and appoint unto and to the Use of or in trust for any Woman whom he should marry, for her Life, by way of Jointure, and either before or after Marriage, any annual Sums not exceeding for One Woman Five hundred Pounds during the Life of the said *John Fleming*, and not exceeding for any One Woman One thousand five hundred Pounds after his Decease (including the Five hundred Pounds, if previously charged), to be yearly issuing out of and charged and chargeable upon all or any

Part

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Part of the Estates thereby settled, free from all Outgoings, and to be paid in such Manner as the Person for the Time being exercising that Power should order and direct, and for securing the due Payment thereof to grant, limit, or appoint usual Powers of Distress and Entry, and Perception of Rents and Profits, and also (but subject as aforesaid) to limit and appoint those Estates to any Person or Persons for any Term of Years, with or without Impeachment of Waste, upon Trusts for better securing the Payment thereof; and it was thereby also provided, that it should be lawful for the said *John Brown Willis Fleming*, after the Decease of the said *John Fleming*, by Deed or Will (but subject and without Prejudice to a yearly Rent-charge of One thousand five hundred Pounds or One thousand Pounds, as the Case might be, thereby limited, and to the Powers and Remedies therein-before limited for enforcing Payment thereof, and to the said Term of One thousand Years, and the Trusts thereof, and also subject to any Jointure which might have been limited by virtue of the Power for that Purpose therein-before contained,) to subject and charge all or any of the Estates thereby settled with the Payment of any Sums of Money not exceeding Forty thousand Pounds for the Portions of the Children of the said *John Brown Willis Fleming*, other than an eldest or only Son, if he should leave a Son him surviving, or born in due Time after his Decease, who should live to attain Twenty-one, but if he should leave no Male Issue him surviving, or which should be born in due Time after his Decease, or leaving any who should not attain Twenty-one, then the said *John Brown Willis Fleming*, after the Decease of the said *John Fleming*, might by the Means aforesaid subject and charge those Estates (without Prejudice to preceding Estates) with the Sum of Fifty thousand Pounds to or in favour of an only Daughter who should live to attain Twenty-one, or marry, but if he should leave Two or more Daughters who should live to attain that Age, or marry, and no Male Issue who should live to attain Twenty-one, then One hundred thousand Pounds for all such Daughters, with Interest, as therein expressed: And whereas by Indenture dated the Twelfth Day of *April* One thousand eight hundred and thirty-seven, between the said *John Fleming* and *Christopheria* his Wife of the First Part, the said *John Fleming* of the Second Part, the said *John Brown Willis Fleming* of the Third Part, and *William Temple French*, the Reverend *Frederick Beadon*, and *Thomas Meyrick*, of the Third Part, and grounded as a Release on a Lease for a Year dated the Day preceding, and in which were Recitals showing that the said *William Temple French*, *Frederick Beadon*, and *Thomas Meyrick*, as the then surviving Trustees of the recited Marriage Settlement of the said *John Fleming* and *Christopheria* his Wife, had lent to him Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, being the Trust Monies then representing the Ten thousand five hundred Pounds Five Pounds

per

Indenture,
dated 12th
April 1837.

Fleming's Estate Act, 1852.

per Centum Navy Annuities settled as aforesaid, the Capital Messuage or Mansion House called *North Stoneham House*, with the Coach-houses, Stables, and Offices thereunto belonging, and the several Pieces or Parcels of Land therein described, containing in the whole Six hundred and twenty-five Acres One Rood and Thirty-six Perches, all situate in the Parish of *North Stoneham* in the County of *Southampton*, being Part of the Estates comprised in the First Settlement, were, in exercise of the joint Power of Appointment limited to the said *John Fleming* and *John Brown Willis Fleming* by the First Settlement, or otherwise, limited and assured to the Use of the said *William Temple French*, *Frederick Beadon*, and *Thomas Meyrick*, their Heirs and Assigns, by way of Mortgage to them thereof, for securing to them, as such Trustees, the Repayment of the Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, with Interest: And whereas the said *Thomas Meyrick* afterwards departed this Life, and the said *William Temple French* and *Frederick Beadon* are the surviving Mortgagees under the last-recited Indenture, and are entitled to receive the Principal Money and Interest thereby secured: And whereas by Indenture dated the Sixth Day of *June* One thousand eight hundred and thirty-seven, between the said *John Fleming* and *John Brown Willis Fleming* of the One Part, and *Elizabeth Dawson* of the other Part, Two Messuages in the Borough of *Newport* in the *Isle of Wight*, being Part of the Estates comprised in the First Settlement, were, in exercise of the joint Power of Appointment limited to the said *John Fleming* and *John Brown Willis Fleming* by the First Settlement, limited and assured to the Use of the said *Elizabeth Dawson*, her Heirs and Assigns, by way of Mortgage to her thereof for securing Five hundred Pounds and Interest: And whereas the said *Elizabeth Dawson* died on the Twenty-seventh Day of *September* One thousand eight hundred and forty-seven, intestate as to Estates vested in her as a Mortgagee, leaving *George Dawson* her Brother and Heir-at-Law: And whereas the said *Elizabeth Dawson* left her last Will and Testament, dated the Fourteenth Day of *November* One thousand eight hundred and forty-six, whereof she appointed *Thomas Maitland* and *Thomas Curryer* Executors, and the said *Thomas Maitland* proved it on the Second Day of *February* One thousand eight hundred and forty-seven in the Prerogative Court of *Canterbury*: And whereas by an Indenture dated the Sixteenth Day of *September* One thousand eight hundred and fifty, between the said *George Dawson* of the First Part, the said *Thomas Maitland* of the Second Part, the said *John Brown Willis Fleming* of the Third Part, the said *Thomas James Willis Fleming* of the Fourth Part, and *Hannah Taylor* Spinster, of the Fifth Part, the said Sum of Five hundred Pounds and the Interest thereon, and the recited Mortgage Security for the same, were transferred to the said *Hannah Taylor*, and that Sum and Interest are now payable to her: And whereas by Indenture by way of Marriage Articles, in

Indenture,
dated 6th
June 1837.

Will of
E. Dawson,
dated 14th
Nov. 1846.

Indenture,
dated 16th
Sept. 1850.

Indenture
of Marriage

[Private.]

6 a

contemplation

Fleming's Estate Act, 1852.

Articles,
dated 26th
Feb. 1840.

contemplation of the Marriage of the said *John Brown Willis Fleming* with his said Wife, and dated the Twenty-sixth Day of *February* One thousand eight hundred and forty, between the said *John Brown Willis Fleming* of the First Part, his said Wife of the Second Part, and *Sir Francis Burdett* Baronet, the Honourable *Charles Elphinstone Fleming*, the Honourable *Charles Orlando Bridgman*, and *John Gould Gent*, of the Third Part, the said *John Brown Willis Fleming* covenanted with the said *Sir Francis Burdett*, *Charles Elphinstone Fleming*, *Charles Orlando Bridgman*, and *John Gould Gent*, that in case the said then intended Marriage should be solemnized he would charge all the Estates comprised in the First Settlement with the Payment to his said Wife and her Assigns, by way of Jointure and in bar of Dower, in case she should survive him, of an Annuity of Five hundred Pounds during the joint Lives of herself and the said *John Fleming*, and of an Annuity of One thousand five hundred Pounds in case she should survive both the said *John Brown Willis Fleming* and *John Fleming*, and thenceforth during her Life, and with such Powers, Term, and Trust for securing the same as therein expressed, and also with the Payment of Twenty thousand Pounds in case the said *John Brown Willis Fleming* should survive the said *John Fleming*, by way of Portions, with Interest thereon, unto or for the younger Children, if any, of the said then intended Marriage, as therein also expressed: And whereas by Indenture dated the Nineteenth Day of *October* One thousand eight hundred and forty-two, between the said *John Brown Willis Fleming* and the said *Lady Elizabeth Katherine Fleming* his Wife of the One Part, and the said *Sir Francis Burdett*, *Charles Orlando Bridgman*, and *John Gould Gent* of the other Part, (wherein the Death of the said *Charles Elphinstone Fleming* was recited,) in pursuance of the said Marriage Articles, and in exercise of the recited Power of jointuring created by the First Settlement, the said *John Brown Willis Fleming* appointed to his said Wife and her Assigns during her Life, if she should survive him, One Annuity of Five hundred Pounds during the joint Lives of herself and the said *John Fleming*, and instead of that Annuity another Annuity of One thousand five hundred Pounds in case she should survive both the said *John Brown Willis Fleming* and the said *John Fleming*, clear of all Deductions, and to be issuing out of all the Estates comprised in the First Settlement, and to be paid quarterly, as therein expressed, and with the usual Powers of Distress and Entry, and Perception of Rents and Profits for securing the same, and appointed those Estates unto the said *Sir Francis Burdett*, *Charles Orlando Bridgman*, and *John Gould Gent*, their Executors, Administrators, and Assigns, from the Decease of the said *John Brown Willis Fleming*, for the Term of Five hundred Years, upon Trusts for better securing those Annuities; and it was thereby provided, that it should be lawful for the said *John Brown Willis Fleming*, with the Consent of the Trustees or Trustee for the Time
being

Indenture
of Appoint-
ment, dated
19th Oct.
1842.

Fleming's Estate Act, 1852.

being of the now-reciting Indenture, to revoke so much thereof as constituted that Jointure of Five hundred Pounds, or One thousand five hundred Pounds, as the Case might be, a Charge on the whole of the Estates comprised in the First Settlement, and in lieu thereof to charge only an adequate Portion of those Estates, it being thereby agreed and declared that any Portion of those Estates yielding a net unincumbered Rental amounting to Two thousand five hundred Pounds or upwards should be deemed an adequate Security for that Jointure, and should be accepted as such in discharge of the other Lands and Hereditaments thereby and by the First Settlement charged therewith respectively: And whereas the said Sir *Francis Burdett* afterwards departed this Life: And whereas by Two Deeds Poll, each dated the Twenty-fourth Day of *April* One thousand eight hundred and fifty-two, under the Hand and Seal of the said *John Gould Gent*, he disclaimed the Term, Trusts, and Powers given to him by the recited Indentures of the Twenty-sixth Day of *February* One thousand eight hundred and forty and the Nineteenth Day of *October* One thousand eight hundred and forty-two, and all Trusteeship thereof respectively: And whereas by Two Deeds Poll, each dated the Fifth Day of *May* One thousand eight hundred and fifty-two, under the Hand and Seal of the said *Charles Orlando Bridgman*, he disclaimed the Term, Trusts, and Powers given to him by the recited Indentures of the Twenty-sixth Day of *February* One thousand eight hundred and forty and the Nineteenth Day of *October* One thousand eight hundred and forty-two, and all Trusteeship thereof respectively: And whereas by Indenture dated the Twenty-eighth Day of *February* One thousand eight hundred and forty, between the said *John Brown Willis Fleming*, of the First Part, *Charles Thomas Holcombe* and *Thomas Peregrine Courtenay* of the Second Part, Sir *James M'Grigor* Baronet and Sir *Robert Harry Inglis* Baronet of the Third Part, and *John Richards*, Sir *Gore Ouseley* Baronet, and *Charles Barry Baldwin* of the Fourth Part, the said *John Brown Willis Fleming* charged the Estates comprised in the First Settlement with the Payment of an Annuity as therein expressed; but by Indenture dated the Second Day of *September* One thousand eight hundred and forty-two, between the said *John Richards*, Sir *Gore Ouseley*, and *Charles Barry Baldwin* of the First Part, the said *Charles Thomas Holcombe* (who was therein recited to have survived the said *Thomas Peregrine Courtenay*) of the Second Part, the said Sir *James M'Grigor* and Sir *Robert Harry Inglis* of the Third Part, and the said *John Brown Willis Fleming* of the Fourth Part, that Annuity, and the Securities for it, were absolutely released and discharged: And whereas by Indenture dated the Sixteenth Day of *April* One thousand eight hundred and forty, between the said *John Brown Willis Fleming* of the First Part, the said *Thomas Peregrine Courtenay* and *Charles Thomas Holcombe* of the Second Part, the said Sir *James M'Grigor* and Sir *Robert Harry Inglis* of the Third Part, and

Two Deed
Polls, dated
24th April
1852.

Two Deed
Polls, dated
5th May
1852.

Indenture,
dated 28th
Feb. 1840.

Indenture,
dated 16th
April 1840.

Fleming's Estate Act, 1852.

Indenture,
dated 15th
April 1841.

and the said *John Richards*, *Sir Gore Ouseley*, and *Charles Barry Baldwin* of the Fourth Part, the said *John Brown Willis Fleming* charged the Estates comprised in the First Settlement with the Payment of another Annuity, as therein expressed; but by Indenture dated the Sixteenth Day of *April* One thousand eight hundred and forty-two, between the said *John Richards*, *Sir Gore Ouseley*, and *Charles Barry Baldwin* of the First Part, the said *Charles Thomas Holcombe* (who was therein recited to have survived the said *Thomas Peregrine Courtenay*) of the Second Part, the said *Sir James M'Grigor* and *Sir Robert Harry Inglis* of the Third Part, and the said *John Brown Willis Fleming* of the Fourth Part, that Annuity, and the Securities for it, were absolutely released and discharged: And whereas by Indenture dated the Fifteenth Day of *April* One thousand eight hundred and forty-one, between the said *John Brown Willis Fleming* of the First Part, *William Dacres Adams* and *William Knight Dehany* of the Second Part, the said *Sir James M'Grigor* and *Sir Robert Harry Inglis* of the Third Part, and the said *John Richards*, *Sir Gore Ouseley*, and *Charles Barry Baldwin* of the Fourth Part, the said *John Brown Willis Fleming* charged the Estates comprised in the First Settlement with the Payment of another Annuity, as therein expressed; but by Indenture dated the Twenty-seventh Day of *June* One thousand eight hundred and forty-two, between the said *John Richards*, *Sir Gore Ouseley*, and *Charles Barry Baldwin* of the First Part, the said *William Dacres Adams* and *William Knight Dehany* of the Second Part, the said *Sir James M'Grigor* and *Sir Robert Harry Inglis* of the Third Part, and the said *John Brown Willis Fleming* of the Fourth Part, that Annuity, and the Security for it, were absolutely released and discharged: And whereas by Indenture dated the Twenty-eighth Day of *August* One thousand eight hundred and forty, between *Thomas Barnes*, therein expressed to be commonly called *Lord Cochrane*, *Horatio William Bernardo Cochrane*, and the said *John Brown Willis Fleming* of the First Part, the said *John Brown Willis Fleming* of the Second Part, *Thomas Earl of Dundonald* and the said *Horatio William Bernardo Cochrane* of the Third Part, *Samuel Birch* and *Sir Robert John Harvey* of the Fourth Part, the said *Sir James M'Grigor* and *Sir Robert Harry Inglis* of the Fifth Part, and the said *John Richards*, *Sir Gore Ouseley*, and *Charles Barry Baldwin* of the Sixth Part, the said *John Brown Willis Fleming* charged the Estates comprised in the First Settlement with the Payment of another Annuity (herein-after called the unreleased Annuity) as therein expressed, and for securing the Payment thereof demised those Estates unto the said *Samuel Birch* and *Sir Robert John Harvey* from the Day of the Decease of the said *John Fleming* for Two hundred Years, if the said *John Brown Willis Fleming* should so long live, and in Execution or attempted Execution of the recited Power in that Behalf granted to him by the First Settlement charged or attempted to charge

Indenture,
dated 28th
Aug. 1840.

Fleming's Estate Act, 1852.

charge those Estates after the Decease of the said *John Fleming* with the Payment unto the said *Sir James M'Grigor* and *Sir Robert Harry Inglis*, for the Use of the said *John Brown Willis Fleming*, of Ten thousand Pounds and Interest, and demised or confirmed or attempted to demise or confirm those Estates unto the said *Sir James M'Grigor* and *Sir Robert Harry Inglis* from the Day of the Decease of the said *John Fleming* for Two thousand Years: And whereas by Indenture dated the Fourth Day of *May* One thousand eight hundred and forty-one, between *William Hearn* of the First Part, *Charles Bassett Roe* and *Thomas John Blachford* of the Second Part, the said *John Fleming* of the Third Part, the said *John Fleming* and *John Brown Willis Fleming* of the Fourth Part, *John Henry Hearn* of the Fifth Part, *Henry William Keele* of the Sixth Part, and *Thomas Way* and *David Way* of the Seventh Part, and grounded on a Lease for a Year dated the Day preceding, and in which were recited a joint and several Bond dated the Eleventh Day of *October* One thousand eight hundred and thirty-nine, from the said *John Fleming* and *John Brown Willis Fleming* to the said *Henry William Keele*, for Three thousand Pounds and Interest, and a joint and several Bond dated the same Day, from the said *John Fleming* and *John Brown Willis Fleming* to the said *David Way* and *Thomas Way*, for One thousand Pounds and Interest, and an Agreement for collaterally securing the Payment of those Sums and Interest by a Mortgage of a sufficient Part of the Manor of *Binstead* and other Estates in the *Isle of Wight*, of which it was therein recited that the said *John Fleming* was Tenant for Life and the said *John Brown Willis Fleming* Tenant in Tail in remainder, and over which they had a joint Power of Appointment of the Fee Simple, the Hereditaments specified in the Fourth Schedule to this Act annexed, were limited to the Use of the said *John Henry Hearn*, his Executors, Administrators, and Assigns, for a Term of One thousand Years, upon Trusts for securing the Payment of those Sums and Interest, and subject thereto to the Use of such Person or Persons as the said *John Fleming* and *John Brown Willis Fleming* should in manner therein expressed jointly appoint, and in default of such Appointment, to such and the same Uses, upon such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Declarations, and Agreements as were expressed, contained, and declared or referred to of and concerning certain Lands and Hereditaments in the Parish of *Binstead* aforesaid (meaning Part of the Lands comprised in the First Settlement, and specified in the Third Schedule to this Act annexed), in and by the First Settlement: And whereas by Indenture dated the First Day of *October* One thousand eight hundred and forty-four, between the said *Henry William Keele* of the First Part, the said *John Henry Hearn* of the Second Part, and *Robert Dewey* and *John David Hay Hill* of the Third Part, the said

Indenture,
dated 4th
May 1841.

Indenture,
dated 1st
Oct. 1844.

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Fleming's Estate Act, 1852.

Indenture,
dated 29th
Oct. 1844.

Bond to the said *Henry William Keele* for Three thousand Pounds and Interest, and that Sum and the Interest thereon, and the recited equitable Security for the same, were transferred to the said *Robert Dewey* and *John David Hay Hill*, and that Sum and Interest are payable to them: And whereas by Indenture dated the Twenty-ninth Day of *October* One thousand eight hundred and forty-four, between the said *David Way* and *Thomas Way* of the First Part, the said *John Henry Hearn* of the Second Part, and the said *Robert Dewey* and *John David Hay Hill* of the Third Part, the said Bond to the said *David Way* and *Thomas Way* for One thousand Pounds and Interest, and that Sum and the Interest thereon, and the recited equitable Security for the same, were transferred to the said *Robert Dewey* and *John David Hay Hill*, and that Sum and Interest are payable to them: And whereas by Indenture dated the Sixteenth Day of *April* One thousand eight hundred and forty-two, between the said *John Fleming* and *John Brown Willis Fleming* of the One Part, and *James Baber* of the other Part, the Messuage or Tenement, Farm and Lands called *Combley Farm*, situate in the Parish of *Arreton* in the *Isle of Wight*, containing by Estimation Four hundred and twenty-two Acres or thereabouts, being Part of the Estates comprised in the First Settlement, were, in exercise of the Power of joint Appointment limited to the said *John Fleming* and *John Brown Willis Fleming* by the First Settlement, or otherwise, appointed and demised to the said *James Baber* for One thousand Years, by way of Mortgage to him thereof, for securing the Repayment, with Interest, of Four thousand Pounds: And whereas by Indenture dated the Sixteenth Day of *August* One thousand eight hundred and forty-two, between the said *John Fleming* and *John Brown Willis Fleming* of the One Part, and *Inigo Thomas* of the other Part, the Messuages, Farms, Lands, and Hereditaments called *Heasley, Duxmoor, Kitehill, Downend, Ashlake, Havenstreet, Binstead Lodge, Newnham, Kempfill, Guilford, Lynn, Copped Hall, and Binstead Lands*, all in the *Isle of Wight*, being Part of the Estates comprised in the First Settlement, were, in exercise of the Power of joint Appointment limited to the said *John Fleming* and *John Brown Willis Fleming* by the First Settlement, or otherwise, limited and assured to the Use of the said *Inigo Thomas*, his Heirs and Assigns, by way of Mortgage to him thereof, for securing the Repayment, with Interest, of Twenty-six thousand Pounds: And whereas by Indenture dated the Twenty-eighth Day of *October* One thousand eight hundred and forty-two, between the said *Sir Robert John Harvey* (who was therein recited to have survived the said *Samuel Birch*) of the First Part, the said *Sir James M'Grigor* and *Sir Robert Harry Inglis* of the Second Part, the said *John Richards*, *Sir Gore Ouseley*, and *Charles Barry Baldwin* of the Third Part, the said *Thomas Barnes*, therein expressed to be commonly called *Lord Cochrane*, and *Horatio William Bernardo Cochrane* of the Fourth Part, the said *John Fleming* and

Indenture,
dated 16th
April 1842.

Indenture,
dated 16th
Aug. 1842.

Indenture,
dated 28th
Oct. 1842.

and

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and *John Brown Willis Fleming* of the Fifth Part, the said *Inigo Thomas* of the Sixth Part, *Bernard Senior* of the Seventh Part, and *William Hearn* and *Edward Lambert* of the Eighth Part, the unreleased Annuity and the said Term of Two hundred Years in such Parts of the Estates comprised therein as were mortgaged to the said *Inigo Thomas*, and the said Sum of Ten thousand Pounds, and the said Term of Two thousand Years in those Parts of the Estates comprised therein, were assigned unto the said *Bernard Senior* upon trust for better securing the said Twenty-six thousand Pounds and Interest to the said *Inigo Thomas*, his Executors, Administrators, and Assigns, and subject thereto upon such Trusts as the said *John Fleming* and *John Brown Willis Fleming* should appoint, and the said Terms of Two hundred Years and Two thousand Years respectively in the Residue of the Estates comprised therein were assigned unto the said *William Hearn* and *Edward Lambert*, upon such Trusts as the said *John Fleming* and *John Brown Willis Fleming* should appoint: And whereas the said *Inigo Thomas* afterwards departed this Life intestate as to Estates vested in him as a Mortgagee, leaving *Freeman Thomas*, his only Son and Heir-at-Law, him surviving: And whereas the said *Inigo Thomas*, by his last Will and Testament dated the Tenth Day of *November* One thousand eight hundred and forty-four, appointed his Wife *Frances Ann*, his said Son *Freeman Thomas*, and *Francis Barlow Robinson*, Executors thereof, and it was proved in the proper Ecclesiastical Court by the said *Freeman Thomas* and *Francis Barlow Robinson*, and the Principal Money and Interest secured by the recited Mortgage to the said *Inigo Thomas* are payable to them: And whereas the said *William Hearn* departed this Life on the Twenty-second Day of *February* One thousand eight hundred and forty-five: And whereas by an Indenture dated the Twenty-first Day of *October* One thousand eight hundred and forty-two, between the said *John Fleming* and *John Brown Willis Fleming* of the One Part, and *Thomas Field Gibson* of the other Part, the Messuages, Farm, and Lands called *North Stoneham Farm* and *Swathling Farm*, situate in the Parish of *North Stoneham* in the County of *Southampton*, being Part of the Estates comprised in the First Settlement, were, in exercise of the Power of joint Appointment by the First Settlement limited to the said *John Fleming* and *John Brown Willis Fleming*, limited and assured to the Use of the said *Thomas Field Gibson*, his Heirs and Assigns, by way of Mortgage to him thereof, for securing Fourteen thousand Pounds and Interest: And whereas by Indenture dated the Twenty-eighth Day of *April* One thousand eight hundred and forty-nine, between the said *Thomas Field Gibson* of the First Part, the said *John Brown Willis Fleming* of the Second Part, and *Andrew Saunders*, *John Constable*, *Valentine Morris*, and *William Lambert* of the Third Part, the last-recited Mortgage Security was transferred to the said *Andrew Saunders*, *John Constable*, *Valentine Morris*,

Will of Inigo Thomas, dated 10th Nov. 1844.

Indenture, dated 21st Oct. 1842.

Indenture, dated 28th April 1849.

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Indenture,
dated 22d
Oct. 1842.

Morris, and *William Lambert*, and the Principal Money and Interest thereby secured are payable to them; but by Indenture also dated the Twenty-eighth Day of *April* One thousand eight hundred and forty-nine, between the said *John Brown Willis Fleming* of the One Part, and the said *Andrew Saunders*, *John Constable*, *Valentine Morris*, and *William Lambert* of the other Part, Provision was made for that Principal Money remaining on that Security at such Rate of Interest as therein expressed, and for a Term of Years which hath not yet expired: And whereas by Indenture of Settlement (herein-after called the Second Settlement) dated the Twenty-second Day of *October* One thousand eight hundred and forty-two, between the said *John Fleming* of the First Part, the said *John Brown Willis Fleming* of the Second Part, *Walter Wyndham Burrell* and *William Lechmere Whitmore* of the Third Part, *William Dale Farr* and *Alexander Haldane* of the Fourth Part, the said *William Bigoe Buchanan* and *John Horton* of the Fifth Part, and the said *John Henry Hearn* and *Joseph Alfred Hardcastle* of the Sixth Part, in exercise of the Power of joint Appointment limited to the said *John Fleming* and *John Brown Willis Fleming* by the First Settlement, all the Estates comprised in the First Settlement, and described in the First, Second, and Third Schedules to the now-reciting Indenture, were limited and assured to such Uses as the said *John Fleming* and *John Brown Willis Fleming* during their joint Lives should jointly appoint; and in default of such Appointment, then, as to the Hereditaments specified in the Third Schedule thereto, which do not comprise any Part of the Estates specified in the Schedules to this Act annexed, to the Use of such Persons, for such Estates, Intents, and Purposes, as the said *John Fleming* by Deed or Instrument in Writing should appoint; and for default of such Appointment, to such and the like Uses, Trusts, Ends, Intents, and Purposes as were therein-after limited, expressed, and declared of the Residue of the Hereditaments comprised in the said First and Second Schedules thereto; and as to all the Residue of the said Estates comprised in the First Settlement, which comprise the Estates specified in the First, Second, Third, Sixth, and Seventh Schedules to this Act annexed, to the Use of the said *William Dale Farr* and *Alexander Haldane*, their Executors, Administrators, and Assigns, for the Term of One thousand Years from the Day next before the Day of the Date thereof, without Impeachment of Waste, upon the Trusts therein-after declared; and subject thereto to a Use to take effect only during the joint Lives of the said *John Fleming* and *John Brown Willis Fleming*; and subject to the said Sums of Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, Four thousand Pounds, Twenty-six thousand Pounds, and Fourteen thousand Pounds, and the Interest thereof respectively, and to the same Term of One thousand Years, and to a Rentcharge which has since ceased, to the Use of the said *John Fleming* and his Assigns during

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during his Life; with Remainder to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and their Heirs, during the Life of the said *John Fleming*, upon trust to preserve contingent Uses; with Remainder, as to the Hereditaments specified in the Sixth Schedule to this Act annexed, to the Use of the said *Christopheria* then the Wife of the said *John Fleming* (in case she should survive him) and her Assigns during her Life; with Remainder to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle* and their Heirs, during her Life, upon trust to preserve contingent Uses; and as to all the Estates therein-before limited in Use to the said *John Fleming* and his Assigns for his Life, except the Hereditaments specified in the Sixth Schedule to this Act annexed, and except the Hereditaments comprised in the Third Schedule to the now-reciting Indenture, to the Use and Intent that the said *Christopheria Fleming*, in case she should survive the said *John Fleming*, should from and out of the said Hereditaments have, receive, take, and enjoy during her Life One yearly Rentcharge of One thousand five hundred Pounds, by way of Jointure and in bar of Dower and Thirds, to be paid half-yearly, as therein expressed, from and after the Decease of the said *John Fleming*, and with Powers of Distress and Entry and Perception of Rents and Profits for the Recovery thereof; and as to all the Estates thereby charged with that Jointure (subject thereto and to the Powers and Remedies therein contained for the Recovery thereof), immediately after the Decease of the said *John Fleming*, to the Use of the said *William Bigoe Buchanan* and *John Horton*, their Executors, Administrators and Assigns, for the Term of Two thousand Years from the Day of the Death of the said *John Fleming*, without Impeachment of Waste, upon the Trusts therein-after declared; and as to all the Estates comprised in that Term, subject thereto and to the Trusts thereof, and also as to the Hereditaments specified in the Sixth Schedule to this Act annexed, from and immediately after the Decease of the said *Christopheria Fleming*, to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, their Heirs and Assigns, during the Life of the said *John Brown Willis Fleming*, upon the Trusts therein-after declared; with Remainder to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle* and their Heirs during the Life of the said *John Brown Willis Fleming*, upon trust to preserve contingent Uses; with Remainder to the Use of the First and other Sons of the said *John Brown Willis Fleming*, severally and successively in Tail General; with Remainder to the Use of *Thomas James Willis Fleming*, the Second Son of the said *John Fleming*, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and their Heirs, during the Life of the said *Thomas James Willis Fleming*, upon trust to preserve contingent Uses; with Remainder to the Use of the First and other Sons of the said *Thomas James Willis Fleming* severally and successively in Tail general; with Remainder to the Use of *Henry William Willis Fleming*

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(the Third Son of the said *John Fleming*) and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and their Heirs, during the Life of the said *Henry William Willis Fleming*, upon trust to preserve contingent Uses; with Remainder to the Use of the First and other Sons of the said *Henry William Willis Fleming* severally and successively in Tail General; with Remainder to the Use of *Arthur Buchanan Willis Fleming* (the Fourth and then youngest Son of the said *John Fleming*) and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and their Heirs, during the Life of the said *Arthur Buchanan Willis Fleming*, upon trust to preserve contingent Uses; with Remainder to the Use of the First and other Sons of the said *Arthur Buchanan Willis Fleming* severally and successively in Tail General; with Remainder to the Use of the Fifth and other subsequently born Sons of the said *John Fleming*, severally and successively in Tail General; with Remainder to the Use of the First and other Daughters of the said *John Brown Willis Fleming* severally and successively in Tail General; with Remainder to the Use of the First and other Daughters of the said *Thomas James Willis Fleming* severally and successively in Tail General; with Remainder to the Use of the First and other Daughters of the said *Henry William Willis Fleming* severally and successively in Tail General; with Remainder to the Use of the First and other Daughters of the said *Arthur Buchanan Willis Fleming* severally and successively in Tail General; with Remainder to the Use of the First and other Daughters of the said *John Fleming* severally and successively in Tail General; with Remainder to the Use of the right Heirs of the said *John Fleming* for ever; and it was thereby declared, that the said Term of One thousand Years was thereby limited to the said *William Dale Farr* and *Alexander Haldane*, their Executors, Administrators, and Assigns, upon trust, on the Request of the said *John Fleming* during his Life, or of his Executors or Administrators after his Decease, by Mortgage of the Hereditaments comprised therein or any Part thereof, to levy and raise for him or them such Sums of Money as therein expressed, and also to raise and levy and pay to the said *John Fleming*, his Executors, Administrators, or Assigns, such further Sums as he or they should from Time to Time pay for or in respect of Interest on the said Sums of Four thousand Pounds and Twenty-six thousand Pounds so raised and borrowed as aforesaid, or on so much of those Sums as should have been respectively paid for the Purposes therein expressed, in case the whole of those Sums should not be required or expended for that Purpose, together with Interest on all such Sums so paid, as Interest from the Day or respective Days of Payment of the same as aforesaid until the Day of the Decease of the said *John Fleming*, at and after the Rate of Four Pounds *per Centum per Annum*; and also upon trust, at the Request
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and by the Direction of the said *John Brown Willis Fleming*, by Writing under his Hand, specifically to charge any Part of those Hereditaments with any Jointure which might have been charged by him, or agreed to be charged, or which he should charge by virtue of those Presents, and also any Sums of Money which by him might have been charged, or agreed to be charged, or which by virtue of those Presents he should charge for the Portions of his younger Children as aforesaid, and for the Purpose of indemnifying any other of the Hereditaments comprised in that Term therefrom; and it was thereby declared, that the said Hereditaments were so as aforesaid thereby limited to the said *Walter Wyndham Burrell* and *William Lechmere Whitmore*, their Heirs and Assigns, for the Life of the said *John Brown Willis Fleming*, upon trust, by and out of the Rents and Profits of the said Hereditaments, to pay and keep down the Interest of all Monies which should be charged on the said Hereditaments or any Part thereof, and also to keep the said Mansion House and Buildings or any Part of the said Hereditaments in repair, and subject as aforesaid to permit the Rents and Profits thereof to be received by the said *John Brown Willis Fleming*; and it was thereby declared, that the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and the Survivor of them, should during the Life of the said *John Brown Willis Fleming* and other the Tenant and Tenants for Life thereby named be the Protectors and Protector of the Settlement intended to be thereby made; and it was thereby declared, that no Part of the Hereditaments comprised in the Third Schedule thereto should be in any respect liable to any Jointure, Charge, Mortgage, Portion, or Incumbrance, or with any Sum or Sums of Money then already appointed or agreed to be appointed by the said *John Fleming* and *John Brown Willis Fleming*, or otherwise; but, on the contrary, all other the Hereditaments comprised in those Presents should be an Indemnity to the said *John Fleming*, his Heirs, Appointees, and Assigns, so as that the Hereditaments comprised in the Third Schedule should be and the same were thereby wholly indemnified from contributing to the Payment thereof in anywise howsoever; and it was thereby declared, that the Term of Two thousand Years therein-before limited in Use to the said *William Bigoe Buchanan* and *John Horton*, their Executors, Administrators, and Assigns, was thereby limited to them upon trust, in the first place, for better securing, as therein expressed, to the said *Christopharia Fleming* and her Assigns during her Life the due Payment of the said yearly Rentcharge of One thousand five hundred Pounds; and, subject thereto, upon trust, with all convenient Speed after the Decease of the said *John Fleming*, by Mortgage, Sale, or other Disposition of all or any Part of the Hereditaments comprised in that Term, or otherwise, as therein expressed, to levy and raise such Sum or Sums, not exceeding in the whole Forty thousand Pounds, as he by Deed or Instrument in Writing or Will should

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appoint, for the Portions of his younger Children, namely, the said *Thomas James Willis Fleming, Henry William Willis Fleming, Arthur Buchanan Willis Fleming, Honoria Armstrong Christopheria Fleming the younger, Harriet Elizabeth Fleming, and Charlotte Jane Fleming,* and of any future Child or Children of the said *John Fleming* by his then present or any future Wife, the said Sum or Sums so to be raised to be paid to and become vested in such younger Children of the said *John Fleming* as aforesaid, or any such One or more of them in exclusion of the other or others of them, at such Age, Day, or Time, or respective Days, Ages, or Times, and if more than One in such Parts, Shares, and Proportions, Manner, and Form, and subject to such Provisoes, Conditions, Restrictions, and Limitations over, and charged with such Sum and Sums of Money, either annual or in gross, (such Limitations over and Sums of Money to be for the Benefit of some or One of the said younger Children,) as by such Deed or Instrument in Writing or Will should be appointed; and in default of any such Appointment, then the full Sum of Forty thousand Pounds to be raised, paid, and divided between or amongst those Seven younger Children and the future Children of the said *John Fleming*, if any, in equal Shares, the Shares of Sons to be vested Interests in them respectively at Twenty-one, and the Shares of Daughters to be vested Interests in them respectively at Twenty-one or Marriage, and to be paid to them respectively as therein expressed; and it was thereby declared, that it should be lawful for each of the said *John Brown Willis Fleming, Thomas James Willis Fleming, Henry William Willis Fleming, and Arthur Buchanan Willis Fleming,* and also for any future Son of the said *John Fleming* who under or by virtue of the Limitations therein-before contained should be in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of the Estates comprised in the First and Second Schedules thereto, as Tenant for Life thereof in possession, or who should be then entitled thereto as Tenant for Life in remainder upon the Decease of the said *John Fleming*, by any Deed or Instrument in Writing, as therein expressed, or by Will, (but subject and without Prejudice to the Uses and Estates antecedent to the Use or Estate of the Person for the Time being exercising that Power, and the Powers annexed relating or collateral to such antecedent Uses or Estates, and also subject and without Prejudice to the Uses or Estates which should be limited in Exercise of the said Powers,) to limit and appoint unto and to the Use of or in trust for any Woman whom he had then already married or should thereafter marry, for her Life, by way of Jointure, and either before or after Marriage, any annual Sum not exceeding for any One Woman Five hundred Pounds, during the Life of the said *John Fleming*, and not exceeding for any One Woman One thousand five hundred Pounds after his Decease, including the Five hundred Pounds, if previously charged, to be yearly issuing out of all or any Part of those Estates, and to be paid in such Manner as the Person for the Time being exercising

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cising that Power should order and direct, and with usual Powers of Distress and Entry for securing the due Payment thereof; and also (but subject as aforesaid) to appoint the same Estates to any Person or Persons for any Term of Years, with or without Impeachment of Waste, upon trust for better securing the Payment thereof; with a Proviso that nothing therein contained should be construed to authorize the said *John Brown Willis Fleming* to double or increase the said Annuity of Five hundred Pounds or One thousand five hundred Pounds (as the Case might be) in case of any Appointment, Covenant, or Agreement then already made, or covenanted or agreed to be made, or appointed by him, to or for his then present Wife, and that any such Appointment which should have been then already made or covenanted to be made should be taken to be made in pursuance of the Power therein contained; and Powers were thereby given to the said *John Brown Willis Fleming*, and after his Decease to the successive Tenants for Life in possession, to charge the Estates comprised in the First and Second Schedules thereto with Portions for their younger Children; and Power was thereby given to the said *John Fleming* during his Life, and after his Decease to the said *John Brown Willis Fleming* during his Life, and after the Decease of the Survivor of them to the Persons therein expressed, to lease all or any Part or Parts of the Estates comprised in the First and Second Schedules thereto, for any Term not exceeding Twenty-one Years in possession, without Fine or Foregift; and Power was thereby given to the said *John Fleming* during his Life, and after his Decease to the said *John Brown Willis Fleming* during his Life, and after the Decease of the Survivor of them to the Person who for the Time being should be in the actual Possession or entitled to the Rents and Profits of the Estates comprised in the First and Second Schedules thereto, if such Person should be of the Age of Twenty-one Years, or if under that Age then to the said *William Bigoe Buchanan* and *John Horton*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, during his or her Minority, to grant Building, Repairing, and Improving Leases for Ninety-nine Years of all or any Part or Parts of the Estates comprised in the First and Second Schedules thereto; and it was thereby provided, declared, and agreed, that, notwithstanding any of the Uses, Trusts, or Limitations therein-before contained, it should be lawful for the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and the Survivor of them, and the Executors or Administrators of such Survivor, and they and he were or was thereby fully authorized and empowered, at the Request and by the Direction of the said *John Fleming* and *John Brown Willis Fleming* during their joint Lives, and after the Decease of either of them at the Request and by the Direction of the Survivor of them during his Life, and after the Decease of such Survivor then at the Request and by the Direction of the Person who for the Time being should under or by virtue of the Limitations

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Fleming's Estate Act, 1852.

therein-before contained be in the actual Possession or entitled to the Rents, Issues, and Profits of the Estates comprised in the First and Second Schedules thereto, as Tenant for Life, if such Person should be of full Age, but if such Person should be under Age, then during the Minority of any or every such Person, to dispose of and convey by way of absolute Sale, or by way of Exchange only, as therein expressed, any Part or Parts of those Estates, and the Hereditaments which might be subject to the Uses and Trusts of the now-reciting Indenture, with the Appurtenances, and the Inheritance thereof in Fee Simple, and upon any such Exchange to give or receive and take any Sum or Sums of Money by way of Equality of Exchange; and it was thereby declared and agreed, that the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should with all convenient Speed after the Receipt of such Monies so to be received on such Sale or Sales, or for Equality of Exchange, as aforesaid, or any Part thereof, at such Request and by such Direction, and so testified as aforesaid, lay out and invest the same in the Purchase of other Manors, Messuages, Lands, Tenements, or Hereditaments, as therein expressed; and moreover, that the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should settle and assure, or cause to be settled and assured, as well the Manors, Messuages, Lands, Tenements, or Hereditaments to be purchased as aforesaid, as the Manors, Messuages, Lands, and Hereditaments to be vested in the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, or the Survivor of them, his Heirs, Executors, Administrators, or Assigns, in exchange, as therein-before was mentioned, to such and the same Uses, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Declarations, and Agreements as by virtue of or under the now-reciting Indenture, or in consequence of the Exercise of any of the Powers therein-before contained (other than the aforesaid Power of leasing), should be subsisting and capable of taking effect of and in the Hereditaments and Premises which should be so given in exchange as aforesaid, or as near thereto as the Deaths of Persons and other intervening Accidents, and the Nature of such Copyhold or Leasehold Lands, Tenements, or Hereditaments (if any) would admit of, but so nevertheless as that no such Leasehold Lands or Tenements might be made to vest absolutely and ultimately in any Person to whom an Estate Tail was thereby limited who should die under the Age of Twenty-one Years without leaving Issue inheritable to such Estate Tail: And whereas by Deed Poll dated the Eighteenth Day of *February* One thousand eight hundred and forty-eight, under the Hand and Seal of the said *Walter Wyndham Burrell*, he disclaimed the Estates, Trusts, and Powers by the Second Settlement given to

him,

Deed Poll,
dated 18th
Feb. 1848.

Fleming's Estate Act, 1852.

him, and all Trusteeship thereof: And whereas by Deed Poll dated the Thirteenth Day of *January* One thousand eight hundred and fifty-two, under the Hand and Seal of the said *William Dale Farr*, he disclaimed the Estates, Trusts, and Powers by the Second Settlement given to him, and all Trusteeship thereof: And whereas the said *John Fleming*, by his last Will and Testament in Writing, dated the Twenty-fifth Day of *November* One thousand eight hundred and forty-two, appointed that the said *William Bigoe Buchanan* and *John Horton*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, at the Time and in the Manner mentioned in the Second Settlement, levy and raise the full Sum of Forty thousand Pounds for the Portions of such of his younger Children as were therein-after directed to participate therein, and appointed that each of his Five younger Children, the said *Henry William Willis Fleming*, *Arthur Buchanan Willis Fleming*, *Christopharia Catherine Fleming*, *Harriet Elizabeth Vansittart* (then and therein called *Harriet Elizabeth Fleming*), and *Charlotte Jane Hambrough* (then and therein called *Charlotte Jane Fleming*), should have Eight thousand Pounds out of and as his and her respective Share thereof, to be paid to and vested in the same Sons respectively at Twenty-one, and the same Daughters respectively at Twenty-one or Marriage, and with such Interest as therein expressed; and the said Testator thereby directed his said Son *Thomas James Willis Fleming* to pay his Share of the said Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence to the Trustees of that Will (to wit, the said *William Bigoe Buchanan*, *Walter Wyndham Burrell*, and the said Testator's said Wife *Christopharia*), and gave One Sixth Part of that Share to the said *Honoraria Armstrong*, it being his Wish and Intention that the said *Thomas James Willis Fleming* should not take any Share in the Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, but that his other younger Children should divide the same; and he devised and bequeathed to those Trustees his residuary Real Estate, including his ultimate Reversion in Fee in the Estates comprised in the Second Settlement, and his residuary Personal Estate, upon trust for Sale, and directed those Trustees to apply the Proceeds thereof, and the Sum to be so paid by the said *Thomas James Willis Fleming*, in the first place, in Payment of the said Testator's Debts and Funeral and Testamentary Expenses and Legacies, and subject thereto for his said Wife *Christopharia*; and the said Testator thereby appointed his said Wife *Christopharia* Guardian of their Children during their respective Minorities, and appointed those Trustees Executors of his said Will: And whereas the said Will of the said *John Fleming*, not having been revoked or altered, was after his Death proved by the said *William Bigoe Buchanan* and *Christopharia Fleming* in the Prerogative Court of *Canterbury*: And whereas the said *Walter Wyndham Burrell* disclaimed the Trusteeship and Executorship of the said Will of the said *John Fleming*:

And

Poll Deed,
dated 13th
Jan. 1852.Will of John
Fleming,
dated 25th
Nov. 1842.

Fleming's Estate Act, 1852.

And whereas the residuary Real and Personal Estates of the said *John Fleming*, and the Sum to be so paid by the said *Thomas James Willis Fleming*, proved insufficient for the Payment of the said Testator's Debts and Funeral and Testamentary Expenses, so that his Legatees are not interested in the ultimate Reversion in Fee of the Estates comprised in the Second Settlement or any Part thereof: And whereas the greater Part of the Two Sums of Four thousand Pounds and Twenty-six thousand Pounds respectively borrowed as aforesaid was applied for the Purposes in that Behalf expressed in the Second Settlement: And whereas the said *John Fleming* during his Life paid or procured on his Responsibility to be paid divers Sums in respect of the Interest on those Two Sums respectively, and there is now due to those Executors in respect of such Payments, and of Interest during the Life of the said *John Fleming* on the Sums so paid by him, One thousand four hundred Pounds, and that Sum is now raisable under the Trusts of the Term of One thousand Years limited by the Second Settlement: And whereas by Indenture dated the Seventeenth Day of *September* One thousand eight hundred and forty-five, between the said *Albert John Hambrough* of the First Part, the said *Charlotte Jane Hambrough* (then and therein called *Charlotte Jane Fleming*) of the Second Part, and the Reverend *Henry Townsend*, *Thomas Skipwith*, and the said *Thomas James Willis Fleming* and *William Bigoe Buchanan* of the Third Part, being the Marriage Settlement of the said *Albert John Hambrough* and *Charlotte Jane* his Wife, she assigned her said Sum of Eight thousand Pounds, and all other the Monies to which she was entitled under the Will of the said *John Fleming*, unto the said *Henry Townsend*, *Thomas Skipwith*, *Thomas James Willis Fleming* and *William Bigoe Buchanan*, upon the Trusts thereby declared thereof, in favour of the said *Albert John Hambrough* and *Charlotte Jane* his Wife, and the Issue of their Marriage; and it was thereby declared, that the Receipts in Writing of the Trustees or Trustee for the Time being thereof for any Monies payable thereunder should be sufficient Discharges for the same: And whereas by Indenture dated the Third Day of *November* One thousand eight hundred and forty-five, between the said *Robert Vansittart* of the First Part, the said *Harriet Elizabeth Vansittart* (then and therein called *Harriet Elizabeth Fleming*) of the Second Part, and the Right Honourable *George Lord Vaux* of *Harrowden*, the Reverend *Charles Vansittart*, the said *Thomas James Willis Fleming*, and *William Bigoe Buchanan* of the Third Part, being the Marriage Settlement of the said *Robert Vansittart* and *Harriet Elizabeth* his Wife, she assigned her said Sum of Eight thousand Pounds, and all other the Monies to which she was entitled under the Will of the said *John Fleming*, unto the said *Lord Vaux* of *Harrowden*, *Charles Vansittart*, *Thomas James Willis Fleming*, and *William Bigoe Buchanan*, upon the Trusts thereby declared thereof in favour of the said

Robert

Indenture,
dated 17th
Sept. 1845.

Indenture,
dated 3d
Nov. 1845

Fleming's Estate Act, 1852.

Robert Vansittart and *Harriet Elizabeth* his Wife, and the Issue of their Marriage; and it was thereby declared, that the Receipts in Writing of the Trustees or Trustee for the Time being thereof for any Money payable thereunder should be sufficient Discharges for the same: And whereas by Indenture dated the Third Day of *August* One thousand eight hundred and forty-six, between the said *Christopheria Lady Downes* (then and therein called *Christopheria Fleming*) of the First Part, the Right Honourable *Ulysses Lord Downes* of the Second Part, and the said *Thomas James Willis Fleming* and *Robert Vansittart* of the Third Part, being the Settlement on the Marriage of the said Lord and Lady *Downes*, her said yearly Rent-charge of One thousand five hundred Pounds limited to her by the Second Settlement, and her Life Estate under the Second Settlement in the Hereditaments specified in the Sixth Schedule to this Act annexed, and her Life Interest under the Settlement on her Marriage with the said *John Fleming* in the said Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, were conveyed unto the said *Thomas James Willis Fleming* and *Robert Vansittart*, their Executors, Administrators, and Assigns, upon trust, after the Solemnization of the then intended Marriage, and during the joint Lives of the said Lord *Downes* and *Christopheria Fleming*, for her separate Use without Anticipation, and after his Decease upon trust for her absolutely, and her Interest whatsoever under the residuary Devise and Bequest in the recited Will of the said *John Fleming* was agreed to be conveyed to the said *Thomas James Willis Fleming* and *Robert Vansittart*, their Heirs, Executors, Administrators, and Assigns, upon such Trusts as she should by Deed appoint, and in default of such Appointment upon trust for Sale, as therein expressed, and as to the net Produce of such Sale (subject to a Trust for the Investment thereof) upon trust during the joint Lives of the said Lord *Downes* and *Christopheria Fleming* for her separate Use, and after the Decease of either of them, if he should die in her Lifetime, upon trust for her Heirs, Executors, Administrators, and Assigns, but if she should die in his Lifetime, upon such Trusts as she should by Will appoint, and in default of such Appointment upon trust for her next of Kin, as if she had died intestate and unmarried: And whereas by Indenture dated the Seventeenth Day of *October* One thousand eight hundred and fifty-one, between the said *Christopheria Lady Downes* of the First Part, *James Ferrier Armstrong* of the Second Part, the said *Thomas James Willis Fleming* and *Robert Vansittart* of the Third Part, the said *Robert Vansittart* and *James Ferrier Armstrong* of the Fourth Part, and *Alexander Frederick Patterson* of the Fifth Part, and a Deed Poll thereon endorsed dated the Eighteenth Day of *October* One thousand eight hundred and fifty-one, under the Hand and Seal of the said *Alexander Frederick Patterson*, the said *James Ferrier Armstrong* was appointed a Trustee of the said Marriage Settlement of the said Lord and Lady *Downes* in the Place

Indenture,
dated 3d
Aug. 1846.

Indenture,
dated 17th
Oct. 1851.

[Private.]

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of

Fleming's Estate Act, 1852.

Bill filed in
Chancery,
dated 21st
April 1846.

Agreement,
dated 22d
Nov. 1849.

Master's Re-
port, dated
30th Jan.
1850.

Terms of
Compro-
mise.

of the said *Thomas James Willis Fleming*, and the Trust Estate subject to that Settlement was transferred to the said *Robert Vansittart* and *James Ferrier Armstrong*, as the Trustees thereof: And whereas on the Twenty-first Day of *April* One thousand eight hundred and forty-six a Bill was filed in the High Court of Chancery by the said *John Brown Willis Fleming* against the said *Thomas James Willis Fleming* and other Persons then interested beneficially and as Trustees under the Second Settlement, praying for Alteration thereof, and by a supplemental Bill filed in that Cause on the Eleventh Day of *November* One thousand eight hundred and forty-seven the said *Euphemia Katharine Willis Fleming* was made a Defendant, and all the Defendants appeared to that Suit: And whereas, with a view to a Compromise of that Suit, by Articles of Agreement dated the Twenty-second Day of *November* One thousand eight hundred and forty-nine, between the said *John Brown Willis Fleming* of the First Part, the said Lady *Elizabeth Katherine* his Wife of the Second Part, *Andrew Van Sandau* of the Third Part, and the Right Honourable *Charles Philip* Earl of *Hardwicke* and the said *Andrew Van Sandau* of the Fourth Part, the said *John Brown Willis Fleming* covenanted to charge his Estates and Interests under the Second Settlement with an Annuity for his said Wife during their joint Lives: And whereas by a Report made in those Causes on the Thirtieth Day of *January* One thousand eight hundred and fifty, in pursuance of an Order of Reference made therein on the Second Day of *June* One thousand eight hundred and forty-eight, the Master to whom those Causes stood referred reported in favour of a Compromise of that Suit on the Terms therein expressed: And whereas One of the Terms of that Compromise was that the Second Settlement should be in all respects established and confirmed, except that in lieu of the Limitation therein contained of the Estates thereby settled to the Use of the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, their Heirs and Assigns, during the Life of the said *John Brown Willis Fleming*, and in lieu of a Power of felling Timber therein given, there should be substituted a Limitation of those Estates to the Use of Trustees for Ninety-nine Years, if the said *John Brown Willis Fleming* should so long live, upon the Trusts therein-after mentioned; and subject thereto and to the Trusts thereof to the Use of the said *John Brown Willis Fleming* and his Assigns during his Life, without the Power of cutting Timber, except for Repairs, but in all other respects without Impeachment of Waste, and that the Trusts of the proposed Term should be out of the Rents and Profits of those Estates (in case the said *John Brown Willis Fleming* should neglect so to do) to keep up the Insurances on his Life as therein-after mentioned, and also during his Life to apply not exceeding One thousand two hundred Pounds a Year for the Benefit of his Wife, Child or Children, if any; and subject thereto to pay the Rents and Profits to or allow the same to be received by him

Fleming's Estate Act, 1852.

him or his Assigns, for his or their own Use, and during his Life, at his Request, to fell Timber on those Estates not exceeding in Value Four thousand Pounds a Year, the Proceeds thereof, after paying thereout certain Costs, to be upon trust for the said *John Brown Willis Fleming*, his Executors, Administrators, and Assigns: And whereas another of the Terms of that Compromise was, that the said *John Brown Willis Fleming* should insure his Life for Thirty thousand Pounds, and covenant to keep the Insurances on foot in the Names of the Trustees of the proposed Term, and the Monies to be received thereunder to be applied as follows; if he should leave surviving him a Son or Issue of a Son, then Thirty thousand Pounds, or if not, then Twenty thousand Pounds, in or towards Exoneration of those Estates from the recited Mortgages for Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, Four thousand Pounds, Twenty-six thousand Pounds, and Fourteen thousand Pounds, or in the Purchase of Real Estates to be settled to the Uses of those Estates, and in either Case as to the Residue, if any, of those Monies, upon trust for the said *John Brown Willis Fleming*, his Executors, Administrators, or Assigns: And whereas another of the Terms of that Compromise was, that it should come into operation, and the Rights and Interests of all Parties to that Suit should be bound and fixed thereby in Equity, immediately on the said *John Brown Willis Fleming* effecting such Insurances on his Life in the Names of such Trustees, and that thereupon the said *John Henry Hearn* and *Joseph Alfred Hardcastle* should make such Conveyance as herein-after recited: And whereas by an Order of the Court of Chancery, made in those Causes on the Twentieth Day of *February* One thousand eight hundred and fifty, that Report was confirmed, and it was referred back to the Master to appoint Trustees of the proposed Term: And whereas by a Report made in those Causes on the Sixth Day of *August* One thousand eight hundred and fifty, in pursuance of the last-recited Order, the Master reported that the said *John Brown Willis Fleming* had effected Insurances on his Life in the Names of the Honourable *Robert Arthur Arundell* and the said *Albert John Hambrough* to the Amount of Thirty thousand Pounds, and that the Master had appointed them Trustees of the proposed Term: And whereas by Indenture dated the Nineteenth Day of *August* One thousand eight hundred and fifty, between the said *John Henry Hearn* and *Joseph Alfred Hardcastle* of the First Part, the said *John Brown Willis Fleming* of the Second Part, the said *Robert Arthur Arundell* and *Albert John Hambrough* of the Third Part, and the said *William Bigoe Buchanan* and *Lord Downes* and *Christopheria* his Wife of the Fourth Part, in pursuance of the recited Orders of Court the Trusts of those Insurances and the Monies to be received thereunder were duly declared, and the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, to the Extent of the Estate and Interest vested in them during

Order of
Court, dated
20th Feb.
1850.

Master's Re-
port, dated
6th Aug.
1850.

Indenture,
dated 19th
Aug. 1850.

Fleming's Estate Act, 1852.

Indenture,
dated 16th
March 1851.

during the Life of the said *John Brown Willis Fleming* under the Second Settlement, bargained, sold, and conveyed, and the said *John Brown Willis Fleming* granted, bargained, sold, conveyed, ratified, and confirmed the Estates settled by the Second Settlement unto the said *Robert Arthur Arundell* and *Albert John Hambrough*, their Heirs and Assigns, during the Life of the said *John Brown Willis Fleming*, to the Use of the said *Robert Arthur Arundell* and *Albert John Hambrough*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if he should so long live, without Impeachment of Waste, upon the Trusts therein-after declared, and subject thereto and to the Trusts thereof, to the Use of the said *John Brown Willis Fleming* and his Assigns, during his Life, without the Power of cutting Timber or Timber-like Trees, except for Repairs, but in all other respects without Impeachment of Waste, and the Trusts of that Term were duly declared: And whereas by Indenture dated the Sixteenth Day of *March* One thousand eight hundred and fifty-one, between the said *John Brown Willis Fleming* of the First Part, the said Lady *Elizabeth Katherine* his Wife of the Second Part, and the said *Charles Philip* Earl of *Hardwicke* and *Andrew Van Sandau* of the Third Part, in pursuance of the recited Articles of Agreement of the Twenty-second Day of *November* One thousand eight hundred and forty-nine, the said *John Brown Willis Fleming* charged his Estates and Interests in the Hereditaments comprised in the Second Settlement with the Payment to his said Wife during their joint Lives of a yearly Sum for her separate Use, without Anticipation, and demised the same Estates and Interests to the said Earl and *Andrew Van Sandau* for Ninety-nine Years, determinable with his own Life, upon Trusts for better securing the Payment thereof: And whereas by Indenture dated the Sixteenth Day of *March* One thousand eight hundred and fifty-two, between the said *Thomas James Willis Fleming* of the First Part, the said *John Brown Willis Fleming* of the Second Part, and the said *John Henry Hearn* and *Joseph Alfred Hardcastle* of the Third Part, the Hereditaments specified in the Fifth Schedule to this Act annexed were limited to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Conditions, and Agreements, as were in and by the Second Settlement and the recited Indenture of the Nineteenth Day of *August* One thousand eight hundred and fifty limited, expressed, declared, and contained of and concerning the several Estates in the County of *Hants* described in the Second Settlement, but not so as to increase or multiply Charges: And whereas divers Lands forming Parts of the Estates specified in the First, Third, Fourth, and Fifth Schedules to this Act annexed are available for Building Purposes, and there is a reasonable Prospect that other Lands, Parts of those Estates, may become available for like Purposes, but the Power created by the Second Settlement for granting Building Leases is not sufficient for enabling such Lands to be well laid out for Building Purposes, and to be disposed of in the most advantageous

Indenture,
dated 16th
March 1852.

Fleming's Estate Act, 1852.

advantageous Manner: And whereas Leases of divers Lands now available for Building Purposes, and adjoining or near adjoining to Parts of the Estates comprised in the Second Settlement, can be obtained for long Terms of Years, and with the Option for the Lessees of purchasing the Reversion in Fee and for renewable Terms, and in other respects on Conditions so much more beneficial to the Lessees than those which they could obtain under the Power of granting Building Leases created by the Second Settlement, that such of the Lands, Parts of the Estates comprised in that Settlement, as are available for Building Purposes, cannot be offered in fair Competition with such other Lands: And whereas the granting of Leases of Building Lands for Terms of Years much longer than Ninety-nine Years is becoming general in those Parts of the County of *Southampton* in which such Parts of the Estates comprised in the Second Settlement as are available for Building Purposes are situate: And whereas the Lands specified in the First Schedule to this Act annexed, and the Lands forming the Southern Part of the *Stoneham* Estate, specified in the Third Schedule to this Act annexed, are in the Neighbourhood of the Town of *Southampton*, and the other Lands specified in that Third Schedule, and the Lands specified in the Fourth and Fifth Schedules to this Act annexed, are in the Neighbourhood of the Town of *Ryde*: And whereas the Population of each of the Towns of *Southampton* and *Ryde* has of late Years greatly increased and is still increasing, and many Dwelling Houses have been built and are building in the Neighbourhood of each of those Towns, and there is a great and increasing Demand for Building Leases for long Terms of Years of Lands in the Neighbourhood of each of those Towns; but it is in most Cases impracticable to dispose in the most advantageous Manner of Building Lands in the Neighbourhood of either of those Towns on Building Leases, for Terms not exceeding Ninety-nine Years: And whereas by reason of the Restrictions of the Power of granting Building Leases created by the Second Settlement such Parts of the Estates comprised in that Settlement as lie in the Neighbourhood of *Southampton* and *Ryde* respectively cannot be offered on such Terms of fair Competition with other Lands in the Neighbourhood thereof respectively as to obtain the best yearly Rent or other Consideration for the granting of Building Leases thereof, and those Restrictions are therefore detrimental to the said *John Brown Willis Fleming* and the several Persons entitled or to become entitled after his Decease to those Estates: And whereas it would be for the Benefit of the said *John Brown Willis Fleming* and such other Persons that Powers should be granted for enabling the Lands specified in the First, Third, Fourth, and Fifth Schedules to this Act annexed to be leased for Building Purposes on Terms as advantageous to the Lessees as those which can be granted to Lessees of other Building Lands in the Neighbourhood of *Southampton* and *Ryde* respectively: And whereas,

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Fleming's Estate Act, 1852.

in order to the advantageous Disposal of such settled Lands for Building Purposes, it would be requisite that Parts thereof should be drained, fenced, and planted, and that Roads, Sewers, and other Improvements should be made in and upon them; but the Second Settlement does not contain any Power for enabling such Improvements to be effected, or for raising and applying any Money for those Purposes: And whereas the Power of Sale and Exchange created by the Second Settlement comprises the Mansion and Park of *North Stoneham*, and the other Hereditaments specified in the Sixth and Seventh Schedules to this Act annexed: And whereas the Second Settlement does not contain any Power under which the several recited Incumbrances thereon could be conveniently dealt with, so as to reduce the aggregate yearly Amount of the Interest payable in respect thereof: And whereas it would be for the Benefit of the said *John Brown Willis Fleming*, and of the several Persons entitled or to become entitled in remainder expectant on his Decease to the Estates specified in the several Schedules to this Act annexed, that Powers should be granted for enabling such Parts of those Estates as are specified in the First, Third, Fourth, and Fifth Schedules to this Act annexed to be well laid out for Building Purposes, and for such Purposes to be drained, fenced, and planted, and to be otherwise improved, by the making in and upon the same of Roads, Sewers, and other Improvements, and for enabling Money to be raised on those Estates or Parts thereof, for the Purposes of such Improvements, and to be applied accordingly, and so to increase the Value of those Estates: And whereas it would be for the Benefit of the several Persons so entitled or to become entitled, and the said *John Brown Willis Fleming* is willing, that the Power of Sale and Exchange created by the Second Settlement should, so far as regards the Mansion and Park of *North Stoneham*, and the other Hereditaments specified in the Sixth and Seventh Schedules to this Act annexed, be extinguished, and should, so far as regards the other Estates subject to that Power, be amended: And whereas it would be for the Benefit of the said *John Brown Willis Fleming* and of the several Persons so entitled or to become entitled that Powers should be granted for authorizing the raising at Interest of a Sum of Money by Mortgage of the Estates or Parts thereof, and to be applied in discharge of the recited Mortgage Debts of Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, Five hundred Pounds, Three thousand Pounds, One thousand Pounds, Four thousand Pounds, Twenty-six thousand Pounds, and Fourteen thousand Pounds respectively, and the recited Incumbrance of One thousand four hundred Pounds, and the recited Charge of Forty thousand Pounds for Portions, and in carrying this Act into execution: And whereas the said *John Brown Willis Fleming* being lately desirous of disposing for Building Purposes, under the recited Power in that Behalf created by the Second Settlement

Fleming's Estate Act, 1852.

ment of Parts of the Hereditaments specified in the Third Schedule to this Act annexed situate at or near *Basset* in the Parish of *North Stoneham*, and comprising the Lands called respectively *Basset Wood* and *Basset Heath*, and some adjoining Lands, and *John Bullar* and *William Bullar* being respectively willing to take Building Leases of Parts of those Lands, and to build thereon, and otherwise improve the same, but not being satisfied to take such Leases thereof as could be granted under that Power, it was arranged between him and them that he should apply to Parliament for more effectual Powers of disposing of those Lands for Building Purposes, and of granting Building or Improving Leases thereof; and Agreements for the granting to the said *John Bullar* and *William Bullar* have been entered into: And whereas at the Decease of the said *John Fleming* the Mansion House of *North Stoneham*, and divers Messuages and Farm Buildings upon the Estates comprised in the Second Settlement, were dilapidated, and required large and expensive Repairs, and certain of the Farm Buildings on those Estates were also insufficient for their Occupiers, and the Repair and Improvement of those Farm Buildings, and the Drainage and Improvement of Parts of those Estates, were required, for the proper Farming and Management thereof by the Tenants or Occupiers thereof, and for realizing the just yearly Value to the Persons successively entitled under the Limitations of the Second Settlement to receive the Rents and Profits thereof; and the said *John Brown Willis Fleming* hath, since the Decease of the said *John Fleming*, expended on such Repairs and Improvements divers Sums greatly exceeding Three thousand Pounds: And whereas the Amount so expended by the said *John Brown Willis Fleming* was to an Extent exceeding Three thousand Pounds expended on durable Improvements; and he is desirous that Three thousand Pounds, Part of such Expenditure, should be repaid to him: And whereas it is expedient that such Provision as by this Act made should be made for the Repayment by means of a Sinking Fund of any Money borrowed under the Power in that Behalf by this Act created, and applied in making such Repayment to the said *John Brown Willis Fleming*: And whereas such several Purposes cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *John Brown Willis Fleming*, the said *Thomas James Willis Fleming* on behalf of himself and his infant Daughter the said *Euphemia Katharine Willis Fleming*, the said *Henry William Willis Fleming*, the said *Christopheria Lady Downes* on behalf of her infant Son the said *Arthur Buchanan Willis Fleming*, and the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, 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

Fleming's Estate Act, 1852.

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Fleming's Estate Act, 1852.*"

Interpretation of Terms.

II. That in this Act the following Words and Expressions have the following Meanings; to wit,

First, the Word "Lands" includes all Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, and of whatsoever Tenure, and Parts, Shares, Estates, Terms, and Interests whatsoever of and in all Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, and of whatsoever Tenure:

Second, the Expression "the Trustees" means the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and the Survivor of them, and other the Persons and Person who under the Second Settlement are and is from Time to Time the Trustees and Trustee thereof for any of the Purposes for which the said *John Henry Hearn* and *Joseph Alfred Hardcastle* were thereby appointed Trustees thereof:

Third, the Expression "the Building Lands" includes the Lands specified in the First, Third, Fourth, and Fifth Schedules to this Act annexed, and for the Time being subject to any of the Limitations of the Second Settlement, but does not include any of the Lands specified in the Second, Sixth, and Seventh Schedules to this Act annexed:

Fourth, the Expression "the Tenant for Life" means the said *John Brown Willis Fleming* during his Life, and after his Decease such One of the said *Thomas James Willis Fleming*, *Henry William Willis Fleming*, and *Arthur Buchanan Willis Fleming* as for the Time being is under the Limitations of the Second Settlement Tenant for Life in possession:

Fifth, the Expression "the existing Mortgage Debts" means the several Principal Sums of Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, Five hundred Pounds, Three thousand Pounds, One thousand Pounds, Four thousand Pounds, Twenty-six thousand Pounds, Fourteen thousand Pounds, One thousand four hundred Pounds, and Forty thousand Pounds, respectively specified in the Eighth Schedule to this Act annexed, and respectively charged as herein-before recited on the Lands specified in the several Schedules to this Act annexed, or Parts thereof:

Sixth, the Expression "Building Purposes" includes the several Purposes of building, rebuilding, repairing, and otherwise improving for which Leases are by this Act authorized to be made:

Seventh, the Expression "the Reversioner" means the Person for the Time being entitled to the Rent reserved, or to the Reversion

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Reversion immediately expectant on the Term granted by any Lease for Building Purposes.

III. That so far as regards the Lands specified in the First, Third, Fourth, Fifth, Sixth, and Seventh Schedules to this Act annexed, the recited Powers of leasing, and, so far as regards the Lands specified in the Sixth and Seventh Schedules to this Act annexed, the recited Powers of selling and exchanging, respectively created by the Second Settlement, are by this Act and from the passing thereof absolutely extinguished, both at Law and in Equity.

Power of leasing, selling, and exchanging in Second Settlement extinguished;

IV. Provided always, That this Act, or anything therein contained, shall not in any way avoid or prejudicially affect any Lease, Sale, Exchange, Agreement, or other Thing whatsoever made or done under or with respect to those Powers or any of them, but every such Lease, Sale, Exchange, Agreement, and Thing shall be as valid and effectual, to all Intents and Purposes, as if this Act had not passed, and may be enforced and the Benefit thereof may be had and enjoyed accordingly.

but without Prejudice to Leases, &c. already made.

V. Provided always, That any Lease, Sale, or Exchange, or any Agreement for a Lease, Sale, or Exchange, under those Powers, respectively made before the passing of this Act, may be confirmed or carried into effect by a Lease, Sale, or Exchange made under those Powers, and as if this Act had not passed.

Agreements, &c. made before passing of this Act, may be confirmed.

VI. That such of the several Powers of this Act as are to be exercisable either by the Tenant for Life or by the Trustees, shall, when any Person is the Tenant for Life, and is not under any Incapacity, be exercisable only by the Tenant for Life, and shall at all other Times be exercisable only by the Trustees: Provided always, that the several Powers to be exercised under this Act by the Trustees shall, while any Person is the Tenant for Life and of full Age, be respectively exercised by the Trustees, at the Request and by the Direction of the Tenant for Life.

Exercise of Powers of Act by Tenant for Life, or by Trustees.

VII. That the Consent of the Trustees shall be requisite for the granting by the said *John Brown Willis Fleming* and *Thomas James Willis Fleming* respectively, of any Lease for Building Purposes for any Term exceeding Ninety-nine Years; and the Consent of the said *William Bigoe Buchanan* and *John Horton*, and the Survivor of them, and other the Persons and Person who is and are from Time to Time the Trustees and Trustee under the Second Settlement of the Term of Two thousand Years thereby created, shall be requisite for the granting by the said *Henry William Willis Fleming* and *Arthur Buchanan Willis Fleming* respectively, of any Lease for Building Purposes

Consent to Leases for Building Purposes for more than 99 Years.

[*Private.*]

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Purposes for any Term exceeding Ninety-nine Years; and that Term of Two thousand Years shall not cease until the Trusts thereof shall be fully executed, and until it become, after the Decease of the Survivor of the said *Henry William Willis Fleming* and *Arthur Buchanan Willis Fleming*, needless to be kept on foot.

Consent to Exercise of Powers of Act by Trustees.

VIII. That the Consent of the Tenant for Life, or, in case of the Person who for the Time being is the Tenant for Life being a Minor or under any other Incapacity, then the Consent of the Guardian or Committee, if any, of such Minor, or, failing such Guardian or Committee, then the Consent of the Person who, if the Person who is then the Tenant for Life were dead, would then be the Tenant for Life, or, failing him, then the Consent of the Guardian or Committee of the Person who then is, under the Limitations of the Second Settlement, entitled as Tenant in Tail by Purchase in possession, such Tenant in Tail then being a Minor or under any other Incapacity, shall be requisite for the Exercise for the Time being by the Trustees of any of the Powers to be exercised under this Act by the Trustees.

Estates vested in J. H. Hearn and J. A. Hardcastle for a Term of 1,200 Years, for Purposes declared by Act.

IX. That the Building Lands, and the Lands specified in the Second and Seventh Schedules to this Act annexed, are by this Act vested in the said *John Henry Hearn* and *Joseph Alfred Hardcastle* for a Term of One thousand two hundred Years from the Tenth Day of *February* One thousand eight hundred and thirty-seven, for the Purposes by this Act declared with respect to that Term.

Power to raise 110,000*l.* at Interest on Mortgage for that Term.

X. That the Trustees may, as soon after the passing of this Act as they think advantageous, for the Purposes only by this Act in that Behalf provided, borrow at Interest on the Security of the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Part thereof, any Sum not exceeding One hundred and ten thousand Pounds, and may secure the Repayment thereof, with Interest, by an Assignment for that Term of One thousand two hundred Years of the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Part thereof, by way of Mortgage thereof, with or without Power of Sale, and such other Powers and Provisions as the Trustees think reasonable.

Power to raise Money by several Mortgages instead of by One.

XI. That if the Trustees think fit they may, instead of so borrowing that Sum at One Time on One Mortgage of the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Part thereof, borrow the same at several Times on several Mortgages of Parts of the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Part thereof; and the several Provisions of this Act with respect to the Term of One thousand two hundred Years shall accordingly be construed

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construed and have effect with respect either to One Mortgage of the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Part thereof, or, as the Case may be, to several Mortgages of Parts thereof: Provided always, that the aggregate Sum raised by such several Mortgages shall not exceed One hundred and ten thousand Pounds.

XII. That the several Persons successively entitled under the Limitations of the Second Settlement, and the recited Indentures of the Fourth Day of *May* One thousand eight hundred and forty-one, the Nineteenth Day of *August* One thousand eight hundred and fifty, and the Sixteenth Day of *March* One thousand eight hundred and fifty-two respectively, shall be chargeable with the Interest payable during the Continuance of their respective Estates or Interests under those Limitations on the Principal Money secured by the Term of One thousand two hundred Years, and such Interest shall be recoverable at Law against them respectively, or their respective Representatives accordingly, by any Person in remainder who pays any Arrear thereof, or by his legal Personal Representative: Provided always, that a greater Arrear than for One Year shall not be recoverable against any Person who becomes entitled in remainder for such Interest accrued during the Estate or Interest of any Person entitled to any preceding Estate or Interest under those Limitations.

Recovery of Interest on Sum so borrowed.

XIII. Provided always, That as regards such Parts of that Sum of One hundred and ten thousand Pounds as it may from Time to Time be requisite to borrow for the Purpose of paying off the several existing Mortgage Debts respectively specified in the Eighth Schedule to this Act annexed, or any of them, the Trustees shall not borrow the same, except for the Purpose of paying off those existing Mortgage Debts respectively, and the Amount from Time to Time so borrowed shall, on or immediately after the borrowing thereof, be applied by the Trustees in paying off accordingly the Principal of those existing Mortgage Debts respectively.

Amount wanted for paying off Mortgage Debts not to be raised till necessary, and then to be applied accordingly.

XIV. That the paying off of the existing Mortgage Debts, and the Interest and Costs, if any, due in respect thereof, shall be evidenced by a Receipt in Writing duly signed.

Evidence of Payment.

XV. Provided always, That the Trustees are not empowered by this Act to pay off the said Mortgage Debt of Fourteen thousand Pounds owing to the said *Andrew Saunders, John Constable, Valentine Morris, and William Lambert*, or any Part thereof, earlier than the Time in that Behalf expressed in the secondly-recited Indenture of the Twenty-eighth Day of *April* One thousand eight hundred and forty-nine, or any other Principal Sum forming Part of the existing Mortgage

Trustees not to pay off Mortgage Debt sooner than expressed in Indenture of 28th April 1849.

gage

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gage Debts at any Time earlier than the Time at which if this Act had not passed the Person liable to pay it off might have insisted on paying it off.

Transfers of new Mortgages.

XVI. That the Trustees may from Time to Time, if and when need shall be, concur in making such Transfers of any Mortgage for the Term of One thousand two hundred Years, as they think reasonable, and may execute and do all such Deeds and Things as they think requisite in that Behalf.

On Payment, existing Securities to be extinguished, as if Re-conveyance duly made.

XVII. That immediately after the paying off of any Principal Sum forming Part of the existing Mortgage Debts, and of all Interest, and of all Costs, if any, due in respect of the same Principal Sum, the recited Securities for the same Principal Sum, Interest, and Costs, and all Rights, Remedies, Claims, and Demands in respect thereof, shall, as regards the Lands charged therewith, and the Persons liable to the Payment thereof, respectively become and be absolutely void and extinguished, at Law and in Equity, to all Intents and Purposes whatsoever, as if on such paying off those Lands had been duly reconveyed free from the same Principal Sum, Interest, and Costs, and those Persons had been duly released from those Claims and Demands.

Claims in respect of the unreleased Annuity not to be prejudiced.

XVIII. Provided always, That any such paying off, Avoidance, or Extinguishment shall not prejudice or affect any Claim or Demand of the said *Edward Lambert* or of the said *John Brown Willis Fleming* with respect to the unreleased Annuity or any Part thereof, or with respect to any Indemnity, or any Charge, Lien, Trust, Covenant, or other Provision, by way of Indemnity or otherwise, in any way concerning the unreleased Annuity or any Part thereof.

Terms of 1,000 Years and 2,000 Years created by Second Settlement not to be extinguished.

XIX. Provided always, That on such paying off of the said Incumbrance of One thousand four hundred Pounds and the said Charge of Forty thousand Pounds for Portions respectively, the Terms of One thousand Years and Two thousand Years respectively created by the Second Settlement shall not become or be void or extinguished, but the Trusts of those Terms respectively, so far regards the raising of those Sums respectively, shall on their respectively being so paid off be satisfied and discharged.

Application of Residue of Sum borrowed.

XX. That the Residue of the Sum from Time to Time so borrowed shall be applied by the Trustees as by this Act in that Behalf provided.

Relative Priority of 1,200 Years Term and

XXI. Provided always, That as regards each of the Principal Sums forming Part of the existing Mortgage Debts, and all Interest, and all Costs, if any, payable in respect thereof, the same Principal Sum,

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Sum, Interest, and Costs, and the recited Securities for the same, and all Rights, Remedies, Claims, and Demands in respect thereof, shall, until the same Principal Sum, Interest, and Costs be duly paid off to the Parties entitled thereto, or otherwise duly satisfied, have the same Priority, Validity, and Effect in all respects as if this Act had not passed.

existing
Mortgage
Debts.

XXII. Provided always, That so far as regards the Lands comprised in the recited Indenture of the Twelfth Day of *April* One thousand eight hundred and thirty-seven, and to the Extent of the said Principal Sum of Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, so paid off, and also so far as regards the Lands comprised in the recited Indenture of the Sixth Day of *June* One thousand eight hundred and thirty-seven, and to the Extent of the said Principal Sum of Five hundred Pounds so paid off, the Mortgage for One thousand two hundred Years shall have Priority over the Jointure of One thousand five hundred Pounds for the said Lady *Elizabeth Katherine Fleming*, and the Securities, Rights, and Remedies for the same, but in all other respects shall be subject to that Jointure, and those Securities, Rights, and Remedies respectively, as if this Act had not passed.

Relative
Priority of
Mortgage
and Lady
Elizabeth
Katherine
Fleming's
Jointure.

XXIII. Provided always, That so far as regards the Lands comprised in the recited Indenture of the Twelfth Day of *April* One thousand eight hundred and thirty-seven, and to the Extent of the said Principal Sum of Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, so paid off, and also so far as regards the Lands comprised in the recited Indenture of the Sixth Day of *June* One thousand eight hundred and thirty-seven, and to the Extent of the said Principal Sum of Five hundred Pounds so paid off, and also so far as regards the Lands comprised in the recited Indenture of the Fourth Day of *May* One thousand eight hundred and forty-one, and to the Extent of the said Principal Sums of Three thousand Pounds and One thousand Pounds respectively so paid off, and also so far as regards the Lands comprised in the recited Indenture of the Sixteenth Day of *April* One thousand eight hundred and forty-two, and to the Extent of the said Principal Sum of Four thousand Pounds so paid off, and also so far as regards the Lands comprised in the recited Indenture of the Sixteenth Day of *August* One thousand eight hundred and forty-two, and to the Extent of the said Principal Sum of Twenty-six thousand Pounds so paid off, and also so far as regards the Lands comprised in the recited Indenture of the Twenty-first Day of *October* One thousand eight hundred and forty-two, and to the Extent of the said Principal Sum of Fourteen thousand Pounds so paid off, and also so far as regards the Lands comprised in the Term of One thousand Years,

Relative
Priority of
Mortgage
and Lady
Downes's
Jointure and
Life Estate
in Heredita-
ments in
Sixth
Schedule to
Act.

[*Private.*]

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created

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created by the Second Settlement, and to the Extent of the said Sum of One thousand four hundred Pounds so paid off, the Mortgage for One thousand two hundred Years shall have Priority over the Jointure of One thousand five hundred Pounds for the said *Christopharia Lady Downes*, and the Securities, Rights, and Remedies for the same, and her Life Estate in the Lands specified in the Sixth Schedule to this Act annexed, but in all other respects shall be subject to that Jointure, and those Securities, Rights, and Remedies, and to that Life Estate respectively, as if this Act had not passed.

Priority in other respects of 1,200 Years Term.

XXIV. Provided always, That, except as by this Act otherwise provided with respect to the existing Mortgage Debts, and the Jointures for the said Lady *Elizabeth Katherine Fleming* and the said *Christopharia Lady Downes* respectively, and the Securities, Rights, and Remedies for the same respectively, and the Life Estate of the said *Christopharia Lady Downes* in the Lands specified in the Sixth Schedule to this Act annexed, the Term of One thousand two hundred Years shall have the like Priority in all respects as if it had been limited immediately after the Execution of the recited Indenture of the Ninth Day of *February* One thousand eight hundred and thirty-seven, in due Exercise of the recited Power of joint Appointment by that Indenture created.

1,200 Years Term to be subject to Powers of Act.

XXV. Provided always, That the Term of One thousand two hundred Years, and the Security thereby effected, shall be subject and without Prejudice to the several Powers of leasing, selling, exchanging, and partitioning to be exercised under this Act, and the Estates, Rights, and Interests from Time to Time created by the Exercise of or under those Powers respectively.

Power for Trustees to make durable Improvements of Building Lands, and Lands in Second and Seventh Schedules.

XXVI. That the Trustees may from Time to Time make such durable Improvements of the Building Lands; and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Parts thereof respectively, by draining, warping, inclosing, making, and substantially altering and repairing Farm Buildings, and otherwise durably improving the same, as the Trustees think likely to add to the Value of the Inheritance of the Lands so improved.

Power to Lease settled Estates for 21 Years at Rackrent without Fine.

XXVII. That the Tenant for Life or the Trustees may from Time to Time make any Lease for any Purpose which he or they may think fit of any Part of the Lands specified in the several Schedules to this Act annexed, for any Term not exceeding Twenty-one Years, to take effect in possession immediately or within Three Months after the making thereof, and at the best Rent that can be reasonably obtained for the same, so as there be not any Fine, Premium, or Foregift taken for the making thereof, and so as the Rent be made payable half-yearly

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yearly or more often, and so as sufficient Powers of Distress and Entry be reserved for securing the Payment of the Rent, and the Performance and Observance of the Lessees Covenants therein, and so as the Lessee be not thereby made dispunishable for Waste, and so as the Lessee execute a Counterpart of the Lease; and every such Lease may be on such Terms and Conditions as the Tenant for Life or the Trustees may think reasonable: Provided always, that any such Lease of the Lands specified in the Sixth Schedule to this Act annexed shall not be made during the Life of the said *Christopharia Lady Downes*.

XXVIII. That the Tenant for Life or the Trustees may from Time to Time appropriate such Parts as he or they may think proper of the Building Lands for Building Purposes, and in order thereto may drain, fence, plant, and otherwise improve the same, and may lay out any Parts thereof as and for Squares, Crescents, Streets, Roads, Ways, and other open Spaces, Sewers, Drains, and Watercourses, and other Conveniences, for the general Benefit of the Property, and any other Parts thereof as Lots for building on, or in such other Manner in all respects as he or they may think advantageous for any of the Purposes of this Act, and may maintain, renew, repair, alter, and improve such Improvements, Squares, Crescents, Streets, Roads, Ways, open Spaces, Sewers, Drains, Watercourses, and Conveniences respectively.

Power to appropriate, improve, and lay out Building Lands for Building Purposes.

XXIX. That for the Purpose of any such Appropriation of any Parts of the Building Lands for the general Convenience of the Property, the Tenant for Life or the Trustees, from Time to Time, by general Deeds, to be sealed and delivered by him or them, and to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Months after the Day of the Date thereof respectively, may declare the Mode, Terms, and Conditions of such Appropriation, and of the Enjoyment of the Benefit thereof, and may grant such Liberties, Privileges, Easements, and Conveniences in that Behalf as he or they may think reasonable, and may demise the Lands so appropriated or any Part thereof to any Persons for any Terms of Years, upon such Trusts, and with such Provisions for securing the Objects of such general Deeds respectively, as the Tenant for Life or the Trustees may think fit, but so that every such general Deed be made with a view to the general Benefit of the Property.

General Deed of Appropriation of Lands for Building Purposes.

XXX. That the Tenant for Life or the Trustees may from Time to Time appropriate gratuitously such Parts as he or they may think proper of the Estates specified in the First, Second, Third, Fourth, and Fifth Schedules to this act annexed for all or any of the following Purposes; to wit, for the Sites of Churches and Churchyards, but not exceeding for that Purpose in any One Case One Acre, and for the Sites

Power to appropriate Land for Churches, Parsonage Houses, and Schools.

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Sites and Curtilages of Parsonage Houses, but not exceeding for that Purpose in any One Case Two Acres, and for the Sites and Curtilages of Parochial or National Schools, but not exceeding for that Purpose in any One Case One Acre, and may convey the Lands so from Time to Time appropriated, and as a free Gift, to such Persons, and upon such Trusts for securing the continued Appropriation thereof accordingly, as he or they may think proper.

Power to Lease Building Lands for Building Purposes.

XXXI. That the Tenant for Life or the Trustees may from Time to Time, in accordance with the Provisions of this Act, lease any Part of the Building Lands to any Persons willing substantially to improve or repair any Building or Construction thereon, or to erect or make any Building or Construction in lieu of or in addition to any Building or Construction thereon, or to erect or make any Building or Construction on any Part of the Building Lands not for the Time being built on, or willing to annex any Part of the Building Lands for Gardens, Yards, Courts, Pleasure Grounds, or other Conveniences to any Building or Construction on any neighbouring Lands, or to be used with any neighbouring Lands, or otherwise to improve the Building Lands or any Part thereof.

Such Lettings may be by Public Auction or Private Contract.

XXXII. That every Letting from Time to Time for Building Purposes may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the Tenant for Life or the Trustees may think advantageous.

Terms of Leases for Building Purposes.

XXXIII. That the several Leases for Building Purposes may respectively be made for any Terms of Years absolute, not exceeding One thousand Years, and in consideration of such yearly Rents as by this Act provided.

Rents may increase periodically.

XXXIV. That the First Payment of any yearly Rent reserved in any Lease for Building Purposes may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the Tenant for Life or the Trustees, having regard to the Progress of the Improvements to be made, and the other Circumstances of the Case, may think reasonable, but so that the full Rent be made payable on a Day not later than Five Years from the Day of the Date of the Lease.

Considerations for Leases to be

XXXV. That (without Prejudice to the Provisions of this Act with respect to nominal Rents) the yearly Rents reserved by the respective

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respective Leases for Building Purposes shall be the best and most beneficial which can at the Time of the making or granting of the respective Leases or the Contracts for the same respectively, and considering the Nature and Circumstances of the respective Cases, be reasonably had for the same, and shall be made payable quarterly.

the best that can be had.

XXXVI. That the Tenant for Life or the Trustees may grant to the respective Lessees for Building Purposes, their Executors, Administrators, and Assigns, any Liberties, Easements, and Privileges whatsoever, in, over, through, under, or affecting the Lands comprised in the Lease, or any other Part not then leased, of the Building Lands (or so far as any Reservation or Provision in any Lease theretofore made of any Part of the Building Lands will permit), any Part then leased of the Building Lands which the Tenant for Life or the Trustees may think reasonable.

Liberties to be grantable to Purchasers and Lessees for Building Purposes.

XXXVII. That the Tenant for Life or the Trustees may, if and as he or they may think advantageous, make in the Leases respectively for Building Purposes any Reservations whatsoever affecting the Lands comprised in the Lease which the Tenant for Life or the Trustees may think reasonable.

Reservations which may be made in Leases for Building Purposes.

XXXVIII. Provided always, That any Reservation of Timber Trees, or of any Right, Power, or Privilege with respect to Timber Trees, shall be subject and without Prejudice to the Trusts, Rights, or Interests of, to, or in such Timber Trees, or the Monies to arise by Sale thereof, from Time to Time, subsisting by virtue of the Second Settlement, and the recited Indentures of the Fourth Day of *May* One thousand eight hundred and forty-one, the Nineteenth Day of *August* One thousand eight hundred and fifty, and the Sixteenth Day of *March* One thousand eight hundred and fifty-two respectively.

Reservation of Timber not to prejudice Rights to Timber under Second Settlement, and Indentures of 4th May 1841, 19th Aug. 1850, and 16th March 1852.

XXXIX. That the Leases for Building Purposes may, as the Tenant for Life or the Trustees may think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making and keeping in repair, ornamenting and embellishing, of any Squares, Crescents, or other open Spaces, Railways, Tramways, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, under, or over any Parts of the Building Lands, and either with or without Covenants or Stipulations by or on the Part of the Tenant for Life or the Trustees, or any Person beneficially interested in the Building Lands, as to the Mode in which any Part of the Building Lands shall be laid out, built upon, used, or improved.

Covenants in Leases for Building Purposes as to Repairs, &c., laying out Lands, &c.

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XL. That

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Covenants to build, &c. to be contained in Leases for Building Purposes.

XL. That there shall be contained in the several Leases for Building Purposes the following Covenants by the respective Lessees ; to wit,

First, in every Lease for the Purpose of having any Building or Construction made, then a Covenant to make and finish within a Time therein for that Purpose specified, and to keep in repair during the Estate or Term of the Lessee, the Building or Construction agreed to be made :

Second, in every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, or rebuild, within a Time therein for that Purpose specified, and to keep in repair during the Term, the Buildings or Construction agreed to be improved, repaired, or rebuilt :

Third, in every Lease for any other Improvement a Covenant to make such Improvement within a Time therein for that Purpose specified.

Covenants to pay Rent, &c. to be contained in Leases for Building Purposes.

XLI. That there shall be contained in the several Leases for Building Purposes the following Covenants by the respective Lessees ; to wit,

First, a Covenant for Payment of the yearly Rent :

Second, a Covenant for Payment of all Landlords and Tenants Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlord's Property or Income Tax) affecting or to affect the Lands leased :

Third, a Covenant to keep the Buildings or Constructions on the Lands leased, and susceptible of Damage by Fire, insured against Damage by Fire to the Amount of Two Thirds at least of the Value thereof in some Insurance Office from Time to Time approved by the Tenant for Life or the Trustees or the Reversioner :

Fourth, a Covenant to lay out the Money received by virtue of such Insurance, and such other Money as is requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire :

Fifth, a Covenant to yield up on the Expiration or sooner Determination of the Term the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, or rebuilt thereon, in good Repair and Condition.

Powers and Provisions to be contained in Leases for Building Purposes.

XLII. That there shall be contained in the several Leases for Building Purposes Powers, Conditions, Covenants, or Provisions for the following Purposes ; to wit,

First, for the Tenant for Life or the Trustees, or the Reversioner, or their respective Surveyors or Agents, to enter at least Twice in

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in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon :

Second, for the Tenant for Life or the Trustees, or the Reversioner, to re-enter and receive Rents and Profits, or to re-enter absolutely, for Nonpayment of the yearly Rent reserved, or for Breach of any of the Covenants by the Lessee, or of any One or more in that Behalf agreed on, and in the Lease specified, of those Covenants :

And there may be contained,

Third, a Proviso that Breach of any such Covenants (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to except,) shall not give any such Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein remain for Three Months after the assessing of such Damages unpaid :

Fourth, any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for like Purposes, or which the Tenant for Life or the Trustees may think reasonable.

XLIII. That in case the Tenant for Life or the Trustees, or any Person beneficially interested in the Building Lands, at any Time enter into any Covenant with any Lessee for Building Purposes as to the Mode in which any Part not leased to him of the Building Lands shall be laid out, built upon, used, or improved, the Benefit of such Covenant shall run with the Lands leased to him, so as to be enjoyed by every Person taking either under the Covenantee or under any Act of the Covenantee, and whether the Title of such Person arise under the Exercise of any Power or by way of Assignment or otherwise.

Covenants on the Lessor's part to run with the Land.

XLIV. That every Covenant entered into by a Lessee for Building Purposes for Payment of the yearly Rent reserved, or for or with respect to the laying out, building upon, using, or improving of the Lands leased to him, or for or with respect to contributing towards the Expenses of making or keeping in repair, ornamenting or embellishing, any Squares, Crescents, Streets, Railways, Tramways, Roads, or other open Spaces, Sewers, Drains, or Watercourses in or upon any Part of the settled Estates, or otherwise concerning any Part of the Building Lands, shall run with the Land so leased, and shall bind the Lessee thereof, his Executors, Administrators, and Assigns, and specific Performance or Observance of every such Covenant may be enforced in Equity by any Person from Time to Time interested in the Performance or Observance thereof.

Covenants by the Lessees to run with the Land.

XLV. That

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Power to confirm void or voidable Leases.

XLV. That the Tenant for Life or the Trustees may from Time to Time, if he or they shall think fit, confirm any Lease or general or other Deed purporting to have been made under this Act, in any Case in which, for some technical Error, Informality, or Irregularity in making or executing it, such Lease or Deed is thought void or voidable, and may make, in lieu of any Lease thought void or voidable, a Lease in accordance with this Act, but only for the same or the like Term or Interest, or, as the Case may be, the then Residue thereof, and at the same or the like yearly Rent, if any, and with and under the same or the like Reservations, Covenants, Powers, and Provisions as were or were intended to be granted, created, reserved, expressed, and contained in and by the Lease thought void or voidable.

Fines not to be taken for such Confirmations.

XLVI. Provided always, That no Fine, Premium, or Foregift shall be taken for making any such Confirmation of a Lease thought void or voidable.

Power to accept Surrenders.

XLVII. That the Tenant for Life or the Trustees may from Time to Time, if he or they shall think fit, accept, either gratuitously or for any Consideration, a Surrender of all or any Part of any Portion of the Building Lands which at the Time of the passing of this Act is held under any Lease theretofore granted, or which is at any Time after the passing of this Act leased for Building Purposes, and may make any Lease for Building Purposes of the Land so surrendered, or any Part thereof, either to the Person making the Surrender, or to any other Person, and either alone or with any other Part of the Building Lands, and in all respects as if a Lease thereof had not theretofore been made.

Rent to be reserved by new Leases.

XLVIII. Provided always, That any Part of the Building Lands leased for Building Purposes in consideration wholly of a Surrender thereof shall not be so leased except for the then Residue of the Term granted by the surrendered Lease, and at a yearly Rent or several yearly Rents of not less Amount or aggregate Amount than the yearly Rent reserved by the surrendered Lease.

Counterparts to be executed.

XLIX. That a Counterpart of every Lease for Building Purposes shall be executed by the Lessee, and be delivered to the Tenant for Life or the Trustees.

Contracts for Leases for Building Purposes to contain certain Agreements.

L. That the Tenant for Life or the Trustees may from Time to Time enter into Contracts in Writing for leasing respectively for Building Purposes, according to the Provisions of this Act, any Parts of the Building Lands; and such Contracts respectively may contain all or any of the following Agreements; to wit,

First, an Agreement that when and as any of the Improve-
ments

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ments on the Land comprised in the Contract are duly made according to the Contract, that Land or any Part thereof shall be by the Tenant for Life or the Trustees leased, according to the Contract, to the Person contracting to take the same, his Executors, Administrators, or Assigns, such Assigns to be approved by the Tenant for Life or the Trustees, and in such Parcels, and under such Portions of the yearly Rent (if any specified in the Contract), as are specified in the Contract, or shall be by him or them thought proper, but so that if the yearly Rent to be reserved bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the yearly Rent reserved in the Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land comprised in the Lease when fit for Habitation or Use:

Second, an Agreement that the whole yearly Rent specified in the Contract (less any nominal Rents) may be reserved in the Leases to be made of a given Quantity, in the Contract specified, of the Land comprised in the Contract, and that the Residue thereof shall be leased at a nominal Rent, not being less than Twenty Shillings a Year, and either before or after the whole yearly Rent specified in the Contract, less such nominal Rents, is so reserved:

Third, an Agreement that the whole yearly Rent specified in the Contract may be either by a Surveyor or by a Referee, or otherwise, appropriated to a Part, or apportioned between Parts, of the Land therein comprised:

Fourth, an Agreement (in any Case where a given Quantity of the Land comprised in the Contract is not for such Purpose therein specified) that when the whole yearly Rent to be reserved, less any nominal Rents, is reserved by the Leases of a component Part (to be determined by a Surveyor or by a Referee, or otherwise,) of such Land, the Residue of such Land shall be leased at a nominal Rent, not less than Twenty Shillings a Year:

Fifth, an Agreement (in any Case of a Lease to be made at a nominal Rent) to make the Lease either before or after the Land to be therein comprised is improved:

Sixth, an Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such Period, not exceeding Four Years and a Half from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the full yearly Rent thereby made payable, and so increasing up to the full yearly Rent, as the Tenant for Life or the Trustees, having regard to the Quantity of the Land therein comprised, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, may

[*Private.*]

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think reasonable; but so that the full yearly Rent be made payable on a Day not later than Seven Years after the Day of the Date of the Contract :

Seventh, an Agreement that when and as any Lease is made of any Part of the Land comprised in the Contract, the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is made shall remain liable thereunder, in respect only of such Part as for the Time being is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified :

Eighth, an Agreement that the Person with whom the Contract is made may during the Continuance thereof have, exercise, or enjoy any Liberties, Easements, and Privileges (to be expressed in the Contract) which are by this Act authorized to be granted to Lessees for Building Purposes.

Conditions
of such Con-
tracts.

LI. That in every such Contract for Building Purposes shall be contained Clauses or Conditions to the following Effect ; to wit,

First, that the Tenant for Life or the Trustees may vacate the Contract as to and may re-enter upon such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not, within a reasonable Time therein expressed, improved as thereby stipulated :

Second, that the Person to whom the Lease ought according to the Contract to be made shall, within a reasonable Time, therein expressed, accept such Lease, and execute a Counterpart thereof, and pay the reasonable Charges of preparing and executing the Lease and the Counterpart respectively :

Third, that in default of such Acceptance, Execution, or Payment the Contract shall, as to the Land for the Time being not actually leased in pursuance thereof, be void.

Leases in
pursuance of
such Con-
tract.

LII. That all such Contracts for Building Purposes shall, except as by this Act otherwise provided, be carried into effect by Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Con-
tracts or
Building
Purposes.

LIII. That the Tenant for Life or the Trustees may from Time to Time make any new Contract with respect to any Land theretofore contracted to be leased for Building Purposes with any Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to or Explanation or Alteration of all or any of the Terms and Conditions of that Contract, but so that that Contract be, when so added to, explained, or altered, conformable to the Provisions of this Act.

LIV. That

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LIV. That the Contracts with respect to Leases for Building Purposes which the Tenant for Life or the Trustees may from Time to Time make, may, except as by this Act otherwise provided, contain all such Terms and Conditions as he or they may think advantageous; and he or they may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as he or they may think advantageous; any such Contract, or any of the Terms and Conditions thereof: Provided always, that any such Contract shall not contain any Term or Condition obligatory on the Tenant for Life or the Trustees, to which he or they may not be by this Act authorized to give Effect by or in a Lease.

General
Terms of
Contracts
for Building
Purposes.

LV. That the Tenant for Life or the Trustees may from Time to Time, either gratuitously or for any Consideration, release any Person with whom any such Contract has been made, his Heirs, Executors, Administrators, or Assigns, from Liability to all or any Part of the Contract, and either with or without making a new Contract with him or them in lieu of all or any Part of the Contract so released, but so as the Contract after any such partial Release, and with such new Contract, if any, be conformable to the Provisions of this Act.

Releases
from Liabi-
lity to Con-
tracts.

LVI. That the Tenant for Life or the Trustees may from Time to Time accept, either gratuitously or for any Consideration, a Surrender or Relinquishment of all or any Part of the Lands comprised in any such Contract, but in case of a Surrender or Relinquishment of Part only of such Lands, so as notwithstanding such Surrender the Contract be conformable to the Provisions of this Act.

Surrenders
of Lands
comprised in
Contracts.

LVII. That any Surrender or Relinquishment of any Part of the Building Lands leased for Building Purposes, or contracted so to be, shall not be valid for any Purpose whatsoever until, if made by Deed, such Deed be executed, and if made by Writing, such Writing be signed, by the Tenant for Life or the Trustees, or the Reversioner; and every such Surrender or Relinquishment shall have Operation only from the Time when such Deed or Writing is executed or signed by the Tenant for Life or the Trustees, or the Reversioner, and also by the Person making the Surrender or Relinquishment.

Provision for
Validity of
Re-convey-
ances and
Surrenders.

LVIII. That any Lease for Building Purposes of any Part of the Building Lands, or any Contract for any such Lease, shall not be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement, therein contained, is in any Terms restricted to that Part of the Lands leased or contracted so to be where or in respect whereof such Nonpayment or Breach happens, or is otherwise restricted to a Part only of those Lands.

Conditions
of Re-entry
may be re-
stricted to
Part of
Lands.

LIX. That,

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Conditions
of Re-entry,
&c. to be ap-
portionable.

LIX. That, notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or any such Contract as to Part only of the Lands leased or contracted so to be, and notwithstanding the Surrender or Relinquishment of Part only of the Lands leased or contracted so to be, the Condition or Right of Re-entry, and other, if any, the Conditions of such Lease or Contract, shall remain and be in full Force as to such Parts of those Lands as from Time to Time continue to be held by virtue of such Lease or Contract, and in order thereto every such Condition or Right of Re-entry and other Condition shall be apportionable and apportioned and shall have Effect according to the Intention of the Parties as expressed in that Behalf in such Lease or Contract.

Under-
leases not to
be forfeited
for Non-
payment of
Rent, &c.
for Lands
not com-
prised
therein.

LX. That any Underlease of any Part of the Lands comprised in any original Lease for Building Purposes shall not be liable to Forfeiture, or the Operation of any Condition or Right of Re-entry, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Land comprised in the Underlease or some Part thereof; and any such Nonpayment or Breach with respect to the Land comprised in any such Underlease shall not work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Underlease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation, with respect to the Part comprised in the Underlease of the Lands comprised in the original Lease, as if the original Lease had originally comprised that Part alone.

Leases good,
notwith-
standing De-
fects in Con-
tracts.

LXI. That every Lease for Building Purposes of any Part of the Building Lands made under this Act shall be deemed duly made although it was preceded by a Contract not in due Accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease be conformable to the Provisions of this Act.

Contracts
not to form
Part of Title
to Leases.

LXII. That after a Lease for Building Purposes of any Part of the Building Lands is made, in conformity with the Provisions of this Act, the Contract, if any, for the Lease, shall not form any Part of the Evidence of the Title, at Law or in Equity, to the Benefit of the Lease.

LXIII. That

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and as amended by this Act, in exchange for any other Lands, dispose of all or any Part of the Building Lands and the Lands specified in the Second Schedule to this Act annexed, and the Inheritance in Fee Simple, or any other Estate, Term, or Interest, in possession or in expectancy, of and in the same, with the Rights, Members, and Appurtenances, unto any Person whomsoever, whether interested under this Act or not, for the best Equivalent in Lands that can be reasonably obtained for the same, and may make such Exchanges in all respects as the Trustees think fit, and may on any such Exchange give or take any Money for Owelty of Exchange, and may receive and give Receipts for the Monies so taken, and may convey the Lands so given in exchange as the other Party to the Exchange directs.

Discretion
of Trustees
as to Sales
and Ex-
changes.

LXVIII. That this Act or anything therein contained shall not lessen the Obligation of the Trustees to their Cestuisque Trust of exercising a reasonable Discretion as to making Sales and Exchanges, to which, if the several Powers of this Act for making Sales and Exchanges had been created exclusively by the Second Settlement, the Trustees would be liable.

Power to
Partition.

LXIX. That the Trustees may from Time to Time concur with any Person entitled, whether in possession or in expectancy, to any Share or Interest of or in any Lands forming Part of the Building Lands and the Lands specified in the Second Schedule to this Act annexed, in making Partition of such Lands, and may accept in lieu of any Share or Interest, whether in possession or expectancy, of or in such Lands, any Part, to be held in Severalty thereof, which the Trustees think reasonable, and may on any such Partition give or take any Money for Owelty of Exchange, and may receive and give Receipts for the Monies so taken, and may concur in conveying the Lands partitioned, as the Trustees and the other Parties to the Partition think best for effecting it.

Sales, Ex-
changes, &c.
to be subject
to Leases
for Building
Purposes
and Con-
tracts.

LXX. That every Sale, Exchange, and Partition made under this Act shall take effect subject and without Prejudice to any Lease or any Contract for a Lease of or affecting the Lands sold, exchanged, or partitioned, theretofore made under this Act, and at the Time of making the Sale, Exchange, or Partition subsisting.

As to Valua-
tion for Pur-
poses of
Leases to
John Bullar
and William
Bullar.

LXXI. Provided always, That in any Case in which any Lease or Sale of any Part of the Building Lands is made under this Act, in order to carry into effect the recited Agreements for Leases to the said *John Bullar* and *William Bullar* respectively, the Value of the Buildings or other Improvements made by them respectively in or upon the Land therein comprised shall not be taken into consideration in estimating the

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the yearly Rent, Purchase Money, or other Consideration for the Lease or Sale.

LXXII. That the several Powers, Authorities, and Discretions of this Act shall from Time to Time apply to, comprise, and be exercisable with respect to all and any of the Lands which (by virtue of the Trusts of the recited Indenture of the Nineteenth Day of *August* One thousand eight hundred and fifty, and this Act, or either of them,) are from Time to Time hereafter settled to the Uses for the Time being affecting the Building Lands and the Lands specified in the Second Schedule to this Act annexed, or any Part thereof, and the Monies arising from the Exercise with respect to such Lands of any of the Powers of this Act.

Powers of Act to extend to all Lands settled to Uses of settled Estates.

LXXIII. That such Part of the Sums, not exceeding One hundred and ten thousand Pounds, as the Trustees from Time to Time borrow on the Security of the Term of One thousand two hundred Years by this Act created, and do not from Time to Time require for the Purpose of paying off the Principal of the existing Mortgage Debts specified in the Eighth Schedule to this Act annexed or any of them, shall from Time to Time be applicable by the Trustees as follows:

Application of Monies received by Trustees.

First, in Payment of the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act: Secondly, in Payment of the Costs, Charges, and Expenses from Time to Time of the Trustees of and incident to the carrying into execution of the several Purposes of this Act:

Thirdly, in repaying to the said *John Brown Willis Fleming*, his Executors, Administrators, or Assigns, Three thousand Pounds, Part of the Amount expended by him on Repairs and Improvements, as herein-before recited:

Fourthly, in Payment of any Sums hereafter expended by the Trustees for any durable Improvements by this Act authorized to be made by them:

And the Surplus from Time to Time of such Monies shall be applied as by this Act in that Behalf directed.

LXXIV. Provided always, That the Trustees shall from Time to Time pay, out of the Monies from Time to Time borrowed by them on the Security of the Term of One thousand two hundred Years, for the Purpose of paying off the Principal of the existing Mortgage Debts or any of them, the Costs, Charges, and Expenses from Time to Time of and incident to such borrowing and paying off.

Payment of Costs of borrowing and paying off existing Mortgage Debts.

LXXV. That all Sums from Time to Time borrowed by the Trustees on the Security of the Term of One thousand two hundred Years by this Act created, and expended by them for any Purposes other than the

Amount borrowed by Trustees, and expen-

the

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ded for Improvements, to be repaid in 25 Years.

the paying off of the existing Mortgage Debts, shall, within or at the Expiration of Twenty-five Years next after the borrowing thereof respectively, be repaid out of the Rents and Profits of the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed.

Yearly Payments out of Rents for such Repayment.

LXXVI. That in order to the Repayment of such Sums the Persons successively entitled to those Rents and Profits shall, after the borrowing of such Sums, yearly pay out of those Rents and Profits to the Trustees such a Sum as with the Income, if any, for the Time being, of the Sinking Fund, by this Act provided for, amounts to One Twenty-fifth Part of the Amount of those Sums; and in default of such Payment the Trustees may and shall recover the Amount in arrear by Entry and Distress upon the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Part thereof, or by Action, Suit, or other proper Proceeding.

Investment to form Sinking Fund.

LXXVII. That the Trustees shall from Time to Time invest the yearly Sums so paid to or recovered by them, and the Income arising from such Investments, so as to increase the same by way of Compound Interest, and to form a Sinking Fund for the paying off, as by this Act required, of the Principal Sums so borrowed by the Trustees, and expended by them for Purposes other than the paying off of the existing Mortgage Debts.

Insurance for 3,000*l.* on Life of John Brown Willis Fleming.

LXXVIII. That in aid of such Sinking Fund the said *John Brown Willis Fleming* shall, at or before the Payment to him of the Sum of Three thousand Pounds in respect of his Expenditure for Repairs and Improvements, effect, in the Names of the Trustees, in such Office or Offices as they shall direct, an Assurance for Three thousand Pounds, or several Assurances for Three thousand Pounds in the aggregate, against the Contingency of his dying within Twenty-five Years after such Payment to him, and he shall duly keep up such Assurance or Assurances; and the Amount recovered by the Trustees on such Assurance or Assurances, or a sufficient Part thereof, shall be paid by them to the Credit of the Sinking Fund, and be applied by them accordingly; and the Surplus, if any, of such Amount, shall be paid to the Executors, Administrators, or Assigns of the said *John Brown Willis Fleming*; and in order to the keeping on foot of such Assurance or Assurances, or, if need be, the effecting and keeping on foot of any Assurance or Assurances by way of Renewal or in lieu thereof, the Trustees may and shall recover, during the Life of the said *John Brown Willis Fleming*, the Amount of their Expenditure in that Behalf, in like Manner as if the same were yearly Payments towards the Sinking Fund in arrear.

LXXIX. That

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LXXIX. That such Sinking Fund shall, so soon as the Amount thereof is sufficient, be applied by the Trustees in paying off the Principal of the Sums so borrowed and expended, or such Part thereof as then remains undischarged: Provided always, that the Trustees may from Time to Time apply the Amount for the Time being of such Sinking Fund, or any Part thereof, or any Monies from Time to Time paid to or received by them on account thereof, in paying off Part of such Principal Sums.

Application
of Sinking
Fund.

LXXX. That after any such Sum is so borrowed and expended by the Trustees, and until it is wholly repaid, the Persons so successively entitled, and notwithstanding they respectively are, under the Limitations of the Second Settlement, free from Impeachment for Waste, shall, by and out of such Rents and Profits, keep all the Farm Buildings so made, altered, or improved by the Trustees in good and tenantable Repair and Condition, and insured in the Names of the Trustees to the full Value thereof against Damage by Fire; and all Monies recovered on such Insurances shall be forthwith applied by the Trustees in restoring or repairing the Buildings destroyed or damaged by Fire.

Insurance
against Fire,
and Repair
of Buildings,
improved by
Trustees.

LXXXI. That the several Persons so successively entitled respectively, and their respective Real and Personal Representatives, to the full Extent of their Assets, shall be answerable to all Persons entitled to or interested in the Building Lands and the Lands specified in the Second and Seventh Schedules to this Act annexed, or any Part thereof, in remainder or reversion, and to the Trustees respectively, for making the yearly Payments on account of the Sinking Fund, and keeping in repair and insuring the Farm Buildings made, altered, or improved by the Trustees.

Tenants for
Life, &c. to
be liable to
Remainder-
men and
Trustees for
Payments to
Sinking
Fund, Re-
pairs, and
Insurance.

LXXXII. That such Part of the Amount for which the Life of the said *John Brown Willis Fleming* is insured, as herein-before recited, as under the Trusts of the recited Indenture of the Nineteenth Day of *August* One thousand eight hundred and fifty would be applicable for or towards the Exoneration of the Estates comprised in the Second Settlement, or any Part thereof, from the recited Mortgages for Ten thousand one hundred and eighteen Pounds Eighteen Shillings and Sixpence, Four thousand Pounds, Twenty-six thousand Pounds, and Fourteen thousand Pounds respectively, or the Purchase of Real Estates, shall, when received by the said *Robert Alfred Arundell* and *Albert John Hambrough*, or other the Trustees or Trustee of that Indenture, be paid to the Trustees, and be applied by the Trustees as by this Act in that Behalf directed.

Amount in-
sured on the
Life of John
Brown Willis
Fleming,
and applica-
ble for Dis-
charge of
Mortgages
or Purchase
of Estates,
to be paid to
the Trustees.

LXXXIII. That all Monies from Time to Time paid to or in the Hands of the Trustees, and applicable for any of the Purposes of this
[Private.] Act,

Ultimate Ap-
plication of
Monies paid

Fleming's Estate Act, 1852.

to the Trustees. Act, and of which the Application is not by this Act otherwise directed, shall be applied as follows :

First, for or towards the Discharge of all or any Part of the Principal of any Mortgage Debt or other Charge or Incumbrance on or affecting the Inheritance of the Lands specified in the several Schedules to this Act annexed, or any of them, and which the Trustees think it expedient so to discharge :

Secondly, for the Purchase, according to the recited Provisions of the Second Settlement, of such Lands as are thereby authorized to be purchased with Monies arising by the Exercise of the recited Powers of Sale and Exchange thereby created.

Settlement of Lands to be purchased under Act.

LXXXIV. That the Lands so purchased shall be settled as by the Second Settlement provided, but not so as to multiply or increase Charges.

Interim Investments by Trustees

LXXXV. That until any Monies from Time to Time in the Hands of the Trustees, and applicable for any of the Purposes of this Act, be so applied, the Trustees may invest the same according to the recited Provisions of the Second Settlement with respect to interim Investments of Monies arising by the Exercise of the recited Powers of Sale and Exchange thereby created, and the yearly Income arising from such Investments shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person.

Act not to prejudice existing Powers, except, &c.

LXXXVI. Provided always, That this Act, or anything therein contained, shall not revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities respectively created and conferred by the several Deeds, Wills, and Instruments respectively herein-before recited, except only so far as the same respectively are by this Act expressly extinguished, or may by the Exercise of the Powers by this Act created be defeated or affected.

Receipts of Trustees to discharge.

LXXXVII. That every Receipt from Time to Time given by the Trustees for any Money to be received by them under the Authority or for any of the Purposes of this Act shall be a legal and conclusive Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Indemnity and Reimbursement of Trustees.

LXXXVIII. 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 such Persons may, by and out of any Money coming to their respective

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respective Hands by virtue of this Act, retain to and reimburse themselves and allow to each other respectively all the Costs, Charges, and Expenses, not by this Act otherwise expressly provided for, which they respectively incur or sustain in or about carrying this Act into execution.

LXXXIX. That if any Person advance all or any Part of the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or advance to the Trustees any Money for any of the Purposes of this Act, the Amount so advanced 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. Expenses of Act.

XC. And whereas the said Lady *Elizabeth Katherine Fleming* is now resident abroad, and her Consent to this Act has not been proved: Therefore this Act, or anything therein contained, shall not be of any Effect as against the said Lady *Elizabeth Katherine Fleming*, or as against any Person claiming or to claim by or under her any Right or Interest whatsoever now vested in her, or as against the Persons who for the Time being are Trustees of the recited Indentures of the Nineteenth Day of *October* One thousand eight hundred and forty-two and the Sixteenth Day of *March* One thousand eight hundred and fifty-one respectively, or any of them, until she signify her Consent to this Act by Writing under her Hand attested by at least One Witness, and such Writing be enrolled in Her Majesty's High Court of Chancery within Three Years after the passing of this Act; and after the Enrolment of such Consent it shall be deemed Part of this Act, and shall be as binding and conclusive upon the said Lady *Elizabeth Katherine Fleming*, and all Persons claiming or to claim by or under her, and the Trustees of those Indentures respectively, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; to wit, As to the Consent of Lady Katherine Fleming to this Act.

‘ I Lady *Elizabeth Katherine Fleming* do hereby consent to Fleming's Estate Act, 1852.’

Provided always, that if the said Lady *Elizabeth Katherine Fleming* die before signing such Consent, then this Clause, and the Restriction therein contained, (so far only as the same applies to or concerns the said Lady *Elizabeth Katherine Fleming* so dying, and all Persons claiming by or under her, and the Trustees of those Indentures respectively, (as the Case may be,) shall be absolutely void to all Intents and Purposes whatsoever.

XCI. Provided always, That unless and until the Consent of the said Lady *Elizabeth Katherine Fleming* to this Act be signified, as by this Act not to benefit Lady Elizabeth

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Katherine Fleming till the Consent thereto.

this Act provided, this Act, or anything therein contained, shall not be of any Effect in favour of the said Lady *Elizabeth Katherine Fleming*, or of any Person claiming or to claim by or under her any Right or Interest whatsoever now vested in her, or of the Persons who for the Time being are Trustees of the recited Indentures of the Nineteenth Day of *October* One thousand eight hundred and forty-two and the Sixteenth Day of *March* One thousand eight hundred and fifty-one respectively, or any of them.

For Indemnification of Mortgages, &c. against Claims of Lady Elizabeth Katherine Fleming.

XCII. That if the Consent of the said Lady *Elizabeth Katherine Fleming* to this Act be not signified, as by this Act provided, and until such Consent be so signified, then, and subject and without Prejudice to the existing Mortgage Debts, and the several Securities for the same respectively, and the Mortgages from Time to Time made in pursuance of this Act, the Persons from Time to Time entitled under the Limitations of the Second Settlement to the beneficial Enjoyment of the Rents and Profits of the Lands specified in the Second and Seventh Schedules to this Act annexed, and according to their respective Shares and Interests of and in those Rents and Profits, and to the Extent of their respective Liability under the recited Indenture of the Nineteenth Day of *October* One thousand eight hundred and forty-two to the Charge in her Favour thereby created, shall from Time to Time duly apply those Rents and Profits, or Part thereof, in satisfying all Claims and Demands under that Indenture, so as to indemnify the several Persons from Time to Time claiming under the several Leases, Sales, Conveyances, Exchanges, Enfranchisements, and Partitions made under this Act of the Lands comprised in the First, Third, Fourth, and Fifth Schedules to this Act annexed, or any of them, from such Claims and Demands, and all Costs, Damages, and Expenses in respect thereof; and the said *John Brown Willis Fleming* shall from Time to Time, out of the Rents and Profits of the Lands specified in the Second and Seventh Schedules to this Act annexed, payable to him, satisfy all Claims and Demands under the recited Indenture of the Sixteenth Day of *March* One thousand eight hundred and fifty-one, so as to indemnify the same several Persons from such Claims and Demands, and all Costs, Damages, and Expenses in respect thereof.

General Saving.

XCIII. 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 *John Brown Willis Fleming*, his Heirs, Executors, Administrators, and Assigns, and the First and other Sons of the said *John Brown Willis Fleming*, and the Heirs of their respective Bodies, and the First and other Daughters of the said *John Brown Willis Fleming*, and the Heirs of their respective Bodies

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Bodies, and the younger Children of the said *John Brown Willis Fleming*, and any future Wife or Wives of the said *John Brown Willis Fleming*; and the said *Thomas James Willis Fleming*, his Heirs, Executors, Administrators, and Assigns, and the First and other Sons of the said *Thomas James Willis Fleming*, and the Heirs of their respective Bodies, and the said *Euphemia Katherine Willis Fleming*, and the Heirs of her Body, and the said *Julia Fleming*, and the Heirs of her Body, and the said *Gertrude Fleming*, and the Heirs of her Body, and the Fourth and other younger Daughters of the said *Thomas James Willis Fleming*, and the Heirs of their respective Bodies, and the younger Children of the said *Thomas James Willis Fleming*, and the said *Henrietta Caroline Sophia Fleming*, and any future Wife or Wives of the said *Thomas James Willis Fleming*; and the said *Henry William Willis Fleming*, his Heirs, Executors, Administrators, and Assigns; and the First and other Sons of the said *Henry William Willis Fleming*, and the Heirs of their respective Bodies, and the First and other Daughters of the said *Henry William Willis Fleming*, and the Heirs of their respective Bodies, and the younger Children of the said *Henry William Willis Fleming*, and any Wife or Wives of the said *Henry William Willis Fleming*; and the said *Arthur Buchanan Willis Fleming*, his Heirs, Executors, Administrators, and Assigns, and the First and other Sons of the said *Arthur Buchanan Willis Fleming*, and the Heirs of their respective Bodies, and the First and other Daughters of the said *Arthur Buchanan Willis Fleming*, and the Heirs of their respective Bodies, and the younger Children of the said *Arthur Buchanan Willis Fleming*, and any Wife or Wives of the said *Arthur Buchanan Willis Fleming*; and the said *Honoriam Armstrong*, and the Heirs of her Body, and the said *James Ferrier Armstrong* and *Honoriam* his Wife, and their respective Executors, Administrators, and Assigns; and the said *Christopharia Catherine Fleming*, and the Heirs of her Body, and her Executors, Administrators, and Assigns, and the said *Harriet Elizabeth Vansittart*, and the Heirs of her Body, and the said *Robert Vansittart* and *Harriet Elizabeth* his Wife, and their respective Executors, Administrators, and Assigns; and the said *Charlotte Jane Hambrough*, and the Heirs of her Body, and the said *Albert John Hambrough* and *Charlotte Jane* his Wife, and their respective Executors, Administrators, and Assigns; and the Heirs, Executors, Administrators, and Assigns of the said *John Fleming*, and the younger Children of the said *John Fleming* and *Christopharia* heretofore his Wife, their Executors, Administrators, and Assigns; and the said *Ulysses Lord Downes* and *Christopharia* his Wife, and their respective Heirs, Executors, Administrators, and Assigns, and the said *William Temple French* and *Frederick Beadon*, in their Capacity only of such Trustees and Mortgagees respectively, as herein-before appearing, and their respective Heirs, Executors, Administrators, and Assigns; and the said *Hannah*

[Private.]

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Taylor,

Fleming's Estate Act, 1852.

Taylor, in her Capacity only of Mortgagee, as herein-before appearing, and her Heirs, Executors, Administrators, and Assigns; and the said *James Baber*, in his Capacity of Mortgagee, as herein-before appearing, and his Heirs, Executors, Administrators, and Assigns; and the said *Bernard Senior*, in his Capacity only of Trustee, as herein-before appearing, and his Executors, Administrators, and Assigns; and the said *Edward Lambert*, in his Capacity only of Trustee, as herein-before appearing, and his Executors, Administrators, and Assigns; and the said *Freeman Thomas*, in his Capacity only of Heir-at-Law of the said *Inigo Thomas*, as such Mortgagee, as herein-before appearing, and his Heirs and Assigns; and the said *Frances Ann Thomas*, *Freeman Thomas*, and *Francis Barlow Robinson*, in their Capacity only of Executors of the said *Inigo Thomas*, as such Mortgagee, as herein-before appearing, and the Heirs, Executors, Administrators, and Assigns of the said *Inigo Thomas*, as such Mortgagee, as herein-before appearing; and the said *Andrew Saunders*, *John Constable*, *Valentine Morris*, and *William Lambert*, in their Capacity only of Mortgagees, as herein-before appearing, and their respective Heirs, Executors, Administrators, and Assigns; and the said *John Henry Hearn*, in his Capacity only of Trustee, as herein-before appearing, and his Heirs, Executors, Administrators, and Assigns; and the said *Robert Dewey* and *John David Hay Hill*, in their Capacity only of Mortgagees, as herein-before appearing, and their respective Executors, Administrators, and Assigns; and the said *Alexander Haldane*, in his Capacity only of Trustee, as herein-before appearing, and his Executors, Administrators, and Assigns; and the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, in their Capacity only of Trustees, as herein-before appearing, and their respective Heirs, Executors, Administrators, and Assigns; and the said *William Bigoe Buchanan* and *John Horton*, in their Capacity only of Trustees, as herein-before appearing, and their respective Executors, Administrators, and Assigns; and the said *William Lechmere Whitmore*, in his Capacity only of Trustee, as herein-before appearing, and his Heirs and Assigns; and the said *John Henry Hearn* and *Joseph Alfred Hardcastle*, and the Survivor of them, in their and his Capacity only of Protectors and Protector of the Settlement, as herein-before appearing; and the said *Christophelia Lady Downes*, in her Capacity of Guardian of the younger Children of the said *John Fleming*, as herein-before appearing; and the said *William Bigoe Buchanan* and *Christophelia Lady Downes*, in their Capacity only of Trustees and Executors, as herein-before appearing; and the said *Henry Townsend*, *Thomas Skipwith*, *Thomas James Willis Fleming*, and *William Bigoe Buchanan*, in their Capacity only of Trustees, as herein-before appearing, and their respective Executors, Administrators, and Assigns; and the said *George Lord Vaux of Harrowden*, *Charles Vansittart*, *Thomas James Willis Fleming*, and *William Bigoe Buchanan*, in their Capacity

Fleming's Estate Act, 1852.

Capacity only of Trustees, as herein-before appearing; and the said *Robert Vansittart* and *James Ferrier Armstrong*, in their Capacity only of Trustees, as herein-before appearing, and their respective Heirs, Executors, Administrators, and Assigns; and the said *Robert Arthur Arundell* and *Albert John Hambrough*, in their Capacity only of Trustees, as herein-before appearing, and their respective Executors, Administrators, and Assigns; and all other Persons, except the said *Lady Elizabeth Katherine Fleming*, *Charles Philip Earl of Hardwicke*, and *Andrew Van Sandau*, their Executors, Administrators, and Assigns respectively, on or to whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, of, in, to, or out of the several Lands respectively specified in the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Schedules to this Act annexed respectively, or any Part thereof, have or hath been limited or devised, or have or hath descended or devolved, or shall descend or devolve, under or by virtue of the several Deeds, Wills, and other Instruments, Events, and Things respectively herein-before recited, or any of them, their Heirs, Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the same several Lands or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act had not passed.

XCIV. 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.

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

Fleming's Estate Act, 1852.

SCHEDULES.

The FIRST SCHEDULE.

The Chilworth Estate in the County of Southampton.

The Manor or Lordship of Chilworth, with its Rights, Royalties, Members, and Appurtenances.

The Improprate Rectory of Chilworth, and the Tithes or Rent-charges in lieu of Tithes thereof.

The Advowson of the Vicarage of Chilworth, and divers Messuages, Tenements, Farms, Lands, and Hereditaments, containing 1,508 A. and 25 P. situate in the Parish of Chilworth.

J. Henry Hearn.

The SECOND SCHEDULE.

The Northern Part of the Stoneham Estate in the County of Southampton.

Divers Messuages, Tenements, Farms, Lands, and Hereditaments, comprising 2,648 Acres or thereabouts, lying to the Northward of the Turnpike Road from Botley to Romsey, and situate in the several Parishes of North Stoneham and North Baddesley in the County of Southampton, but exclusive of the Manor and Hereditaments comprised in the Seventh Schedule.

The Spring Feed and First Cut of Boyatt's Mead.

The Summer Cut of Chicknal Mead.

The alternate Right of Presentation to the Parish Church of Timsbury in the County of Southampton.

A perpetual Rentcharge of 4*l.* payable by the Corporation of Southampton to the Owner of South Stoneham.

The Fishery of the River Itchen.

Fleming's Estate Act, 1852.

The Romsey Estate in the County of Southampton.

The Manors or Lordships of Romsey Extra and Romsey Infra, with their Rights, Royalties, Members, and Appurtenances.

The Rentcharges in lieu of the Tithes of the Portion of St. Lawrence and other the Tithes of the Parishes of Romsey Extra and Romsey Infra.

Divers Messuages, Tenements, Farms, Lands and Hereditaments, containing by Estimation 1,525 Acres, situate in the Parishes of Romsey Extra and Romsey Infra.

J. Henry Hearn.

The THIRD SCHEDULE.

The Southern Part of the Stoneham Estate in the County of Southampton.

Divers Messuages, Farms, Lands, and Hereditaments, comprising 1,110 Acres or thereabouts, lying to the Southward of the Turnpike Road from Botley to Romsey, and situate in the several Parishes of North Stoneham and South Stoneham, in the County of Southampton.

The Isle of Wight Estate in the Isle of Wight in the County of Southampton.

The Manors or Lordships of Heasley, Combley, Quarr, Newnham, Binstead, Duxmoor, and Rackland, with their Rights, Royalties, Members, and Appurtenances.

The Advowson of the Vicarage of Arreton.

Divers Messuages, Tenements, Farms, Lands, and Hereditaments in the several Parishes of Arreton, Newchurch, and Binstead in the Isle of Wight, containing by Estimation 3,700 Acres.

Several Messuages in the Parish of Newport, and Quitrents payable from various Properties in the same Parish.

A Close of Meadow Land called Bowden's Mead, situate in the Parish of Carisbrooke, containing 1 A. 3 R. 17 P.

The White Lion Inn and about Two Acres of Land in the Parish of Arreton.

All and every other the Manors, Messuages, Lands, and Hereditaments in the County of Southampton and Isle of Wight (other than the Manors and Hereditaments comprised in the First, Second, Sixth, and Seventh Schedules) which were comprised in the First and Second Schedules to the Second Settlement, and which have not been disposed of under the Powers contained in the Second Settlement.

J. Henry Hearn.

Fleming's Estate Act, 1852.

The FOURTH SCHEDULE.

The Wootton Estate in the Isle of Wight in the County of Southampton; comprising

The Mill, Messuages, Tenements, Lands, and Hereditaments comprised in the recited Indenture of the 4th Day of May 1841.

J. Henry Hearn.

The FIFTH SCHEDULE.

The Haven Street Estate in the Isle of Wight in the County of Southampton; comprising

The Messuages, Tenements, Lands, and Hereditaments comprised in the recited Indenture of the 16th Day of March 1852.

J. Henry Hearn.

The SIXTH SCHEDULE.

The Estate of which Christopheria Lady Downes is under the Second Settlement Tenant for Life in possession; consisting of

Binstead Cottage and about Eight Acres of Land, and a Cottage adjoining, all in the Parish of Binstead in the Isle of Wight in the County of Southampton.

J. Henry Hearn.

The SEVENTH SCHEDULE.

The North Stoneham Park Estate in the County of Southampton.

The Manor or Lordship of North Stoneham in the County of Southampton, with its Rights, Royalties, Members, and Appurtenances.

The Advowson of the Rectory and Church of North Stoneham.

Stoneham Mansion, Grounds, Parks, and Lands, and divers Messuages, Tenements, Farms, and Lands lying together, and bounded Northwardly by the Road from Marlbrook Pond to a Place called Middle in the Parish of North Stoneham, and thence Eastwardly by the Road leading from Middle to the Point where the same Road
meets

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meets the Botley and Romsey Turnpike Road, and thence Southwardly by the Botley and Romsey Turnpike Road to the Point where that Road meets the Southampton and Winchester Turnpike Road, and Westwardly by the Southampton and Winchester Turnpike Road from that Point to Marlbrook Pond, containing by Estimation 914A. 3 R. and 16 P.

J. Henry Hearn.

The EIGHTH SCHEDULE.

The Mortgage Debts to be paid off out of the 110,000*l.* to be raised under the Act.

PRESENT INCUMBRANCERS.	PRINCIPAL SUMS.		
	£	s.	d.
William Temple French and Frederick Beadon -	10,118	18	6
Hannah Taylor - - - - -	500	0	0
Robert Dewey and John David Hay Hill - -	3,000	0	0
James Baber - - - - -	1,000	0	0
Freeman Thomas and Francis Barlow Robinson -	4,000	0	0
Andrew Saunders, John Constable, Valentine Morris, and William Lambert - - - - -	26,000	0	0
William Bigoe Buchanan and Christopheria Lady Downes - - - - -	14,000	0	0
William Bigoe Buchanan and John Horton - -	1,400	0	0
	40,000	0	0

Edward Lambert.

LONDON:

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Printers to the Queen's most Excellent Majesty. 1852.

