



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. 8.

An Act to enable *Francis Adams* Esquire, or other the Committee of the Estate of *Mary Shute Adams*, a Person of unsound Mind, for and in the Name and on behalf of the said *Mary Shute Adams*, to consent to the Exercise of certain Powers contained in the Marriage Settlement of the said *Francis Adams*, and in a certain Act of Parliament passed in the First Year of the Reign of Her present Majesty, and to exercise the Power of appointing new Trustees contained in the said Settlement; and for extending the Powers of Sale and Exchange contained in such Settlement.

[30th June 1852.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively on or about the Eighth and Ninth Days of *January* One thousand eight hundred and eight, the Release being made or expressed to be made between *Francis Adams* Esquire, now deceased, (herein-after called *Francis Adams* the elder,) of the First

[Private.]

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Settlement on the Marriage of *Francis Adams* the elder, Esq., dated 8th & Part,

*Adams' Estate Act, 1852.*9th Jan.
1808.

Part, *John Manley* Esquire and *Mary Shute Manley* Spinster (One of the Daughters of the said *John Manley*) of the Second Part, and *Robert Mathew Casberd* Esquire and *John Lowe* Gentleman of the Third Part, (being the Settlement executed previously to and in consideration of the Marriage then intended to be solemnized between the said *Francis Adams* the elder and *Mary Shute Manley*), all those the several Parts or Shares of the said *Francis Adams* the elder of and in the Manor or reputed Manor of *Clifton* in the County of *Gloucester*, and of and in all the Rights, Members, and Appurtenances thereto belonging or appertaining, and also the whole or Entirety, Parts or Shares of all those several Messuages or Tenements, Pews or Seats in the Parish Church of *Clifton* aforesaid, Tenths, Tithes, Lands, Chief Rents, Reserved Rents, Fee-farm Rents, and other the Hereditaments of the said *Francis Adams* the elder, situate, lying, and being, issuing or arising, within the several Parishes or Places of *Clifton* and *Westbury-upon-Trym* in the said County of *Gloucester*, particularly mentioned and described in the Schedule and Particulars thereof written under or annexed to the said Indenture of Release, and which several Hereditaments and Premises were, under or by virtue of certain Indentures of Lease and Release dated respectively on or about the Sixteenth and Seventeenth Days of *January* One thousand eight hundred and one, the Release being made between *Joseph Blisset* Esquire of the First Part, *William Manley* Esquire and *Catherine* his Wife of the Second Part, *John Manley* Esquire of the Third Part, *John Casberd* Doctor in Divinity of the Fourth Part, *Francis Adams* Esquire (since deceased), the Father of the said *Francis Adams* the elder, and *Mary Ann*, the Wife of the said *Francis Adams* deceased, of the Fifth Part, *Harry Elderton* Gentleman of the Sixth Part, and *John Lowe* Gentleman of the Seventh Part, and of a Fine and Recovery levied and suffered in pursuance thereof, limited to the said *Francis Adams* deceased in Fee, subject, as to One Moiety thereof, to a certain Term of Five hundred Years, and as to the other Moiety thereof to a like Term of Five hundred Years, (which Terms of Years respectively were, by an Indenture bearing Date the Fourteenth Day of *March* One thousand eight hundred and thirty-five, and made or expressed to be made between the said *Robert Mathew Casberd* of the First Part, the said *Francis Adams* the elder of the Second Part, and *Edward Francis Smith* Gentleman of the Third Part, assigned unto the said *Edward Francis Smith*, his Executors, Administrators, and Assigns, in trust to attend the Reversion, Freehold, and Inheritance of the same Premises respectively,) and which said several Hereditaments and Premises were devised by the last Will and Testament of the said *Francis Adams* deceased to the said *Francis Adams* the elder, his Heirs and Assigns, for ever, and also all and singular other the Manors or reputed Manors, Parts or Shares of Manors or reputed Manors, Messuages, Farms, Lands, Tenements, Tithes, Tenths, Rents, and Hereditaments, and Parts and Shares of
any

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any other Manors, Messuages, Farms, Lands, Tenements, Tithes, Tenths, Rents, and Hereditaments (if any) comprised in and conveyed by the said Indentures of Lease and Release of the Sixteenth and Seventeenth Days of *January* One thousand eight hundred and one, or intended so to be, together with and of and in their Appurtenances, were limited or expressed to be limited (after the Solemnization of the said then intended Marriage) to the Use of the said *Francis Adams* the elder and his Assigns for his Life, without Impeachment of Waste, and after the Decease of the said *Francis Adams* the elder, to the Use and Intent that the said *Mary Shute Manley* (if she should survive the said *Francis Adams* the elder) and her Assigns should after his Decease yearly receive and take for her Life, for her Jointure and in bar of Dower, One annual Sum or yearly Rentcharge of Eight hundred Pounds to be charged and chargeable upon the said Hereditaments, and to be paid on the Days and in manner therein mentioned, with usual Powers of Distress and Entry, and Detention of the Possession, and Perception of the Rents and Profits of the said Hereditaments, for recovering and compelling Payment of the said annual Sum or yearly Rentcharge when in arrear, and, subject to and charged and chargeable as aforesaid, to the Use of the said *Robert Mathew Casberd* and *John Lowe*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Decease of the said *Francis Adams* the elder, without Impeachment of Waste, upon the Trusts therein mentioned for better securing the Payment of the said annual Sum or yearly Rentcharge of Eight hundred Pounds, and after the Expiration or sooner Determination of the said Term of One hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the Heirs and Assigns of the said *Francis Adams* the elder for ever: And whereas the said *Francis Adams* the elder intermarried with the said *Mary Shute Manley* on or about the Twelfth Day of *January* One thousand eight hundred and eight: And whereas the said *Francis Adams* the elder had Issue by the said *Mary Shute* his Wife, One Son, namely, *Francis Adams* the younger, and Two Daughters, namely, *Mary Shute Anne Adams* and *Charlotte Sophia Adams*, all of whom have attained the Age of Twenty-one Years: And whereas by an Indenture of Release bearing Date on or about the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and grounded on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the Twenty-first Day of the same Month, the Release being made or expressed to be made between the said *Francis Adams* the elder and *Mary Shute* his Wife of the First Part, the said *Francis Adams* the younger of the Second Part, the Reverend *John Frederick Doveton* Clerk of the Third Part, *Maria Doveton* Spinster (One of the Daughters of the said *John Frederick Doveton*) of the Fourth Part, the said *Robert Mathew Casberd* and *John Lowe* of the Fifth Part, *Henry Moxon* Gentleman and *Francis Lowe* Gentleman

Settlement
on the Mar-
riage of
Francis
Adams the
younger,
dated 21st
& 22d Aug.
1835.

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man of the Sixth Part, *John Moore Paget* Esquire and *Francis Ridout Ward* Esquire of the Seventh Part, and *Robert Manley Lowe* Gentleman and the said *Edward Francis Smith* of the Eighth Part, and duly acknowledged by the said *Mary Shute Adams* to be her Act and Deed, pursuant to the Statute in that Case made and provided; it is witnessed, that in consideration of the Marriage then intended between the said *Francis Adams* the younger and the said *Maria Doveton*, the said *Francis Adams* the elder did grant, release, and confirm, and the said *Mary Shute Adams*, with the Concurrence of her said Husband (testified as therein mentioned), and for the Purpose of disposing in manner therein-after mentioned of the said annual Sum or yearly Rentcharge of Eight hundred Pounds, did release and quit claim unto the said *Robert Mathew Casberd* and *John Lowe*, and their Heirs, the said Manors, Parts or Shares of Manors, and other Hereditaments comprised in the said Indentures of Lease and Release of the Eighth and Ninth Days of *January* One thousand eight hundred and eight (except certain Parts thereof which had been contracted and agreed to be sold to a certain Society established in the City of *Bristol*, and called or known by the Name of the *Bristol and Clifton Zoological Society*, as the same were then marked out, and which consisted of Part of a Close called *Summer Trinmore*, and Part of another Close called the *Ten Acres* alias *Fox Holes*, and the Portion of the said last-mentioned Close of Land so contracted to be sold contained about One Acre), with their Appurtenances, to hold the same unto the said *Robert Mathew Casberd* and *John Lowe*, and their Heirs, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations in the said Indenture of Release now in recital limited, expressed, and declared of and concerning the same, and in part herein-after mentioned, (that is to say,) after the Solemnization of the said then intended Marriage, to the Use of the said *Francis Adams* the elder and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Robert Mathew Casberd* and *John Lowe*, and their Heirs, during the Life of the said *Francis Adams* the elder, upon trust to preservé the contingent Remainders; and after the Decease of the said *Francis Adams* the elder, to the Use and Intent that the said *Mary Shute Adams* (in case she should survive the said *Francis Adams* the elder) and her Assigns might after his Decease receive and take during her Life One annual Sum or yearly Rentcharge of Eight hundred Pounds (but nevertheless subject to the Proviso or Agreement therein contained for the Abatement or Decrease thereof) in full for the Jointure of the said *Mary Shute Adams*, and in lieu and satisfaction of the said annual Sum or yearly Rentcharge of Eight hundred Pounds so limited to and in favour of her the said *Mary Shute Adams* in and by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand

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thousand eight hundred and eight, as herein-before is mentioned, and also of all Dower or Thirds and Freebench, and to be charged and chargeable upon the said Hereditaments, and to be paid on the Days and in manner therein mentioned, with usual Powers of Distress and Entry, and Detention of the Possession, and Perception of the Rents and Profits of the said Hereditaments, for recovering and compelling Payment of the said annual Sum or yearly Rentcharge when in arrear; and subject to and charged with the Payment of the said annual Sum or yearly Rentcharge of Eight hundred Pounds, or so much thereof as for the Time being should be due and payable, and the Powers thereby given or limited to the said *Mary Shute Adams* and her Assigns for enforcing Payment thereof, to the Use of the said *Robert Mathew Casberd* and *John Lowe*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence and be computed from the Decease of the said *Francis Adams* the elder, without Impeachment of Waste, (in lieu of and in substitution for the said Term of One hundred Years so limited to them by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight, as herein-before is mentioned,) upon the Trusts in the said Indenture of Release now in recital mentioned, for the better securing the Payment of the said annual Sum or yearly Rentcharge of Eight hundred Pounds; with Remainder to the Use of the said *Henry Moxon* and *Francis Lowe*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence and be computed from the Decease of the Survivor of them the said *Francis Adams* the elder and *Mary Shute* his Wife, without Impeachment of Waste, upon the Trust therein mentioned for raising the Sum of Eight thousand Pounds for the Benefit of the said *Mary Shute Anne Adams* and *Charlotte Sophia Adams*; with Remainder to the Use of the said *Francis Adams* the younger and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Robert Mathew Casberd* and *John Lowe*, and their Heirs, during the Life of the said *Francis Adams* the younger, upon trust to preserve the contingent Remainders; and after the Decease of the Survivor of them the said *Francis Adams* the elder, *Mary Shute Adams*, and *Francis Adams* the younger, to the Use and Intent that the said *Maria Doveton* and her Assigns (subject and without Prejudice to the said Term of One thousand Years, and the Trusts thereof,) might, after the Decease of the Survivor of them, the said *Francis Adams* the elder, *Mary Shute Adams*, and *Francis Adams* the younger, receive and take during her Life One annual Sum or yearly Rentcharge of Three hundred and fifty Pounds for her Jointure and in bar of Dower, and to be charged and chargeable upon the said Hereditaments, and to be paid on the Days and in manner therein mentioned, with usual Powers of Distress and Entry, and Detention of the Possession, and Perception of the Rents and Profits of the said Hereditaments, for recovering and compelling

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Payment

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Payment of the said annual Sum or yearly Rentcharge of Three hundred and fifty Pounds, when in arrear; and subject to and charged with the Payment of the said annual Sum or yearly Rentcharge of Three hundred and fifty Pounds, and to the Powers thereby given or limited to the said *Maria Doveton* and her Assigns for enforcing Payment thereof when in arrear, as aforesaid, to the Use of the said *John Moore Paget* and *Francis Ridout Ward*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to commence and be computed from the Decease of the Survivor of them the said *Francis Adams* the elder and *Mary Shute Adams* and *Francis Adams* the younger, without Impeachment of Waste, upon the Trusts therein mentioned for the better securing the Payment of the said annual Sum or yearly Rentcharge of Three hundred and fifty Pounds; with Remainder to the Use of, or to such Uses, and upon and for such Trusts, Intents, and Purposes, for the Benefit of all and every or such One or more exclusively of the others or other of the Children or Child of the said *Francis Adams* the younger by the said *Maria Doveton*, at such Age or Time, or respective Ages or Times, and if more than One in such Parts, Shares, and Proportions, and with such Provisions for the Maintenance and Education or Advancement or Preferment in the World of any such Child or Children, and with such annual Sums and Limitations over for the Benefit of the said Children or some or One of them, and upon such Conditions, with such Restrictions, and in such Manner as the said *Francis Adams* the younger should, 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 to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and to be attested by Three or more credible Witnesses, direct or appoint; and in default of and until such Direction or Appointment, to the Use of all and every the Children and Child of the said *Francis Adams* the younger by the said *Maria Doveton* to be divided between or amongst them (if more than One) in equal Shares as Tenants in Common in Tail, with Cross Remainders in Tail between or among them, if more than One, with Remainder to the Use of the said *Francis Adams* the younger, his Heirs and Assigns, for ever; and it was by the Indenture of Release now in recital provided, that, in default of any such Direction or Appointment by the said *Francis Adams* the younger as aforesaid to the contrary, any Child or Children taking any Part of the said Hereditaments and Premises therein-before released or expressed so to be, under or by virtue of any Direction or Appointment to be made by the said *Francis Adams* the younger, in pursuance of the Power or Authority therein-before given him for that Purpose, should not have or be entitled to any Share

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Share of or in that Part of the same Hereditaments and Premises of which no such Direction or Appointment should have been made, without bringing his, her, or their appointed Share or Shares into Hotchpot, and accounting for the same accordingly; and by the said Indenture of Release now in recital a Power was given to the said *Francis Adams* the elder, after the Decease of the said *Mary Shute* his Wife, and also to the said *Francis Adams* the younger after the Decease of the said *Maria Doveton*, to jointure any Woman or Women with whom they respectively might intermarry, for her Life or their respective Lives, in manner therein mentioned, and to limit and appoint the Hereditaments so to be charged to any Person or Persons for any Term or Terms of Years, upon the usual Trusts for better securing any such Jointure, and a Power was given to the said *Francis Adams* the younger, after the Decease of the said *Maria Doveton*, to charge all or any Part of the said Hereditaments with the Payment of a Sum of Money for the Portions of the Children of the said *Francis Adams* the younger by any Woman or Women with whom he might have intermarried or might intermarry, and to limit or appoint the Hereditaments so to be charged to any Person or Persons for any Term or Number of Years for better securing such Portions; and by the said Indenture of Release now in recital a certain Power of leasing for any Term not exceeding Twenty-one Years was limited to the said *Francis Adams* the elder during his Life (in lieu of and by way of Substitution for a Power to him limited or reserved for the like Purpose in and by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight), and after his Decease to the said *Francis Adams* the younger, and after the Decease of the Survivor of them the said *Francis Adams* the elder and *Francis Adams* the younger to the said *Robert Mathew Casberd* and *John Lowe* and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time and at all Times during the Life of the said *Mary Shute Adams* (in case she should survive the said *Francis Adams* the elder and *Francis Adams* the younger), and also during the Minority of any Person or Persons who for the Time being should under or by virtue of the Limitations aforesaid be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises, or any Part thereof, and a certain Power of leasing for any Term not exceeding Ninety-nine Years to any Person or Persons who should improve or covenant to improve the Premises to be demised by building or repairing any Erections or Buildings thereon was limited to the said *Francis Adams* the elder during his Life (in lieu of and by way of Substitution for a Power to him limited or reserved for the like Purpose in and by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight), and after his Decease to the
said

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said *Francis Adams* the younger, and after the Decease of the Survivor of them the said *Francis Adams* the elder and *Francis Adams* the younger to the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time and at all Times during the Minorities of all and every or any of the Children or other Issue of the said then intended Marriage, nevertheless with the Consent of the said *Mary Shute Adams* and *Maria Doveton* during their respective Lives, in case they or either of them should survive the said *Francis Adams* the elder and *Francis Adams* the younger; and in the said Indenture of Release now in recital a certain Power of granting in Fee to any Person or Persons who should improve or covenant to improve the Premises to be granted by building or repairing any Erections or Buildings thereon, and in consideration of perpetual yearly Rents to be charged and reserved upon and out of the Premises granted (and which Power is herein-after referred to as the said Power of selling in Fee Farm), was limited to the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, his Executors or Administrators, (in lieu of and by way of Substitution for a Power to them limited or reserved for the like Purpose in and by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight,) nevertheless, at the Request and by the Direction of the said *Francis Adams* the elder during his Life, and after his Decease then of the said *Francis Adams* the younger, with the Consent of the said *Mary Shute Adams* and *Maria Doveton* during their respective Lives, testified by some Writing under their, his, or her Hands and Seals or Hand and Seal; and in the said Indenture of Release now in recital a certain Power of Sale, Exchange, and Partition was limited to the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors and Administrators of such Survivor, (in lieu of and by way of Substitution for a Power in them or him vested for the like Purposes by the said Indenture of Release and Settlement of the Ninth Day of *January* One thousand eight hundred and eight,) nevertheless, at the Request and by the Direction of the said *Francis Adams* the elder during his Life, and after his Decease then of the said *Francis Adams* the younger, with the Consent of the said *Mary Shute Adams* and *Maria Doveton* during their respective Lives, to be testified by some Writing sealed and delivered by them, him, or her in the Presence of and attested by Two or more credible Witnesses; and in the said Indenture of Release now in recital a Power of appointing new Trustees thereof in the Stead or Place of any Trustees thereof dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, was limited to the said *Francis Adams* the elder and *Mary Shute* his Wife, or the Survivor of them, during their Lives or his or her Life, and after the Decease of such Survivor to the said

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Francis Adams the younger and *Maria Doveton*, or the Survivor of them, during their Lives or his or her Life, and after the Decease of the Survivor of them the said *Francis Adams* the elder, *Mary Shute Adams*, *Francis Adams* the younger, and *Maria Doveton*, to the Executors or Administrators of the said *Francis Adams* the younger: And whereas the said *Francis Adams* the younger intermarried with the said *Maria Doveton* on or about the Twenty-seventh Day of *August* One thousand eight hundred and thirty-five: And whereas by an Act of Parliament made and passed in the First Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for extending the Powers of Sale and Exchange contained in the Marriage Settlement of Francis Adams the younger, Esquire, and for other Purposes*, (and which is herein-after referred to as *Adams's Estate Act, 1837*,) after reciting therein (amongst other things) that all or the greater Part of the Lands and Hereditaments comprised in the Schedule to that Act (and which were Part of the Hereditaments comprised in the several herein-before recited Indentures of the Eighth and Ninth Days of *January* One thousand eight hundred and eight and the Twenty-first and Twenty-second Days of *August* One thousand eight hundred and thirty-five), from the general Situation thereof, and especially from their Vicinity to the City of *Bristol*, and to the Villas and Buildings then recently erected and then in progress of Erection around, had already become, and were or in a short Time might be particularly eligible for Building Purposes, it was enacted (amongst other things), that if at any Time or Times after the passing of that Act any Part or Parts of the said Lands comprised in the said Schedule thereto should be sold, either for Fee-farm Rents or for gross Sums of Money, by virtue of or under either of the aforesaid Powers of Sale respectively contained in the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, such Sale or Sales respectively might be made under and subject to certain Covenants or Stipulations specified in the said Act now in recital, and with such Reservations, and with the Grant of such Rights as therein also specified, and generally that any Sale or Sales under either of the said Powers of Sale should or might be made with, under, and subject to such Covenants, Reservations, Restrictions, Stipulations, Agreements, Rights, Easements, and Conveniences as by the Trustees or Trustee for the Time being should be considered to tend to the general Improvement of the said Lands comprised in the said Schedule to that Act, or to the Improvement of any Part or Parts thereof; and it was thereby further enacted, that it should be lawful for the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, and other the Trustees or Trustee for the Time being, under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, of the said Powers of Sale respectively contained in the

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same Indenture, at any Time or Times after the passing of that Act, at the Request and by the Direction of the said *Francis Adams* the elder during his Life, and after his Decease then of the said *Francis Adams* the younger, with the Consent of the said *Mary Shute Adams* and *Maria Adams* during their respective Lives, to be testified by some Writing sealed and delivered by them, him, or her in the Presence of and attested by Two or more credible Witnesses, to set out and appropriate any Part or Parts of the said Lands comprised in the said Schedule to that Act as and for Squares, Streets, Drains, and other Easements or Conveniences, and to make and form into Squares, Streets, Drains, or other Easements or Conveniences the Lands so set out and appropriated, and to do such other Acts as therein mentioned, with reference to the said Lands comprised in the said Schedule thereto, and generally at such Request and by such Direction as aforesaid to manage, alter, and improve the said Lands comprised in the said Schedule or any of them, in such Manner as should be thought most advantageous to the Persons beneficially interested therein; and it was thereby further enacted, that it should be lawful for the said *Robert Mathew Casberd* and *John Lowe*, and the Survivor of them, and the Executors or Administrators of such Survivor, and other the Trustees or Trustee for the Time being, under the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, of the said Powers of Sale respectively contained in the same Indenture, at any Time or Times after the passing of that Act, at such Request and by such Direction as therein-before was mentioned, to purchase and to sell or grant and to exchange any such Rights of Road or other Easements or Conveniences as therein mentioned: And whereas by a Deed Poll under the Hand and Seal of the said *Francis Adams* the elder, bearing Date on or about the Eighth Day of *May* One thousand eight hundred and thirty-nine, he the said *Francis Adams* the elder, in pursuance of a Power enabling him in that Behalf contained in the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, directed and appointed that the Sum of Four thousand Pounds should be the Part and Share of the said *Charlotte Sophia Adams* of and in the said Sum of Eight thousand Pounds raisable for the Benefit of the said *Mary Shute Anne Adams* and *Charlotte Sophia Adams* under the Trusts of the said Term of One thousand Years limited by the said last-mentioned Indenture as aforesaid: And whereas under or by virtue of Two several Indentures bearing Date respectively on or about the Ninth Day of *May* One thousand eight hundred and thirty-nine, One of them being made or expressed to be made between *Alfred Matson* Merchant of the First Part, the said *Charlotte Sophia Adams* of the Second Part, and the said *Henry Moxon* and *Francis Lowe* of the Third Part, and the other of them being made or expressed to be made between the said *Robert Mathew Casberd* and

John

Deed Poll,
dated 8th
May 1839.

Settlement
on the Mar-
riage of
Charlotte
Sophia
Adams,
dated 9th
May 1839.

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John Lowe of the First Part, the said *Francis Adams* the elder and *Mary Shute* his Wife of the Second Part, the said *Charlotte Sophia Adams* of the Third Part, the said *Alfred Matson* of the Fourth Part, the said *Henry Moxon* and *Francis Lowe* of the Fifth Part, and the said *Mary Shute Anne Adams* and *Francis Adams* the younger and *Maria* his Wife of the Sixth Part, (and which Two Indentures together constituted the Settlement made previously to and in contemplation of the Marriage of the said *Charlotte Sophia Adams* and *Alfred Matson*,) the said Sum of Four thousand Pounds appointed by the said hereinbefore recited Deed Poll as aforesaid was assigned to or vested in the said *Henry Moxon* and *Francis Lowe*, their Executors, Administrators, and Assigns, as to the Sum of Five hundred Pounds, Part thereof, in trust for the said *Robert Mathew Casberd* and *John Lowe*, their Executors, Administrators, and Assigns, to replace the Sum of Five hundred Pounds advanced and paid to the said *Charlotte Sophia Adams* by the said *Robert Mathew Casberd* and *John Lowe* out of their Trust Funds, as stated in the last-mentioned Indenture of the Ninth Day of *May* One thousand eight hundred and thirty-nine, and as to the Sum of Three thousand five hundred Pounds, Residue of the said Sum of Four thousand Pounds, after the Solemnization of the said then intended Marriage, upon trust to pay the annual Income thereof to the said *Charlotte Sophia Adams* during her Life, for her sole and separate Use, and after her Decease to pay the said annual Income unto the said *Alfred Matson* during his Life, and from and after the Decease of the Survivor of them the said *Charlotte Sophia Adams* and *Alfred Matson* in trust as to the said Sum of Three thousand five hundred Pounds for the Children or Child of the said then intended Marriage, in manner in the said last-mentioned Indenture expressed, and in default of any such Child, upon the Trusts in the said last-mentioned Indenture contained for the said *Charlotte Sophia Adams*, her Executors or Administrators, Appointees or next of Kin: And whereas the said *Charlotte Sophia Adams* intermarried with the said *Alfred Matson* on or about the Sixteenth Day of *May* One thousand eight hundred and thirty-nine: And whereas the said *Francis Adams* the elder departed this Life on or about the Seventh Day of *June* One thousand eight hundred and forty-four: And whereas the said *Robert Mathew Casberd* departed this Life in the Month of *January* One thousand eight hundred and forty-two, leaving his Co-trustee, the said *John Lowe*, him surviving: And whereas the said *John Lowe* duly made and published his last Will and Testament in Writing, bearing Date on or about the Thirteenth Day of *April* One thousand eight hundred and forty-four, whereby he devised and bequeathed unto his Brother *William Lowe*, and his Nephews *John William Lowe* and *Robert Manley Lowe*, their Heirs, Executors, Administrators, and Assigns, all the Estates vested in him upon any Trust of which he had the Power to dispose by that his Will, and appointed

Will of John
Lowe, dated
13th April
1844.

Adams' Estate Act, 1852.

Codicil,
dated
28th March
1850.

appointed the said *William Lowe, John William Lowe, and Robert Manley Lowe* Executors of such Will: And whereas the said *John Lowe* duly made and published a Codicil to his said Will, bearing Date on or about the Twenty-eighth Day of *March* One thousand eight hundred and fifty, wherein is noticed the Death of the said *William Lowe*, but which Codicil did not revoke or alter the Devise in his said Will contained of Estates vested in the said Testator upon any Trust, or the Appointment of Executors contained in such Will: And whereas the said *John Lowe* departed this Life on or about the Twenty-first Day of *September* One thousand eight hundred and fifty, without having revoked or altered his said Will, except so far as the same was revoked or altered by the said Codicil thereto, and the said Will and Codicil were, on or about the Twenty-fifth Day of *October* One thousand eight hundred and fifty, duly proved by the said *John William Lowe* and *Robert Manley Lowe* in the Prerogative Court of *Canterbury*: And whereas the said *Mary Shute Adams, Francis Adams* the younger and *Maria* his Wife, and also the said *Mary Shute Anne Adams*, and *Alfred Matson* and *Charlotte Sophia* his Wife, are all now living: And whereas there is Issue of the said Marriage between the said *Francis Adams* the younger and *Maria* his Wife Seven Children, viz., *Lucy Ducarel Adams, Francis Adams, Fanny Maria Adams, Albert Frank Adams, Frederick Augustus France Adams, Mary Isabella Adams*, and *George Edward Dove-ton Adams*, and such Children are all Minors, and there has not been any other Issue of the said Marriage: And whereas there is not any Issue of the said Marriage between the said *Alfred Matson* and *Charlotte Sophia* his Wife now living: And whereas the said *Mary Shute Adams* has been found and duly declared a Person of unsound Mind, upon an Inquisition taken under a Writ in the Nature of a Writ De lunatico inquirendo on the Ninth Day of *June* One thousand eight hundred and fifty-one, and the said *Francis Adams* the younger hath been duly appointed by the Lord High Chancellor the Committee of the Estate of the said *Mary Shute Adams*: And whereas it is expedient and for the Interest of the said *Mary Shute Adams*, as such Jointress as aforesaid, and of all other Persons interested in the Estates comprised in the herein-before in part recited Indenture of Release and Settlement of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, that the herein-before mentioned Powers contained in such Indenture, and in the said "*Adams's Estate Act, 1837*," should be exercisable and be exercised, when and as Occasion may require, notwithstanding the Unsoundness of Mind of the said *Mary Shute Adams*, and that the said Powers of selling in Fee Farm, and of Sale, Exchange, and Partition, contained in the said last-mentioned Indenture, with the said incidental Powers given or created by the said "*Adams's Estate Act, 1837*," should be extended so as to be exercisable as well during the Life of the said

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Francis Adams the younger as after his Decease, during the Minority or respective Minorities of any Child or Children or other Issue of his said Marriage; but inasmuch as such Powers exercisable with the Consent of or by the said *Mary Shute Adams* as aforesaid cannot, without the Authority of Parliament, be exercised during her Unsoundness of Mind, unless the Committee or Committees for the Time being of the said *Mary Shute Adams* be empowered in her Name and on her Behalf to give his or their Consent to the Exercise of or (as the Case may be) to exercise such Powers; and inasmuch also as the said Powers of selling in Fee Farm, and of Sale, Exchange, and Partition, and the said Powers incidental thereto, cannot be extended as aforesaid, without such Authority as aforesaid: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Francis Adams* the younger as such Committee of the said *Mary Shute Adams* as aforesaid, and the said *Francis Adams* the younger and *Maria* his Wife on behalf of themselves and their said infant Children, and the said *Mary Shute Anne Adams* on her own Behalf, and the said *Alfred Matson* and *Charlotte Sophia* his Wife in their own respective Behalves, 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, as follows:

I. That the said *Francis Adams* the younger, whilst he shall be the Committee of the Estate of the said *Mary Shute Adams*, or other the Committee or Committees for the Time being of the Estate of the said *Mary Shute Adams*, so long as she shall remain a Person of unsound Mind, subject to the said Commission, or to any renewed or other Commission against her as a Lunatic, may, for and in the Name and on the Behalf of the said *Mary Shute Adams*, from Time to Time or at any Time consent to the Exercise of all or any such of the Powers contained in the said Indenture of Settlement of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, or in the said "*Adams's Estate Act, 1837,*" as are exercisable with her Consent, and also exercise all or any such of the Powers contained in the same last-mentioned Indenture, or in the said "*Adams's Estate Act, 1837,*" as are exercisable by her; and all Acts, Deeds, Matters, and Things whatsoever which shall be done or executed with the Consent of or by the said *Francis Adams* the younger, or other the Committee or Committees for the Time being of the Estate of the said *Mary Shute Adams*, in exercise of or under or with reference to the said Powers or any of them, shall be as valid and effectual, to all Intents and Purposes whatsoever, as if executed or done respectively with the Consent of or by the said *Mary Shute Adams* personally, and she had not been a Person of unsound Mind.

Committee of *Mary Shute Adams* empowered to consent to the Exercise of Powers contained in Indenture of 22d Aug. 1835, &c.

[*Private.*]

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II. Pro-

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But no Lease, &c. made with such Consent to be valid, unless approved of by the Court of Chancery.

II. Provided always, That during the Unsoundness of Mind of the said *Mary Shute Adams* no Lease to be made under or in exercise of the aforesaid Power of granting Improving Leases contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and to which her Consent is by the same Indenture made necessary, and no Sale to be made by virtue of or under the said Power of selling in Fee Farm, and no Sale, Exchange, or Partition to be made under the said Power of Sale, Exchange, and Partition, shall be valid, unless the same shall, prior to the Execution of such Lease, or (as the Case may be) the Execution of the Deed or Deeds by which such Sale, Exchange, or Partition shall be carried into effect, have been approved of by the Lord High Chancellor of *Great Britain*, or by the Lord Keeper or Commissioners of the Great Seal of *Great Britain*, or by the Lords Justices of the Court of Appeal in Chancery, being intrusted by virtue of the Royal Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic, idiot, or of unsound Mind, by an Order confirming such Lease, Sale, Exchange or Partition, (as the Case may be,) such Order to be made on a Petition by the said *Francis Adams* the younger, or other Committee or Committees of the said *Mary Shute Adams* for the Time being, or shall have been made or entered into pursuant to or in conformity with any Order or Orders of such Lord High Chancellor, Lord Keeper or Commissioners, or Lords Justices, to be made from Time to Time in the Matter of the said Lunacy, or with the Approbation of the Masters in Lunacy, jointly or severally, as the Lord High Chancellor, Lord Keeper or Commissioners, or Lords Justices, shall from Time to Time order or direct.

Powers of Sale, &c. to be exercised as well during the Life of *Francis Adams* the younger as after his Decease, unless he shall direct to the contrary.

III. That it shall be lawful for the said *John William Lowe* and *Robert Manley Lowe*, and the Survivor of them, or other the Trustees or Trustee for the Time being of the Powers contained in the hereinbefore recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, and thereby vested in the said *Robert Mathew Casberd* and *John Lowe* as aforesaid, (if and so far as the said *Francis Adams* the younger shall not by any Deed or Deeds, to be sealed and delivered by him in the Presence of and attested by Two or more Witnesses, or by his last Will and Testament, or any Codicil or Codicils thereto, direct to the contrary,) to exercise the aforesaid Powers of selling in Fee Farm, and of Sale, Exchange, and Partition, contained in the same Indenture or either of them, and also all or any the Powers incidental thereto or connected therewith contained in the said "*Adams's Estate Act, 1837*," (including the said Powers of setting apart and appropriating Squares, Streets, Drains, and other Easements or Conveniences, and doing such other Acts with reference to the Management, Alteration, and Improvement of the Lands comprised in the said Schedule to such Act, and otherwise,) as well

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well during the Life of the said *Francis Adams* the younger as after his Decease, from Time to Time and at all Times during the Minorities or Minority of all and every or any of the Child or Children or other Issue of the said *Francis Adams* the younger and *Maria* his Wife: Provided nevertheless, that during the Life of the said *Francis Adams* the younger every Exercise of the aforesaid Powers of selling in Fee Farm, and of Sale, Exchange, and Partition, or either of them, or of any of the said Powers incidental thereto or connected therewith, shall be at his Request and by his Direction, and during the Lives of the said *Mary Shute Adams* and *Maria Adams*, and the Life of the Survivor of them, also with their or her Consent, or as to the said *Mary Shute Adams*, during her Unsoundness of Mind, with the Consent of her Committee or Committees as aforesaid, such Request and Direction and Consent respectively to be testified by some Writing under the Hands and Seals or Hand and Seal of the Parties or Party making or giving the same respectively, and attested by Two or more Witnesses.

IV. That this Act shall not nor shall anything herein contained be construed or deemed or taken to revoke, annul, suspend, prejudice, lessen, or affect the Powers or Provisions contained in the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, or in the said "*Adams's Estate Act, 1837,*" or any of such Powers or Provisions, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

Powers in Settlement of 22d Aug. 18 5, and in *Adams's Estate Act, 1837,* not to be affected.

V. That the Costs, Charges, and Expenses of obtaining this Act, and preparatory thereto, and of all Acts and Proceedings thereunder, shall be and be deemed Part of the Costs, Charges, and Expenses incurred or expended in or about the Execution of the Trusts or Powers so reposed or vested by the said Indenture of Settlement of the Twenty-second Day of *August* One thousand eight hundred and thirty-five in the said *Robert Mathew Casberd* and *John Lowe* as aforesaid, and shall and may be retained and reimbursed accordingly by the Trustees or Trustee for the Time being acting in the Execution of the Trusts or Powers aforesaid, by and out of any Monies which shall come to their or his Hands under or by virtue of the same Indenture.

Expenses of Act.

VI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Mary Shute Adams*, the said *Francis Adams* the younger and his Heirs, the said *Maria Adams*, and all and every the Children and Child of the said *Francis Adams* the younger by the said *Maria Adams*,

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Adams, and the Heirs of the respective Bodies of all and every such Children and Child, the said *Mary Shute Anne Adams*, the said *Alfred Matson* and *Charlotte Sophia* his Wife, and their Children, and the Executors or Administrators, Appointees, and next of Kin of the said *Charlotte Sophia Matson*, the said *John William Lowe* and *Robert Manley Lowe*, their Heirs, Executors, and Administrators respectively, in respect of the Estates limited by the said Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, the said *Henry Moxon* and *Francis Lowe*, their Executors and Administrators, the said *John Moore Paget* and *Francis Ridout Ward*, their Executors and Administrators, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, Interest, or Charge, at Law or in Equity, of, in, to, or upon the said Lands comprised in the herein-before recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and thirty-five, under or by virtue of the same Indenture, or under or by virtue of the said Deed Poll of the Eighth Day of *May* One thousand eight hundred and thirty-nine, or the said Indentures of the Ninth Day of *May* One thousand eight hundred and thirty-nine,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Lands and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

Short Title. VII. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Adams' Estate Act, 1852.*"

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

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1852.