



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 33.

An Act for authorizing the granting of Building Leases and Leases for working Brick Earth of settled Estates in the County of *Essex* of the Right Honourable *William Bernard* Lord *Petre*, Baron of *Writtle* in the County of *Essex*, and of which Act the Short Title is “*The Petre Estate Act, 1854.*” [7th August 1854.]

WHEREAS by an Indenture of Release and Settlement dated the Twenty-second Day of *April* One thousand eight hundred and fifteen, (which, unless where otherwise distinguished, is herein-after referred to as “the said firstly-recited Settlement,”) and made between the Right Honourable *William Henry Francis* Lord *Petre*, Baron of *Writtle* in the County of *Essex* (since deceased), of the First Part, *Sir Richard Bedingfeld* Baronet and *Dame Charlotte Georgiana* his Wife, and *Frances Bedingfeld* Spinster, the eldest Daughter of the said *Sir Richard Bedingfeld* and *Dame Charlotte Georgiana* his Wife (then an Infant under the Age of Twenty-one Years), of the Second Part, *Sir George William Jerningham* Baronet (therein designated *Sir George Jerningham* Baronet) and *Sir John Throckmorton* Baronet of the Third Part, *William Jerningham* and *William Throckmorton*, Esquires, of the Fourth Part, *Edward Jerningham*

Indenture of Release and Settlement, dated the 22d April 1815.

[Private.]

and

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and *John Bedingfeld*, Esquires, of the Fifth Part, and *Henry Charles Howard* and *Thomas Heneage*, Esquires, of the Sixth Part, (being the Settlement executed previously to and in contemplation of the Marriage then intended and shortly afterwards duly solemnized between the said *William Henry Francis* late Lord *Petre* and *Frances Bedingfeld*, and founded, so far as the same operated as a Release, on an Indenture of Bargain and Sale or Lease for a Year bearing Date the preceding Day), in consideration of the said then intended Marriage all those the Manors or Lordships of *Writtle* and *Boyton*, and the Parks of *Writtle*, *Horsefrith*, and *West Horndon*, with the Rights, Members, and Appurtenances thereof, in the County of *Essex*, and all those the Manors or Lordships of *Ging Petre* otherwise *Ging Abbess* otherwise *Ingatestone*, and the Grange of *Woodbarnes*, with the Rights, Members, and Appurtenances thereof, in the County of *Essex*, and all that the Capital Messuage or Mansion House called *Ingatestone Hall*, Parcel of the said Manors, or One of them, with the Appurtenances, and also all those the Demesne Lands and other Lands, Tenements, and Hereditaments to the said Manors and Capital Messuage or Mansion House, or some of them, belonging or reputed to belong, or used, occupied, possessed, or enjoyed as Part or Parcel thereof or as appurtenant thereto, situate, lying, and being in the Parish of *Ingatestone* in the said County of *Essex*, and all those the several Manors or Lordships of *Hanley* otherwise *Hanley Barnes* and *Bacons*, and all that the Manor of *West Horndon*, with the Farm called *Fieldhouse*, and all those the Manors of *East Horndon*, *Noke Hall*, *Ames Gingraffe* otherwise *Gingrave* otherwise *Ingrave*, *Ging Mountney* otherwise *Mountnessing*, *Impney* otherwise *Impling*, *Ging Margaret* otherwise *Margaretting*, *Tristling* otherwise *Tristley Hall* otherwise *Trustling*, *Cowbridge* otherwise *Cowbridge Grange*, and *Blountswalls*, with the several Rights, Members, and Appurtenances thereof, in the said County of *Essex*, together with the Liberty and Turn of Stock of *Buttesbury*, and the Rectories of *Buttesbury* and *Ging Mountney* otherwise *Mountnessing*, in the said County of *Essex*, and all that the Manor or Lordship or reputed Manor or Lordship of *Arnolds* otherwise *Arnold's Hall*, with the Rights, Members, and Appurtenances thereof, in the said County of *Essex*, and also all that Capital Messuage called *Arnolds* or *Arnold's Hall*, with the Appurtenances, together with all other Messuages, Lands, Tenements, and Hereditaments thereunto belonging, situate, lying, and being in the several Parishes of *Mountnessing*, *Ingrave*, and *Shenfield*, or in some or One of them, in the said County of *Essex*, then lately purchased of *Congreve*, and all those the several Manors of *Crondon* otherwise *Crowdon*, *East Hanningfield*, *West Hanningfield*, and *South Hanningfield*, *Great Bursted* otherwise *Bursted*, *Grange Gurnards* otherwise *Gurneys* otherwise *Gurnades*, *Whites*, *Fithlers*, *Chalweedon*, *Haverstock* otherwise *Haverstock*, with the several Rights, Members, and Appurtenances

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tenances thereof, in the said County of *Essex*, and all that the Rectory or Parsonage Improprate of *Great Bursted* aforesaid, with the Appurtenances, and also all and every the Free Rents and other Rents, Perquisites and Profits of Courts, of or belonging to the said several afore-mentioned Manors or any of them, and also all that Messuage, Tenement, and Farmhouse commonly called or known by the Name of *Neaves*, and the Buildings, Yards, Gardens, and all and singular the several Fields, Closes, Pieces, or Parcels of Arable Land, Meadow, Pasture, and Feeding Grounds, Woods, Underwoods, and other Hereditaments to the said Messuage or Farmhouse belonging, containing altogether by Estimation Twenty Acres, situate, lying, and being in the Parish of *Ging Mountney* otherwise *Mountnessing* aforesaid, and then or late in the Possession of *Samuel Webber* or his Under-tenants, and also all that Messuage formerly called the *Red Lion*, but then called the *Devil's Head*, with the Appurtenances, and all that Parcel of Land adjoining to *Hanckton Spring*, containing by Estimation Six Acres, and all that Piece of Land called the *Round Field*, containing Eight Acres, and all that Piece of Meadow Land adjoining to the said last-mentioned Messuage, known by the Name of the *Half Acre*, and also all those Two Pieces of Boggy Land taken out of the Waste Common, containing Two Acres, then lately purchased from *John English* and *Amy* his Wife, situate, lying, and being in the Parish of *Great Warley* or *Little Warley*, or One of them, in the said County of *Essex*, and all those Four Closes of Arable and Meadow Land, situate, lying, and being in *Ging Mountney* otherwise *Mountnessing* aforesaid, called or known by the name of *Burnt House Lands*, and theretofore known by the Name of the *Hayfields* and *Rose Croft*, containing by Admeasurement Thirteen Acres and a Half, more or less, then in the Occupation of *Henry Finch* as Tenant thereof, and also all those Two Closes, Inclosures, or Pieces or Parcels of Arable Land or Ground, with a small Inclosure of Pasture Land, adjoining to each other, being Part of a Farm called *Holbrooks*, situate, lying, and being in the Parish of *Ging Mountney* otherwise *Mountnessing* aforesaid, and containing by a then late Admeasurement Seventeen Acres Two Roods and Twenty-nine Perches, more or less, abutting on the South-west Side on the King's Highway leading from the *London Road* to *Thoby Priory* in the said County of *Essex*, and also all those Two Closes of Arable or Pasture Ground commonly called or known by the Name of *Farthings* and *Mauls*, the first containing Twelve Acres, and the second Eleven Acres, more or less, which said Two several Closes, Pieces, or Parcels of Land and Premises last mentioned were situate, lying, and being in the said several Parishes of *Mountney* otherwise *Mountnessing* and *Shenfield*, or one of them, in the said County of *Essex*, and also all that Field, Close, Piece, or Parcel of Land theretofore called or known by the Name of *Clerk's Land*, but then or late called or known by the Name of *White Gate Field*, situate, lying,

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lying, and being in the said several Parishes of *Mountnessing* and *Shenfield*, or one of them, and containing by estimation Four Acres Three Roods Twenty-four Perches, or thereabouts, more or less, abutting and adjoining on the South-west to Lands then or late of *Thomas Wright* Esquire, on the South to the Turnpike Road leading from *Brentwood* to *Ingatestone* aforesaid, on the North to Lands in the Occupation of the Reverend *Philip Salter*, on the East to Lands then or late of the said *Thomas Wright*, and on the West to Lands then late in the Occupation of *Mears*, and also all that Close or Parcel of Land situate in the Parish of *Brentwood* in the said County of *Essex*, containing by Admeasurement Three Acres Two Roods Fourteen Perches, more or less, and bounded on the North by the High Road leading through *Brentwood* to *Ingatestone*, and on the East by the Road leading from *Brentwood* aforesaid to *Warley Common* and *Thorndon Hall*, which said Piece of Land last mentioned was then lately in the Possession of *William Newman* Esquire, and also all those the Manors and Granges of *Childerditch* otherwise *Chilterditch* otherwise *Childerditch Hall* otherwise *Chilterditch Hall*, and *Tillingham* otherwise *Tillingham Hall*, with all the Rights, Members, and Appurtenances thereof, in the said County of *Essex*, then sometime Parcel of the Possessions and Hereditaments of the late Monastery of the Lady *Saint Mary* of *Coggeshall* in the said County of *Essex*, and all and every the Quitrents, Fines, Perquisites, and other Rents to the said several Manors of *Childerditch* and *Tillingham* belonging, and all that the Rectory and Parsonage of *Childerditch* otherwise *Chilterditch* in the said County of *Essex*, to the said late Monastery sometime belonging, with the Appurtenances, and all such Tithes of the said Manors and Granges of *Childerditch* and *Tillingham* which were formerly belonging to the said late Monastery, and did then lately belong to *Thomas Lord Archer*, and all the Tithes, Oblations, Obventions, and Glebe Lands whatsoever to the said Rectory or Parsonage belonging or in anywise appertaining, which were formerly belonging to the said late Monastery, and did then lately belong to the said *Thomas Lord Archer*, and all that Messuage or Tenement, Farm, and Lands commonly called *Childerditch Hall Farm*, situate, lying, and being in the several Parishes of *Childerditch* and *Little Warley* in the said County of *Essex*, then in the Tenure or Occupation of *Richard Wallis*, his Under-tenants or Assigns, and all that Messuage or Tenement, Farm, and Lands commonly called *Tillingham* otherwise *Tillingham Hall Farm*, situate, lying, and being in the several Parishes of *Childerditch*, *Little Warley*, and *West Horndon*, some or one of them, in the said County of *Essex*, then in the Tenure or Occupation of *Hunter Cooper*, his Under-tenants or Assigns, and all that Messuage or Tenement, Farm, and Lands situate, lying, and being in the Parish of *Childerditch* aforesaid, known by the Name of *Blankets*, and then in the Tenure or Occupation of *Jeremiah Sparrow*,
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his Under-tenants or Assigns, and all that Messuage, Farm, and Lands commonly called or known by the Name of *Wickhouse* otherwise *Crows*, situate, lying, and being in the said several Parishes of *Childerditch* and *West Horndon*, or one of them, theretofore in the Tenure or Occupation of *John Offin*, and then of *Cornelius Barratt*, and all that Field or Parcel of Land called *Hilly Field*, lying and being in the said Parish of *Childerditch*, and all that Messuage, Farm, and Lands situate, lying, and being in the said Parish of *Childerditch*, then late in the Tenure or Occupation of *John Ballard*, his Under-tenants or Assigns, and all that Messuage and Piece or Parcel of Land lying and being in the said Parish of *Childerditch*, theretofore in the Tenure or Occupation of *Tunbridge*, and then late in the Tenure or Occupation of *John Wakeland*, his Under-tenants or Assigns, and all that Messuage, Farm, and Lands, theretofore Copyhold, but then Freehold, situate, lying, and being in the said Parish of *Childerditch*, theretofore in the Tenure or Occupation of *John Baker*, his Under-tenants or Assigns, and since in the Occupation of *Skinner*, his Under-tenants or Assigns, and all that Farm and Lands situate, lying, and being in the several Parishes of *Childerditch* and *Little Warley* aforesaid or one of them, theretofore in the Tenure or Occupation of *John Bassett*, then late of *Thomas Bassett*, his Under-tenants or Assigns, and all that Messuage, Farm, and Lands, theretofore Copyhold, but then Freehold, situate, lying, and being in the said Parish of *Childerditch*, then late in the Tenure or Occupation of *Jonathan Brown*, his Under-tenants or Assigns, and all that Messuage, Farm, and Lands, theretofore Copyhold, but then Freehold, situate, lying, and being in the said Parish of *Childerditch*, then late in the Tenure or Occupation of *John Offin*, his Under-tenants or Assigns, and all those Messuages, Cottages, Lands, and Tenements, some Part whereof were theretofore Copyhold, but all which said Messuages, Cottages, Lands, and Tenements were then Freehold, situate, lying, and being in the said Parish of *Childerditch*, then late in the several Tenures or Occupations of *Isaac Leach*, *George Box*, *Samuel Roaf* otherwise *Rolfe*, *Thomas Humphrey*, *James Clarke*, *James Wood*, and *William Archer*, or some of them, or their or some of their Under-tenants or Assigns, and all those Two several Woods, Coppices, Underwoods, Springs, and Woodlands, then late of the said *Thomas Lord Archer*, in the said several Parishes of *Childerditch* and *Little Warley*, and lying and being within the said Manors of *Childerditch* and *Tillingham*, or one of them, in the said County of *Essex*, together with all other the Messuages, Lands, Tenements, Rents, Tithes, and Hereditaments whatsoever of him the said *William Henry Francis Lord Petre*, or whereof or wherein he the said *William Henry Francis Lord Petre*, or any other Person or Persons in trust for him, was or were seised or had any Estate of Freehold or Inheritance, situate, lying, or being in

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or arising within the Manors, Parishes, Vills, Townships, Hamlets, Precincts, Territories, and known Places of *Chilterditch* otherwise *Chilterditch*; *Tillingham*, *Little Warley*, and *West Horndon*, or any of them, in the said County of *Essex*, and all and singular the Messuages, Outhouses, Edifices, Buildings, Yards, Gardens, Orchards, Lands, Glebe Lands, Tithes, Oblations, Obventions, Parks, Ground Rents, Woods, Underwoods, Wastes, Waste Grounds, Commons, Common of Pasture, Courts Leet, Courts Baron, and other Courts, and Perquisites and Profits of Court, Views of Frankpledge, Reliefs, Heriots, Fines, Escheats, Waifs, Estrays, Goods and Chattels of Felons, Felons of themselves, Deodands, Fairs, Tolls, Markets, Free Fishings, Free Warrens, Rights, Royalties, Liberties, Franchises, Privileges, Ways, Waters, Watercourses, Profits, Commodities, Emoluments, Advantages, and Appurtenances whatsoever to the said several Manors or Lordships, Parks, Rectories, Messuages, Lands, Tenements, and Hereditaments, and to all and every or any other the afore-mentioned Hereditaments and Premises belonging, or therewith or with any of them used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, situate, lying, and being or arising, or to be had, received, taken, or enjoyed, in, within, or out of or from the several Manors, Parishes, Townships, Villages, Hamlets, Precincts, Territories, or Places of *Writtle*, *Boyton*, *Ging Petre* otherwise *Ingatestone*, *East Horndon*, *West Horndon*, *Gingraffe* otherwise *Gingrave* otherwise *Ingrave*, *Great Bursted*, *Little Bursted*, *Fithlers*, *Crondon* otherwise *Crowdon*, *East Hanningfield*, *West Hanningfield*, *South Hanningfield*, *Haverdstock* otherwise *Haverstock*, *Layndon*, *Layndon Hills*, *Ging Margaret* otherwise *Margaretting*, *Ging Mountney* otherwise *Mountnessing*, *Blackmore*, *Fryering* otherwise *Fryerning*, *Orset*, *Buttesbury*, *Great Baddow*, *Ramsden Bellhouse*, *Ramsden*, *Cray*, *Downham*, *Billericay*, *Brentwood*, *Great Warley*, *Little Warley*, *South Weald*, *Basildon*, *Assingdon*, *Shenfield*, *Hutton*, *Bullfan*, *Dunton*, *Doddinghurst*, *Chelmsford*, *Bromfield*, *Rosewell*, *Chiggenhall*, *Widford*, *Chilterditch* otherwise *Chilterditch*, *Tillingham*, and *Arnolds*, every or any of them, in the said County of *Essex*, and all and singular other the Manors or Lordships, or reputed Manors or Lordships, Parks, Rectories, Capital and other Messuages, Farms, Granges, Lands, Tenements, Rents, Tithes, and Hereditaments whatsoever of the said *William Henry Francis* Lord *Petre*, or whereof or wherein he the said *William Henry Francis* Lord *Petre*, or any other Person or Persons in trust for him, was or were seised or anyway entitled for any Estate of Freehold or Inheritance, either in Law or Equity, in possession, reversion, remainder, or expectancy, situate, lying, being, or arising, or to be had, received, taken, or enjoined in or within or out of or forth from the said several Parishes, Townships, Villages, Hamlets, Territories, or Places therein-before mentioned, or any of them, or elsewhere in
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the said County of *Essex*, (save and except all and every the Advowsons and Rights of Presentation or Patronage of or to any Churches, Chapels, Livings, or other Ecclesiastical Benefices in the said County of *Essex*;) other than and except the said Rectories of *Buttesbury* and *Ging Mountney* otherwise *Mountnessing*, and also the said Rectory or Parsonage Improprate of *Great Bursted*, and also all that the said Rectory and Parsonage of *Childerditch* otherwise *Chilterditch*, and also save and except those Two Farms situate, lying, and being in *East Hanningfield* aforesaid, the one being called *East Hanningfield Hall*, and containing One hundred and forty-one Acres Three Roods Ten Perches, and the other called *East Hanningfield Lodge*, and containing Two hundred and thirty-five Acres One Rood Nine Perches, more or less, and also save and except all that Wood situate in *South Hanningfield* aforesaid called *Pandam Wood*, and also several Pieces of Land situate in *Writtle* aforesaid, known by the Names of *Wade's* and *Lord's Lands*, containing by Estimation Thirty-three Acres and Six Perches, then late in the Occupation of *Thomas Berney Bramston* Esquire, deceased, and then of *Thomas Gardiner Bramston* Esquire and *John Surry*, and also all those other Three Pieces of Land also called *Lord's Land*, in *Writtle* aforesaid, containing by Estimation Eleven Acres Two Roods Five Perches, in the Occupation of *William Harrington*, and also all that Piece or Parcel of Land, containing by Estimation Three Acres or thereabouts, situate, lying, and being in the said Parish of *Ging Margaret* otherwise *Margaretting*, then in the Occupation of *William Penny*, were assured by the said *William Henry Francis*, late Lord *Petre*, to such Uses, for such Intents and Purposes, upon such Trusts, and with, under, and subject to such Powers, Provisoes, and Declarations as are in the said Indenture of Release now in recital expressed and in part herein-after mentioned; (that is to say,) from and after the Solemnization of the said then intended Marriage, to the Use of the said *William Jerningham* and *William Throckmorton*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon trust for securing an annual Sum by way of Pin Money for the said *Frances Bedingfeld*, but which Trust has determined by her Death, and which Term has since ceased under a Proviso in that Behalf in the said Indenture of Release contained; with Remainder to the Use of the said *William Henry Francis* late Lord *Petre*, and his Assigns for Life, without Impeachment of Waste; with Remainder to the Use of the said *Sir George William Jerningham* and *Sir John Throckmorton*, and their Heirs, during the Life of the said *William Henry Francis* late Lord *Petre*, upon trust to preserve the contingent Uses and Estates therein limited; with Remainder to the Use and Intent that in case the said *Frances Bedingfeld* should survive him the said *William Henry Francis* late Lord *Petre* (an Event which did not happen) she might receive thereout a Rentcharge of Two thousand

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thousand Pounds *per Annum* for her Jointure; and subject thereto to the Use of the said *Edward Jerningham* and *John Bedingfeld*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to be computed from the Decease of the said *William Henry Francis* late Lord *Petre*, for securing the said Jointure, but which Term has ceased under a Proviso in that Behalf in the said Indenture of Release contained; and subject thereto and to the Trusts thereof, in the meantime, to the Use of the said *Henry Charles Howard* and *Thomas Heneage*, their Executors, Administrators, and Assigns, for the Term of One thousand two hundred Years, to be computed from the Decease of the said *William Henry Francis* late Lord *Petre*, upon the Trusts therein expressed and herein-after mentioned or referred to; with Remainder to the Use of the First and other Sons of the Body of the said *William Henry Francis* late Lord *Petre* by the said *Frances Bedingfeld*, severally and successively, according to Seniority in Tail Male, with divers Remainders over; and it was by the Indenture now in recital agreed and declared, that the said Manors and other Hereditaments were thereby limited to the said *Henry Charles Howard* and *Thomas Heneage*, their Executors, Administrators, and Assigns, for the said Term of One thousand two hundred Years, upon trust that if there should be any Child or Children of the said *William Henry Francis* late Lord *Petre*, by the said *Francis Bedingfeld*, other than and besides an eldest or only Son, who should or might, under the Limitations therein-before contained and herein-before mentioned, be for the Time being entitled in possession or in remainder expectant upon the Decease of the said *William Henry Francis* late Lord *Petre*, and subject to the said Terms of Two hundred Years and One thousand two hundred Years, to the said Manors and other Hereditaments comprised therein, or to the Receipt of the Rents, Issues, and Profits thereof, then and in such Case they the said *Henry Charles Howard* and *Thomas Heneage*, or the Survivor of them, or the Executors or Administrators of such Survivor, should, after the Decease of the said *William Henry Francis* late Lord *Petre*, or in his Lifetime, if he should so direct, by any Deed or Writing signed by him in the Presence of and attested by Two or more credible Witnesses, by Sale, Mortgage, or other Disposition of the said Manors and other Hereditaments, or any of them, or of any Part thereof, for all or any Part of the same Term, or by and out of the Rents, Issues, and Profits thereof respectively, but subject to the said annual Sums of Four hundred Pounds and Two thousand Pounds, and the Powers and Remedies for recovering and compelling Payment thereof, and to the said Terms of Ninety-nine Years and Two hundred Years, and to the Trusts thereof, levy and raise for the Portions of all and every such Children, if (as the Case was) there should be only Three such Children, the Sum of Fifteen thousand Pounds, to go and be paid to such Children at such Time or Times,

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and in such Parts or Shares, and with, under, and subject to such Provisoos, Conditions, and Limitations over (such Limitations over being for the Benefit of some or One of them), as the said *William Henry Francis* late Lord *Petre*, by any Deed or Deeds, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils, to be signed and published by him in the Presence of and attested by Three or more credible Witnesses, should direct or appoint, and for Want of such Direction or Appointment then the said Sum of Money so provided for the Portions of such Children as aforesaid to be equally divided between them, Share and Share alike, the Part or Share of such of them as should be a Son or Sons to be an Interest vested or Interests vested in him or them respectively at his or their Age or Ages of Twenty-one Years, and the Part or Share of such of them as should be a Daughter or Daughters to be an Interest vested or Interests vested in her or them respectively at her or their Age or Ages of Twenty-one Years, or Day or respective Days of Marriage, which should first happen, and to be paid to him, her, or them at the same Ages, Days, or Times, if the same should happen after the Decease of the said *William Henry Francis* late Lord *Petre*, but if the same should happen in his Life, immediately after his Decease; provided always, and it was thereby further agreed and declared, that the Rents and Profits of the said Manors and other Hereditaments, or so much of the said Rents and Profits as should remain after Payment of the annual Sum or Sums of Money to be payable for or towards the Maintenance of such Child or Children as therein mentioned, or until some One of such Portions should become payable as aforesaid, should and might be had and received, but subject and without Prejudice, as therein-before mentioned and herein-before referred to, by the Person or Persons who for the Time being should be entitled to the said Manors and other Hereditaments in reversion or remainder immediately expectant on the Determination of the said Term, to and for his and their own Use and Benefit; and that immediately after the Trusts of the said Term should be performed and satisfied, or should become unnecessary or incapable of taking effect, and the said *Henry Charles Howard* and *Thomas Heneage*, and each of them, their and each of their Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs and Charges (if any) to be occasioned by or relating to the Trusts thereby reposed in them as aforesaid, the same Term, as to such Manors and other Hereditaments comprised therein as should not have been sold, mortgaged, or disposed of for the Purposes aforesaid, should cease, determine, and be void to all Intents and Purposes whatsoever; and it was by the said Indenture of Release (among other things) agreed and declared, that it should be lawful for the said *William Henry*

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Francis late Lord *Petre*, at any Time or Times thereafter, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by him, and to be attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, to be signed and published by him, and attested by Three or more credible Witnesses, to charge the said Manors and other Hereditaments, or any of them, or any Parcel thereof, (but subject and without Prejudice to the levying and raising the said several annual Sums or yearly Rents of Four hundred Pounds and Two thousand Pounds, and without Prejudice to the Powers and Remedies therein provided for the Recovery thereof, and without Prejudice to any Jointure or Jointures to any after-taken Wife or Wives of the said *William Henry Francis* late Lord *Petre*, which should then be subsisting or payable, and also subject and without Prejudice to the said several Terms of Ninety-nine Years, Two hundred Years, and One thousand two hundred Years, and to the Trusts thereof,) with and for the Payment of any Sum or Sums of Money not exceeding in the whole the Principal Sum of Twenty-five thousand Pounds of lawful Money of *Great Britain*, unto any Person or Persons whomsoever, and for such Uses, Intents, and Purposes as he should think fit, and for securing the Payment of the said Principal Sum or Sums, with Interest, by the same or any other Deed or Deeds, Instrument or Instruments in Writing, so sealed and delivered as aforesaid, or by such last Will as aforesaid, to limit or create any Term or Number of Years whatsoever, without Impeachment of Waste, so as the Estate to be granted by any such Demise or Demises by way of Mortgage (subject and without Prejudice as aforesaid) of the Premises so to be charged, or any Part or Parcel thereof, or any Term or Number of Years whatsoever, were made redeemable on Payment of the said Sum of Twenty-five thousand Pounds, or so much thereof as should be so charged by virtue of the Power now in recital, and the Interest thereof, by the Person or Persons who for the Time being should be entitled to the Freehold and Inheritance of the Premises so to be demised, and so as the said *William Henry Francis* late Lord *Petre* did keep down during his Life the Interest of the Sum or Sums of Money which should be so charged by him by virtue of the same Power, or did covenant and agree so to do by some Deed or Deeds, Instrument or Instruments, so sealed and delivered by him as aforesaid; and it was by the said Indenture of Release also agreed and declared, that if the said *Frances Bedingfeld* should depart this Life in the Lifetime of the said *William Henry Francis* late Lord *Petre*, leaving any Son or Sons by the said *William Henry Francis* late Lord *Petre* living at the Time of her Decease, or any Heir Male of such Son or Sons, then and in such Case it should be lawful for the said *William Henry Francis* late Lord *Petre*, before or after his Marriage with any Woman or Women whom he should marry after the Decease of the said *Frances Bedingfeld*, by any Deed or Deeds,
Writing

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Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing to be by him signed and published in the Presence of and attested by Three or more credible Witnesses (but subject nevertheless and without Prejudice to the said several Terms of Two hundred Years and One thousand two hundred Years, and the Trusts thereof), to limit or appoint unto or to the Use of any such Woman or Women, for her or their Life or Lives, and for her or their Jointure or Jointures, and in bar or without being in bar of her or their Dower, any annual Sum or yearly Rent not exceeding for any such Woman the Sum of One thousand five hundred Pounds, and the annual Sum or Sums so to be charged to be Tax-free and without any Deduction whatsoever, to be issuing out of and charged and chargeable upon all or any Part or Parts of the said Manors and other Hereditaments, and to limit or appoint to the Woman or Women to whom any such annual Sum or yearly Rent should be appointed as aforesaid usual Powers of Distress and Entry and Detention of Possession, and Perception of Rents and Profits, for recovering the said annual Sum or yearly Rent when in arrear, and all Costs and Expenses occasioned by the Nonpayment thereof, as to him the said *William Henry Francis* late Lord *Petre* should seem meet, and to limit and appoint (but subject and without Prejudice as aforesaid) all or any of the Hereditaments so to be charged as lastly herein-before is mentioned to any Person or Persons, his or their Executors, Administrators, or Assigns, for any Term or Terms of Years, for better securing the due Payment thereof, to take effect immediately after the Death of the said *William Henry Francis* late Lord *Petre* as to him should seem meet, so as such Term or Terms of Years was or were made determinable on the ceasing of the Rentcharges thereby secured, and the Payment of all Arrears thereof, and all Costs, Charges, and Expenses occasioned by the Nonpayment thereof; and it was by the said Indenture of Release also agreed and declared, that if the said *Frances Bedingfeld* should depart this Life in the Lifetime of the said *William Henry Francis* late Lord *Petre*, leaving any Son or Sons by the said *William Henry Francis* late Lord *Petre*, living at the Time of her Decease, or any Heir Male of such Son or Sons, then and in such Case it should be lawful for the said *William Henry Francis* late Lord *Petre*, either before or after his Marriage with any Woman or Women whom he should marry after the Decease of the said *Frances Bedingfeld*, leaving such Issue Male as aforesaid, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses (but subject and without Prejudice to the said several Terms of Two hundred Years and Twelve hundred

The Petre Estate Act, 1854.

hundred Years, and the Trusts of the same respectively), to subject and charge all or any Part of the said Manors and other Hereditaments to and with the Payment of any Sum or Sums of Money for the Portion or Portions of the Child or Children of him the said *William Henry Francis* late Lord *Petre* by any Woman or Women with whom he might intermarry, with any Sum of Money not exceeding in the whole the Sum of Twenty thousand Pounds, to be paid to or shared or divided between or among such One or more of the said Child or Children respectively in such Shares and Proportions, and to be an Interest or Interests vested in or to be paid to him, her, or them respectively on or at such Ages, Days, or Times, and to be attended with such Rights or Benefits of Survivorship or Accruer between or among them, and with such Provisions for their respective Maintenance and Education, and generally to be applied for their or any of their Benefit in such Manner as the said *William Henry Francis* late Lord *Petre* should by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and 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 attested by Three or more credible Witnesses, direct and appoint; and that for the Purpose of raising such Portion or Portions, and Interest for the same respectively, it should be lawful for the said *William Henry Francis* late Lord *Petre*, by the same or any other Deed or Deeds, or Instrument or Instruments in Writing, so sealed, delivered, and attested as aforesaid, or by his last Will and Testament in Writing, so to be by him signed and published and attested as aforesaid (but subject and without Prejudice as last herein-before is mentioned), to limit or appoint all or any Part of the said Manors and other Hereditaments so to be charged as last herein-before is mentioned, with their Rights, Members, and Appurtenances, to any Person or Persons whomsoever, for any Term or Number of Years whatsoever, without Impeachment of Waste, upon trust to raise the Money so to be charged, and the Interest thereof, by the usual Ways or Means, or by way of Mortgage, so that the Estate or Estates so to be limited or appointed were made to cease or were made redeemable on full Payment of the same Sum or Sums of Money to be charged, and the Interest thereof, by the Person or Persons who for the Time being should be entitled to the Freehold and Inheritance of the Premises so to be limited and appointed; and in the said Indenture of Release is contained a Power enabling the said Sir *George William Jerningham* and Sir *John Throckmorton*, and the Survivor of them, and the Executors or Administrators of such Survivor, by the Direction of the said *William Henry Francis* late Lord *Petre*, to be testified as therein mentioned, to sell or exchange all or any of the Manors and other Hereditaments therein comprised and settled as aforesaid, with Liberty
to

The Petre Estate Act, 1854.

to give or receive any Money for Equality of Exchange, and a Declaration and Agreement that the clear Money to arise by any such Sale or Exchange should be reinvested in the Purchase of other Lands and Hereditaments, and that as well the Lands and Hereditaments which should be so purchased, as also those which should be so received in Exchange, should be conveyed to, for, and upon the same Uses, Trusts, Intents, and Purposes, and under and subject to the same Powers and Provisoes, as by the said Indenture of Release were limited, declared, and contained of and concerning the Manors and other Hereditaments thereby settled as aforesaid, or such of the same Uses, Trusts, Intents, and Purposes as should for the Time being be subsisting or capable of taking effect: And whereas the said Sir *John Throckmorton* departed this Life on or about the Third Day of *January* One thousand eight hundred and nineteen, and thereupon the Powers by the herein-before recited Indenture of Release and Settlement limited to the said Sir *George William Jerningham* and Sir *John Throckmorton* jointly became vested in the said Sir *George William Jerningham* alone by Survivorship: And whereas by an Indenture dated the Fourteenth Day of *May* One thousand eight hundred and seventeen, and made between the said *William Henry Francis* late Lord *Petre* of the one Part, and *Thomas Wright* and *John Wright*, Bankers, of the other Part, in consideration of the Sum of Twenty thousand Pounds to the said *William Henry Francis* late Lord *Petre* paid by the said *Thomas Wright* and *John Wright*, he the said *William Henry Francis* late Lord *Petre*, in exercise of the Powers in that Behalf limited to him by the said firstly-recited Settlement as aforesaid, and subject as in the said Settlement is mentioned, did charge Part of the Hereditaments comprised in the said firstly-recited Settlement with the Sum of Twenty thousand Pounds, to be paid, with Interest for the same, unto the said *Thomas Wright* and *John Wright*, their Executors, Administrators, and Assigns, and did limit and appoint the Hereditaments so charged to the said *Thomas Wright* and *John Wright*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, to be computed from the Day next before the Date of the Indenture now in recital, without Impeachment of Waste, subject to a Proviso for the Redemption of the same Hereditaments on Payment by the said *William Henry Francis* late Lord *Petre*, or other the Person or Persons entitled to the Freehold and Inheritance of the same Hereditaments, to the said *Thomas Wright* and *John Wright*, their Executors, Administrators, or Assigns, of the Sum of Twenty thousand Pounds, and Interest for the same; and by the Indenture now in recital the said *William Henry Francis* late Lord *Petre* covenanted for the Payment of the said Sum of Twenty thousand Pounds and the Interest thereof: And whereas by Indentures of Lease and Appointment and Release, dated respectively the Fourteenth and Fifteenth Days of *November* One thousand eight hundred and twenty-one, the Indenture of Appointment and Release being made between

Death of
Sir John
Throck-
morton.

Indenture of
Appoint-
ment, dated
the 14th
May 1817.

Indentures of
Lease and
Appoint-
ment and
Release,
dated 14th
and 15th
Nov. 1821.

[*Private.*]

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The Petre Estate Act, 1854.

the said Sir *George William Jerningham* of the First Part, the said *William Henry Francis* late Lord *Petre* of the Second Part, *Thomas Wood* Gentleman of the Third Part, and *Joseph Cornell* Farmer of the Fourth Part, all that Messuage or Tenement and Farmhouse, with all and every the Barns, Buildings, Windmill, and Hereditaments, with the Lands and Grounds belonging thereto, containing by Estimation Twenty-four Acres, were the same more or less, called or known by the Name of *Mill Lands* otherwise *Bumpards*, or by whatsoever other Name or Names the same were or had been called or known, situate, lying, and being in the Parish of *Great Bursted* aforesaid, and then in the Occupation of the said *Thomas Wood*, his Assigns or Under-tenants, and also all those Two Closes, Pieces, or Parcels of Land, containing by Estimation Six Acres, were the same more or less, situate, lying, and being at or near *Tye Common* in the Parish of *Great Bursted* aforesaid, and then in the Occupation of the said *Thomas Wood*, his Assigns or Under-tenants (which said Hereditaments were Part of the Hereditaments comprised in the said firstly-recited Settlement), were, under the Power in that Behalf contained in the said firstly-recited Settlement, assured by the said Sir *George William Jerningham*, with the Consent of the said *William Henry Francis* late Lord *Petre*, unto and to the Use of the said *Joseph Cornell*, his Heirs and Assigns, by way of Exchange for the Hereditaments next herein-after described, which were conveyed by the said *Joseph Cornell* and *Thomas Wood*, as herein-after mentioned, and the Sum of Seven hundred and fifty Pounds paid by the said *Thomas Wood* to the said Sir *George William Jerningham*, as in the Indenture now in recital mentioned, by way of Equality of Exchange; and by the same Indenture, and Lease for a Year on which the same was grounded, all that Messuage or Tenement, with the Houses, Out-houses, Barns, Stables, Edifices, and Buildings thereto belonging, and also all those Three Crofts of Land called or known by the Name of *Wonts Croft*, or by whatsoever other Name or Names the same was called or known, containing by Estimation Six Acres, more or less, all which said Premises were situate, lying, and being in *Childerditch* in the said County of *Essex*, and were formerly in the Occupation of *John Hills* deceased, abutting upon a Lane called *Dunning's Lane* upon the West, and upon *Bushy Crofts*, theretofore called *King's Lands*, upon the East, upon the Lands of *Tillingham Hall* on the South, and upon other of the said Lands called *King's Lands* on the North, and also all those Three Closes of Arable Land, Meadow, Pasture, Woods, and Woody Land, with the Appurtenances, situate, lying, and being in *Childerditch* aforesaid, and then and with the said Messuage or Tenement then and for many Years then past held, used, and occupied, called or known by the Name or Names of *King's Land* and *Hare Street* otherwise *Bushy Crofts*, or by what other Name or Names the same were called or known, containing by Estimation Forty Acres or thereabouts, more or less, all which

said

The Petre Estate Act, 1854.

said Premises were theretofore in the Tenure or Occupation of *Edward Bones*, since of the said *Thomas Wood*, and then of *William Cross*, his Under-tenants or Assigns, were conveyed by the said *Joseph Cornell* and *Thomas Wood* unto the said *Sir George William Jerningham*, his Heirs and Assigns, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Agreements by and in the said firstly-recited Settlement expressed and contained concerning the Hereditaments by the said Indentures now in recital conveyed by the said *Sir George William Jerningham* by way of Exchange as aforesaid, and which immediately before the sealing of said Indenture of Appointment and Release now in recital were subsisting and capable of taking effect, in Exchange, together with the said Sum of Seven hundred and fifty Pounds so by the said *Thomas Wood* to the said *Sir George William Jerningham* paid, as therein and herein-before mentioned, for the Hereditaments therein-before assured to the Use of the said *Joseph Cornell*, his Heirs and Assigns, as aforesaid: And whereas subsequently to the Date of the lastly herein-before recited Indentures the said *Sir George William Jerningham* became *Baron Stafford*: And whereas the said *Frances Lady Petre* departed this Life in the Month of *January* One thousand eight hundred and twenty-two, leaving Issue by the said *William Henry Francis*, late *Lord Petre*, Four Children only, (that is to say,) the Right Honourable *William Bernard* now *Lord Petre* (then the Honourable *William Bernard Petre*), their eldest Son, and the Honourable *Mary Agnes* now the Wife of *James Alexander Douglas* Esquire (then the Honourable *Mary Agnes Petre* Spinster), the Honourable *Henry William Petre*, and the Honourable *Charlotte Eliza* now the Wife of *Charles Edward Petre* Esquire (then the Honourable *Charlotte Eliza Petre* Spinster), their only Children: And whereas by an Indenture of Settlement dated the Twelfth Day of *April* One thousand eight hundred and twenty-three (which, unless where otherwise distinguished, is herein-after referred to as "the said secondly-recited Settlement"), and made between the said *William Henry Francis* late *Lord Petre* of the First Part, *Henry Howard* Esquire and *Emma Agnes* now Dowager Lady *Petre* (then *Emma Agnes Howard* Spinster) of the Second Part, the Honourable *Charles Petre* and *Henry Robinson* the elder, Banker, of the Third Part, *George Petre* Esquire, and *John Wright* and *Henry Robinson* the younger, Bankers, of the Fourth Part, and *Philip Henry Howard* Esquire and *Michael Henry Blount* Esquire of the Fifth Part, in consideration of the Marriage then intended and which was shortly afterwards solemnized between the said *William Henry Francis* late *Lord Petre* and the said *Emma Agnes* Dowager Lady *Petre*, the Manors and other Hereditaments comprised in the said firstly-recited Settlement were demised by the said *William Henry Francis* late *Lord Petre* to the said *Charles Petre* and *Henry Robinson* the elder, their

Indenture of Settlement, dated 12th April 1823, herein-after referred to as the secondly-recited Settlement.

The Petre Estate Act, 1854.

their Executors, Administrators, and Assigns, for the Term of Ninety Years from thence next ensuing, if the said *William Henry Francis* late Lord *Petre* and *Emma Agnes* Dowager Lady *Petre* should jointly so long live, upon certain Trusts therein mentioned for raising the annual Sum of Two hundred Pounds for Pin Money for the said *Emma Agnes* Dowager Lady *Petre*; and by the same Indenture the said *William Henry Francis* late Lord *Petre*, under the Power of jointuring given to him by the said firstly-recited Settlement as aforesaid, did appoint to the Use of the said *Emma Agnes* Dowager Lady *Petre*, in case the said then intended Marriage should take place, and she should survive him the said *William Henry Francis* late Lord *Petre*, One annual Sum of One thousand five hundred Pounds, to be issuing out of all the Hereditaments comprised in the said firstly-recited Settlement, to hold and take the same annual Sum from the Time of the Decease of the said *William Henry Francis* late Lord *Petre* unto the said *Emma Agnes* Dowager Lady *Petre*, and her Assigns for her Life; and in the Indenture now in recital are contained the usual Powers of Distress and Entry for securing the same annual Sum; and by the same Indenture the said *William Henry Francis* late Lord *Petre*, under the Power for that Purpose given him by the said firstly-recited Settlement as aforesaid, did limit and appoint the Hereditaments so as aforesaid charged with the said annual Sum of One thousand five hundred Pounds, with their Appurtenances, unto the said *George Petre*, *John Wright*, and *Henry Robinson* the younger, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Decease of the said *William Henry Francis* late Lord *Petre*, upon the Trusts thereby declared, for better securing the Payment of the same annual Sum; and by the said Indenture now in recital the said *William Henry Francis* late Lord *Petre*, in pursuance of the Power of charging Portions for his Children by a future Marriage which was given to him by the said firstly-recited Settlement as aforesaid, did charge all the said Hereditaments with the Payment (with Interest at the Rate of Four Pounds Ten Shillings *per Centum per Annum*, to be computed from the Times at which the Principal should be payable), for the Portions of the Children of the said *William Henry Francis* late Lord *Petre* by the said *Emma Agnes* Dowager Lady *Petre* (not being a Son entitled by virtue of the Limitations in the said first-recited Settlement contained to the said Hereditaments for an Estate in Tail Male in possession or in remainder immediately expectant on the Decease of the said *William Henry Francis* late Lord *Petre*), in the Event (which happened) of there being more than Four such Children, of the Sum of Twenty thousand Pounds for their Portions, to be paid to such Children at such Time or Times, and in such Parts or Shares, and with, under, and subject to such Provisoos, Conditions, and Limitations over (such Limitations over being for the Benefit of some or

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The Petre Estate Act, 1854.

One of them), as the said *William Henry Francis* late Lord *Petre*, by any Deed or Deeds, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be signed and published by him in the Presence of and attested by Three or more credible Witnesses, should direct or appoint, and for Want of such Direction or Appointment the said Sum so provided for the Portions of such Children as aforesaid to be equally divided between them, Share and Share alike, the Part or Share of such of them as should be a Son or Sons to be an Interest or Interests vested in him or them at his or their Age or respective Ages of Twenty-one Years, and the Part or Share of such of them as should be a Daughter or Daughters to be an Interest vested or Interests vested in her or them respectively at her or their Age or respective Ages of Twenty-one Years, or Day or respective Days of Marriage, which should first happen, to be paid to him, her, or them respectively at the same Ages, Days, or Times, if the same should happen after the Decease of the said *William Henry Francis* late Lord *Petre*, but if the same should happen in his Lifetime then immediately after his Decease, with a Proviso that no Child taking any Share of the said Sum of Twenty thousand Pounds under any Direction or Appointment to be made by the said *William Henry Francis* late Lord *Petre*, in pursuance of the Power thereinbefore given to him for that Purpose as aforesaid, should be entitled to any further or other Share of the unappointed Part of the same without bringing his or her appointed Share into Hotchpot, and accounting for the same accordingly, and with Benefit of Survivorship and Accruer to or between or among the other or others of them, in equal Shares, if more than One, to the Share or Shares, as well original as accruing, of any of such Children, as, being a Son or Sons, should under the Age of Twenty-one Years die or become an eldest or only Son entitled as aforesaid, or as being a Daughter or Daughters should die under that Age without having been married, nevertheless with a Provision that if only Three such Children should attain vested Interests in the said Portions nothing should entitle them to take more than Fifteen thousand Pounds, and if only Two more than Twelve thousand Pounds, and if only One more than Ten thousand Pounds; and by the said Indenture now in recital the said *William Henry Francis* late Lord *Petre*, in exercise of the Power for that Purpose given him by the said firstly-recited Settlement as aforesaid, did limit and appoint all the said Hereditaments unto the said *Philip Henry Howard* and *Michael Henry Blount*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, to be computed from the Day of the Decease of the said *William Henry Francis* late Lord *Petre*, upon the Trusts in the said Indenture now in recital declared, for raising the Sums which should become payable

[*Private.*]

The Petre Estate Act, 1854.

Indenture
dated 26th
June 1827.

for the Portions of the Children of the said *William Henry Francis* late Lord *Petre* by the said *Emma Agnes* Dowager Lady *Petre*, and such annual Sums for their Maintenance as therein mentioned: And whereas the said *Thomas Wright* departed this Life on or about the Sixth Day of *January* One thousand eight hundred and eighteen, and was buried at *Saint Pancras* in the County of *Middlesex*: And whereas by an Indenture bearing Date the Twenty-sixth Day of *June* One thousand eight hundred and twenty-seven, and made between the said *John Wright* of the First Part, the said *William Henry Francis* late Lord *Petre* of the Second Part, and *Thomas Hamilton* Gentleman of the Third Part, in consideration of the Payment by the said *William Henry Francis* late Lord *Petre* to the said *John Wright* of the Sum of Twenty thousand Pounds, in discharge of the Principal Money secured by the said Indenture of the Fourteenth Day of *May* One thousand eight hundred and seventeen, and of all Interest accrued in respect thereof, the Hereditaments comprised in the said Term of One thousand five hundred Years which was created by the said Indenture of the Fourteenth Day of *May* One thousand eight hundred and seventeen were transferred by the said *John Wright*, under the Direction of the said *William Henry Francis* late Lord *Petre*, to the said *Thomas Hamilton*, his Executors, Administrators, and Assigns, in trust for such Person or Persons as the said *William Henry Francis* late Lord *Petre* should appoint, and in default of such Appointment in trust to attend the Inheritance of the said Hereditaments: And whereas the said *George Petre* departed this Life on or about the Eighth Day of *April* One thousand eight hundred and twenty-nine, and was buried at *Blackburn* in the County Palatine of *Lancaster*: And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-third and Twenty-fourth Days of *January* One thousand eight hundred and thirty-four, the Indenture of Release being made between *Thomas Addy* of the First Part, the said *William Henry Francis* late Lord *Petre* of the Second Part, the said *George William Lord Stafford* of the Third Part, *Francis Knipe* of the Fourth Part, and *Robert Few* of the Fifth Part, in consideration of the Sum of Three hundred Pounds paid by the said *George William Lord Stafford*, as expressed in the said last-mentioned Indenture of Release, out of the said Sum of Seven hundred and fifty Pounds received by him for Equality of Exchange as aforesaid, all that the Meadow called *Farm Mead*, containing by Estimation Four Acres, more or less, situate, lying, and being in the Parish of *Writtle* aforesaid, formerly in the Occupation of *John Green* or his Assigns, since of *Charles Jones*, and then or then late of *John Perry*, together with the Two Cottages or Tenements then lately erected on some Part of the said Meadow, and then or then late in the respective Occupations of *Thomas Lodge* and *Hatley*, were assured to the Uses of the said firstly-recited Settlement then subsisting or capable of taking effect; and by

Indentures
dated 23d
and 24th
Jan. 1834,
and 26th and
27th Feb.
1835.

Indentures

The Petre Estate Act, 1854.

Indentures of Lease and Release bearing Date respectively the Twenty-sixth and Twenty-seventh Days of *February* One thousand eight hundred and thirty-five, the Indenture of Release being made between *William Plum* of the First Part, the said *William Henry Francis* late Lord *Petre* of the Second Part, and the said *George William Lord Stafford* of the Third Part, in consideration of the Sum of One hundred Pounds paid by the said *George William Lord Stafford*, as expressed in the said last-mentioned Indenture of Release, also out of the said Sum of Seven hundred and fifty Pounds, all that Close, Piece, or Parcel of Meadow Land and Pasture Ground called *Brook Mead*, containing by Estimation Two Acres and a Half, more or less, situate, lying, and being at a Place called *High Wood* in the Parish of *Writtle* aforesaid, adjoining in part upon Lands belonging to a Farm called *Fithlers*, and in part upon the Road leading from *Writtle* to *High Wood* aforesaid, as the same was theretofore in the Occupation of *Joseph Bird*, then late of *Isaac Humphrey* or his Assigns, and afterwards of *William Plum* or his Assigns, were assured to the Uses of the said firstly-recited Settlement then subsisting or capable of taking effect: And whereas by Indentures of Lease and Release bearing Date respectively the Tenth and Eleventh Days of *October* One thousand eight hundred and thirty-four, the Indenture of Release being made between *Robert Pain* of the First Part, *Elizabeth Tracie* of the Second Part, *Elizabeth Willson* and *Robert Woolsey Larcher* of the Third Part, and the said *William Henry Francis* late Lord *Petre* of the Fourth Part, all that Tenement or Cottage, with the Outbuildings and Piece or Parcel of Land or Ground thereunto belonging, containing by Admeasurement One Rood and Twelve Perches, lying on the North Side of a certain Common called *Ingrave Common*, and on the Side of the King's Highway leading from *Brentwood* to *Tilbury Fort*, and adjoining on the West to a Toft or Parcel of Land sometime since sold and conveyed by the said *Robert Pain* to the said *William Henry Francis* late Lord *Petre*, as the same Premises were situate, lying, and being in *Ingrave* aforesaid, and were then or late were in the Tenure or Occupation of the said *Robert Pain* or his Assigns, were assured to Uses commensurate with the Inheritance in Fee Simple in favour of the said *William Henry Francis* late Lord *Petre*, his Heirs, Appointees, and Assigns; and by Indentures of Lease and Release bearing Date respectively the Eleventh and Twelfth Days of *April* One thousand eight hundred and thirty-six, the Indenture of Release being made between *William Coe* of the First Part, *Susan Risby* of the Second Part, the said *William Henry Francis* late Lord *Petre* of the Third Part, and *Charles Few* of the Fourth Part, all those Three Fields or Closes of Land called by the Name of *Slythe* alias *Park Croft Fields*, or by what other Name or Names soever the same were called or known, situate and being in *Writtle* aforesaid, and abutting on the King's Highway

Indentures dated the 10th and 11th Oct. 1834, and 11th and 12th April 1836.

The Petre Estate Act, 1854.

Indenture
dated 24th
Oct. 1838.

Highway leading from *Norton Heath* towards *Chelmsford*, formerly computed to contain Eleven Acres, more or less, but by a then recent Survey and Admeasurement found to contain Twelve Acres, more or less, then or then late in the Tenure or Occupation of *Samuel Reeve*, were assured to Uses commensurate with the Inheritance in Fee Simple in favour of the said *William Henry Francis* late Lord *Petre*, his Heirs, Appointees, and Assigns: And whereas by an Indenture dated the Twenty-fourth Day of *October* One thousand eight hundred and thirty-eight, and made between the said *Mary Agnes* now the Wife of the said *James Alexander Douglas* (then the Honourable *Mary Agnes Petre* Spinster, and of the Age of Twenty-one Years and upwards) of the First Part, the said *James Alexander Douglas* of the Second Part, the said *William Henry Francis* late Lord *Petre* of the Third Part, and the Honourable *Francis Petre* of the Fourth Part, in consideration of Six thousand Pounds secured by the said *William Henry Francis* late Lord *Petre* as the Marriage Portion of the said *Mary Agnes* now the Wife of the said *James Alexander Douglas*, in contemplation of her Marriage with him, as mentioned in the Indenture now in recital, she the said *Mary Agnes Douglas*, at the Request of the said *William Henry Francis* late Lord *Petre*, and with the Privity of the said *James Alexander Douglas*, testified by their respectively executing the Indenture now in recital, did assign unto the said *Francis Petre*, his Executors, Administrators, and Assigns, all such Sum or Sums, to the Extent of Six thousand Pounds, as, in default of Appointment by the said *William Henry Francis* late Lord *Petre*, under the Power given to him by the said firstly-recited Settlement, the said *Mary Agnes Douglas*, or any Person or Persons claiming in her Right or through her, was and might have become entitled to under the Trusts of the Term of One thousand two hundred Years limited by the said firstly-recited Settlement as aforesaid, and all her Right, Title, Interest, Charge, Claim, and Demand, in and to the same, to hold the same unto the said *Francis Petre*, his Executors, Administrators, and Assigns, in trust for the said *Mary Agnes Douglas* until the Solemnization of the Marriage then intended between her and the said *James Alexander Douglas*, and which was shortly afterwards duly solemnized, and from and after the Solemnization thereof in trust for the said *William Henry Francis* late Lord *Petre*, his Executors, Administrators, and Assigns, and so that the same might not be extinguished, but might be kept on foot for him and them: And whereas at the Date of the Indenture of the Twentieth Day of *June* One thousand eight hundred and thirty-nine, next herein-after recited, the Children herein-after named, Issue of the Marriage between the said *William Henry Francis* late Lord *Petre* and *Emma Agnes* Dowager Lady *Petre*, were living, (that is to say,) the Honourable *Frederick Charles Edmund Petre*, the Honourable *Arthur Charles Augustus Petre*,

The Petre Estate Act, 1854.

Petre, the Honourable *Edmund George Petre*, the Honourable *Albert Henry Petre*, and the Honourable *Agnes Louisa Catherine Petre*, there having theretofore been Issue of such Marriage only Three other Children, all of whom died in their Infancy and unmarried: And whereas by an Indenture of Release and Settlement bearing Date the Twentieth Day of *June* One thousand eight hundred and thirty-nine (which, unless where otherwise distinguished, is herein-after referred to as "the said thirdly-recited Settlement,") being founded, so far as the same operated as a Release, on a Bargain and Sale or a Lease for a Year bearing Date the preceding Day, and therewith enrolled in the High Court of Chancery on the Twenty-seventh Day of *June* One thousand eight hundred and thirty-nine, and being made between the said *William Henry Francis* late Lord *Petre* of the First Part, the said *William Bernard* Lord *Petre* (then the Honourable *William Bernard Petre*), the eldest Son of the said *William Henry Francis* late Lord *Petre* by the said *Frances* Lady *Petre* his First Wife, then deceased, of the Second Part, and the said *Philip Henry Howard* and *James Alexander Douglas* of the Third Part, for docking and extinguishing all Estates in Tail Male and in Tail of him the said *William Bernard* Lord *Petre*, and all Estates, Rights, and Interests to take effect on the Determination of such Estates in Tail Male or in Tail of and in the Manors and Hereditaments first therein-after particularly described, and thereby granted and released, with their Appurtenances, and for assuring the same Premises to the Uses and upon the Trusts therein-after declared concerning the same, the said *William Bernard* Lord *Petre*, with the Consent and Approbation of the said *William Henry Francis* late Lord *Petre*, as Protector of the Settlement of the said settled Estates, testified by his being a Party to and executing the Indenture now in recital, and by virtue and in pursuance of the Powers in that Behalf enabling him by force of the Act of Parliament made and passed in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance*, did grant and release, and the said *William Henry Francis* late Lord *Petre* did also grant and release, unto the said *Philip Henry Howard* and *James Alexander Douglas*, and to their Heirs, all and singular the Manors or Lordships, Capital and other Messuages, Parks, Farms, Lands, Rents, Tithes, Advowsons, Rectories, Rights of Patronage and Presentation of and to Churches, Tenements, and all other Hereditaments whatsoever which were comprised in and granted and released by the said firstly-recited Settlement (except all such Parts of the said Hereditaments and Premises as by Exchange, Sale, or otherwise had ceased to be subject to the Uses and Trusts of the said firstly-recited Settlement), and also all and singular the Messuages, Farms, Lands, Tenements, and other Hereditaments

Indenture of Settlement dated the 20th June 1839, referred to as the thirdly-recited Settlement.

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whatsoever, or wheresoever situate, lying, and being, in the said County of *Essex* or elsewhere, which by virtue of the herein-before-recited Exchange and the herein-before recited Indentures of Release of the Twenty-fourth Day of *January* (by Mistake referred to in the Indenture now in recital as bearing Date the Twenty-fourth Day of *June*) One thousand eight hundred and thirty-four and the Twenty-seventh Day of *February* One thousand eight hundred and thirty-five, or by virtue of any Inclosure Act or Acts, or by Purchase, Exchange, Allotment, Substitution, or otherwise howsoever, were then at Law or in Equity subject to or holden upon the Uses, Trusts, Powers, Limitations, and Declarations declared and contained in the said firstly-recited Settlement concerning the Hereditaments therein actually comprised, or such of the same Uses, Trusts, Powers, Provisoos, Limitations, and Declarations as were then subsisting and capable of taking effect, with the Appurtenances, to hold the same (subject and without Prejudice to the Power of jointuring and charging with Portions, so far as the same were exerciseable, and the Powers of Leasing, Sale, and Exchange, and of appointing new Trustees, contained in the said firstly-recited Settlement, and also to the Power to the said *William Henry Francis* late Lord *Petre* contained in the same Settlement of charging the said Hereditaments with the Sum of Five thousand Pounds, Part of the said Sum of Twenty-five thousand Pounds therein and herein-before mentioned, all which Powers were intended to be by the Indenture now in recital confirmed, and also subject to the Term of One thousand two hundred Years limited by the said firstly-recited Settlement as aforesaid, and the Trusts thereof, and also subject and without Prejudice to the Pin Money and Jointure of the said *Emma Agnes* now Dowager Lady *Petre* under and to the Terms of One hundred Years and Two thousand Years limited by the said secondly-recited Settlement as aforesaid, and the Trusts of the same Terms,) unto the said *Philip Henry Howard* and *James Alexander Douglas*, and their Heirs, nevertheless to such Uses, upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as were by the said Indenture of Release now in recital expressed and contained, and which are herein-after mentioned or referred to, of and concerning the same; and by the Indenture now in recital the said *William Henry Francis* late Lord *Petre* assured the Hereditaments comprised in the herein-before recited Indentures of the Tenth and Eleventh Days of *October* One thousand eight hundred and thirty-four and Eleventh and Twelfth Days of *April* One thousand eight hundred and thirty-six respectively, with the Appurtenances, unto the said *Philip Henry Howard* and *James Alexander Douglas*, their Heirs and Assigns, to such Uses, upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements, as were, by the said Indenture of Release now in recital expressed

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expressed and contained, and which are herein-after mentioned or referred to, and of and concerning the same; and by the said Indenture of Release now in recital it was agreed and declared that all the Hereditaments by the same Indenture granted and released unto the said *Philip Henry Howard* and *James Alexander Douglas*, their Heirs and Assigns, as aforesaid, should go, remain, and be (subject only as aforesaid) to the Use of such Person or Persons, and for such Estate and Estates, and upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Charges, Limitations, Directions, Declarations, and Agreements, and in such Manner and Form in all respects, as they the said *William Henry Francis* late Lord *Petre* and *William Bernard* Lord *Petre*, at any Time or Times, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, should jointly direct, limit, or appoint, and in default of and until any such joint Direction, Limitation, or Appointment, and so far as any such joint Direction, Limitation, or Appointment, if incomplete, should not extend, to the Use of the said *William Henry Francis* late Lord *Petre*, and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Philip Henry Howard* and *James Alexander Douglas*, their Heirs and Assigns, during the Life of the said *William Henry Francis* late Lord *Petre*, in trust for him, and to preserve the contingent Remainders with Remainder to the Use of such Person or Persons, and for such Estate and Estates, and upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Charges, Limitations, Directions, Declarations, and Agreements, and in such Manner and Form in all respects, as the said *William Bernard* Lord *Petre* should, after the Decease of the said *William Henry Francis* late Lord *Petre*, by any Deed or Deeds, Instrument or Instruments in Writing, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, direct, limit or appoint, devise or declare, and in default of and until any such Direction, Limitation, or Appointment, Devise or Declaration, and so far as any such Direction, Limitation, or Appointment, Devise or Declaration, if incomplete, should not extend, to the Use of the said *William Bernard* Lord *Petre* and his Assigns during his Life, without Impeachment of Waste with Remainder to the Use of the said *Philip Henry Howard* and *James Alexander Douglas*, their Heirs and Assigns, during the Life of the said *William Bernard* Lord *Petre*, in trust for him, and to preserve the contingent Remainders, with Remainder to the Use of the First and every other Son of the said *William Bernard* Lord *Petre*, severally and successively, according to Seniority in Tail Male, with Remainder to
Uses

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Indenture
dated 5th of
June 1842.

Uses in favour of the other Sons of the said *William Henry Francis* late Lord *Petre*, and the Issue Male of such Sons, in strict Settlement, with the ultimate Remainders to the Use of the right Heirs of the said *William Bernard* Lord *Petre* for ever; and in the Indenture now in recital is contained, among others, a Power enabling the Person entitled for the First Estate of Freehold under the said Indenture, if of full Age, and his Guardian or Guardians for the Time being, if a Minor, to lease all or any of the said Hereditaments for any Term or Number of Years not exceeding Twenty-one Years in possession, at the best Rent, and also Powers of Sale and Exchange and of appointing new Trustees, but the said Indenture contained no other Power of leasing than that herein-before mentioned; and by the Indenture now in recital the Sum of Twenty thousand Pounds, therein mentioned, was transferred to the said *Philip Henry Howard* and *James Alexander Douglas*, their Executors, Administrators, and Assigns, in trust for the said *William Henry Francis* late Lord *Petre*, his Executors, Administrators, and Assigns, in satisfaction of the Sum of Twenty thousand Pounds which was paid by him as herein-before is mentioned; and by the said Indenture of the Twenty-sixth Day of *June* One thousand eight hundred and twenty-seven transferred to the said *Thomas Hamilton*, in trust for such Person or Persons as he the said *William Henry Francis* late Lord *Petre* should appoint, and in default thereof in trust to attend the Inheritance, as herein-before is also mentioned: And whereas by an Indenture dated the Fifth Day of *June* One thousand eight hundred and forty-two, and made between the said *William Henry Francis* late Lord *Petre* of the First Part, the said *Henry William Petre* (who had then attained the Age of Twenty-one Years) of the Second Part, and the said *Henry Charles Howard* (then Duke of *Norfolk*) and *Thomas Heneage* of the Third Part, after reciting the said firstly herein-before recited Settlement, and the Death of the said *Frances Lady Petre*, and the Facts as to the Children of the Marriage of the said *William Henry Francis* late Lord *Petre* and *Frances Lady Petre*, or as to the Effect herein-before recited, and that the said *William Henry Francis* late Lord *Petre*, in contemplation of the Marriage then intended between the said *Henry William Petre* and *Ellen Walmsley* Spinster, had agreed to appoint to the said *Henry William Petre* the Sum of Five thousand Pounds in full Satisfaction of the Portion of him the said *Henry William Petre* under the said firstly-recited Settlement, and that the said *William Henry Francis* late Lord *Petre* had agreed to pay the said Portion of Five thousand Pounds to the said *Henry William Petre*, and that he was desirous that the Estates charged with the said Portions should be wholly released therefrom, it was witnessed, that, pursuant to and by force and virtue of and in part Exercise and Execution of the Power or Authority in that Behalf limited by the said firstly-recited Settlement, and of all other Powers enabling him in that Behalf, the said *William Henry Francis* late Lord *Petre* did by the Indenture now in recital, executed and attested as required by the
said

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said Power, direct and appoint that the Sum of Five thousand Pounds, Part of the Sum of Fifteen thousand Pounds raiseable for Portions on the Decease of the said *William Henry Francis* late Lord *Petre*, under the Trusts of the said Term of One thousand two hundred Years, created by the said firstly-recited Settlement, should be in trust for the said *Henry William Petre*, his Executors, Administrators, and Assigns, in full of his Portion under the same Indenture; and after reciting that in pursuance of the aforesaid Agreement in that respect the said *William Henry Francis* late Lord *Petre* had paid to the said *Henry William Petre* the Sum of Five thousand Pounds, which he the said *Henry William Petre* did thereby acknowledge, it was by the Indenture now in recital further witnessed, that in consideration of the said Payment to him the said *Henry William Petre* of the said Sum of Five thousand Pounds, he the said *Henry William Petre*, at the Request of the said *William Henry Francis* late Lord *Petre* testified by his executing the Indenture now in recital, did remise and release unto him the said *William Henry Francis* late Lord *Petre*, and also to the said Duke of *Norfolk* and *Thomas Heneage*, as Trustees as aforesaid, their Executors, Administrators, and Assigns, all that the Sum of Five thousand Pounds therein-before appointed to him the said *Henry William Petre* as aforesaid, and all his Interest, Right, Title, Charge, Claim, and Demand in and to the same, to the Intent that the same Sum of Five thousand Pounds, and all Charge in respect thereof, might for ever be extinguished, and the Hereditaments comprised in the said Term of Twelve hundred Years might for ever be discharged from the same Sum of Five thousand Pounds: And whereas by an Indenture bearing Date the Fourth Day of *July* One thousand eight hundred and forty-three, and made between *Samuel Hutton* Husbandman of the First Part, the said *William Henry Francis* late Lord *Petre* of the Second Part, the said *William Bernard* Lord *Petre* (then the Honourable *William Bernard Petre*) of the Third Part, and the said *Philip Henry Howard* and *James Alexander Douglas* of the Fourth Part, for the Considerations therein expressed, all that Messuage or Tenement, formerly Two Messuages or Tenements, and Three Acres of Meadow Land, were the same more or less, to the same belonging, situate in the Parish of *Childerditch* aforesaid, lying between Lands called *Ladywell Crofts* on the East, and the Queen's Highway leading from *Childerditch* aforesaid to *Butt's Farm* on the West, and the Lands called *Smite Pennys* on the North, then in the Occupation of the said *William Henry Francis* late Lord *Petre*, were assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations to, upon, for, with, under, and subject to which the Hereditaments comprised in the said thirdly-recited Settlement were thereby limited and assured: And whereas by a Deed Poll dated the Twenty-fifth Day of *September* One thousand eight

Indenture
dated 4th
July 1843.

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der dated

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*The Petre Estate Act, 1854.*25th Sept.
1843.

hundred and forty-three, and under the Hands and Seals of the said *William Henry Francis* late Lord *Petre* and *William Bernard* Lord *Petre* (then the Honourable *William Bernard Petre*), and Two Surrenders in conformity therewith, respectively bearing even Date with the said Deed Poll, for the Considerations in such Surrender expressed, all that Messuage or Tenement, with the Lands thereunto adjoining, or therewith held and enjoyed, called *Stone Ridden*, situate in the Hamlet of *Orsett* near *Stock* in the said County of *Essex*, containing Twenty-nine Acres and Twelve Perches, more or less, formerly in the Tenure or Occupation of *Daniel Norden*, and then or then lately partly occupied by *Robert Surrey* and partly by *Joseph Farrow*, being lately Parcel of the said Manor of *Crondon* in the said County of *Essex*, and also all that Piece or Parcel of Land formerly Part of the Waste Ground of the Manor of *East West Hanningfield* in the said County of *Essex*, called *Calves Common*, containing Four Acres Two Roods Twenty-eight Perches, little more or less, situate in *West Hanningfield* aforesaid, bounded on the South by a Road Thirty Feet wide, and on the North-east by a Road leading from *Galley Wood Common* to *Stock*, and lying within the Manor of *East West Hanningfield* aforesaid, then or then late in the Occupation of the said *Joseph Farrow*, were surrendered and assured to the Use of the said *William Henry Francis* late Lord *Petre*, his Heirs and Assigns, in order and to the Intent that the Copyhold or Customary Tenure of the same Messuage or Tenement, Lands and Hereditaments, might be merged and extinguished, and that the same might become consolidated with and pass as Parcel of the said respective Manors, of which the same were respectively then lately holden by Copies of Court Roll: And whereas by an Indenture dated the Twenty-fifth Day of *September* One thousand eight hundred and forty-three (which, unless when otherwise distinguished, is herein-after referred to as "the said fourthly recited Settlement") and made between the said *William Henry Francis* late Lord *Petre* of the First Part, the said *William Bernard* Lord *Petre* (then the Honourable *William Bernard Petre*) of the Second Part, *Mary Teresa* Lady *Petre* (then *Mary Teresa Clifford* Spinster, the eldest Daughter of the Honourable *Charles Thomas Clifford* of *Irnham Hall* in the County of *Lincoln*,) of the Third Part, the said *Charles Thomas Clifford*, as the Father and Guardian of the said *Mary Teresa* Lady *Petre*, of the Fourth Part, *Sir Henry Paston Bedingfeld* Baronet and the Honourable *Charles Langdale* of the Fifth Part, the said *Francis Petre* and *William Constable Maxwell* Esquire of the Sixth Part, the Right Honourable *Henry Valentine* Lord *Stafford* (then the Honourable *Henry Valentine Stafford Jerningham*, and eldest Son of the said *George William* Lord *Stafford*), and the Honourable *Charles Stourton*, eldest Son of the Right Honourable *William* Lord *Stourton*, of the Seventh Part, (being the Settlement executed previously to and in contemplation of the Marriage which was then intended and shortly afterwards duly solemnized between the

Indenture dated 25th Sept. 1843, herein-after referred to as the fourthly-recited Settlement.

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The Petre Estate Act, 1854.

the said *William Bernard Lord Petre* and *Mary Teresa Lady Petre*,) in consideration of the said then intended Marriage, and for the other Considerations therein mentioned, the said *William Henry Francis* late Lord *Petre*, and *William Bernard Lord Petre*, in pursuance of the Power or Authority in that Behalf to them given, limited, or reserved in and by the said thirdly-recited Settlement, and by force and virtue thereof and of every other Power or Authority to them given or reserved, in them vested, or in anywise enabling them in that Behalf, did jointly direct, limit, and appoint that all and singular the Hereditaments therein-after described or referred to, and intended to be thereby released and conveyed, with the Appurtenances (save and except as was therein-after excepted), should from thenceforth go, remain, and be to, for, and upon the Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoos, Declarations, and Agreements therein-after limited, expressed, declared, and contained and herein-after mentioned of and concerning the same; and by the Indenture now in recital the said *William Henry Francis* late Lord *Petre* and *William Bernard Lord Petre* conveyed and assured all and singular the Manors or Lordships, Capital and other Messuages, Parks, Farms, Lands, Rents, Tithes, Rectories, and all other Hereditaments whatsoever which were comprised in the said thirdly-recited Settlement, or expressed and intended so to be, and also all and singular the Hereditaments comprised in the herein-before-recited Indenture of the Fourth Day of *July* One thousand eight hundred and forty-three, and the herein-before recited Deed Poll of the Twenty-fifth Day of *September* One thousand eight hundred and forty-three, and Surrenders of even Date therewith respectively, and also all and singular other the Messuages, Farms, Lands, Tenements, and other Hereditaments whatsoever, or wheresoever situate, lying, and being, in the said County of *Essex* or elsewhere, which by virtue of an Inclosure Act or Acts, or by Purchase, Exchange, Allotment, Substitution, or otherwise howsoever, were then at Law or in Equity subject to or holden upon the Uses, Trusts, Powers, Provisoos, Limitations, and Declarations limited, expressed, declared, and contained in and by the said thirdly-recited Settlement of and concerning the Hereditaments therein actually comprised, or such of the same as were then subsisting and capable of taking effect, with the Rights, Members, and Appurtenances to the said Hereditaments belonging or in anywise appertaining, save and except from and out of the Indenture now in recital, and the Release and Conveyance intended to be thereby made, all those Pieces or Parcels of Land situate and being in the several Parishes of *Ingrave*, *Shenfield*, *Mountnessing*, *Ingatestone*, and *Margaretting* in the said County of *Essex*, containing in the whole by Admeasurement Fifty-eight Acres Three Roods Twenty-three Perches, comprised or referred to in and by a certain Indenture bearing Date on or about the Twelfth Day of *June* One thousand eight hundred and thirty-eight, and made between the *Eastern Counties*

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Counties Railway Company of the First Part, the said *William Henry Francis* late Lord *Petre*, of the Second Part, the said *George William Lord Stafford* (in the said last-mentioned Indenture by Mistake called *George Lord Stafford*) of the Third Part, *Henry Bosanquet*, Sir *Robert Alexander Louis Desanges*, *William Gunston*, *Henry Luard*, and *William Tite*, therein respectively described, of the Fourth Part, and a certain Indenture endorsed thereon, bearing Date on or about the Eighth Day of *December* One thousand eight hundred and forty-one, and made between the said *William Henry Francis* late Lord *Petre* of the First Part, the said *William Bernard* Lord *Petre* of the Second Part, and the said *Eastern Counties* Railway Company of the Third Part, and which had been contracted and agreed to be sold to the said *Eastern Counties* Railway Company, and were taken possession of by the said Company, and were staked and fenced off from the other Part of the aforesaid settled Hereditaments, and were intended to be conveyed to the said Company under the Exercise of the Power of Sale contained in the said firstly-recited Settlement, or under the Exercise of some or one of the Powers contained in the said thirdly-recited Settlement, on the Payment by the said Company of the remaining Part of the Purchase Money for the same several Pieces or Parcels of Land, and which Purchase Money or any Part thereof was not intended to be made the Subject of or to be in anywise affected by the Indenture now in recital, and which said several Pieces or Parcels of Land lastly herein-before mentioned, and intended to be excepted from and out of the Indenture now in recital, and the respective Quantities thereof, were more particularly described in the Plan annexed by way of Schedule to the Indenture now in recital, and also save and except out of the Indenture now in recital, and the Release and Conveyance intended to be thereby made, all such Part and Parts of the Hereditaments comprised in the said thirdly-recited Settlement, as by Exchange, Sale, or otherwise had ceased to be subject or liable to the Uses and Trusts of the same Indenture, and also save and except out of the Indenture now in recital, and the Release and Conveyance intended to be thereby made, the Rights and Appurtenances to the said therein-before excepted Lands and Hereditaments belonging or appertaining, and also save and except out of the Indenture now in recital all and every the Advowsons and Rights of Presentation or Patronage of or to any Churches, Chapels, Livings, or other Ecclesiastical Benefices which might be or be considered as appendant or belonging to any of the Manors, Lordships, or Hereditaments in the Indenture now in recital comprised, or which otherwise might be included in or be considered as passing under the Descriptions therein-before contained or any of them, to hold the same, save and except as therein-before excepted, and subject and without Prejudice to the said Term of Ninety Years limited by the said secondly-recited Settlement for securing Pin Money for the said *Emma Agnes* Dowager Lady *Petre* during the joint Lives of her
and

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and the said *William Henry Francis* late Lord *Petre*, and also the said Jointure Rentcharge of One thousand five hundred Pounds by the same Settlement limited to the said *Emma Agnes* Dowager Lady *Petre*, and the said Term of One hundred Years, by the same Settlement limited for securing the Payment thereof, and also subject to the said Terms of One thousand two hundred Years and Two thousand Years respectively limited or created by the said firstly and secondly recited Settlements for raising Portions for Daughters and younger Sons of the said *William Henry Francis* late Lord *Petre*, as herein-before is mentioned, and subject and without Prejudice to the Powers given or reserved to the said *William Henry Francis*, late Lord *Petre* by the said firstly-recited Settlement, of jointuring and charging with Portions, so far as the same were or might be exerciseable, and also subject and without Prejudice to the said *William Henry Francis* late Lord *Petre*'s Power contained in the said lastly-mentioned Settlement of charging the said Hereditaments with the Sum of Five thousand Pounds, the remaining Part of the Sum of Twenty-five thousand Pounds therein authorized to be charged by him as aforesaid, and all which Powers were intended to be thereby confirmed, and subject to the Uses or Estates (if any) to arise from or in consequence of the Exercise of the same Powers or any of them unto the said Sir *Henry Paston Bedingfeld* and *Charles Langdale*, and their Heirs, nevertheless to, for, and upon the Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements, therein-after in part limited, expressed, declared, and contained, and herein-after mentioned of and concerning the same; (that was to say,) from and after the Solemnization of the said then intended Marriage, to the Use of the said *Francis Petre* and *William Constable Maxwell*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to be computed from the Solemnization of the said then intended Marriage, without Impeachment of Waste, upon the Trusts therein-after declared and herein-after referred to; with Remainder to the Use and Intent that the said *William Bernard* Lord *Petre* and his Assigns should, during the joint Lives of himself and the said *William Henry Francis* late Lord *Petre*, by and out of the Rents, Issues, and Profits of the said Hereditaments expressed to be thereby assured, have and take a yearly Rent or annual Sum of Three thousand Pounds, free from Taxes, and without any other Deduction (except for Property Tax), payable as therein mentioned; and to the further Use and Intent that the said *Mary Teresa* Lady *Petre* and her Assigns, in case she should survive the said *William Bernard* Lord *Petre*, should from and after his Decease during her Life have and take out of the said Rents, Issues, and Profits a yearly Rent or annual Sum of One thousand Pounds; and in case the said *Mary Teresa* Lady *Petre* should survive both the said *William Bernard*

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Lord *Petre* and the said *William Henry Francis* late Lord *Petre*, then to the further Use and Intent that the said *Mary Teresa* Lady *Petre* and her Assigns should, from and after the Decease of the Survivor of them her said then intended Husband and his said Father, thenceforth during her Life have and take out of the said Rents, Issues, and Profits a yearly Rent or annual Sum of Two thousand Pounds, in lieu of the said yearly Rent of One thousand Pounds so limited to her as aforesaid, such Rentcharge payable for the Time being to the said *Mary Teresa* Lady *Petre* to be in full for her Jointure, and to be payable as therein mentioned; and subject thereto, and to Powers and Remedies for enforcing the Payment thereof, to the Use of the said *Henry Valentine* Lord *Stafford* and *Charles Stourton*, their Executors, Administrators, and Assigns, for the Term of Two thousand one hundred Years, without Impeachment of Waste, upon the Trusts therein-after expressed and herein-after mentioned or referred to; with Remainder to the Use of the said *William Henry Francis* late Lord *Petre*, and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Sir *Henry Paston Bedingfeld* and *Charles Langdale*, and their Heirs, during the Life of the said *William Henry Francis* late Lord *Petre*, in trust for him and to support the contingent Remainders; with Remainders to the Use of the said *William Bernard* Lord *Petre* and his Assigns for his Life, without Impeachment of Waste; with Remainders to the Use of the said Sir *Henry Paston Bedingfeld* and *Charles Langdale*, and their Heirs, during the Life of the said *William Bernard* Lord *Petre*, in trust for him and to support the contingent Remainders; with Remainders to the Use of the First Son of the said *William Bernard* Lord *Petre* by the said *Mary Teresa* Lady *Petre*, in Tail Male; with Remainder to the Use of the Second and every other Son of the said *William Bernard* Lord *Petre* by the said *Mary Teresa* Lady *Petre*, severally and successively according to Seniority in Tail Male; with Remainder to, for, and upon the Uses, Trusts, Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements, in and by the said thirdly-recited Settlement declared and contained of and concerning the Hereditaments therein comprised and settled as aforesaid, or such of the same Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Declarations, and Agreements as should for the Time being be subsisting undetermined and capable of taking effect; and it was by the Indenture now in recital agreed and declared, that the said Term of Two hundred Years was thereby limited to the said *Francis Petre* and *William Constable Maxwell*, their Executors, Administrators, and Assigns, upon the Trusts therein expressed for securing the annual Sum of Two hundred Pounds by way of Pin Money for the said *Mary Teresa* Lady *Petre* during the joint Lives of herself and the said *William Henry Francis* late Lord *Petre*

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Petre and *William Bernard Lord Petre*, and in case the said *William Henry Francis* late *Lord Petre* should die in the Lifetime of both of them the said *William Bernard Lord Petre* and *Mary Teresa Lady Petre*, then an annual Sum of Three hundred Pounds by way of Pin Money during the joint Lives of herself and the said *William Bernard Lord Petre*, and also for better securing the Payment of the aforesaid annual Sums or yearly Rents of Three thousand Pounds, One thousand Pounds, and Two thousand Pounds; and it was by the Indenture now in recital also agreed and declared, that the said Term of Two thousand one hundred years was thereby limited to the said *Henry Valentine Lord Stafford* and *Charles Stourton*, their Executors, Administrators, and Assigns as aforesaid, upon trust that in case there should be One or more Child or Children of the said *William Bernard Lord Petre* by the said *Mary Teresa Lady Petre* (other than or not being an eldest or an only Son who for the Time being should be the Heir or Heir apparent of the said *William Bernard Lord Petre*), then they the said *Henry Valentine Lord Stafford* and *Charles Stourton*, or the Survivor of them, or the acting Executors or Executor or the Administrators or Administrator of such Survivor, should, after the Decease of the Survivor of them the said *William Henry Francis* late *Lord Petre* and the said *William Bernard Lord Petre*, or in the Lifetime of them or the Survivor of them, by their or his Direction, to be signified by some Writing under their or his Hands and Seals or Hand and Seal, as the Case might be, (but without Prejudice to the Charges, Terms of Years, and Powers subject to which the said Manors and other Hereditaments were therein-before assured as aforesaid, and the Trusts of the same Terms, or any Charge, Estate, or Interest which might be created under the same Powers, and also without Prejudice to the yearly Rentcharge which for the Time being might be payable to the said *Mary Teresa Lady Petre* as aforesaid, and the Powers and Remedies for recovering the same, and also without Prejudice to the said Term of Two hundred Years and the Trusts thereof), by Mortgage, Sale, or other Disposition of the said Manors and other Hereditaments comprised in the said Term of Two thousand one hundred Years, or of a competent Part or competent Parts thereof, for all or any Part or Parts of the same Term, or by and out of the Rents, Issues, and Profits of the same Manors and other Hereditaments, or by bringing Actions against the Tenants or Occupiers thereof or of any of them, for the Rents then in arrear, or by all or any of the said Ways and Means, or by such other Ways and Means as the said *Henry Valentine Lord Stafford* and *Charles Stourton*, or the Survivor of them, or the acting Executors or Executor or the Administrators or Administrator of such Survivor, should think fit, raise and levy, or borrow and take up at Interest, for the Portion or Portions of such Child or Children (other than and not being an eldest or only Son, being

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being the Heir or Heir apparent for the Time being of the said *William Bernard Lord Petre*), such Sum of Money as therein-after mentioned, (that was to say,) if there should be but One such Child (other than and not being such eldest or only Son as aforesaid), the Sum of Ten thousand Pounds as and for his or her Portion, and to be payable to and to become vested in such Child at or upon such Age, Day, or Time as the said *William Bernard Lord Petre*, by any Deed or Writing, to be sealed and delivered by him in the Presence of and to be attested by Two or more Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed in the Presence of and to be attested by Two or more Witnesses, should direct or appoint, and in default of such Direction or Appointment, and so far as no such Direction or Appointment should extend, to be paid to such Child, being a younger Son, at his Age of Twenty-one Years, or being a Daughter at her Age of Twenty-one Years or Day of Marriage, which should first happen, if the said Age or Time should happen after the Decease of the Survivor of them the said *William Henry Francis* late Lord *Petre* and *William Bernard Lord Petre*, but if the same should happen in the Lifetime of the said *William Henry Francis* late Lord *Petre* and *William Bernard Lord Petre*, or of the Survivor of them, then the Portion of such Child should be considered as a vested Interest in him or her at or on such Age, Day, or Time as aforesaid, and in that Case the Payment thereof should be postponed to and made immediately after the Decease of the Survivor of them the said *William Henry Francis* late Lord *Petre* and *William Bernard Lord Petre*, unless they or the Survivor of them should signify their or his Direction in Writing under their or his Hands or Hand (as the Case might be) that the same should be raised and paid in the Lifetime of them or of the Survivor of them, but such Payment in either Case to be without Prejudice as last aforesaid, and if there should be Two such Children, and no more, (other than and not being either of them an eldest or only Son, being the Heir or Heir apparent for the Time being of the said *William Bernard Lord Petre*), then the Sum of Fifteen thousand Pounds for the Portions of such Two Children; and if there should be Three such Children, and no more, (other than and not being such eldest or only Son as aforesaid,) then the Sum of Eighteen thousand Pounds for the Portions of such Three Children, and if there should be Four such Children, and no more, (other than or not being any of them such eldest or only Son as aforesaid,) then the Sum of Twenty thousand Pounds for the Portions of such Four Children; and if there should be Five or more such Children (other than or not being such eldest or only Son as aforesaid), then the Sum of Twenty-five thousand Pounds for the Portions of such Five or more Children, the said Sum of Money intended for the Portions of such Daughters and younger Sons (being more than One) to be shared and divided
between

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between or among them in such Parts, Shares, and Proportions, and to vest in and be paid to such Children respectively at or upon such Ages, Days, or Times, and to be subject to such Charges, Provisoes, and Limitations over, for the Benefit of or relating to some or one of them, and in such Manner as the said *William Bernard Lord Petre*, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of and attested by Two or more Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be signed by him in the Presence of and to be attested by Two or more Witnesses, should direct or appoint and in default of such Direction or Appointment, or so far as no such Direction or Appointment should extend, to be equally divided between or among such Daughters and younger Sons, Share and Share alike, the Share or Shares of such of the said Children as should be a younger Son or Sons to be paid to him or them at his or their Age or respective Ages of Twenty-one Years, and the Share or Shares of such of them as should be a Daughter or Daughters to be paid to her or them at her or their Age or respective Ages of Twenty-one Years, or Day or respective Days of Marriage, which should first happen, in case the same should respectively happen after the Decease of the Survivor of the said *William Henry Francis* late Lord *Petre* and *William Bernard Lord Petre*; but in case any such Child, being a younger Son or Sons, shall attain his or their Age or respective Ages of Twenty-one Years, or being a Daughter or Daughters should attain her or their Age or respective Ages of Twenty-one Years, or be married as aforesaid in the Lifetime of the said *William Henry Francis* late Lord *Petre* and *William Bernard Lord Petre*, or of the Survivor of them, the Share or Shares of such younger Son or Sons so attaining the Age of Twenty-one Years, or of such Daughter or Daughters so attaining that Age or marrying as aforesaid, should be a vested Interest or vested Interests in him, her, or them respectively, but the Payment of such Share or Shares should be postponed to and made immediately after the Decease of the Survivor of them the said *William Henry Francis* late Lord *Petre* and *William Bernard Lord Petre*, unless they or such Survivor should signify their or his Direction in Writing under their or his Hands or Hand (as the Case might be) that the same should be raised and paid in the Lifetime of them or of the Survivor of them, with a Proviso that no Child taking any Share of the Sum which might become raiseable for Portions as aforesaid under any Direction or Appointment made by the said *William Bernard Lord Petre*, in pursuance of the Power herein-before given to him for that Purpose as aforesaid, should be entitled to any further or other Share of the unappointed Part of the said Sum without bringing his or her appointed Share into Hotchpot, and accounting for the same accordingly, unless the said *William Bernard Lord Petre* should declare a contrary Intention in Writing, and with

[*Private.*]

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Provisions for raising after the Decease of the Survivor of the said *William Henry Francis* late Lord *Petre* and *William Bernard* Lord *Petre*, for the Maintenance and Education of each Portionist for the Time being, such Money as therein mentioned, not exceeding Interest after the Rate of Four Pounds *per Centum per Annum* on his or her expectant Portion, and with Benefit of Survivorship and Accruer to or between or among the other or others of such Children in equal Shares, if more than One, as to the Share or Shares, as well original as accruing, of any of such Children as, being a Son or Sons, should under the Age of Twenty-one Years die or become an eldest or only Son entitled as aforesaid, or as being a Daughter or Daughters should die under that Age without having been married so that nevertheless no One Child should by Survivorship or otherwise become entitled to more than the Sum of Ten thousand Pounds for his or her Portion, nor any Two Children to more than the Sum of Fifteen thousand Pounds between them for their Portions, nor any Three Children to more than the Sum of Eighteen thousand Pounds among them for their Portions, nor any Four Children to more than the Sum of Twenty thousand Pounds among them for their Portions, nor any Five or more Children to more than the Sum of Twenty-five thousand Pounds among them for their Portions, and with a further Provision for raising, after the Decease of the Survivor of the said *William Henry Francis* late Lord *Petre* and *William Bernard* Lord *Petre*, or in the Lifetime of them or the Survivor of them, at their or his Request, by Deed or Writing, for the Advancement of any such Child, any Sum not exceeding a Moiety of the Portions intended for him or her; and it was by the Indenture now in recital declared, that they the said *Henry Valentine* Lord *Stafford* and *Charles Stourton*, or the Survivor of them, or the acting Executors or Executor or the Administrators or Administrator of such Survivor, should permit and suffer the Person to whom the next immediate Reversion or Remainder expectant on the Determination of the said Term of Two thousand one hundred Years of and in the Premises therein comprised should for the Time being belong to receive the Residue or Surplus of the Rents, Issues, and Profits of such Premises which should remain after and not be applied in or towards the Execution and Performance of the Trusts thereby declared of the same Term and that when the Trusts of the said Term should have been executed and performed or satisfied, or should have become unnecessary or incapable of taking effect, and the Costs and Charges (if any) of the Trustees of the same Term, their Executors, Administrators, and Assigns, in and about the Execution and Performance of the same Trusts, should have been fully paid or satisfied (and which they were thereby respectively authorized and empowered to levy and raise by all or any of the Ways and Means aforesaid, and to retain accordingly), then and immediately thenceforth the same Term of and in the Premises therein comprised, or so much thereof

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thereof as should remain unsold and undisposed of for the Purposes aforesaid, should cease, determine, and be absolutely void; and in the Indenture now in recital are contained Powers enabling the said *William Bernard Lord Petre* to charge the said Hereditaments as therein mentioned with Pin Money, and a Jointure not exceeding the several Amounts therein mentioned, in favour of any future Wife of him the said *William Bernard Lord Petre*, and also to charge the said Hereditaments as therein mentioned with Portions not exceeding the Amounts therein stated in favour of Children of any future Marriage of him the said *William Bernard Lord Petre*, not being any of them an eldest or only Son for the Time being entitled to the said Hereditaments for an Estate Tail in possession or in remainder expectant upon the Decease of the Survivor of them the said *William Henry Francis* late *Lord Petre* and *William Bernard Lord Petre*, with Interest, as therein mentioned, and also to charge the said Hereditaments for his own Benefit as therein mentioned with the Payment during the Life of the said *William Henry Francis* late *Lord Petre* of any Sum not exceeding Ten thousand Pounds, and after the Decease of the said *William Henry Francis* late *Lord Petre* of any Sum not exceeding, with the Sum charged under the said Power of charging the Sum of Ten thousand Pounds, the Sum of Twenty-five thousand Pounds, and to limit Terms of Years in the Hereditaments so to be charged upon Trusts for raising the Charges so to be made; and in the Indenture now in recital are contained Powers enabling the said *William Henry Francis* late *Lord Petre* during his Life, and after his Decease the said *William Bernard Lord Petre*, and after the Decease of the Survivor of them the said *Sir Henry Paston Bedingfeld* and *Charles Langdale*, or the Survivor of them, or the acting Executors or Executor or the Administrators or Administrator of such Survivor, during the Minority of any Tenant in Tail Male by Purchase, under or by virtue of the Indenture now in recital, with the Consent in Writing of his Guardian or Guardians (if any), to lease all or any of the said Manors and other Hereditaments for any Term or Number of Years not exceeding Twenty-one Years in possession at the best Rent, and also to lease Cottages, with not exceeding Five Acres of Land attached to each, for any Term or Number of Years not exceeding Twenty-one Years absolute, or for any Term of Years depending on the Death of One Person or on the Death of the Survivor of Two or Three Persons in being at the same Time, to take effect in possession, and either with or without a real or nominal Rent, and either taking or not taking any Fine, Premium, or Foregift for the making thereof, and also Powers of Sale and Exchange; but the said Indenture contains no other Power of leasing than those herein-before mentioned; and the same Indenture also contains a Power enabling the said *Sir Henry Paston Bedingfeld* and *Charles Langdale*, and the Survivor of them, and the acting Executors or Executor, or the Administrators

or

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Deed Poll
dated the
29th Sept.
1845.

or Administrator of such Survivor, at the Request and by the Direction of the said *William Henry Francis* late Lord *Petre* during his Life, and after his Decease of the said *William Bernard* Lord *Petre* during his Life, and after the Decease of the Survivor of them of any Tenant in Tail Male by Purchase under or by virtue of the Indenture now in recital, or of the Guardian or Guardians for the Time being of any such Tenant in Tail during his Minority, to be signified in Writing, to raise on Mortgage of all or any of the said Hereditaments any Sum or Sums not exceeding in the whole Twenty thousand Pounds, to be applied in the Improvement of the said Hereditaments or any of them, or in the Purchase of a Town Residence, either of Freehold or Leasehold Tenure, to be settled, as near as Circumstances would admit, to the subsisting Uses of the Indenture now in recital: And whereas in the Year One thousand eight hundred and forty-six the said *Charles Stourton* succeeded to the Title of Baron *Stourton*: And whereas by a Deed Poll dated the Twenty-ninth Day of *September* One thousand eight hundred and forty-five, under the respective Hands and Seals of the Honourable *Charles Hugh Clifford*, the said *Agnes Louisa Catherine Petre*, the said *William Bernard* Lord *Petre* (then the Honourable *William Bernard Petre*), the said *Frederick Charles Edmund Petre*, *Henry William Clifford* Esquire, and the said *William Henry Francis* late Lord *Petre*, after reciting the said secondly-recited Settlement as or to the Effect herein-before recited, and that there were then living Five Children of the said Marriage between the said *William Henry Francis* late Lord *Petre* and *Emma Agnes* Dowager Lady *Petre*, and that the said *Agnes Louisa Catherine Petre*, who was then under the Age of Twenty-one Years, was One of the Children of the said Marriage, and that a Marriage had been agreed upon and was intended to be shortly had and solemnized between the said *Charles Hugh Clifford* and the said *Agnes Louisa Catherine Petre*, and that upon the Treaty for the said Marriage it was agreed (among other Things) that the said *William Henry Francis* late Lord *Petre* should pay and advance a Sum of Five thousand Pounds in the Manner mentioned in a Deed of Settlement intended to bear even Date with the Deed Poll now in recital, and made between the said *Charles Hugh Clifford* of the First Part, and the said *William Henry Francis* late Lord *Petre* and *Agnes Louisa Catherine Petre* of the Second Part, the said *William Bernard* Lord *Petre* (then the Honourable *William Bernard Petre*) and *Frederick Charles Edmund Petre* and *Henry William Clifford* of the Third Part, the said *James Alexander Douglas* and *Joseph Coverdale* Gentleman of the Fourth Part, the Honourable *Robert Petre*, One of the Brothers of the said *William Henry Francis* late Lord *Petre*, and the Honourable *William Clifford*, of the Fifth Part, and *Robert Few* Gentleman and *Charles Weld* Esquire of the Sixth Part, whereby the Sum of Four thousand Pounds, Part of the

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the said Sum of Five thousand Pounds, was directed to be vested in the said *William Bernard Lord Petre, Frederick Charles Edmund Petre,* and *Henry William Clifford,* upon certain Trusts for the Benefit of the said *Agnes Louisa Catherine Petre* and the Children of the said intended Marriage, and that such Sum of Five thousand Pounds should be for the Portion of the said *Agnes Louisa Catherine Petre,* in full Satisfaction of all her Claims out of and in the said Sum of Twenty thousand Pounds, or under or by virtue of the said secondly-recited Settlement, or under or by virtue of the Trusts thereof, or under or by virtue of the said Term of Two thousand Years, or in or upon the Hereditaments and Premises comprised in the said Term, so far as such Sum so advanced by the said *William Henry Francis* late Lord *Petre* should be equal to or greater than the whole of the Portion or Portions to which the said *Agnes Louisa Catherine Petre* might have become entitled unto if such Advance by the said *William Henry Francis* late Lord *Petre,* and the said Indenture of even Date with the Deed Poll now in recital, had not been made, but if the said Sum so advanced should be less than the said Portion or Portions to which the said *Agnes Louisa Catherine Petre* might become entitled unto as aforesaid, then that the same should be considered as Part only of her Portion or Portions, without Prejudice, however, to the Power reserved by the said secondly-recited Settlement to the said *William Henry Francis* late Lord *Petre* of appointing the said Sum of Twenty thousand Pounds in such Shares and in such Proportions, and among such Child or Children, and of directing when the same should be paid, in all respects and as fully as the said *William Henry Francis* late Lord *Petre* then could or might exercise such Powers so reserved to him as aforesaid; it was witnessed, that in consideration of the Premises the said *Charles Hugh Clifford* and *Agnes Louisa Catherine Petre* (so far as she lawfully could or might) did, and the said *William Bernard Lord Petre, Frederick Charles Edmund Petre,* and *Henry William Clifford,* at the Request and by the Direction of the said *Charles Hugh Clifford* and *Agnes Louisa Catherine Petre,* did, remise and release all the Manors and Hereditaments contained in the said Term of Two thousand Years, and also the said *William Henry Francis* late Lord *Petre,* his Heirs, Executors, and Administrators, and other the Person or Persons who might from Time to Time be in the Possession of the said Manors and other Hereditaments, or entitled to receive and take the Rents, Issues, and Profits thereof, subject to the said Term of Two thousand Years and the Trusts thereof, from all Claims and Demands whatsoever by reason or on account of the Share and Interest of or to which the said *Agnes Louisa Catherine Petre,* or the said *Charles Hugh Clifford* in her Right, or the said *William Bernard Lord Petre, Frederick Charles Edmund Petre,* and *Henry William Clifford,* as such Trustees as aforesaid, might then have or claim, or might thereafter at any

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Time

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Time have or claim, of and in the said Sum of Twenty thousand Pounds so provided for Portions by the said secondly-recited Settlement as aforesaid, or on account of any of the Provisions, and Trusts, Directions, and Declarations contained in such Settlement respecting the same, so far as the said Sum of Five thousand Pounds so advanced and paid on the Occasion of the said Marriage between the said *Charles Hugh Clifford* and the said *Agnes Louisa Catherine Petre* as aforesaid should be equal to or greater than the whole Amount of the Portion or Portions to which the said *Agnes Louisa Catherine Petre* might have become entitled if such Advance and Payment by the said *William Henry Francis* late Lord *Petre* on the Occasion of the said Marriage, and the Deed now in recital, had not been made, without Prejudice to the Power reserved by the said secondly-recited Settlement to the said *William Henry Francis* late Lord *Petre* of apportioning the said Sum of Twenty thousand Pounds so provided for Portions as aforesaid among such Objects of the said Power, in such Shares and Proportions and generally in such Manner as he should think proper, in the same Manner in every respect as he might have done if the Deed now in recital had not been made; and it was by the Deed now in recital further agreed and declared, that the said Sum of Five thousand Pounds so advanced and paid by the said *William Henry Francis* late Lord *Petre* as aforesaid should not be deemed and taken to have been advanced and paid in exoneration of the said Manors and Hereditaments so charged with the Payment of the said Sum of Twenty thousand Pounds for Portions for the Children as aforesaid, or for the Benefit of the Objects of the said Power, other than the said *Agnes Louisa Catherine Petre*, and that the whole of the Sum of Twenty thousand Pounds should remain and be charged and chargeable upon the said Manors and Hereditaments comprised in the said Term of Two thousand Years, in as full Manner and should be raiseable under the Trusts of the said secondly-recited Settlement in the same Manner as if the said Sum of Five thousand Pounds had not been so paid and advanced as aforesaid, and the said *William Henry Francis* late Lord *Petre* should be entitled to receive thereout the said Sum so advanced by him as aforesaid on the Marriage of the said *Agnes Louisa Catherine Petre*, and the same should be considered as Part of his Personal Estate, unless the said *William Henry Francis* late Lord *Petre* should by some Writing under his Hand direct the contrary (which he never did): And whereas shortly after the Date of the said Deed Poll of the Twenty-ninth Day of *September* One thousand eight hundred and forty-five, the Marriage which was then contemplated between the said *Charles Hugh Clifford* and *Agnes Louisa Catherine Petre* was duly solemnized: And whereas by an Indenture dated the Twenty-sixth Day of *July* One thousand eight hundred and forty-seven, and made between the said *Frederick Charles Edmund Petre* (who had then attained

Indenture
dated 26th
July 1847.

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attained the Age of Twenty-one Years) of the one Part, and the said *William Henry Francis* late Lord *Petre* of the other Part, in consideration of Five thousand Pounds by the said *William Henry Francis* late Lord *Petre* to the said *Frederick Charles Edmund Petre* paid, the said *Frederick Charles Edmund Petre* assigned unto the said *William Henry Francis* late Lord *Petre*, his Executors, Administrators, and Assigns, the One equal Fifth Part or Share of the said *Frederick Charles Edmund Petre* to become payable immediately after the Decease of the said *William Henry Francis* late Lord *Petre* of and in the aforesaid Sum of Twenty thousand Pounds which would become raiseable after such Decease, under the Trusts of the said Term of Two thousand Years, out of the Hereditaments therein comprised, as herein-before mentioned, and also such Part of any further Share of the said Sum of Twenty thousand Pounds to which the said *Frederick Charles Edmund Petre* might eventually become entitled under the Trusts of the said Term of Two thousand Years, otherwise than by Appointment to be made by the said *William Henry Francis* late Lord *Petre* in his Favour, under the Power herein-before mentioned, as, together with the said One Fifth Share, would amount to but not exceed the Sum of Five thousand Pounds Sterling, together with the full Benefit of the Trusts of the said Term of Two thousand Years in respect of the Monies and Premises thereby assigned, and of all Powers and Remedies for recovering the same, with full Power to give valid Receipts and Discharges for the same, to hold, receive, and take the said One Fifth Part or Share, or other the Part or Share, Monies, and Premises thereby assigned, or intended so to be, unto and by the said *William Henry Francis* late Lord *Petre*, his Executors, Administrators, and Assigns for ever, for his and their absolute Benefit, subject nevertheless and without Prejudice to the Power given or reserved to the said *William Henry Francis* late Lord *Petre* by the said secondly-recited Settlement of appointing the whole or any Part of the said Sum of Twenty thousand Pounds unto or among the Children of the said *William Henry Francis* late Lord *Petre* by the said *Emma Agnes* Dowager Lady *Petre*, as herein-before mentioned, whether such Power should be exercised in favour or for the Benefit of the said *Frederick Charles Edmund Petre*, or in favour or for the Benefit of any other Object or Objects of the same Power, and which Power it was thereby agreed and declared should be and remain in full Force as if the Indenture now in recital had not been executed: And whereas by a Deed Poll dated the Twenty-second Day of *May* One thousand eight hundred and forty-nine, under the Hand and Seal of the said *William Henry Francis* late Lord *Petre*, and by him signed, sealed, and delivered in the Presence of and attested by Two credible Witnesses, the said *William Henry Francis* late Lord *Petre*,

Deed Poll
dated the
22d May
1849.

in

The Petre Estate Act, 1854.

in exercise of the Power or Authority to him by the said firstly-recited Settlement for that Purpose given, limited, or reserved as aforesaid, directed and appointed the Sum of Five thousand Pounds, Part of the said Sum of Fifteen thousand Pounds in and by the said Settlement provided and directed as aforesaid, to be raised for the Portions of the Daughters and younger Sons of the said *William Henry Francis* late Lord *Petre* and *Frances* late Lady *Petre*, if there should be only Three such Children, unto the said *Charlotte Eliza Petre* (who was then a Spinster, and had attained the Age of Twenty-one Years), her Executors, Administrators, and Assigns, absolutely; and the said *William Henry Francis* late Lord *Petre* did thereby authorize or direct the Trustees or Trustee for the Time being of the said Term of One thousand two hundred Years forthwith to raise the said Sum of Five thousand Pounds, according to the Provisions and Directions contained in the said firstly-recited Settlement, and to pay the same to the said *Charlotte Eliza Petre*, her Executors, Administrators, and Assigns: And whereas there is endorsed on the Deed Poll lastly herein-before recited a Memorandum, signed by the said *Charlotte Eliza Petre* (who was then a Spinster), and also by the said *Charles Edward Petre*, *William Henry Francis* late Lord *Petre*, and *William Bernard* now Lord *Petre* (then the Honourable *William Bernard Petre*), to the Effect that on the Twenty-second Day of *May* One thousand eight hundred and forty-nine the Sum of Five thousand Pounds appointed by the said Deed Poll was paid to the said *Charlotte Eliza Petre*, with the Privity and Approbation of the said *Charles Edward Petre*, with whom she was then under a Contract of Marriage, from Money by the said *William Henry Francis* late Lord *Petre* and *William Bernard* Lord *Petre* provided for that Purpose, to the Intent to exonerate from the said Sum of Five thousand Pounds, and all Liens and Claims in respect thereof, all the Hereditaments comprised in or subject to the Uses of the said firstly-recited Settlement, and all other Property (if any) that might be liable thereto: And whereas the said *William Henry Francis* late Lord *Petre* by his Will dated the Twenty-second Day of *August* One thousand eight hundred and forty-nine, after giving certain specific Legacies not affecting any of the Portions in which he has become interested, as appearing in Recitals herein-before contained, and after giving several pecuniary Legacies and Annuities (which have been satisfied or otherwise provided for), as to all the Residue and Remainder of the Estate and Effects, Real and Personal, whatsoever and wheresoever, he gave and bequeathed the same unto his Son the said *William Bernard* Lord *Petre* (then the Honourable *William Bernard Petre*), his Heirs, Executors, Administrators, and Assigns, absolutely, according to the Nature and Quality thereof, subject nevertheless to the Payment of
the

Will of the
late Lord
Petre, dated
22d Aug.
1849.

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the Testator's Debts, Funeral and Testamentary Expenses, and the Legacies and Annuities therein-before bequeathed; and he appointed the said *William Bernard Lord Petre* sole Executor of his said Will: And whereas the said *William Henry Francis* late Lord *Petre* died without having revoked or altered his said Will, and also without having exercised the Power of charging limited to him by the said firstly-recited Settlement, so far as regards the Sum of Five thousand Pounds, the Residue of the said Sum of Twenty-five thousand Pounds thereby authorized to be raised by him as aforesaid; and his said Will was proved by the said *William Bernard Lord Petre* in the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-sixth Day of *August* One thousand eight hundred and fifty: And whereas there was no Child of the Marriage of the said *William Henry Francis* late Lord *Petre* and *Emma Agnes Dowager Lady Petre* born after the Date of the said thirdly-recited Settlement: And whereas the said *Thomas Heneage* departed this Life in the Month of *February* One thousand eight hundred and fifty-four: And whereas by a Deed Poll dated the First Day of *June* One thousand eight hundred and fifty-four, under the Hands and Seals of the said *Francis Petre, William Bernard Lord Petre, and Henry Charles Duke of Norfolk*, the said *Francis Petre*, at the Request and by the Direction of the said *William Bernard Petre*, released and discharged, and the said *William Bernard Lord Petre* also released and discharged, the Hereditaments and Premises comprised in or subject to the said Term of One thousand two hundred Years limited by the said firstly-recited Settlement as aforesaid, and also the said *Henry Charles Duke of Norfolk*, his Heirs, Executors, Administrators, and Assigns, and every Person interested in the said Hereditaments and Premises, and every other Person whom it did or might concern, of and from the said Sum of Five thousand Pounds assigned to the said *Francis Petre* by the said Indenture of the Twenty-fourth Day of *October* One thousand eight hundred and thirty-eight as aforesaid, and all Liens, Claims, and Demands on account thereof, to the Intent that such Sum of Five thousand Pounds might no longer be raiseable or payable, and that all Liens, Claims, and Demands on account of the same might thenceforth be absolutely extinguished; and by the Deed now in recital the said *Henry Charles Duke of Norfolk*, at the Request and by the Direction of the said *William Bernard Lord Petre*, surrendered and yielded up unto the said *William Bernard Lord Petre*, or other the Person or Persons entitled to the Reversion expectant on the said Term of One thousand two hundred Years, the Manors and other Hereditaments and Premises comprised in or subject to the said Term, at Law or in Equity, with the Appurtenances, to the Intent that the Residue then unexpired of the said Term of One thousand two hundred Years might thenceforth be absolutely merged and extinguished: And whereas by a Deed Poll dated the First Day

Deed Poll
dated 1st
June 1854.

Deed Poll
dated 1st
June 1854.

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of

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of *June* One thousand eight hundred and fifty-four, under the Hands and Seals of the said *Arthur Charles Augustus Petre, Edmund George Petre, Albert Henry Petre, William Bernard Lord Petre, Philip Henry Howard, and Michael Henry Blount*, wherein it is recited to the effect that the said *William Bernard Lord Petre* had then lately paid to every of them the said *Arthur Charles Augustus Petre, Edmund George Petre, and Albert Henry Petre* the Sum of Four thousand Pounds, in full Satisfaction of his Share of the said Sum of Twenty thousand Pounds which became raiseable for Portions under the Trusts of the said Term of Two thousand Years limited by the said secondly-recited Settlement as aforesaid, and that the said *William Bernard Lord Petre*, who by reason of such Payments, and as the Executor and Residuary Legatee of the said *William Henry Francis* late *Lord Petre*, had become entitled to the whole of such Sum of Twenty thousand Pounds which became raiseable for Portions under the Trusts of the said Term of Two thousand Years, was desirous that the Estates comprised in or subject to the same Term should be absolutely released and discharged from such Sum of Twenty thousand Pounds, it was witnessed, that for carrying into effect such Desire, and in consideration of the Premises, every of them the said *Arthur Charles Augustus Petre, Edmund George Petre, and Albert Henry Petre*, so far as regarded the Share to which he became entitled of the said Sum of Twenty thousand Pounds which became raiseable for Portions under the Trusts of the said Term of Two thousand Years, and at the Request and by the Direction of the said *William Bernard Lord Petre*, released and discharged, and the said *William Bernard Lord Petre*, as to the whole of the said Sum of Twenty thousand Pounds, also released and discharged, the Hereditaments and Premises comprised in or subject to the said Term of Two thousand Years limited by the said secondly-recited Settlement, and the said *Philip Henry Howard* and *Michael Henry Blount*, and each of them, their and each of their Heirs, Executors, and Administrators, and every Person interested and to become interested in the said Hereditaments and Premises, and every other Person whom it did or might concern, of and from the said Sum of Twenty thousand Pounds which became raiseable for Portions under the Trusts of the said Term of Two thousand Years, and all Liens, Claims, and Demands on account of the same, to the Intent that such Sum of Twenty thousand Pounds might no longer be raiseable or payable, and all Liens, Claims, and Demands on account of the same might thenceforth be absolutely extinguished; and by the Deed now in recital it was also witnessed, that for further carrying into effect the said Desire of the said *William Bernard Lord Petre*, and in consideration of the Premises, the said *Philip Henry Howard* and *Michael Henry Blount*, at the Request and by the Direction of as well the said *Arthur Charles Augustus Petre,*

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*Petre, Edmund George Petre, and Albert Henry Petre, as of the said William Bernard Lord Petre, surrendered and yielded up unto the said William Bernard Lord Petre, or other the Person or Persons entitled to the Reversion expectant on the said Term of Two thousand Years, the Manors and other Hereditaments and Premises comprised in or subject to the same Term at Law or in Equity, with the Appurtenances, to the Intent that the Residue then unexpired of the said Term of Two thousand Years might thenceforth be absolutely merged and extinguished: And whereas there has been Issue of the Marriage of the said William Bernard Lord Petre with the said Mary Teresa Lady Petre, (namely,) the Honourable William Joseph Petre, the only Son, and the Honourable Frances Mary, the Honourable Edith Mary, the Honourable Isabella Mary, the Honourable Margaret Mary, the Honourable Catharine Mary Lucy, and the Honourable Teresa Mary Louisa, the only Daughters of such Marriage, all of whom are now living, except the Honourable Edith Mary, who died an Infant in or about the Month of January One thousand eight hundred and forty-six, and all which said surviving Children are Infants, and no more Children: And whereas the Power of charging with the Sum of Twenty-five thousand Pounds limited to the said William Bernard Lord Petre, or the Power of raising any Sum not exceeding Twenty thousand Pounds limited to the said Sir Henry Paston Bedingfeld and Charles Langdale, and the Survivor of them, and the acting Executors or Executor or the Administrators or Administrator of such Survivor, by the said fourthly-recited Settlement as respectively aforesaid, have not hitherto in any respect been exercised: And whereas the herein-before recited general Power of Appointment contained in the said thirdly-recited Settlement, and in the said fourthly-recited Settlement by Reference, subject to the Uses thereby expressly limited, and to the Powers annexed to or exercisable with such Uses, given or limited to him the said William Bernard Lord Petre alone in the Event (which has happened) of his surviving the said William Henry Francis late Lord Petre, has never been in any respect exercised, nor has any Act been done or suffered by him the said William Bernard Lord Petre whereby such Power is or may be extinguished: And whereas from the growing Population in the Neighbourhood of the Estates subject to the Uses of the said firstly, secondly, thirdly, and fourthly recited Settlements, arising from the *Eastern Counties* Railway, which passes through the said Estates, and from other Causes, and in consequence of Applications which have been made to the said William Bernard Lord Petre for Building and Improving Leases, it is considered that Portions of the said Estates may from Time to Time be advantageously laid out and appropriated for Building Purposes and other general Improvements: And whereas certain Portions of the said Estates contain Brick Earth of considerable Depth and excellent Quality, and the same, or some of them, could be let to great Advantage for*

the

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the Purpose of manufacturing Bricks and other Articles for the Manufacture of which the same Description of Earth is used: And whereas it would be for the Benefit of the said *William Bernard* Lord *Petre*, and of the other Persons who may necessarily become entitled to the said Estates under the Limitations of the said recited Settlements, if such Powers of laying out certain Portions of the same for Building and Improving Purposes, and for building and repairing and reinstating Houses, and for making Roads, Sewers, Drains, and other durable Improvements, and for granting Leases for all or any of such Purposes, and for granting Leases with Licence to the Lessee or Lessees to dig and manufacture the Brick Earth which may be or be found in, under, or upon certain Portions of the said Estates, were granted, as herein-after appearing: And whereas it is expedient that the said Sir *Henry Paston Bedingfeld* and *Charles Langdale* should be appointed the First Trustees of this Act for the Purposes herein-after mentioned, and that such Powers in relation to the Appointment of Trustees from Time to Time as Occasion may require, and to the Indemnity of the Trustees or Trustee for the Time being of this Act and otherwise, should be respectively granted as are herein-after appearing; and it might also tend to the more beneficial letting of the Brick Earth if the Trustees or Trustee for the Time being of this Act were authorized to dig and work the same: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Emma Agnes* Dowager Lady *Petre*, as entitled to the Jointure of One thousand five hundred Pounds *per Annum* charged by the said secondly-recited Settlement, as herein-before mentioned, the said *John Wright* and *Henry Robinson* the younger, as such Trustees of the Term of One hundred Years created by the said secondly-recited Settlement for securing the said Jointure, as herein-before mentioned, the said *William Bernard* Lord *Petre* on behalf as well of himself as of his infant Children, the said *Mary Teresa* Lady *Petre*, the said *Francis Petre* and *William Constable Maxwell*, as such Trustees of the Term of Two hundred Years created by the said fourthly-recited Settlement, as herein-before mentioned, and the said *Henry Valentine* Lord *Stafford* and *Charles* Lord *Stourton*, as such Trustees of the Term of Two thousand one hundred Years created by the said fourthly-recited Settlement, as herein-before mentioned, 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; (namely,)

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "The *Petre* Estate Act, 1854."

II. That

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II. That the Words and Expressions herein-after mentioned shall in this Act, except where the Nature of the Provision or the Context shall exclude such Construction, be interpreted as follows; (namely,)

Interpreta-
tion of
Terms.

The Expression "the Lands" shall be construed to mean the Messuages, Lands, and Hereditaments respectively situate in the Hamlet of *Brentwood* in the Parish of *Southweald*, and in the Parishes of *Mountnessing*, *Ingatestone*, and *Margaretting*, all in the County of *Essex*, for the Time being subject to all or any of the then for the Time being subsisting Uses and Limitations of the said recited Settlements respectively, or any of them, at Law or in Equity:

The Expression "the Owner" shall mean the Person who, under the Uses or Limitations of the said thirdly and fourthly recited Settlements, or either of them, shall for the Time being be entitled for Life or as Tenant in Tail to the actual Possession or to the Receipt of the Rents and Profits of the Lands:

The Expression "the Trustees" shall mean the Trustees or Trustee of this Act for the Time being:

The Expression "Building Purposes" shall include the several Purposes of building, rebuilding, repairing, enlarging, or otherwise improving, and all other Purposes whatsoever for which Leases for Building Purposes are by this Act authorized to be made:

The Word "Rent" shall include all Tolls, Duties, Royalties, and Reservations of every Kind.

III. That the said Sir *Henry Paston Bedingfeld* and *Charles Langdale* be the First Trustees for the Purposes of this Act.

Appoint-
ment of First
Trustees.

IV. That as often as any of the Trustees shall die, or go to reside beyond the Seas, or desire to be discharged from, or refuse or decline or become incapable to act in the Trusts hereby in them respectively reposed, before the same shall be fully executed, it shall be lawful for the High Court of Chancery in a summary Way, upon the Petition of the Owner for the Time being if of the full Age, or if such Owner shall for the Time being be under Age, then upon the Petition of his Guardian for the Time being, to appoint any Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or going to reside beyond the Seas, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and every such new Trustee shall have all the Powers and Authorities of the Trustee in whose Room he shall be substituted.

Power of
appointing
new
Trustees.

V. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time appropriate and lay out any Part or Parts of the Lands for Building Purposes, and may embank, drain, fence, plant, and otherwise improve the same, and may lay out any Part or Parts thereof as and for

Power to
appropriate,
&c., Lands
for Building
Purposes.

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Squares,

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Squares, Crescents, Streets, Roads, Ways, and other open Spaces, Embankments, Sewers, Drains, and Watercourses, and other Conveniences for the general Benefit of the Lands, and lay out the same or any other Parts thereof as Lots for building, or in such other Manner in all respects as he or they may deem 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, Embankments, Sewers, Drains, Watercourses, and Conveniences respectively.

General
Deeds of
Appropriation of
Lands for
Building
Purposes.

VI. That for the Purpose of any such general Improvement and Accommodation the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time by general Deeds, to be sealed and delivered by him or them, and to be enrolled in Her Majesty's High Court of Chancery within Six Months from the Day of the Date thereof, respectively declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and of the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences in that Behalf as he or they may deem reasonable, and may, if he or they think fit, demise or limit the Portions of the Lands for the Time being appropriated for the Purpose of any such general Improvement and Accommodation, or any Parts thereof, to any Person for any Term of Years not exceeding Ninety-nine Years, upon such Trusts, and with such Provisions for securing all or any of the Objects of any such general Deed, as he or they may think reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates.

Power to
Lease for
Building
Purposes.

VII. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the Lands to any Person willing substantially to repair or improve 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 Lands not for the Time being built on, or willing to annex any Part of the Lands for Gardens, Yards, Courts, Pleasure Grounds, or other Conveniences to any Building or Construction on any adjoining Hereditaments forming Part of the Lands, or otherwise to improve the Lands or any Part thereof.

Terms which
may be
granted in
Leases for
Building
Purposes.

VIII. That the several Leases for Building Purposes may respectively be made for any Terms of Years absolute, not exceeding Ninety-nine Years, and the best yearly Rent, to be incident to the Reversion, that can be reasonably obtained for the same, shall be reserved by every such Lease, but subject to the Provision next herein-after contained,

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contained, and no Fine, Premium, or Foregift, nor anything in the Nature thereof, shall be taken for making any such Lease.

IX. 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 reserved, as the Owner or (as the Case may be) 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 yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Lease.

Rents may increase periodically.

X. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time, if and as he or they may think advantageous, grant to the respective Lessees for Building Purposes, their Executors, Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges; (namely,)

Power to grant to Lessees for Building Purposes the Liberties herein mentioned.

Liberty to take down or remove all or any Part of the Buildings or Constructions on the Land leased, and to apply and dispose of the Materials thereof to any Uses and Purposes agreed on:

Liberty to set out and allot any Parts of the Land leased as and for the Sites of Markets, Squares, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Embankments, Wharves, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise, for the Use and Convenience of the Occupiers of the Lands leased, or for the general Improvement of the Estates:

Liberty to make, lay, or use, in or under any Part or Parts of the Building Lands so set out and allotted, or not then already leased, or then already leased so far as the Reservations or Provisions in the Lease or Leases for the Time being subsisting thereof will authorize, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions:

Liberty to dig, take, and carry away, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient to remove for effecting any of the Purposes authorized by the Lease:

Liberty to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any convenient Part of the Lands leased, and to manufacture the same into Bricks, Tiles, and other Materials to be used in improving those Lands:

Liberty

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Liberty to fell, lop, or cut, and to carry away and use, any Timber and other Trees, Shrubs, and Plants on the Lands leased :

Liberty to alter and reconstruct all or any Part of any Building comprised in any such Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Owner or (as the Case may be) of the Trustees, or of his or their respective Surveyors or Agents :

Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and effecting any Part or Parts of the Building Lands not then already leased, or then already leased so far as the Reservations or Provisions in the Lease or Leases for the Time being subsisting thereof will authorize :

Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

Reservations
which may
be made in
Leases for
Building
Purposes.

XI. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time, if and as he or they may think advantageous, make in the Leases for Building Purposes or any of them all or any of the following Reservations ; (namely,)

Reservations of Rights or Powers for the Owner or the Trustees from Time to Time, or the Lessees or Occupiers for the Time being of any other Portions of the Lands, to make, lay, and use in and under any Parts of the Lands leased any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :

Reservations of Rights, or Powers for the Owner or the Trustees to grant to the Lessees of any other Parts of the Lands any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting the Lands leased :

Reservations of all or any of the Timber and other Trees on the Lands leased, and of such Rights or Powers with respect to such Timber and other Trees as are not inconsistent with the Limitations of the said thirdly and fourthly recited Settlements :

Any other Reservations usual or proper in Leases for the like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

Covenants
which may
be inserted
in Leases for
Building
Purposes.

XII. That the Leases for Building Purposes may, as the Owner, if for the Time being of full Age, or if such Owner shall for the Time being be under Age, as the Trustees may think advantageous, be made, either with or without Covenants by or on the Part of the
respective

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respective Lessees to contribute towards the making and keeping in repair, ornamenting or embellishing, of any Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Embankments, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, under, or over any Parts of the Lands, and either with or without Covenants or Stipulations by or on the Part of the Owner or the Trustees as to the Mode in which any Part of the Lands shall be laid out, built upon, used, or improved.

XIII. That there shall be contained in the Leases for Building Purposes the following Covenants by the respective Lessees ; (namely,)

Covenants which must be inserted in Leases for Building Purposes.

A Covenant for the Payment of the yearly Rent :

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

A Covenant to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value thereof in One of the following Fire Insurance Offices ; (namely,) the *London Assurance Corporation*, the *Globe Insurance Company*, the *Sun Fire Office*, and the *Phœnix Fire Assurance Company*, or some other respectable Insurance Office from Time to Time approved by the Owner or the Trustees :

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

A Covenant to yield up on the Expiration or other sooner Determination of the Term granted the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, or rebuilt thereon, in good Repair and Condition :

In every Lease for the Purpose of having any Building or Construction made upon the Lands therein comprised, a Covenant to make and finish within a Time therein for that Purpose specified, and to keep in repair during the Term granted, the Building or Construction agreed to be made :

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

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

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XIV. That

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Powers, &c. which must be contained in Leases for Building Purposes.

XIV. That there shall be contained in the Leases for Building Purposes Powers, Conditions, Covenants, or Provisoes for the following Purposes; (namely,)

For the Owner or the Trustees, or his or their respective Surveyors or Agents, to enter at least twice in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon :

For the Owner or the Trustees to re-enter and take the Rents and Profits, or to re-enter absolutely for Nonpayment of the yearly Rent reserved, or for Breach of any of the Lessee's Covenants, or of such One or more of the said Covenants as shall be specified in the Proviso for Re-entry :

Powers, &c. which may be contained in any such Lease.

Powers or Provisions that, in case of Breach of any Covenant to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the Owner or the Trustees may insure, rebuild, repair, or reinstate such Buildings or Constructions, according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating, by Entry upon the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives: And there may be contained

Any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for the like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

Contracts for Leases for Building Purposes may be entered into.

XV. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time enter into Contracts in Writing for leasing any Part or Parts of the Lands for Building Purposes, according to the Provisions of this Act; and every such Contract may contain an Agreement that the Person with whom the Contract is made may during the Continuance thereof have, exercise, or enjoy all or any of the Liberties to be expressed in the Contract which are by this Act authorized to be granted to Lessees for Building Purposes.

Clauses to be contained in Contracts for Building Purposes.

XVI. And every such Contract for Building Purposes shall contain Clauses or Conditions to the following Effect; (namely,)

That the Owner 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 (to be therein expressed) improved as thereby stipulated :

That

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That the Person to whom the Lease ought according to the Contract to be made shall within a reasonable Time (to be therein expressed) accept such Lease, and execute a Counterpart thereof, and pay a reasonable Proportion (not less than One Half) of the Charges of preparing the Lease and the Counterpart respectively :

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

XVII. That every such Contract 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. Contracts to be carried into effect by Leases.

XVIII. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, 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 the then existing Contract, but so that such Contract when so added to, explained, or altered be conformable to the Provisions of this Act. New Contracts may be made for Building Purposes.

XIX. That the Contracts with respect to Leases for Building Purposes which the Owner or (as the Case may be) the Trustees may from Time to Time make, may, except as by this Act otherwise provided, contain all such Terms and Conditions as the Owner or the Trustees entering into the same may think advantageous ; and the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time (but subject and without Prejudice to the Rights of the other contracting Parties who shall not consent to such Alteration, Rescinding, or Abandonment, so far as such Rights may be for the Time being subsisting according to the Rules of Law or Equity,) 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 no such Contract shall contain any Term or Condition obligatory on the Owner 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.

XX. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the Brick Earth found or discovered, or at any Time hereafter found or discovered, Power to grant Leases for working Brick Earth.

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discovered, in or under any of the Lands, and also any Part of the Lands which it may be thought expedient to lease with such Brick Earth, for the better or more effectually working of the same, unto any Person, for any Term of Years not exceeding Twenty-one Years, to take effect in possession within Three Months next after the making thereof, and not otherwise in reversion or by way of other future Interest.

Power to grant to Lessees of Leases for working Brick and Malm Earth the Liberties herein mentioned.

XXI. That by any such Lease for working Brick Earth there may be granted to the Lessee, his Executors, Administrators, and Assigns, all or any of the following Liberties, Licences, Powers, Authorities, Easements, and Advantages; (namely,)

Liberty, Licence, Power, and Authority to search for, dig, work, manufacture, and convert into Bricks, Tiles, Slabs, Gutter and Draining Tiles, and every or any Article for the Manufacture of which Brick Earth is used, the Brick Earth which may be found in, under, or upon the Lands thereby to be leased, and for the Purposes aforesaid, or for any other Purposes authorized by this Act, to take, remove, carry away, and dispose of such Bricks, Tiles, and other manufactured Articles:

Liberty, Licence, Power, and Authority to dig, sink, and make such Trenches and Pits, and to make, erect, set up, and work such Furnaces, Brick-kilns and Machinery, as shall be deemed convenient or necessary for working, procuring, conveying, burning, and manufacturing such Brick Earth, or Turf or Soil, of, from, or upon the Lands leased:

Liberty, Licence, Power, and Authority to take and use sufficient Ground Room for depositing, placing, laying, and manufacturing all or any of the Brick Earth, Soil, or Refuse that shall from Time to Time be dug or gotten out of the Lands leased, or from or out of any Furnaces, Brick-kilns, Manufactories, or Works to be erected, set up, or made as aforesaid:

Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Places on any Parts of the Lands leased, all such Sheds, Stables, or other Buildings, Walls, Fences, Machinery, Brick-kilns, and other Works, as shall from Time to Time be needful or desirable for more conveniently enjoying, manufacturing, and working the said Brick Earth and Works respectively, or for the Habitation and Convenience of Workmen and others, and for the Accommodation of Horses and other Cattle employed in or about the said Works, or for storing, standing, laying, or placing Utensils or Implements, or Produce, to be respectively employed or used or gotten in or about the same:

Easements

The Petre Estate Act, 1854.

Easements of Railways, Tramroads, and other Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting any Part of the Lands not then already leased, or then already leased so far as the Reservations or Provisions in any Lease for the Time being subsisting will authorize :

Liberty, Licence, Power, and Authority to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as may be proper and sufficient for separating and fencing off any Surface, Railways, Tramroads, or Watercourses from the Lands adjoining :

Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Leases may think reasonable.

XXII. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to Time, if and as he or they may think advantageous, make in the Leases for working Brick Earth or any of them all or any of the following Reservations; (namely,)

Reservations which may be made in Leases for working Brick Earth.

Reservations of Rights or Powers for the Owner or the Trustees to grant to the Lessees of any other Parts of the Lands any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting the Lands leased :

Reservations of all or any of the Timber and other Trees on the Lands leased, and of such Rights or Powers with respect to such Timber and other Trees as are not inconsistent with the Limitations of the firstly, thirdly, and fourthly recited Settlements :

Any other Reservations usual or proper in Leases for the like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

XXIII. That upon every Lease for making Brick Earth there shall be reserved and made payable yearly or oftener during the Continuance of the Lease, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best or most improved yearly or other Rent, either in Money or in Tolls, Duties, Royalties, or other Reservations, or partly in Money and partly in Tolls, Duties, Royalties, or other Reservations, that can at the Time of the making of such Lease, and considering the Circumstances of the Case be reasonably obtained for or in respect of the said Brick Earth, Powers, and Privileges respectively, either alone or together with any Lands to be comprised in such Lease, without taking any Fine, Premium, or Foregift in the Nature thereof, but so that such

Rent to be reserved in such Leases.

[*Private.*]

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Rents

The Petre Estate Act, 1854.

Rents as should be reserved wholly or partly in Money shall have Reference to the Quantity of Brick Earth obtained, except that Part thereof may, if thought proper, be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the Brick Earth leased.

Covenants to
be inserted
in such
Leases.

XXIV. That there shall be contained in every Lease for working Brick Earth the following Covenants by the respective Lessees; (namely,)

- A Covenant for the due and punctual Payment or Delivery of the Rents, Royalties, and Reservations thereby reserved:
- A Covenant for the Payment of all Landlord's and Tenant's Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlord's Property Tax or Income Tax) affecting or to affect the Brick Earth and Lands leased:
- A Covenant to level before the Expiration of such Lease the Lands from whence such Brick Earth shall have been taken, and to replace the Surface Soil thereon, so as to fit the same again for the Purpose of Agriculture:
- A Covenant to yield up on the Expiration or sooner Determination of the Terms granted the Possession of the Lands and Premises leased.

Powers, &c.
to be con-
tained in
such Leases.

XXV. That there shall be contained in every Lease for working Brick Earth Powers, Conditions, Covenants, or Provisoes for the following Purposes; (namely,)

- For the Owner or the Trustees, or his or their respective Surveyors or Agents, to enter at least twice in every Year upon the Premises leased, and to inspect the Condition thereof:
- For the Owner or the Trustees, if they or he in his or their Discretion think fit so to do, at the Expiration or other sooner Determination of such Lease (he or they having given Six Months previous Notice in Writing of his or their Intention so to do), to purchase all or any of the Tram Plates, Engines, Tools, Implements, and Utensils used by such Lessee, his Heirs, Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Lands demised by such Lease, and also the unexpired Estate, Term, or Interest (if any) of such Lease, his Executors, Administrators, or Assigns, in any Wayleave over any other Lands used in connexion with or for the Purposes of the Premises leased or any of them, at a Valuation, to be made by Three indifferent Persons, or any Two of them, to be chosen within a Period by such Lease fixed, One of them by the Person so intending to purchase, another by the Lessee, his Executors, Administrators, or Assigns, and the Third by the
Two

The Petre Estate Act, 1854.

Two Persons first chosen, and before they enter upon the Valuation, and with such Provisions in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Refusal or Omission to name an Umpire or make an Award within a Time limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to the Lease :

For the Owner or the Trustees to re-enter for Nonpayment or Nondelivery of the Rents, Royalties, and Reservations reserved, or for the Breach of any of the Lessees Covenants, or for such One or more of the said Covenants as shall be specified in the Proviso for Re-entry.

XXVI. And there may be contained in any such Lease a Power or Provision that any such Lease may be determinable by either Party, and any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for the like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

Powers, &c. which may be contained in Leases for working Brick and Marl Earth.

XXVII. That the Lease of all Lands to be leased with any Brick Earth, or to be given up or used for the Purpose of Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements in connexion therewith, shall cease with the Lease of the same Earth.

Leases as to Lands leased with Brick Earth to cease with Lease as to Earth.

XXVIII. That the Owner, if of full Age, and his Guardian if a Minor, shall in the first place, out of the net Rents from Time to Time received by him by virtue of any Lease for working Brick Earth granted by virtue of this Act, pay all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, and after and subject to the Payment of such Costs, Charges, and Expenses shall from Time to Time pay into the Bank, as by this Act directed, a Moiety of the clear net Rents from Time to Time received by him by virtue of any Lease granted under this Act for working Brick Earth, and may retain the other Moiety for his own Use, or for the Use of his Ward, as the Case may be.

Proportion of Rent to be reserved in Leases for working Brick Earth to be paid into Bank.

XXIX. That every Letting under this Act may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such renewed Biddings, as the Owner, if of full Age, or if such Owner shall for the Time being be under Age, as the Trustees may think advantageous.

Lettings under the Act may be by Public Auction or Private Contract.

XXX. That a Counterpart of every Lease under this Act shall be executed by the Lessee, and be delivered to the Owner or (as the Case

Counterparts to be executed.

The Petre Estate Act, 1854.

Case may be) the Trustees granting the Lease of which the same shall be the Counterpart.

Power to accept Surrender of Leases.

XXXI. That the Owner, or, if a Minor, his Guardian, may from Time to Time, if he think fit, accept a Surrender, or waive, for all Persons interested and to become interested in the Reversion, any Forfeiture incurred of any Lease of any of the Lands subsisting at the Time of the passing of this Act, or of any Lease to be made under this Act.

Conditions of Re-entry may be restricted to Part only of Lands and Premises leased.

XXXII. That no Lease to be granted under this Act, and no Contract for any Lease to be granted under this Act, shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment or Nondelivery of Rent, Royalties, or Reservations, or for any Breach of Covenants or Agreements therein contained, is thereby, or by virtue of this Act, restricted to that Part of the Lands and Premises leased or contracted so to be in respect whereof such Nonpayment or Nonsurrender or Breach may happen, or is otherwise restricted to a Part only of the Lands and Premises leased.

Conditions of Re-entry, &c. to be apportionable.

XXXIII. That, notwithstanding the Avoidance as to Part only of the Lands and Premises leased or contracted to be leased of any such Lease or Contract for a Lease, by virtue of any such Condition or Right of Re-entry, and notwithstanding the Reconveyance, Assignment, Surrender, or Relinquishment of Part only of the Lands and Premises leased or contracted to be leased, the Condition or Right of Re-entry, and the other Conditions (if any) reserved in such Lease or Contract, shall remain in force as to such Portions of the Lands and Premises therein originally comprised as shall from Time to Time continue to be held by virtue of such Lease or Contract, and shall be considered to be apportioned so as to be available for Nonpayment or Nonrender of the Rent, Royalties, or Reservations, or Nonobservance or Nonperformance of the Covenants for the Time being payable or renderable, or to be observed and performed respectively for or in respect of the Portion of the Lands and Premises originally leased or contracted to be leased, which for the Time being shall continue to be held by virtue of such Lease or Contract, in the same Manner as if such Condition or Right of Re-entry, and other Conditions, had been originally exclusively reserved over or in respect of the same Portions only of the said Lands and Premises so continuing to be held by virtue of such Lease or Contract.

Underleases of Lands held for

XXXIV. That no Underlease of any Part of the Lands comprised in any original Lease for Building Purposes shall be liable to Forfeiture,

or

The Petre Estate Act, 1854.

or the Operation of any Condition or Right of Re-entry, for Non-payment of Rent or Breach of Covenants, unless and except only so far as such Nonpayment or Breach happens with respect to the Lands comprised in the Underlease, or some Part thereof; and no such Nonpayment or Breach with respect to the Lands comprised in any such Underlease shall 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 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.

Building Purposes not to be forfeited for Nonpayment of Rent, &c. in respect of Lands not comprised therein.

XXXV. That whensoever the Possession of any Part of the Lands and Premises leased or contracted to be leased, under the Provisions of this Act, or comprised in any subsisting Lease, is by or on the Behalf of the Owner resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of under this Act.

Lands of which Possession shall be recovered may be again disposed of under the Act.

XXXVI. That the Certificate in Writing of the Owner or (as the Case may be) of the Trustees, acknowledging the Receipt by him or them of any Counterpart of a Lease executed under this Act, shall be *prima facie* Evidence that such Counterpart was duly executed and delivered to the Owner or the Trustees, as the Case may be.

Certificates of Owner or of Trustees to be Evidence of Counterparts of any Leases under Act.

XXXVII. That every Lease granted under this Act, and conformable with the Provisions thereof, shall be deemed to be duly granted, although it was preceded by a Contract, and such Contract was not in all respects in due Accordance with the Provisions of this Act, or was not in all respects duly observed, and whether the Lease shall or shall not purport to be made in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract.

Leases under Act to be good without reference to preceding Contract.

XXXVIII. That after any Lease is made or granted conformably with the Provisions of this Act the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Contracts not to form part of Title to Leases.

XXXIX. That the Owner, if of full Age, or if such Owner shall for the Time being be under Age, the Trustees may from Time to

Power to confirm defective Leases.

[*Private.*]

The Petre Estate Act, 1854.

Time confirm any Lease purporting to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in granting the same, or in entering into the Contract for the same, such Lease is void or voidable, or is apprehended to be void or voidable, or may grant any Lease pursuant to the Provisions of this Act in lieu of such Lease, for any Estate or Term not exceeding the then Residue of the Estate or Term granted or purported to be granted by such Lease, and as to any such Lease at and under the same yearly Rent as was or a larger Rent than was reserved by such original Lease, or may accept a Surrender of any Lands purporting to be leased by any such void or voidable Lease, or by any such Lease which may be apprehended to be void or voidable as aforesaid, and grant any Lease pursuant to this Act of the Lands so surrendered, but not for any Estate or Term exceeding the then Residue of the Estate or Term granted or purported to be granted by the original Lease thereof, and at and under the same yearly Rent (if any) as was or a larger Rent (if any) than was reserved by such original Lease.

Conforma-
tions to be
without Fine
taken.

XL. That any Fine, Premium, or Foregift, or anything in the Nature thereof, shall not be taken for any such Confirmation of a Lease, though void or voidable.

Receipts of
Owner or
Guardian of
Owner to
be good
Discharge.

XLI. That every Receipt from Time to Time given by the Owner if of full Age, or by his Guardian if a Minor, for any Rents, Royalties, Reservations, or Money to be received by him under or by virtue of any Lease to be granted in pursuance of this Act, or otherwise to be received by him 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.

Payment of
Monies into

XLII. That the Money by this Act directed to be paid into the Bank shall from Time to Time be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* "the Persons interested in the settled Estates of the Right Honourable "*William Bernard Lord Petre*," pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the First, Chapter Thirty-two, and the General Orders of that Court, without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Chapter Twenty-four.

Receipts of
Cashier
into Bank
and Certifi-
cate of the

XLIII. That the Receipt of any Cashier of the Bank of *England*, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge for any Money paid into the
Bank

The Petre Estate Act, 1854.

Bank under the Provisions of this Act, and in such Receipt mentioned and acknowledged to be received; and after filing such Certificate and Receipt the Owner, and if a Minor his Guardian alone, and their respective Heirs, Executors, Administrators, or Assigns, shall not be answerable for the Misapplication or Nonapplication, or be liable to see to the Application of such Money or any Part thereof.

Accountant
General to
be Discharge
to Persons
paying
Money into
Bank.

XLIV. That upon a Petition to be preferred to the said Court of Chancery in a summary Way by the Owner if of full Age, or if such Owner shall be for the Time being under Age, then by his Guardian, the Court may and is hereby required to order all such Monies so paid into the Bank, or so much thereof as shall not be ordered by the Court to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions of this Act, to be from Time to Time laid out in such Manner as the Court shall direct in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances, being Charges on the Inheritance, affecting all or any Part of the Lands, or in the Purchase of any Manors, or Freehold or Copyhold Messuages, Lands, Tenements, or Hereditaments, in *England* or *Wales*, and the Inheritance thereof in Fee Simple in possession, subject or not subject to any existing Lease or Leases for any Term not exceeding Twenty-one Years thereon, but free from all other Incumbrances (except Quitrents, Land Tax, and other Outgoings of that Nature, if any), or in the Purchase of the Leasehold Interest of and in any Hereditaments convenient to be held with the Lands or with the other Hereditaments purchased which shall be holden under long Term of Years, whereof not less than Two hundred Years shall be unexpired at the Time of such Purchase, and the Hereditaments so purchased shall immediately after the Purchase thereof be assured to such Uses, upon such Trusts, and under and subject to such Powers, Provisoos, and Declarations, as, regard being had to the Difference (if any) in the Nature or Quality of the Property respectively, and other Circumstances, will best or most nearly correspond with the Uses, Trusts, Powers, Provisoos, and Declarations, which under the combined Operation of the said firstly, secondly, thirdly, and fourthly recited Settlements, or One or more of them, (as the Case may be,) and of this Act respectively, may be for the Time being subsisting concerning the Lands from or in respect of which the Money for the Time being laid out in Land under this present Clause shall have arisen, yet so that no Charges for the Time being subsisting upon the Lands shall be increased or multiplied by any Assurance under this present Clause, and so that in every such Assurance of Leasehold Hereditaments, or of Copyhold or Customary Hereditaments, not admitting of the Creation of Estates Tail, proper Provisions should be inserted for preventing

Application
of Monies
under the
Direction of
Court of
Chancery.

The Petre Estate Act, 1854.

preventing the absolute vesting thereof in any Tenant in Tail by Purchase who shall not attain the Age of Twenty-one Years.

All Monies not ordered to be applied by the Court to be vested in Exchequer Bills.

XLV. That all Monies which, pursuant to this Act, shall be paid into the Bank, or so much thereof as shall not be ordered by the Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions of this Act, shall, in the meantime and until such Monies be applied or be invested or laid out in or for all or any of the Purposes by this Act authorized, be from Time to Time laid out, in the Name of the said Accountant General, in the Purchase of Exchequer Bills, and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government or sold, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Exchange of Exchequer Bills.

XLVI. That the Court may make such General or Special Order (if necessary) that, whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are in course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in Exchange; and in that event the Interest of the new Bills shall, subject to the Provisions of this Act, be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Exchequer Bills to be deposited in Bank.

XLVII. That all such Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon a Petition to be preferred to the said Court in a summary Way by the Owner or (as the Case may be) his Guardian, to be sold by the Accountant General for completing any Purchase, or for any other of the Purposes of this Act.

Profits on Sale of Exchequer Bills.

XLVIII. That if the Money arising from the Sale of any such Exchequer Bills shall exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Lands which might have been directed to be purchased therewith in case the same had been purchased and settled pursuant to this Act, or the Representatives of such Person.

Court of Chancery to make

XLIX. That the Court of Chancery may, upon Petition to be preferred in a summary Way by the Owner or his Guardian (as the Case may

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may be), from Time to Time make Orders as the Court may think fit for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred in making the several Applications to the Court in pursuance of this Act, and in paying into the Bank such Monies as are by this Act directed to be paid in, and in taking the said Monies out of the Bank, and discharging Incumbrances, or in applying such Monies or any of them or investing the same in any Purchase, or otherwise as by this Act authorized, or in investigating the Title to the purchased Hereditaments, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also may from Time to Time make such Orders as the Court may think just for the Payment of all Costs, Charges, and Expenses as aforesaid out of the Monies paid into the Bank, or out of the Monies arising by the Sale of the Exchequer Bills or Securities purchased, as by this Act directed.

Orders for
Payment and
Taxation of
Costs, &c.

L. That neither this Act nor anything herein contained shall revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities respectively created and conferred by the said recited Settlements or any of them, now subsisting or capable of being exercised, except only so far as the same respectively may be affected by the Exercise or Execution of any of the Powers and Trusts by this Act created.

Powers of
recited Set-
tlement not
to be pre-
judiced.

LI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Emma Agnes Dowager Lady Petre*, her Executors, Administrators, and Assigns, and the said *John Wright* and *Henry Robinson* the younger, as Trustees of the Term of One hundred Years created by the said secondly-recited Settlement as aforesaid, their Executors, Administrators, and Assigns, and the said *William Bernard Lord Petre*, his Appointees, Heirs, and Assigns, and the said *William Joseph Petre* and the Heirs Male of his Body, and every other Son of the said *William Bernard Lord Petre* hereafter to be born, and the Heirs Male of the Body of every such Son, and the said *Mary Teresa Lady Petre*, her Executors, Administrators, and Assigns, and the said *Francis Petre* and *William Constable Maxwell*, as the Trustees of the Term of Two hundred Years created by the said fourthly-recited Settlement as aforesaid, and every Daughter and younger Son of the Marriage of the said *William Bernard Lord Petre* and *Mary Teresa Lady Petre*, his and her Executors, Administrators, and Assigns, and the said *Henry Valentine Lord Stafford* and *Charles Lord Stourton*, as the Trustees of the Term of Two thousand one hundred Years created by the said fourthly-

General
Saving.

[Private.]

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recited

The Petre Estate Act, 1854.

recited Settlement as aforesaid, their Executors, Administrators, and Assigns, and all and every other Persons and Person to whom any Estate, Right, Title, or Interest, at Law or in Equity, (other than Tenancies under any subsisting Leases or Agreements,) or any Charge, Lien, or Demand of, in, to, out of, upon, or affecting the Lands or any Part or Parts thereof respectively, is or has been limited, given, or made, or has descended, devolved, or shall descend or devolve, by or by virtue of the said firstly, secondly, thirdly, and fourthly recited Settlements, or any of them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the Lands or any Part thereof as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

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

LII. 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.