



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap. 8.

An Act for authorizing the granting of Building Leases of certain Parts of the Estates subject to the residuary Devise in the Will of *John Jenkins*, late of *Saltley Hall* in the County of *Warwick*, Esquire, and for appointing new Trustees of the said Will; and for other Purposes.

[30th July 1855.]

WHEREAS *John Jenkins*, formerly of *Saltley Hall*, but at the Date of his herein-after recited Will of *Maney* in the Parish of *Sutton Coldfield*, in the County of *Warwick*, Gentleman, by his last Will and Testament, dated on or about the Fourteenth Day of *May* One thousand eight hundred and twenty-three, and duly executed and attested for the Devise of Real Estate, after devising Estates at *Erdington* in the Parish of *Aston-juxta-Birmingham*, and after personal and pecuniary Bequests, gave and devised his Lands lately purchased of the *Worcester and Birmingham Canal Company*, and all those Two Third Shares of and in the Farm Lands and Premises situate at *Shenley Fields* in the Parish of *Northfield* in the County of *Worcester*, unto his Son, *Christopher Jenkins*,

Will of
J. Jenkins,
dated 14th
May 1823.

[Private.]

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during

Jenkins' Estate Act, 1855.

during his natural Life, and after his Decease unto any One or amongst the Children of the said *Christopher Jenkins* and *Elizabeth* his then Wife, his, her, or their Heirs and Assigns, in such Shares as the said *Christopher Jenkins* should by Deed or Will appoint, and in default of such Appointment to the Use of all such Children of the said *Christopher Jenkins* and *Elizabeth* his Wife equally as Tenants in Common, and of their respective Heirs and Assigns, for ever; and the said Testator, after devising as therein expressed his Estate at *Erdington* aforesaid called the Lands in *Lintley*, and a Piece of Land nearly opposite called the *Lower Rowden*, gave, devised, and bequeathed all the Rest and Residue of his Real Estate situate in the Counties of *Warwick*, *Salop*, and *Worcester*, or elsewhere, not therein-before disposed of, and all the Rest, Residue, and Remainder of his Personal Estate, of whatsoever Description, unto *John Chattock* of *Castle Bromwich*, *William Webb Ward* of *Ward End*, both in the Parish of *Aston*, and *John Greensall* of *Birmingham*, Esquires, their Heirs, Executors, and Administrators, upon trust to place out the Sum of Two thousand Pounds, Part of the said Testator's Personalty, upon the Trusts therein specified; and as to the Rest and Residue of his Real Estates, and as to the Remainder of such Residue of his Personal Estate, after Payment of his just Debts, Funeral Expenses, and those occasioned by his Will and Execution of the Trusts thereof, the said Testator directed that the said *John Chattock*, *William Webb Ward*, and *John Greensall*, and the Survivors or Survivor of them, his Heirs, Executors, and Administrators, should stand possessed thereof to put and place out all such Remainder of his Personal Estate at Interest upon Real or Government Securities, upon trust and to permit and suffer the Residue of such Moneys, Rents of such Residue of his Real Estates, Interest, and Dividends to accumulate, and from Time to Time, as often as such Rents, Interest, and Dividends, so accumulated, should amount to the Sum of Five hundred Pounds, then to put and place the same out at Interest on Real or Government Securities until such Remainder of his said Personal Estate, and such Rents, Interest, Dividends, and accumulated Interest and Dividends, should become payable and divisible in manner therein-after mentioned; and the said Testator further willed and directed that his said Trustees, and the Survivors or Survivor of them, his Executors and Administrators, should stand possessed of such Remainder of his Personal Estate, Rents, and the Accumulations aforesaid, upon trust to pay thereout any Sum not exceeding Four hundred Pounds to educate and article to an Attorney of Character his Grandson *John Jenkins* of *Saltley Hall*, and also to pay thereout any Sum not exceeding Two hundred Pounds to put Apprentice *John Thomas Jenkins*, the Godson of the Testator, to a Surgeon of eminent Practice, and also to pay the Sum of Five hundred Pounds apiece to *Jane*, *Anna*, *Lucius*, and *Henry Jenkins*, (the Two Daughters and Two youngest

Sons

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Sons of his the Testator's late Son *John Jenkins*,) when and as they should respectively attain the Age of Twenty-four Years; and in case any of the Four last-named Children should die before he or she should attain that Age leaving lawful Issue, then that the said Trustees should stand possessed of the Share or Shares of him, her, or them so dying, in trust for and for the Benefit of the lawful Issue of him, her, or them so dying, and payable as and when such Issue should respectively attain the Age of Twenty-four Years; but in case any of the Four last-mentioned Children should die before they should attain that Age, and without Issue, then that the Share or Shares intended for him, her, or them so dying should from Time to Time go and accrue to the Survivors and Survivor of them, Share and Share alike, payable at the same Time and in the same Manner to, between, and amongst the Survivors and Survivor, as was therein-before declared with respect to their original Share or Shares; and that his said Trustees should, out of such Remainder of his Personalty, Rents, and Accumulations as aforesaid, purchase the Fee Simple and Inheritance of One Third Share of the Estate at *Shenley Fields*, and therein and herein-before mentioned, which Share was directed to be sold by the Will of his late Brother *Thomas Jenkins*, on the Decease of his Widow, and in trust to convey or suffer the same to be conveyed to his the Testator's Son *Christopher Jenkins* during his Life, and after his Decease to his Children, to the same Uses as were therein-before directed in respect to the other Two Third Shares of the Estate theretofore mentioned in the said Will; and that his said Trustee should out of such Remainder purchase all the Shares or Parts of the Estates which were devised by the Testator's Father to his the Testator's Brother *Thomas Jenkins*, then deceased, also his the said *Thomas Jenkins* One Fourth Share in *Ward End* Estate, and which the said *Thomas Jenkins* by his Will had directed to be sold, on the Decease of *Elizabeth Gostling Jenkins* his Widow, so that the said Trustees might be possessed of the Entirety, and that the said *John Chattock*, *William Webb Ward*, and *John Greensall*, and the Survivors and Survivor of them, his Heirs, Executors, or Administrators, should stand possessed of his Real Estates so devised in them in trust as aforesaid, and of all the Shares (except One Third Share of the said *Shenley Fields* Estate) and Parts of the said Estates so directed to be purchased as before mentioned, when purchased, upon trust, as soon as the Purchase of such Shares and Parts of the said Estates so directed to be purchased should have been completed; and when his the Testator's Grandson, the said *John Jenkins* of *Saltley Hall*, should attain the Age of Twenty-four Years, then to permit his the said Testator's Grandson *John Jenkins* to receive and take the Rents and Profits of all and singular the said Estates, Shares and Parts of Estates, as well as such as he the Testator then was in possession of or entitled to in his own Right, and given in trust as aforesaid, as also such as were directed to be purchased

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purchased by the said Trustees, for and during his the said *John Jenkins*' the younger natural Life, and after his Decease unto the Use of the First and all and every the Son and Sons of the said *John Jenkins* the Grandson, severally, successively, and in remainder one after the other as they should be in Priority of Birth, and the Heirs Male of the Bodies of all and every such Son and Sons lawfully issuing, and in default of such Issue that the said Trustees and the Survivors and Survivor of them, his Heirs, Executors, and Administrators, should stand possessed of the said Trust Estates, and receive the Rents and Profits thereof, until the same should amount to the Sum of Two thousand Pounds, which Sum, when raised as aforesaid, the Testator directed should be paid unto and between his the Testator's Two Grandsons the said *Lucius* and *Henry Jenkins* Share and Share alike, but in case either of them should die without leaving lawful Issue, then that his Share so dying should go and be paid to the said *Jane* and *Anna Jenkins*, their Sisters, Share and Share alike; then, as to the said Trust Estates, to the Use of his the Testator's Grandson *Humphrey Woodcock Jenkins*, the Second Son of his the Testator's Son *John Jenkins* deceased, and his Heirs and Assigns, for and during the Term of his natural Life, without Impeachment of Waste, except wilful Waste, and after the Determination of that Estate by any Means in his Life then to the said Trustees and their Heirs during the natural Life of the said *Humphrey Woodcock Jenkins*, to support the contingent Remainders therein given or limited, and after the Decease of the said *Humphrey Woodcock Jenkins* to the First and all and every Son and Sons of his the said Testator's said Grandson *Humphrey Woodcock Jenkins*, lawfully to be begotten, severally, successively, and in remainder one after the other as they should severally be in Priority of Birth, and the Heirs Male of the Bodies of all and every such Son and Sons lawfully issuing, and in default of such Issue to the Use of the said *Lucius Jenkins*, Grandson of the said Testator, his Heirs and Assigns, for and during the Term of his natural Life, without Impeachment of Waste, other than wilful Waste, and after the Determination of that Estate by any Means in his Lifetime then to the said Trustees and their Heirs during the natural Life of the said *Lucius Jenkins*, to support contingent Remainders, and after the Decease of the said *Lucius Jenkins* to the First and other Sons of the said *Lucius Jenkins* successively according to Priority of Birth in Tail Male, with Remainder to the Use of *Henry Jenkins* the youngest Son of the said Testator's said Son *John Jenkins*, and his Assigns, during his natural Life, without Impeachment of Waste, with a Limitation to the said Trustees and their Heirs during the natural Life of the said *Henry Jenkins*, to preserve the contingent Remainders, with Remainder to the First and other Sons of the said *Henry Jenkins* successively according to Priority of Birth in Tail Male, with Remainder to the Use of his the Testator's Grandson and Godson
John

Jenkins' Estate Act, 1855.

John Thomas Jenkins, eldest Son of the said *Christopher Jenkins*, and to his Heir Male, for ever; and the said Testator further willed and directed, that if the whole or any Part of the Estates therein-before given to his said Sons, Grandsons, or to his the said Testator's Trustees, and also the Shares and Parts directed to be purchased, could be at any Time thereafter sold or disposed of to advantage, for Convenience or Accommodation, that it should be lawful for the said Trustees and the Survivors or Survivor of them, his Heirs, Executors, and Administrators, to sell or exchange the whole or any Part of the said Estates, so that the Exchange should be of equal Value, and that the Money arising from any Sale or Sales of the said Estates should be laid out in the Purchase of other Estates of equal Value to the Estates so taken in exchange or purchased, and should be subject to the same Trusts, Uses, and Contingencies as therein-before directed with respect to the said Estates, and so that the Intention of the Testator should not be altered or varied by such Exchange: And whereas the said Testator made a Codicil to his said Will, dated on or about the Twenty-seventh Day of *November* One thousand eight hundred and twenty-six, and duly executed and attested for the Devise of Real Estate, and thereby varied the Devises of the said Estate at *Erdington*, and gave Two Pieces of Land, and gave an Annuity out of his Estate at *Erdington*, lately purchased from Earl *Howe*, in manner therein aforesaid, and a Legacy of Five hundred Pounds, and revoked the Devise which he had made of the Estate at *Shenley-Fields* in the Parish of *Northfield* to his said Son *Christopher Jenkins*, and gave and devised the aforesaid Estate at *Northfield* to the said *Christopher Jenkins* for his Life, without Impeachment of Waste, and after his Decease to the Use of *John Greensall*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years from his Decease, upon trust by the Means therein aforesaid to raise the Sum of Two thousand Pounds, and to pay the same unto the younger Brothers and Sisters of his the Testator's Godson and Grandson *John Thomas Jenkins*, or the Survivor of them, Share and Share alike, as they respectively should attain the Age of Twenty-four Years, and subject thereto, and devised the said Estates at *Northfield* in manner in the said Codicil aforesaid; and the said Testator further directed, that in case any of his the said Testator's Grand-daughters should marry without the Consent and Approbation of their Parents and the Majority of his the Testator's Executors first had and obtained in Writing duly signed and attested, his the said Testator's Executors should retain the Legacy of every such Grand-daughter, and place the same on Government or Land Security at Interest, and pay the Interest duly to each and every such Grand-daughter during their respective Lives, and at the Decease of them that the said Executors should pay to the Child and Children, Share and Share alike, lawfully issuing the Legacy bequeathed to their Mother, respectively as they

Codicil,
dated 27th
November
1826.

[*Private.*]

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Jenkins' Estate Act, 1855.

Indentures
dated 23d
and 24th
May 1834.

attain the Age of Twenty-one Years; and the said Testator willed that the Timber growing on the *Shenley Farm* should be sold for the Purpose therein-mentioned, but did not by his said Codicil in any otherwise revoke, vary, or alter his said Will: And whereas the said Testator died on or about the Fourth Day of *April* One thousand eight hundred and twenty-eight, without having altered or revoked his said Codicil, and without having in any Manner, otherwise than by his said Codicil, revoked or altered his said Will: And whereas the said *William Webb Ward*, by his then Name of *William Webb Ward Essington*, renounced the Executorship of the said Will and Codicil of the said Testator *John Jenkins*, and by Deed Poll, dated on or about the Twenty-third Day of *December* One thousand eight hundred and twenty-eight, disclaimed the Trusts of the same Will and Codicil: And whereas the said Will and Codicil were proved by the said *John Chattock* and *John Greensall* only in the Prerogative Court of *Canterbury* on or about the Fifteenth Day of *April* One thousand eight hundred and twenty-nine: And whereas by Indentures of Lease and Release, dated on or about the Twenty-third and Twenty-fourth Days of *May* One thousand eight hundred and thirty-four, the Indenture of Release made or expressed to be made between *Samuel Partridge* Surgeon (surviving Trustee for Sale named in the last Will and Testament of *Thomas Jenkins*, then late of *Yardley* in the County of *Worcester*, Gentleman, deceased,) of the First Part, *Thomas Denston* Gilder and *Mary Taylor* Widow of the Second Part, *Roger Williams Gem* Gentleman, deceased, of the Third Part, *Thomas Chattaway* and *Jane* his Wife, theretofore *Jane Jenkins* Widow, and *Lucius Chattock Jenkins* Gentleman, (Executors named and appointed in and by the last Will and Testament of *John Jenkins* the younger, then late of *Saltley Hall* aforesaid, Gentleman, deceased, being the herein-before mentioned Devisee of that Name,) of the Fourth Part, and the said *John Chattock* and *John Greensall*, therein described as Trustees and Executors named in the last Will and Testament of *John Jenkins* the elder, formerly of *Saltley Hall* aforesaid, then late of *Maney* in the Parish of *Sutton Coldfield* aforesaid, Gentleman, deceased, being the herein-before named *John Jenkins* the Testator, of the Fifth Part, the One undivided Fourth Part, late of the said *Thomas Jenkins*, in the Estate called *Ward End*, mentioned in the said Will of the said *John Jenkins*, and comprising One Fourth of the Land and Hereditaments mentioned or described in the Second Schedule to this Act, and also One undivided Fifth Part or Share, late of the said *Thomas Jenkins*, of and in the said *Talbot Inn* and other Hereditaments mentioned or described in the First and Third Schedules to this Act respectively, were, upon Purchases of the same made by the said *John Chattock* and *John Greensall*, the acting Trustees under the Will of the said *John Jenkins*, pursuant to the said Directions thereof, conveyed unto the said *John Chattock* and *John Greensall*, their Heirs and Assigns, for ever, to the Uses,
upon

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upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos; and Declarations limited, expressed, and declared of and concerning the same in and by the said Will of the said *John Jenkins* the elder, deceased, or to, upon, or for such of the same Uses, Trusts, Intents, and Purposes, and subject to such of the same Powers, Provisoos, and Declarations, as were then subsisting and capable of taking effect: And whereas the Inheritance in Fee Simple of the said Estate at *Shenley Fields* was also purchased and conveyed in accordance with the Directions of the said Will of the said *John Jenkins*: And whereas by means of the said Conveyance so made by the herein-before recited Indentures dated on or about the Twenty-third and Twenty-fourth Days of *May* One thousand eight hundred and thirty-four, and under the residuary Devise contained in the said Will of the said *John Jenkins*, the Entirety of the Fee Simple of the said Lands and Hereditaments mentioned or described in the First, Second, and Third Schedules to this Act became vested in the said *John Chattock* and *John Greensall*, the acting Trustees of the said Will, subject to the Trusts and Dispositions thereby made of the residuary Real Estate of the said Testator: And whereas the said *John Greensall* died on or about the Twentieth Day of *August* One thousand eight hundred and forty-six, leaving the said *John Chattock* his Co-Trustee him surviving: And whereas the said *John Chattock* died on or about the Thirteenth Day of *March* One thousand eight hundred and fifty, having made his Will, dated on or about the Thirteenth Day of *November* One thousand eight hundred and forty-nine, and appointed *William Wheelwright*, *Edward Sadler*, and *Christopher Chattock*, Trustees and Executors thereof, and made a Codicil to his said Will, dated the Ninth Day of *March* One thousand eight hundred and fifty, whereby the said *John Chattock* declared that he had appointed *Edward Sadler* One of his Trustees and Executors by Mistake, and appointed *William Wheelwright*, *Richard Sadler*, and *Christopher Chattock* Trustees and Executors of his said Will and Codicil; but the said Testator did not by his said Will or the Codicil make any Devise which could pass Estates vested in him upon any Trust: And whereas the said Will and Codicil of the said *John Chattock* was proved by the said *Christopher Chattock* alone in the Prerogative Court of *Canterbury* on the First Day of *June* One thousand eight hundred and fifty: And whereas the said *William Wheelwright*, *Richard Sadler*, and *Christopher Chattock* have hitherto acted as the Trustees of the Will and Codicil of the said *John Jenkins*: And whereas the said Sum of Four hundred Pounds, by the said Will of the said *John Jenkins* directed to be paid for the Education and articleing to an Attorney of his Grandson the said *John Jenkins* of *Sattley Hall*, was paid by the said Testator during his Life for the said Purpose, and the said Sum of Two hundred Pounds, by the same Will directed to be paid for putting the said

Testator's

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Testator's Godson *John Thomas Jenkins* Apprentice to a Surgeon, has been paid to the said *John Thomas Jenkins* out of the Estate of the said Testator, the said *John Thomas Jenkins* having been apprenticed to a Surgeon during the Testator's Life, but no Premium having been paid by the Testator: And whereas, in pursuance of the Directions in the Will of the said *John Jenkins*, the Sum of Five hundred Pounds hath, out of the Fund thereby accumulated, been paid to each of the said *Jane Jenkins* and *Henry Jenkins*, the said *Lucius Jenkins* having died under the Age of Twenty-four Years: And whereas the Shares of the said *Jane Jenkins* and *Henry Jenkins* in the Sum of Five hundred Pounds, bequeathed by the said Will to the said *Lucius Jenkins*, and to which they became entitled by Survivorship on the Death of the said *Lucius Jenkins*, have been duly paid: And whereas the said *Anna Jenkins*, one of the said intended Legatees of Five hundred Pounds under the said Will, intermarried with *Robert Massey* in the Year One thousand eight hundred and thirty-two, but without obtaining such Consent of the Executors of the said Testator *John Jenkins* as by his Codicil required, and died on the Thirtieth Day of *June* One thousand eight hundred and forty-nine, leaving an only Child, *Robert Jenkins Massey*, an Infant of Sixteen Years of Age: And whereas Letters of Administration of the Goods, Chattels, and Credits of the said *Anna Massey* were on the Eighteenth Day of *January* One thousand eight hundred and fifty-four granted by the Prerogative Court of *Canterbury* to the said *Robert Massey* her Husband: And whereas, in consequence of the Marriage of the said *Anna Jenkins* with the said *Robert Massey* without such Consent as aforesaid, the said Sum of Five hundred Pounds, herein-before recited to have been provided for her in case her Marriage did not take place without such Consent, have been invested in Five hundred and thirty-nine Pounds Five Shillings and Fourpence Three Pounds *per Centum* Consolidated Annuities, now standing in the Name of the said *Christopher Chattock*, as the Executor of the said *John Chattock*, as is testified by a Deed Poll under the Hand and Seal of the said *Christopher Chattock*, dated on or about the First Day of *May* One thousand eight hundred and fifty-five: And whereas the Share of the said *Anna Jenkins* in the Sum of Five hundred Pounds bequeathed to the said *Lucius Jenkins* was, together with an Arrear of Interest, paid into the Bank of *England* in the Name of the Accountant General of the Court of Chancery, and the same is now in Court to the Credit of the Cause *Shipman* versus *Chattock*, "The accrued Legacy Account of *Anna Massey* and her Children:" And whereas by Indenture dated on or about the Fourth Day of *March* One thousand eight hundred and fifty, and made between *William Ivory Walford* and *Jane* his Wife (theretofore the said *Jane Jenkins*, the Grand-daughter of the said *John Jenkins* the Testator,) of the one Part, and Sir *Francis Lyttleton*

Indenture,
dated 4th
March 1850.

Jenkins' Estate Act, 1855.

Lyttleton Holyoake Goodricke Baronet and *George Holyoake* Esquire of the other Part, after reciting the said Will and Codicil of the said *John Jenkins*, his Death, and the Probate of the said Will and Codicil, and reciting an Indenture dated the Sixteenth Day of *January* One thousand eight hundred and thirty-three, and made between the said *William Ivory Walford* of the First Part, the said *Jane Jenkins* afterwards *Jane Walford* of the Second Part, *John Chattaway* and *Jane* his Wife, Mother of the said *Jane Jenkins* and *Lucius Chattock Jenkins* of the Third Part, and *John Thomas Jenkins*, the said *John Chattaway*, and *Matthew Dawes* of the Fourth Part, being a Settlement previously to the Marriage of the said *William Ivory Walford* and *Jane Jenkins*, with the Consent of the said *John Chattaway* and *Jane* his Wife, and *Lucius Chattock Jenkins*, whereby certain Estates therein described (but not comprising any Legacy for the said *Jane Jenkins* under the aforesaid Will of the said *John Jenkins*) were settled, and reciting the Death of the said *John Jenkins* the Grandson without leaving Issue, whereupon the said *William Ivory Walford* and *Jane* his Wife, or the said *William Ivory Walford* in her Right, became entitled to the Sum of Five hundred Pounds, being the Share of the said *Jane Walford* of the Legacy of Two thousand Pounds directed to be raised and paid upon the Death of the said *John Jenkins* the Grandson without leaving Issue Male, and reciting the Death of the said *Lucius Jenkins* in the Month of *October* One thousand eight hundred and forty, a Bachelor, and of the said *John Jenkins* the Grandson in the Year One thousand eight hundred and forty-nine, without leaving Issue, whereupon the said *William Ivory Walford* and *Jane* his Wife, or the said *William Ivory Walford* in right of his Wife, became and were or was entitled to the Sum of Five hundred Pounds, being the Share of the said *Jane Walford* of the Legacy of Two thousand Pounds directed to be raised and paid upon the Death of the said *John Jenkins* the Grandson without leaving Heirs Male him surviving, and upon the Death of either of them the said *Lucius Jenkins* and *Henry Jenkins* without leaving Issue, as in and by the said recited Will of the said *John Jenkins* the Grandfather was mentioned, it was witnessed that the said *William Ivory Walford* and *Jane* his Wife did assign unto the said *Sir Francis Lyttleton Holyoake Goodricke* and *George Holyoake* the said Legacy of Five hundred Pounds, being the Fourth Part of the said Two thousand Pounds, to hold the same unto the said *Sir Francis Lyttleton Holyoake Goodricke* and *George Goodricke*, by way of Mortgage, for securing any Sum due or to become due to them from the said *William Ivory Walford*: And whereas by Indenture dated on or about the Eleventh Day of *February* One thousand eight hundred and fifty-four, and made between the said *Sir Francis Lyttleton Holyoake Goodricke* and *George Holyoake* of the First Part, the said *Humphrey Woodcock Jenkins* of the Second Part, and the said *Christopher Chattock* of

Indenture
dated 11th
Feb. 1854.

[Private.]

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Jenkins' Estate Act, 1855.

the Third Part, after reciting the herein-before recited Indenture of the Fourth Day of *March* One thousand eight hundred and fifty, and reciting that the said *Henry Jenkins* died in the Month of *November* One thousand eight hundred and fifty-one, without Issue, and that the said *William Ivory Walford* was in the Month of *May* One thousand eight hundred and fifty duly adjudged and declared bankrupt, and at the Time of his said Bankruptcy there was and still remained owing from him to the said Sir *Francis Lyttleton Holyoake Goodricke* and *George Holyoake*, on the Balance of his Account current with them, the Sum of Two thousand five hundred Pounds and upwards, and reciting other Matters which are also herein-before recited, and reciting that the said Sir *Francis Lyttleton Holyoake Goodricke* and *George Holyoake*, conceiving themselves entitled, under the said recited Mortgage, to the Sum of One thousand Pounds, when raised, under the Trusts of the said recited Will of the said *John Jenkins*, being One Half Part of the said Sum of Two thousand Pounds so directed by the said Will to be raised in the Events aforesaid, and paid to the said *Jane Walford* on the Death of the said *Lucius* and *Henry Jenkins* without leaving lawful Issue, had agreed with the said *Humphrey Woodcock Jenkins* (the Tenant for Life of the said Residuary Real Estate, subject as aforesaid,) to assign the same, and all other the Estate and Interest of them the said Sir *Francis Lyttleton Holyoake Goodricke* and *George Holyoake* under the same Security, for the Sum of Six hundred and fifty Pounds, to him the said *Humphrey Woodcock Jenkins*, and to release the said Estates and the said *Christopher Chattock*, it was witnessed, that, in consideration of the Sum of Six hundred and fifty Pounds to the said Sir *Francis Lyttleton Holyoake Goodricke* and *George Holyoake* paid by the said *Humphrey Woodcock Jenkins*, they the said Sir *Francis Lyttleton Holyoake Goodricke* and *George Holyoake* did assign and transfer unto the said *Humphrey Woodcock Jenkins* all that the said Legacy or Sum of Five hundred Pounds, and all and every other Sum and Sums of Money comprised in and assigned by the said recited Mortgage Security of the Fourth Day of *March* One thousand eight hundred and fifty, or intended so to be, to have, receive, and take the same unto the said *Humphrey Woodcock Jenkins*, his Executors, Administrators, or Assigns, for his and their own Use and Benefit: And whereas by Indenture dated on or about the Twenty-third Day of *February* One thousand eight hundred and fifty-four, and made between the said *Robert Massey* of the one Part, and the said *Humphrey Woodcock Jenkins* of the other Part, after reciting the said Will and Codicil of the said Testator *John Jenkins*, and the Proof of his said Will and Codicil, and the Death of the said *Lucius Jenkins* and of the said *John Jenkins* the Grandson of the said Testator respectively without Issue, and the Marriage of the said *Anna Jenkins* with *Robert Massey*, and a Contract by the said *Robert Massey*

Indenture
dated 23d
Feb. 1854.

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Massey for the Sale to the said *Humphrey Woodcock Jenkins* of the Interest of him the said *Robert Massey* in right of his said Wife of and in the said Sum of Two thousand Pounds for Four hundred and fifty Pounds, it was witnessed, that, in consideration of the Sum of Four hundred and fifty Pounds to the said *Robert Massey* paid by the said *Humphrey Woodcock Jenkins*, the said *Robert Massey* did assign unto the said *Humphrey Woodcock Jenkins* all that the Part, Share, Estate, and Interest (if any) of him the said *Robert Massey* in right of his said Wife of and in the said Sum of Two thousand Pounds so directed to be raised by the said Will of the said Testator *John Jenkins* in the Event of the Death of the said *John Jenkins* the Grandson without leaving Heirs Male him surviving, and to be paid to the said *Anna Massey* on the Death of *Lucius* and *Henry Jenkins* or either of them without Issue, to receive and take the same unto the said *Humphrey Woodcock Jenkins*, his Executors, Administrators, and Assigns, to his and their own proper Use and Benefit: And whereas the said *John Jenkins* the Grandson of the said Testator died in the Month of *June* One thousand eight hundred and forty-nine without Issue: And whereas the said *Humphrey Woodcock Jenkins* intermarried with *Mary Hiorns Massey* on or about the Fourteenth Day of *December* One thousand eight hundred and forty-eight, and has Issue by her One Son only, namely, *John Jenkins*, who was born on or about the Twenty-seventh Day of *November* One thousand eight hundred and fifty-one, and no other Child: And whereas the said *Lucius Jenkins* died in the Month of *November* One thousand eight hundred and thirty-nine, without Issue: And whereas the said *Henry Jenkins* died in the Month of *October* One thousand eight hundred and fifty-one, without Issue: And whereas by virtue of the Limitations in the Will of the said *John Jenkins* contained, and in consequence of the Death of the said *John Jenkins* the Grandson of the said Testator without Male Issue, and of the Matters or Facts herein-before recited or mentioned, and subject to the Right of any other Person or Persons entitled to or interested by the Means herein-before recited or mentioned in or to all or any Portion of the said Sum of Two thousand Pounds so directed to be raised from the Rents and Profits of the Freehold Hereditaments comprised in the residuary Devise contained in the Will of the said *John Jenkins*, the said *Humphrey Woodcock Jenkins* became entitled as Tenant for Life in possession to the Freehold Hereditaments comprised in such residuary Devise, with Remainder to the said *John Jenkins* his only Son in Tail Male, with such Remainder (subject to the Estate Tail or Estates Tail of any future Son or Sons of the said *Humphrey Woodcock Jenkins*) to the said *John Thomas Jenkins* and his Heirs Male for ever, as is so declared or limited in and by the Will of the said *John Jenkins*, as is herein-before mentioned or recited: And whereas the Lands mentioned in
the

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the First and Second Schedules to this Act were comprised in the residuary Devise contained in the Will of the said *John Jenkins*, and the same are near to the Town of *Birmingham* in the County of *Warwick*, in which Town and in the Neighbourhood whereof great Numbers of Dwelling Houses, Manufactories, Mills, and other Buildings for Manufacturing Purposes have recently been erected, and there is still a great Demand for Building Sites for the like Purposes: And whereas the Lands mentioned in the First Schedule to this Act are near or adjacent to Land let on long Building Leases, and, although affording highly advantageous Sites for Building Purposes, they are at present let upon Terms very inferior to those which are obtained by neighbouring Proprietors who have the Power of letting their Ground on long Building Leases: And whereas the Owners of the said Lands lying adjacent to the Lands mentioned in the First Schedule to this Act are about to lay out the same in Roads, Streets, and other continuous Lines of Buildings and Houses, and if Houses and Buildings should be erected or prepared to be erected on the said Estates such Roads, Streets, and other continuous Lines of Buildings would be made in direct and convenient Communication with the Houses and Buildings that may be erected on the Lands which are mentioned in the said First Schedule to this Act, but if such Houses and Buildings should not be erected, or made ready and prepared to be erected, such Roads, Streets, and other Lines of Buildings will be laid out otherwise than in communication with the said Estates, to the great and permanent Disadvantage and Loss of the Owner for the Time being of the Estates subject to the residuary Devises so made by the said *John Jenkins*: And whereas it is impracticable to erect or cause to be erected Dwelling Houses or other Buildings on the said Estates mentioned in the Schedules to this Act, otherwise than by leasing the same upon long Terms of Years, it being the Custom in the Neighbourhood of the said Estates to grant Building Leases for Terms of Ninety-nine Years at the least: And whereas the Lands mentioned or described in the Second Schedule to this Act afford eligible Sites for building, and are likely very soon to be required for such Purpose: And whereas it would be most advantageous to the said *Humphrey Woodcock Jenkins* and his said Son, the said Infant *John Jenkins*, and all other Persons interested or who may hereafter become interested in the said Estates holden under the residuary Devise contained in the said Will of the said *John Jenkins*, if Powers were granted of leasing the Premises specified in the First and Second Schedules to this Act for Building Purposes, on Terms as advantageous to the Lessees as those on which similar Leases of Lands in the same District can be obtained, and for making Roads, Streets, and other Conveniences for the Benefit of the said Estates; but the said Will of the Testator *John Jenkins* does not contain any Power to make such Leases: And whereas the
Freehold

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Freehold Hereditaments mentioned or described in the Third Schedule to this Act, and so subject to the residuary Devise contained in the said Will of the said *John Jenkins*, are a detached Property, and form the *Talbot Inn* and Gardens on the *Halesowen Road* in the Parish of *Halesowen* in the said County of *Warwick*, and the same are not material for the Enjoyment of other Property subject to such residuary Devise, and are not susceptible of any Improvement by building or otherwise: And whereas there are not any Funds which under the said Will of the said *John Jenkins* can be applied for meeting the Expenses of laying out Streets, Roads, Squares, and otherwise preparatory to such Building Operations herein-before mentioned as beneficial for the Persons entitled under the said residuary Devise, or for defraying the Expense of obtaining this Act, since, although there are Powers of Sale contained in the said Will of the said *John Jenkins* of the Land thereby given, yet the Moneys to arise from such Sales must be again laid out in the Purchase of other Estates: And whereas it would be very beneficial for all Persons entitled under the said residuary Devise contained in the said Will of the said *John Jenkins* if the said Property consisting of the *Talbot Inn* and Gardens and other Hereditaments mentioned in the said Third Schedule to this Act were sold, and the clear Produce of such Sale were rendered applicable for defraying such Expenses as aforesaid, with a Sinking Fund, the Produce and Accumulations thereof, to be laid out in the Purchase of other Lands, to be settled in accordance with the residuary Devise contained in the said Will: And whereas, although the said Will of the said *John Jenkins* contains Powers of Sale and Exchange of the Lands thereby devised, yet it doth not contain any Provision that the Receipts of the Trustees of the said Will should be effectual Discharges to Persons paying Money to them on Sales or Exchanges made in exercise of the Powers contained in the said Will, neither does the said Will contain any Power of appointing new Trustees thereof: And whereas, in pursuance of an Order of the High Court of Chancery made on the Twenty-fourth Day of *March* One thousand eight hundred and fifty-five, on the Petition of the said *John Jenkins* the Infant, by his next Friend, in a certain Cause depending in the said Court, wherein the said *John Jenkins* by *William Martin Wilkinson* his next Friend, is Plaintiff, and the said *Humphrey Woodcock Jenkins*, *William Wheelwright*, *Richard Sadler*, and *Christopher Chattock* are Defendants, it was ordered, that an Inquiry be made whether it would be for the Benefit of the Petitioner to consent to the Bill proposed to be brought into Parliament for authorizing the Trustees of the Will of the said *John Jenkins* to grant Building Leases of certain Portions of the Estates devised by the said Will, and also for granting other Powers for more effectually carrying out the Trusts

Order of
Court, dated
24th March
1855.

[Private.]

3 e

of

Jenkins' Estate Act, 1855.

Certificate of
Approval
dated 10th
May 1855.

of the said Will, and if the Court should be of opinion that it was for the Benefit of the Petitioner to consent to such Bill, then it was ordered that the Draft of the said Bill should be settled by the Judge to whose Court the said Cause was attached: And whereas by the Certificate of the Chief Clerk of the Right Honourable the Master of the Rolls, the Judge to whose Court the said Cause is attached, bearing Date the Tenth Day of *May* One thousand eight hundred and fifty-five, and duly approved by the said Judge, it is certified, that it would be for the Benefit of the Petitioner the said *John Jenkins* the Infant to consent to the Bill about to be brought into Parliament for authorizing the Trustees of the Will of the said *John Jenkins* to grant Building Leases of certain Portions of the Estates devised by the said Will, and also for granting other Powers for more effectually carrying out the Trusts of the said Will, and that the Draft of this present Act had been settled and approved of by the said Judge, pursuant to the said Order of the Twenty-fourth Day of *March* One thousand eight hundred and fifty-five, and in testimony of such Approval the said Judge had signed his Name at the Foot of a Copy of the said Act: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Humphrey Woodcock Jenkins*, and also the said *John Jenkins*, by the said *Humphrey Woodcock Jenkins* his Father, 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:

Short Title.

I. This Act may be cited for any Purpose as "*Jenkins' Estate Act, 1855.*"

Interpreta-
tion of
Terms.

II. The following Words and Expressions shall in this Act have the following Meanings:

The Word "Lands" shall include "Messuages, Lands, Tenements, and Hereditaments," and the Expression "Tenant in possession" shall mean the said *Humphrey Woodcock Jenkins*, and after his Decease shall mean the Person or Persons who from Time to Time under the Limitations of the residuary Devise contained in the said Will of the said *John Jenkins* shall be entitled to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments specified or mentioned in the said First and Second Schedules to this Act, or if and when any such Person so entitled shall be under Age then the same shall mean his Guardian or Guardians.

Appoint-
ment of
Trustees.

III. *Thomas Aldington* of *Gorcott Hall* in the County of *Warwick*, Esquire, and *John Hancox* of the Parish of *Studley* in the same

Jenkins' Estate Act, 1855.

same County, Esquire, shall be and are hereby appointed Trustees of the Estates and Properties subject to the residuary Devise and Bequest contained in the said Will of the said *John Jenkins*, and they, or the Survivors or Survivor of them, and other the Trustees or Trustee for the Time being to be associated with any or either of them, or to be appointed in their or his Stead, under the Power of appointing new Trustees herein-after contained, shall be the Trustees or Trustee, not only under such residuary Devise or Bequest, but also to carry into effect the Powers in this Act contained.

IV. The several Powers of Sale and leasing herein-after contained may from Time to Time be exercised by the Trustee or Trustees of this Act with the Consent of the Tenant in possession.

Powers to be exercisable by Trustees, with Consent &c. ;

V. Such Powers of Sale and leasing respectively shall be exercisable by Indenture sealed and delivered by the said Trustee or Trustees for the Time being and by the Tenant in possession respectively, in the Presence of and attested by One or more Witness or Witnesses.

by Indenture sealed and delivered.

VI. The said Trustee or Trustees shall forthwith sell the said *Talbot Inn* and Garden and other Hereditaments comprised in the said Third Schedule to this Act, and the Appurtenances, and the Inheritance in Fee Simple of the same, for such Price or Prices as he or they may deem reasonable, and either by Public Auction or Private Contract, or partly in each such Mode, and either altogether or in Lots or Parcels, and with or under such special or other Conditions of Sale as he or they may think fit, and he or they shall have full Power to rescind, modify, or vary every or any such Contract, and re-sell the Hereditaments so to be bought in, or the Contract for Sale whereof may be so rescinded, in or by all or any of the Modes or Means aforesaid.

Power to sell the *Talbot Inn*.

VII. The Assurance for effectuating every or any such Sale may be made by way of Revocation of Uses, and by Appointment and Conveyance to new or other Uses, or simply by way of Appointment and Conveyance to other Uses, and may be effected by making such Appointment and Conveyance respectively (either with or without any prior Revocation of Uses) unto any Person or Persons in Fee Simple to the Uses required, or by making the same at once to such Uses; and every such Assurance, whether by Revocation or new Appointment or Conveyance, or merely by way of Appointment or Conveyance of the Lands respectively so to be sold, shall free and discharge all the Lands to be so assured of and from all the Limitations then subsisting under or by means of the residuary Devise contained in the said Will of the said *John Jenkins*, or the said Codicil to his said Will.

Form of Assurance.

VIII. The

Jenkins' Estate Act, 1855.

Declaration
by Tenant in
possession
to produce
Title Deeds
to operate as
a Covenant.

VIII. The Declaration in any such Deed of Assurance that may be executed for effectuating any Sale or Exchange, or in any separate Deed, respectively to be made by the Tenant in possession, that the Deeds, Evidences, and Writings relating to any Lands so sold which may be in the Custody or Power of such Tenant in possession shall from Time to Time be produced, and that Copies or Extracts therefrom shall from Time to Time be furnished unto and upon the Request and at the Costs and Charges of any Purchaser or Purchasers, or Person or Persons to be entitled by means of such Sale, and his or their Heirs or Assigns respectively, shall operate as a Covenant by the Tenant in possession, and each succeeding Tenant in possession, having the Custody of such Deeds, Evidences, and Writings, (not being merely a Guardian,) for himself respectively, and his respective Heirs, Executors, and Administrators, with the Purchaser or Purchasers, or other Person or Persons so entitled, and his or their Heirs and Assigns, for such Production, and for furnishing such Copies or Extracts respectively, but so that the Real or Personal Representatives of any such Tenant in possession shall not after his Death be answerable otherwise than for any Breach committed in his Lifetime.

Until sold,
Lands to
remain
subject to
Limitations
of Will and
Codicil.

IX. In the meantime and until the Lands respectively comprised in the Third Schedule to this Act shall be so appointed or conveyed by way of Sale as aforesaid, the same shall remain subject to all the Limitations under or by means of the said Will of the said *John Jenkins* according to which the same would have been holden in case this Act had not passed, and the Rents, Issues, and Profits of the same Lands shall be received and applied accordingly and all the Powers conferred by the said Will respectively, which could have been exercisable of the said Lands remaining unsold, shall also be exercisable in like Manner as if this Act had not passed.

Receipts of
Trustees to
be sufficient
Discharges.

X. Every Receipt which may be given by the Trustee or Trustees of this Act for Moneys to arise from the Exercise of the Powers of Sale herein-before contained shall be an effectual Discharge to the Person or Persons paying such Moneys and taking such Receipt, and who shall not afterwards be bound to see to the Application or be answerable for the Misapplication or Nonapplication of said Moneys.

Application
of Monies.

XI. The Trustee or Trustees of this Act shall apply all Moneys to be received by him or them from the Exercise of the Power of Sale herein-before contained in paying and discharging all his or their Costs, Charges, and Expenses in or about the Execution of the Powers of this Act, and in defraying the Expenses of and attendant upon procuring this Act, to be taxed and allowed pursuant to the Order of the Court of Chancery, and, subject thereto, in paying all
the

Jenkins' Estate Act, 1855.

the Costs and Expenses of and attendant upon laying out, constructing, and making all such Roads, Streets, and Squares as herein-after mentioned, or otherwise preparatory to or for the Purpose of the Building Operations for effecting which the Powers of granting Building or other Leases are herein-after given.

XII. Subject and without Prejudice to the Exercise of the Power of Sale herein-before contained, the several Powers of Sale and Exchange contained in the said Will of the said *John Jenkins* shall be exercised in like Manner as if this Act had not passed, and the same and the other Powers of the said Will shall be exercisable by the Person or Persons who under or by virtue of this Act are, is, or shall be the constituted Trustee or Trustees of the said Will, and the Receipts of such Trustee or Trustees shall be an effectual Discharge to all Persons paying any Moneys in consequence of the Exercise of such Powers of Sale and Exchange, who shall not afterwards be bound to see to the Application or be answerable for the Misapplication or Nonapplication of the same Moneys.

Powers of Sale contained in Will may be exercised.

XIII. The Trustees and Trustee may from Time to Time appropriate and lay out any Parts of the Lands specified in the First and Second Schedules to this Act as and for Squares and other open Spaces, Streets, Railroads, other Roads, Passages, Sewers, Drains, Pipes, Conduits, or other Easements or Conveniences, or otherwise, for the general Improvement of the Estates and the Accommodation of the Lessees thereof, and any other Parts thereof as Lots for building, or in such Manner in all respects as the Trustees or Trustee from Time to Time may deem advantageous; and for the Purposes of this Act the Trustees or Trustee may make, complete, and finish Roads over any Portion of the Land, and maintain, repair, alter, and improve such Squares, open Spaces, Streets, Roads, Passages, Drains, Sewers, Pipes, Conduits, Easements, and Conveniences respectively.

Powers to appropriate Lands for Building Purposes.

XIV. For the Purpose of any such general Improvement and Accommodation the Trustee or Trustees from Time to Time may, by general Deeds, to be sealed and delivered by him or them, and to be enrolled in the Court of Common Pleas at *Westminster* within Six Calendar Months after the Day of the Date thereof, respectively declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences as the Trustees or Trustee may deem reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates.

General Deed with respect to Improvements.

XV. The Lands specified in the said First and Second Schedules to this Act, or either of them, or any Part of the same respectively,
 [Private.] 3 f may

Power to lease for Building and Improving Purposes.

Jenkins' Estate Act, 1855.

may from Time to Time be leased, for any Term or Terms not exceeding Ninety-nine Years, to any Person or Persons willing either substantially to rebuild upon or improve by building any Part of the said Lands, or willing to erect or make any Houses, Works, or Buildings on any Part of the said Lands not built on, or willing to annex any Part of such Lands for Gardens, Yards, or other Conveniences to any present or future Houses, Works, or Buildings on the same or any Part thereof; but so that in every such Lease made for the Purpose of having Buildings finished or erected and built there shall be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every such Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for keeping the Houses and Buildings erected and built and to be erected and built or improved on the Premises insured from Damage by Fire to the Amount of Three Fourths at least of the Value thereof in One of the public Offices for Insurance against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in substituting, rebuilding, repairing, and reinstating the Houses or Buildings which shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses and other Buildings to be erected and built or repaired on the Premises comprised in such Lease, on the Expiration or other Determination of the Term to be thereby granted; and so that in every such Lease there be contained a Power for the Trustees and Trustee, under or by virtue of this Act, or their or his Servants and Agents, to enter upon the Premises, and inspect the Condition thereof, and also a Proviso or Condition for Re-entry on Nonpayment of the Rent to be thereby reserved for any Space not exceeding Thirty Days, in case there shall not be a sufficient Distress found on the Premises wherewith to satisfy the Rent then due, and the Costs of such Distress, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases; and so that

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no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized; and so as the yearly Rent or Rents to be reserved in every such Lease shall be the best yearly Rent or Rents that can be reasonably obtained, and shall be made payable half-yearly or oftener; and so as each and every such Lease shall be made without Fine, and without any Covenant for Renewal.

XVI. The yearly Rent reserved by any Lease may be made to commence on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically with such Portion of the full yearly Rent as the Trustees or Trustee of this Act, having regard to the Progress of the Buildings, Repairs, Rebuilding, or Improvements to be made, and the Responsibility of the Lessee, 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 Four Years after the Day of the Date of the Lease.

Rents on Leases may increase periodically.

XVII. Any such Letting for Building or Improving Purposes may be made either by Public or Private Tender or Contract, and subject to such Conditions, whether ordinary or special, and such Reservations, as the Trustee or Trustees of this Act, with the Concurrence of the Tenant in possession, shall deem advantageous.

Leases may be made by Public or Private Tender.

XVIII. If the Possession of any Land comprised in any Lease made under this Act, or comprised in any now subsisting Lease, be at any Time resumed or recovered under any Condition of Re-entry therein respectively contained, or otherwise, then and in every such Case the Trustees or Trustee may grant Leases for Building and Improving Purposes of the same Premises, in like Manner as if a Lease thereof had not been previously made.

On resuming Possession, under any Power of Re-entry or otherwise, fresh Leases may be made.

XIX. Subject to the Provisions of this Act, the Trustees or Trustee may make any such Lease upon the Surrender of any Lease subsisting at the Time of the passing of this Act, or granted thereunder, and may accept the Surrender as such Part of the Consideration for the Lease as the Trustees or Trustee may think fit.

Powers to make Leases on Surrender of existing Leases.

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

Lease to be valid notwithstanding Variations with Contracts.

XXI. The

Jenkins' Estate Act, 1855.

Power to
confirm
defective
Leases.

XXI. The Trustees or Trustee may from Time to Time confirm any Lease purporting to be made or granted by virtue of this Act, in any Case in which, for some technical Error or Informality in making or granting the same, the Lease is or is apprehended to be void or voidable, or may make or grant any Lease, pursuant to the Provisions of this Act, in lieu of such Lease, for any Estate, Term, or Interest not exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by such Lease, at and under the same yearly Rent as was reserved or limited in or by the original Lease, or may accept the Surrender of any Lands purporting to be leased, and grant any Lease, pursuant to this Act, of the Land so surrendered, but not for any Estate, Term, or Interest exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by the original Lease, and at and under the same yearly Rent as was or a larger yearly Rent than was reserved or limited in or by the Lease, but no Fine, Premium, or Foregift shall be taken for making any such Confirmation or new Lease.

Power to
Court of
Chancery to
award Costs.

XXII. It shall be lawful for the High Court of Chancery from Time to Time, upon Application to be made to the said Court in a summary Way by the Tenant in possession, to make, and the same Court is hereby required to make, such Order as to the said Court shall seem proper for ascertaining, taxing, and settling the Costs, Charges, and Expenses of obtaining this Act, or preparatory thereto, and for ascertaining the Costs, Charges, and Expenses of such making, forming, finishing Roads and Streets, laying out of the Lands, and the laying out, forming, and completing the Streets over the same, in the said Schedules mentioned, as is by the Thirteenth Section of this Act authorized; and all such Costs, Charges, and Expenses, when certified by the said Court, including the Costs of such Application, shall be paid and raised by the Trustees or Trustee of this Act, and the Tenant in possession, by Mortgage of all or any Part of the said Lands; and for the Purpose of raising such Costs, Charges, and Expenses, and Interest for the same respectively, it shall and may be lawful for the Trustees or Trustee of this Act, and the Tenant in possession, by any Deed or Deeds, Instrument or Instruments in Writing, to be by the said Trustees or Trustee and the Tenant in possession duly executed, (but subject and without Prejudice to the said herein-before mentioned Charge of Two thousand Pounds,) to limit, appoint, or demise all or any Part of the said Lands, with their Appurtenances, to any Person or Persons whomsoever, for any Term or Number of Years; and the Costs and Expenses attending the raising of any Moneys so to be raised and paid shall be raised and paid in such Manner as is herein-before provided with respect to the raising and paying the Costs, Charges, and Expenses of and incident to the obtaining this Act as aforesaid; Provided always, that the whole
Sum

Jenkins' Estate Act, 1855.

Sum so to be raised shall not exceed the Sum of One thousand five hundred Pounds.

XXIII. In order to provide for the Repayment of the Principal Money to be so borrowed, and of the Money which may be raised by the Sale of the Lands comprised in the Third Schedule to this Act, the said *Humphrey Woodcock Jenkins* during his Life, and after his Decease the Tenant in possession for the Time being, shall, from and after the Twenty-ninth Day of *September* One thousand eight hundred and sixty, yearly and every Year, out of the Rents and Profits of the Lands comprised in the First and Second Schedules to this Act, pay to the said Trustees or Trustee of this Act, or the said Trustees or Trustee shall retain in his or their Hands out of the said Rents and Profits, such a Sum of Money as, with the Income (if any) of the Sinking Fund hereby directed to be constituted, shall be equal to One Twentieth Part of the Money to be raised by Sale or Mortgage as aforesaid; and in default of such Payment the said Trustees or Trustee shall recover the Amount in arrear by Entry and Distress upon the same Lands, or by Action, Suit, or other proper Proceeding against the said *Humphrey Woodcock Jenkins*, or other the Tenant in possession of the same Land during whose Life or whose Estate or Estates the same ought to be paid.

Provision for
Repayment
of Money
raised.

XXIV. The Trustees or Trustee of this Act shall from Time to Time invest in their or his Names or Name in or upon some of the Stocks or Funds of *Great Britain* or Parliamentary Securities the yearly Sums to be so paid to or received or retained by them or him as aforesaid, and also the Income arising from such Investment and Investments, so as to accumulate the same by way of Compound Interest, and so as to form a Sinking Fund for paying as by this Act required the Principal Monies that may have been so borrowed and raised as aforesaid.

Sinking
Fund to be
accumulated.

XXV. Such Sinking Fund shall be accumulated until the same shall be sufficient to pay the Principal Money that may have been borrowed under the Authority of this Act, and the Money which may be raised by Sale of the Lands comprised in the said Third Schedule; and as soon as the Amount thereof may be sufficient so much thereof as shall be necessary shall be applied by the said Trustees in paying off the Principal Money that may have been borrowed under the Authority of this Act for the Purposes herein-before mentioned, or so much thereof as may then remain undischarged, and the Residue thereof shall be laid out in the Purchase of other Lands, to be settled to the same Uses as the Lands comprised in the said Third Schedule to this Act would then have been subject in case the same had not

Application
of Sinking
Fund.

[*Private.*]

Jenkins' Estate Act, 1855.

been so sold: Provided always, that the said Trustees or Trustee may from Time to Time apply the Amount for the Time being of such Sinking Fund, or any Part thereof, in paying off Part of such Principal Sum or Sums which may be so borrowed or raised as aforesaid.

Interest to
be kept
down.

XXVI. The said *Humphrey Woodcock Jenkins* during his Life, and the subsequent Tenants in possession, during the Continuance of their respective Estates, from and after coming into possession thereof respectively, shall pay and keep down the Interest which shall accrue due on such Mortgage during the Continuance of such Life Estate, or during the Continuance of such other Estates subsequently falling into possession, and so always that after the Death of the said *Humphrey Woodcock Jenkins*, or after the Determination of any Estate subsequently falling into possession, more than One Year's Arrear of Interest shall not by virtue of the said Mortgage be recoverable from the mortgaged Premises against the Person or Persons next becoming entitled in possession.

Arrears of
Interest may
be recovered.

XXVII. When and in case and so often as any Arrears of Interest in respect of the said Mortgage shall, from and after any Person or Persons entitled under the Will of the said *John Jenkins* coming into possession, be recovered from the said mortgaged Premises, which shall have accrued due previously to such Person or Persons so becoming entitled to the said Possession, then and so often the Amount of Arrears so to be recovered or paid for the Time being may, by the Person or Persons so coming into possession respectively paying the same, or during whose Possession the same may be obtained from the said mortgaged Premises, be recovered from the Heirs, Executors, or Administrators of the said *Humphrey Woodcock Jenkins* during whose Life, or from the Heirs, Executors, or Administrators of the Person or Persons during the Continuance of whose Estate, such Arrear of Interest respectively may have accrued due.

Power of
Appointment
of new
Trustees.

XXVIII. If the said *Thomas Aldington* and *John Hancox*, or either of them, or any Trustee or Trustees to be appointed under this Provision, shall die, or decline or be incapable or unfit to act in the Powers of this Act, or shall go out of *Great Britain*, whilst any such Powers may remain exercisable, then and in such Case the Court of Chancery may by Order appoint One or more Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, declining or being incapable or unfit to act, or going out of *Great Britain*.

Powers of
new Trust-
tees.

XXIX. Such new Trustees respectively shall and may in all things act in the Execution of the Powers of this Act and of the said Will of the said *John Jenkins* as fully and effectually as if they respectively

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respectively were originally nominated a Trustee or Trustees by this Act or by the said Will.

XXX. The present and future Trustees under this Act, and every of them, and their respective Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable respectively only for such Moneys as they respectively actually receive by virtue of or under this Act, notwithstanding their respectively giving or signing, or joining in giving or signing, any Receipt for Conformity, and any One or more of them shall not be answerable or accountable for the others or any other of them, or any of them for the Acts or Defaults of the other or others, but every of them only for his own Acts or Defaults respectively, and they respectively shall not be answerable or accountable for any Broker, Banker, or other Person with whom any Moneys are deposited for safe Custody or otherwise in the Execution of this Act, or for any other Misfortune, Loss, or Damage, unless the same happen by or through his or their own wilful Default respectively.

Indemnity
of Trustees.

XXXI. The present and future Trustees under this Act, and every of them, and their respective Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Moneys coming to their respective Hands under this Act, may retain and reimburse to and for themselves respectively, and allow to their respective Co-Trustee and Co-Trustees, all Costs, Charges, Damages, and Expenses which they or any of them may sustain or disburse in or about the Execution of this Act or in relation thereto, or shall be paid or allowed the same under the Provisions aforesaid.

Reimburse-
ment of
Trustees.

XXXII. Saving always to the Queen's most Excellent Majesty, Her Heirs, and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons by this Act expressly excepted out of this general Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the several Estates specified in the Schedules to this Act, or either of them, or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

General
Savings.

XXXIII. The following Persons are excepted out of the general Saving in this Act contained; to wit, the said *Humphrey Woodcock Jenkins* and the said *John Jenkins* the Infant, and the Heirs Male of the Body of the said *John Jenkins* the Infant lawfully issuing, and the other Sons of the said *Humphrey Woodcock Jenkins*, and the Heirs Male of the Bodies of such other Sons lawfully issuing, and the

Exceptions
from general
saving.

Jenkins' Estate Act, 1855.

the said *John Thomas Jenkins*, and the Heirs Male of the said *John Thomas Jenkins*, and the right Heirs at Law and by Custom of the said Testator *John Jenkins*, and all other Persons to or upon whom any Estate, Right, Title, or Interest, Claim and Demand, at Law or in Equity, of, in, to, out of, or affecting the several Estates respectively specified in the several Schedules hereto, or to which the Powers and Provisions of this Act are intended to extend or apply, hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of the herein-before recited Will and Codicil of the said Testator *John Jenkins*, and the Acts, Matters, and Things herein-before recited or referred to, or any of them, their Heirs, Executors, and Administrators.

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

XXXIV. 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.

Jenkins' Estate Act, 1855.

The SCHEDULES before referred to.

The FIRST SCHEDULE.

Parish.	Number referring to Tithe Commutation Map.	Denomination.	Quantity.	
Aston.	191 K.	Small Heath Meadow	A. R. P. 6 3 31	15 2 12
	192 K.	Small Heath Piece -	4 2 33	
	182 K.	Small Heath Field -	3 3 28	

Robert Massey.

The SECOND SCHEDULE.

Parish.	Number referring to Tithe Commutation Map.	Denomination.	Quantity.	
Aston.	38 F.	Little Road Croft -	A. R. P. 1 0 6	4 1 8
	40 F.	Middle Road Croft -	0 3 9	
	41 F.	Near Road Croft -	0 3 15	
	42 F.	Garden Croft -	1 0 16	
	43 F.	House and Garden -	0 2 2	

A corner Piece of Land fronting to the Turnpike Road at Washwood Heath in the said Parish of Aston, containing 0A. 1R. 25P. or thereabouts.

A Piece of Land, fronting to Hell Hole Lane at Washwood Heath aforesaid, containing 0A. 1R. 16P. or thereabouts.

Robert Massey.

Jenkins' Estate Act, 1855.

The THIRD SCHEDULE.

All that and those formerly Four Tenements or Dwelling Houses, with their Appurtenances, now converted into One Tenement, known as the Talbot Inn, in the Parish of Halesowen in the County of Salop.

Robert Massey.

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1855.