



ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

Cap. 12.

An Act to enable the Trustees of the Will of *John Bell* Esquire to sell a Leasehold Estate for Lives in the County of *York* known as "*Wildon Grange*," held of the Archbishop of *York*, and for the Reinvestment of the Proceeds in the Purchase of Real Estates of Inheritance, of which the Short Title is "*Bell's Estate Act, 1856.*"

[29th July 1856.]

WHEREAS by an Indenture, bearing Date on or about the Twenty-fifth Day of *March* One thousand eight hundred and forty-eight, and made between *John Bell* of *Thirsk* in the County of *York*, Esquire, of the First Part, *Multon Lambarde* of *Sevenoaks* in the County of *Kent*, Esquire, of the Second Part, *Marianne Teresa Livesey Turton*, Spinster, (the only Daughter of *Edmund Turton* of *Kildale* in the County of *York* Esquire,) of the Third Part, the said *Edmund Turton* of the Fourth Part, and the Reverend *Edward Serjeantson* of *Kirby Knowle* in the said County of *York*, Clerk, and the Reverend *Thomas Staniforth* of *Bolton-by-Bolland* in the said County of *York*, Clerk, of the Fifth

Indenture,
dated
25th March
1848.

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Part, after reciting that the said *John Bell* was entitled absolutely to the Messuages, Lands, Tenements, Farms, and Hereditaments situate in the Parish of *Coxwold* in the County of *York* called the *Wildon Grange* Estate, and which Messuages, Lands, Tenements, Farms, and Hereditaments were particularly mentioned and described in the Schedule thereunder written or thereunto annexed (and which Schedule corresponds with the Schedule to this Act), and were held under his Grace the Archbishop of *York*, and were then vested in the said *John Bell* and his Heirs by virtue of an Indenture of Lease, bearing Date the Seventeenth Day of *January* One thousand eight hundred and thirty-five, for the Three Lives therein mentioned and the longest Liver of them, subject to the Payment of the yearly Rent of Thirteen Pounds Six Shillings and Eightpence in respect of the Premises called *Wildon Grange*, and of the Rent of Thirteen Shillings and Fourpence in respect of the Water-mill called *Wildon Mill*; and to the Performance of certain Covenants contained in the said Indenture; and reciting an Agreement for a Marriage between the said *Multon Lambarde* and the said *Marianne Teresa Livesey Turton*; and also reciting that the said *John Bell*, being desirous of making Provision for the said *Marianne Teresa Livesey Turton* in the event of the said then intended Marriage taking effect, and also of making some Provision for any Issue there might happen to be of the said then intended or of any future Marriage the said *Marianne Teresa Livesey Turton* might contract, had agreed to charge the Messuages, Lands, Farms, and Hereditaments mentioned in the said Schedule thereunto annexed or thereunder written with the Payment of the annual Sum of Four hundred Pounds a Year in favour of the said *Marianne Teresa Livesey Turton* during her Life, or until her becoming entitled in manner therein-after mentioned to a certain Estate called the *Kildale* Estate, and also to charge the said Hereditaments with the Sums of Money therein-after mentioned as and for a Provision for the Children of the said *Marianne Teresa Livesey Turton* by her said then intended or any future Husband; and also reciting that the said *Marianne Teresa Livesey Turton*, under and by virtue of the Limitations contained in the last Will and Testament of *Robert Bell Livesey*, then late of *Kildale* aforesaid, Esquire, deceased, might become entitled in possession to the Estate called *Kildale* Estate, and that it had been agreed between the Parties thereto that in case the said *Marianne Teresa Livesey Turton* should become entitled to the Possession of the said Estate, then upon the happening of that Event the said Annuity of Four hundred Pounds intended to be thereby provided for her, and the Trusts therein-after contained for securing the same, and for raising and paying the Sums of Money therein-after mentioned as and for a Provision for the Children of the said *Marianne Teresa Livesey Turton*, should thereupon cease and determine; it was then witnessed that in consideration of the natural
Love

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Love and Affection which the said *John Bell* had for his Cousin the said *Marianne Teresa Livesey Turton*, and in consideration of the said then intended Marriage, he the said *John Bell*, at the Request of the said *Multon Lambarde*, did grant, bargain, sell, and assign unto the said *Edward Serjeantson* and *Thomas Staniforth*, their Executors, Administrators, and Assigns, all the Messuages, Farms, Lands, Tenements, and Hereditaments mentioned and comprised in the said Schedule thereunder written or thereunto annexed (and which corresponds with the Schedule to this Act as aforesaid), and their Rights, Easements, Privileges, Members, and Appurtenances, to hold the same unto and to the Use of the said *Edward Serjeantson* and *Thomas Staniforth*, their Executors and Administrators, for the Remainder of the Existence or Duration of the said Three Lives in the said Indenture of Lease mentioned, and the Life of the longest Liver of them, and for the Term of any Life or Lives therein-after to be granted on any then future Renewal or Renewals of the Lease of the said Hereditaments and Premises, but subject to the Rents reserved by and to the Covenants contained in the then present or any future Lease of the said Hereditaments and Premises, upon trust, after the Solemnization of the said then intended Marriage between the said *Multon Lambarde* and *Marianne Teresa Livesey Turton*, during the Life of the said *Marianne Teresa Livesey Turton*, or until she might become entitled in possession in manner aforesaid to the said Estate called the *Kildale* Estate, or to the Receipt of the Rents and Profits thereof, or to any Interest at Law or in Equity which under or by reason of the Limitations contained in the said Will of the said *Robert Bell Livesey* could in any way entitle her to receive the said Rents and Profits, out of the accruing Rents and Profits of the said Leasehold Hereditaments and Premises, to pay the said Rents reserved in and by the said Indenture of the Seventeenth Day of *January* One thousand eight hundred and thirty-five, or to be reserved in and by any renewed Lease of the same Premises, and after Payment thereof should, during the Life of the said *Marianne Teresa Livesey Turton*, or until she should become so entitled as aforesaid, by and out of the Residue of the said Rents and Profits of the said Hereditaments and Premises, or by Mortgage thereof or of such Part thereof, or by bringing Actions against the Tenants of the same Hereditaments and Premises, or by any other reasonable Ways and Means, levy and raise the annual Sum of Four hundred Pounds, and should pay the same to the said *Marianne Teresa Livesey Turton* by equal half-yearly Payments in each Year, without any Deduction or Abatement whatsoever, or unto such Persons or Person, and in such Manner, as the said *Marianne Teresa Livesey Turton*, by any Writing under her Hand, when and as the same should become due, but not by way of Assignment, Charge, or other Anticipation thereof, should, notwithstanding Coverture, direct or appoint, and in default of any such
Direction

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Direction or Appointment, and so far as the same might not extend, into her proper Hands, for her sole and separate Use, independent of the Debts, Control, or Interference of her then intended or any future Husband, and that the Receipts in Writing of the said *Marianne Teresa Livesey Turton*, under her Hand, and such Receipts only, should, notwithstanding any such Coverture as aforesaid, be good and effectual Discharges for the said annual Sum, or so much thereof as should in such Receipts respectively be expressed to have been received, the first half-yearly Payment of the said annual Sum to be made on the Day of the Solemnization of the said then intended Marriage; and from and after Payment of the said annual Sum of Four hundred Pounds to the said *Marianne Teresa Livesey Turton*, and all Costs and Expenses incident thereto, or to the Renewal of the said Lives therein-after provided for, then it was thereby agreed and declared that the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, and the Executors and Administrators of such Survivor, should, so long as the said annual Sum of Four hundred Pounds should be payable, according to the Trusts of the Indenture now under recital, pay over the Residue of the Rents and Profits of the said Hereditaments and Premises unto the said *John Bell*, his Heirs and Assigns; and it was thereby further agreed and declared that from and immediately after the Decease of the said *Marianne Teresa Livesey Turton*, in case she should happen to die without having become entitled in manner aforesaid to the said Estate called *Kildale* Estate, but not otherwise, then that the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor, and the Executors and Administrators of such Survivor, should stand possessed of and interested in the said Hereditaments and Premises upon trust, if there should be any Child or Children of the said *Marianne Teresa Livesey Turton* by the said *Multon Lambarde* or by any after-taken Husband, that the said *Edward Serjeantson* and *Thomas Staniforth*, or the Survivor of them, or the Executors or Administrators of such Survivor, should, after such Decease of the said *Marianne Teresa Livesey Turton* without having become so entitled as aforesaid, raise, by and out of the Rents, Issues, and Profits of the said Hereditaments and Premises, or by leasing, mortgaging, or selling the same or any Part thereof, or by such other Ways and Means as might be thought reasonable, the Sum and Sums of Money therein-after mentioned for the Portion or Portions of such Child or Children; (that is to say,) if there should be but One Child of the said *Marianne Teresa Livesey Turton* by the said *Multon Lambarde* or by any after-taken Husband, the Sum of Two thousand Pounds, and if there should be Two or more such Children of the said *Marianne Teresa Livesey Turton* the Sum of Three thousand Pounds, the said Sums of Two thousand Pounds and Three thousand Pounds, as the Event should happen, to vest in
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and be paid to the said Child or Children, or any One or more of the said Children exclusively of the others or other of them, at such Time or respective Times, and in such Shares, and to be attended with such Rights or Benefit of Survivorship or Accruer between or among them or any of them, and such Provision for their or any of their Maintenance or Advancement, and such other Provisions as the said *Marianne Teresa Livesey Turton* should by her last Will and Testament, or any Codicil thereto, direct or appoint; and in default of such Direction or Appointment the said Sum of Two thousand Pounds or the said Sum of Three thousand Pounds, as the event might happen to be, for the Portion or Portions of the Child or Children in the event of whose Existence the same was directed to be raised, and to be divided in the event of there being more than One such Child in equal Shares, and the Portion of a Son to be an Interest vested in him at the Age of Twenty-one Years, if the said *Marianne Teresa Livesey Turton* should be dead at the Time of such Son attaining such Age without having become entitled as aforesaid, but if the said *Marianne Teresa Livesey Turton* should be living at the Time of such Son attaining the Age of Twenty-one Years, then immediately upon her Decease without having become so entitled as aforesaid, and the Portion of a Daughter to be an Interest vested in her at the Age of Twenty-one Years, or on the Day of Marriage under that Age, which should first happen after the Death of the said *Marianne Teresa Livesey Turton* without having become so entitled as aforesaid, and the Portion of each Child to be paid at the Time at which he or she should acquire a vested Interest therein; provided always, that if there should be more than One such Child of the said *Marianne Teresa Livesey Turton* for whom Portions were intended to be provided as aforesaid, and any One or more of them should depart this Life without having obtained in manner aforesaid vested Interests or a vested Interest in the Portions or Portion intended to be provided for such Child and Children, so that the Number of Children for whom Portions were intended to be provided as aforesaid should be reduced to One only, then no greater Sum should be raiseable under the Trusts aforesaid than would have been raiseable under the Provisions aforesaid for One Child if there had never been any other Child of the said *Marianne Teresa Livesey Turton*; and in the said Indenture now under Recital were contained Clauses and Provisions for Maintenance and Advancement during Minority, and also a Declaration that so much of the Rents and Profits of the said Hereditaments and Premises as should remain after and not be applied in answering the Trusts thereby declared should be paid to or be received by the said *John Bell*, his Heirs or Assigns, for his and their own Use and Benefit, and that after the said Trusts thereby created should have been fully performed, or the same should have become incapable of taking effect, then that the said *Edward Serjeant-*

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son and *Thomas Staniforth*, and the Survivor of them, and the Executors and Administrators of such Survivor, or other the Trustees or Trustee of the Indenture now under Recital, should stand and be possessed of and interested in the said Hereditaments and Premises upon trust for the said *John Bell*, his Heirs and Assigns; and it was thereby further agreed and declared that the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, and the Executors and Administrators of such Survivor, when and so often as the same might be required, during the Continuance of any of the Trusts thereby created, by the dropping of any Life or Lives upon which the said Hereditaments and Premises were then or thereafter might be holden, should and would use their or his best Endeavours to obtain renewed Lease or Leases of the same Hereditaments and Premises upon the accustomed and reasonable Terms, such Terms being approved of by the said *John Bell*, his Heirs or Assigns, such Approval to be signified by some Writing under his or their Hand or Hands, and should for that Purpose from Time to Time make or concur in making such Surrender or Surrenders of the Lease or Leases for the Time being subsisting on the same Premises, and do all such other Acts as should be necessary and requisite in that Behalf; and if the Money to be paid or applied by the said *John Bell*, his Heirs, Executors, and Administrators, in pursuance of the Covenant therein-after contained for the Renewal of the said Lease, or any future Lease or Leases, should be insufficient to pay the Fines and Expenses incident to such Renewal or Renewals, or if the said *John Bell*, his Heirs, Executors, and Administrators, should refuse or neglect to perform the said Covenant, then that the said *Edward Serjeantson* and *Thomas Staniforth*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should pay and apply such Part or Parts of the annual Rents and Profits of the said Leasehold Premises as might remain after the Payment of the said Rents and the said annual Sum of Four hundred Pounds as might be required for the Purpose of paying the said Fines and Expenses, or so much thereof as might in manner aforesaid be unpaid; provided always, and it was thereby agreed and declared, that in case from any Cause the Money for the Time being wanted, to pay the Fines and other Expenses of Renewal should not be produced, in pursuance of the said Covenant for Renewal therein-after contained, or by the Ways and Means aforesaid, it should be lawful for the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, and the Executors or Administrators of such Survivor, to raise such Sum or Sums of Money as for the Time being should be wanted for the Purposes aforesaid, and the Costs of raising the same, by Mortgage of the said Hereditaments and Premises; provided always, and it was thereby agreed and declared, that it should be lawful for the said *John Bell*, his Heirs

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and Assigns, by any Deed or Deeds to demise and lease all or any Part of the said Hereditaments and Premises for any Term or Terms of Years not exceeding Twenty-one Years in possession, at the best yearly Rent that could be reasonably gotten for the same, without taking any Fine or Foregift for the making thereof, and so that the Lessees execute Counterparts thereof respectively, and thereby covenant for the due Payment of the Rent thereby reserved, and so that in every such Demise or Lease there were contained a Clause in the Nature of a Condition of Re-entry for Nonpayment for Thirty Days of the Rent to be thereby reserved, or for the Breach or Non-performance on the Part of the Lessee or Lessees of the Covenants to be therein contained; provided always, and it was thereby agreed and declared, that it should be lawful for the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, and the Executors and Administrators of such Survivor, at any Time or Times thereafter, at the Request and by the Direction of the said *John Bell*, his Heirs and Assigns, testified by some Writing under his or their Hand or Hands, to dispose and convey, either by way of absolute Sale or in Exchange for or in lieu of other Hereditaments to be situate somewhere in *England* or *Wales*, all or any Part of the Hereditaments and Premises thereby expressed to be bargained, sold, released, and assigned, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such Equivalent in Land, and either by Public Sale or Private Contract, and with and under such Stipulations and Conditions as to the Title of the Lands to be sold or conveyed in Exchange, or of the Lands to be received in Exchange, and the Manner and Time of Payment of the Purchase Money or Money to be received for Equality of Exchange, and generally in such Manner as they the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, and the Executors and Administrators of such Survivor, with the Approbation of the said *John Bell*, his Heirs and Assigns, to be signified as aforesaid, should think proper; and it was thereby agreed and declared that for the Purpose of effecting such Sales and Exchanges it should be lawful for the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, and the Executors or Administrators of such Survivor, at the Request and by the Direction of the said *John Bell*, his Heirs and Assigns, by any Deed or Deeds, absolutely to revoke all or any of the Trusts, Powers, and Provisoes therein-before expressed concerning the Hereditaments so proposed to be sold or exchanged as aforesaid (without Prejudice to any Mortgage or other Charge or Disposition which might have been made under the Trusts therein-before mentioned), and by the same or any other Deed or Deeds to limit or appoint any Estate or Estates, Trust or Trusts, of the said Hereditaments and Premises which it should be thought necessary or expedient to limit or appoint, in order to effectuate such Sales or Exchanges as aforesaid,

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said, and also that upon any Exchange as aforesaid it should be lawful for the said *Edward Serjeantson* and *Thomas Staniforth*, or the Survivor of them, or the Executors or Administrators of such Survivor, to give or to charge or receive any Sum or Sums of Money for Equality of Exchange; and it was thereby agreed and declared that the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, or the Executors or Administrators of such Survivor, should apply the Money to arise by such Sale or Sales, or to be received for Equality of Exchange, in or towards Satisfaction or Discharge of the Incumbrances (if any) which might affect the Hereditaments and Premises thereby expressed to be assured, or any Part thereof, and should invest the Surplus (if any) of the Money to arise by such Sale or Sales, or to be received for Equality of Exchange as aforesaid, in the Purchase of Freehold Hereditaments, to be situate in *England* or *Wales*, or in the Purchase of Copyhold Hereditaments or Leasehold Tenements, yet so as that during the Life of the said *John Bell* every such Purchase be made with his Consent, testified by some Writing under his Hand, and after his Decease then with the like Consent of his Heirs and Assigns, to be testified as aforesaid; and moreover that they the said *Edward Serjeantson* and *Thomas Staniforth*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should settle and assure, or cause to be settled and assured, as well the Hereditaments so to be purchased as the Hereditaments so to be received on any such Exchange as aforesaid, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers and Provisions, as were in the said Indenture expressed and contained concerning the Hereditaments thereby expressed to be assured, or as near thereto as the Death of Parties and the Nature and Tenure of Property would admit; and it was thereby agreed and declared that until the Money arising by such Sale or Sales, or to be received for Equality of Exchange, as aforesaid, should be disposed of in the Manner therein-before mentioned, it should be lawful for the said *Edward Serjeantson* and *Thomas Staniforth*, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent and Approbation of the said *John Bell*, and after his Decease of his Heirs or Assigns, to place out such Sum or Sums of Money at Interest either in the Public Stocks or Funds of *Great Britain* or at Interest upon Government or Real Securities in *England* or *Wales*, but not in *Ireland*, in the Name or Names of such Trustee or Trustees for the Time being, and to vary the said Stocks, Funds, or Securities as Occasion might require; and it was thereby also agreed and declared that the Interest, Dividends, or annual Produce arising from such Stocks, Funds, and Securities as aforesaid should go and be paid to the Person or Persons and be applied for the Intents and Purposes and in the

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the Manner for and in which the Rents, Issues, and Profits of the Hereditaments so to be purchased would be payable or applicable in case such Purchase as aforesaid was actually made; and in the said Indenture of Settlement now under recital were contained Provisions for the Appointment of new Trustees, and for the Indemnification and Reimbursement of the Trustees for the Time being thereof, and also a Proviso and Agreement enabling the said *John Bell*, his Heirs or Assigns, to substitute another Estate for the Purposes of the said Settlement, if he or they should at any Time or Times thereafter during the Continuance of the Trusts thereby declared be desirous of selling or otherwise disposing of all or any of the Hereditaments and Premises thereby settled, but which Power was not exercised by the said *John Bell* during his Life, and became incapable of being exercised after his Decease, regard being had to the Nature of the Dispositions contained in his Will herein-after recited respecting the said Leasehold Premises; provided always, and the said *John Bell* did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said *Edward Serjeantson* and *Thomas Staniforth*, their Executors and Administrators, in manner following; (that is to say,) that, notwithstanding the Trusts and Powers therein-before contained as to raising and paying the Fines and Expenses of Renewal, in case the said then intended Marriage should take effect, he the said *John Bell* should, so long as the Trusts thereby declared should be subsisting or be capable of taking effect, pay the Rent reserved by the said Lease or any renewed Lease, and the Expense of observing and performing the Covenants in any such Lease, and also the Fines and other Expenses of Renewal, and should and would pay off and discharge any Mortgage or Mortgages which might be made by the Trustees or Trustee for the Time being of the said Indenture, under the Power in that Behalf therein-before contained; provided also, nevertheless, that the said *Edward Serjeantson* and *Thomas Staniforth*, their Executors or Administrators, or any future Trustees or Trustee of the said Indenture, should not be chargeable for a Breach of Trust by reason of any Omission or Neglect to renew the said Lease, or to sue the said *John Bell*, his Heirs, Executors, or Administrators, on the Covenant therein-before on his Part contained: And whereas the Marriage between the said *Multon Lambarde* and *Marianne Teresa Livesey Turton* was duly solemnized on or about the said Twenty-fifth Day of *March* One thousand eight hundred and forty-eight, and there is Issue of the said Marriage Three Children, namely, *John Bell William Edmund Lambarde*, *Multon Thomas George Lambarde Lambarde*, and *Mary Teresa Louisa Lambarde*: And whereas the said *Marianne Teresa Livesey Lambarde* has not yet become entitled in possession to the said *Kildale* Estate, so that the said Annuity of Four hundred Pounds secured to her by the herein-before recited Indenture of Settlement is still subsisting and

Marriage of
M. Lambarde
and Wife,

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Will of John
Bell, dated
31st March
1834.

payable: And whereas the said *John Bell* made and published his last Will and Testament, bearing Date on or about the Thirty-first Day of *March* One thousand eight hundred and thirty-four, duly executed and attested for the Devise of Freehold Estates; and thereby gave and devised all his Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments situate, lying, and being in the said County of *York* or elsewhere, with their Rights, Members, and Appurtenances, unto *William Charles Harland* of *Sutton-on-the-Forest* in the said County of *York*, Esquire, (who is throughout the Will now under recital by Mistake called *Charles Harland*,) and the said *Edward Serjeantson*, and their Heirs, to the several Uses and upon the Trusts therein-after declared concerning the same; (that is to say,) to the Use of the Heirs of his the Testator's Body, with Remainder to the Use of *David Thurlow Cunynghame* of *Welsburne* in the County of *Warwick*, Esquire, and *Edmund Turton* of *Brasted* in the County of *Kent*, Esquire, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to commence and be computed from the Day of his the Testator's Decease, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, with Remainder to the Use of his (the Testator's) Nephew *Frederic Macbean* (the eldest Son of his Sister *Frances Macbean*, and who is throughout the Will now in recital by Mistake called *Frederick Macbean*,) and his Assigns for the Term of his natural Life, without Impeachment of Waste, with Remainder (subject nevertheless to successive Limitations, interposed in the usual Manner, to the Use of the said *William Charles Harland* and *Edward Serjeantson*, and their Heirs, as Trustees for preserving contingent Remainders,) to the Use of the First and every other Son of the said *Frederic Macbean* who should be born in his (the Testator's) Lifetime, in the Order and according to the Priority of his Birth, during the Term of his respective natural Life, with Remainder to the Use of the First and every other Son and Sons of his Body, severally, successively, and in remainder one after another as they respectively should be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son or Sons, the elder of such last-mentioned Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, so that such First and every elder Son of his (the Testator's) said Nephew *Frederic Macbean* born in his (the Testator's) Lifetime, and his First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned Son or Sons, might always respectively take before and be preferred to the Second and every other subsequently born Son of the said *Frederic Macbean* born in his (the Testator's) Lifetime, and his and their First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned First and other

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other Sons, with Remainder to the Use of the First and every other Son of the said *Frederic Macbean* who should not be born in his (the Testator's) Lifetime, severally, successively, and in remainder one after another as they should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, the elder of such Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies; with Remainder to the Use of his (the Testator's) Nephew *Archibald Macbean* (the Second Son of his said Sister *Frances Macbean*) and his Assigns for the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of the First and every other Son of the said *Archibald Macbean* who should be born in his (the Testator's) Lifetime, in the Order and according to the Priority of his Birth, during the Term of his respective natural Life, with Remainder to the Use of the First and every other Son and Sons of his Body, severally, successively, and in remainder one after another as they respectively should be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son or Sons, the elder of such last-mentioned Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, so that such First and every elder Son of his said Nephew *Archibald Macbean* born in his (the Testator's) Lifetime, and his First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned Son or Sons, might always respectively take before and be preferred to the Second and every other subsequently born Son of the said *Archibald Macbean* born in his (the Testator's) Lifetime, and his and their First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of the First and every other Son of the said *Archibald Macbean* who should not be born in his (the Testator's) Lifetime, severally, successively, and in remainder one after another as they should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, the elder of such Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, with Remainder to the Use of the Third and every other Son of his (the Testator's) said Sister *Frances Macbean* who should be born in his Lifetime, in the Order and according to the Priority of his Birth, during the Term of his respective natural Life, with Remainder to the Use of the First and every other Son and Sons of his Body, severally, successively, and in remainder one after another as they respectively should be in Priority of Birth, and the Heirs Male of the Body and respective

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respective Bodies of such last-mentioned Son or Sons, the elder of such last-mentioned Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, so that such Third and every elder Son of the Testator's said Sister *Frances Macbean* born in his Lifetime, and his First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned Son or Sons, might always respectively take before and be preferred to the Fourth and every other subsequently born Son of the said *Frances Macbean* born in his (the Testator's) Lifetime, and his and their First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of every other Son of the said *Frances Macbean* who should not be born in his (the Testator's) Lifetime, severally, successively, and in remainder one after another as they should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, the elder of such Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, with Remainder to the Use of the First and every other Son of his (the Testator's) Sister *Jane Sanders* (then *Jane Bayntun*) who should be born in his Lifetime, in the Order and according to the Priority of his Birth, during the Term of his respective natural Life, with Remainder to the Use of the First and every other Son and Sons of his Body, severally, successively, and in remainder one after another as they respectively should be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son or Sons, the elder of such last-mentioned Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, so that such First and every other Son of his (the Testator's) said Sister *Jane Sanders* born in his Lifetime, and his First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned Son or Sons, might always respectively take before and be preferred to the Second and every other subsequently born Son of the said *Jane Sanders* born in his (the Testator's) Lifetime, and his and their First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of the First and every other Son of the said *Jane Sanders* who should not be born in the Testator's Lifetime, severally, successively, and in remainder one after another as they should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of such last-mentioned Son and Sons, the elder of such Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective

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respective Bodies, with the ultimate Remainder or Reversion to the Use of his (the Testator's) own right Heirs for ever; and as to the said Term of Ninety-nine Years therein-before limited to the said *David Thurlow Cunynghame* and *Edmund Turton*, their Executors, Administrators, and Assigns, the Testator declared that the same was so limited to them upon trust that they the said *David Thurlow Cunynghame* and *Edmund Turton*, or the Survivor of them, his Executors, Administrators, or Assigns, should yearly and every Year during the Life of his (the Testator's) said Sister *Frances Macbean*, by and out of the Rents and Profits of the said Manors and other Hereditaments, or by Mortgage, Sale, or Demise thereof or of any Part thereof for all or any Part of the same Term, raise and levy the clear yearly Sum of Five hundred Pounds of lawful Money of *Great Britain*, and pay the same into the Hands of the said *Frances Macbean*, for her separate Use, free from the Debts or Control of her then present Husband, or of any other Husband or Husbands with whom she might thereafter happen to marry, and so that the said *Frances Macbean* should have no Power to alien or anticipate the growing Payments thereof, her Receipt alone being a sufficient Discharge for the same, and upon further trust that they the said *David Thurlow Cunynghame* and *Edmund Turton*, or the Survivor of them, his Executors, Administrators, or Assigns, should yearly and every Year during the Life of his said Sister *Jane Sanders*, by all or any of the Ways and Means aforesaid, raise and levy the like clear yearly Sum of Five hundred Pounds of lawful Money of *Great Britain*, and pay the same into the Hands of the said *Jane Sanders* for her separate Use, free from the Debts or Control of her then present Husband, or of any other Husband or Husbands with whom she might thereafter happen to intermarry, and so that she the said *Jane Sanders* should have no Power to alien or anticipate the growing Payments thereof, her Receipt alone being a sufficient Discharge for the same, the said several yearly Sums to be paid half-yearly, and the first half-yearly Payment thereof respectively to begin and be made at the End of Six Calendar Months next after his Decease; provided always, nevertheless, that immediately after the Decease of the Survivor of them the said *Frances Macbean* and *Jane Sanders*, and after Payment of all Arrears of the said several yearly Sums of Five hundred Pounds and Five hundred Pounds, and when all and every the Trusts thereby declared as aforesaid of and concerning the said Term of Ninety-nine Years should in all Things be fully performed and satisfied, or become incapable of being performed, and when the said *David Thurlow Cunynghame* and *Edmund Turton*, and each of them, their and each of their Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expenses occasioned by or relating to the said Term of Ninety-nine Years (and which they were thereby respectively empowered to raise and levy by

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all or any of the Ways and Means aforesaid, and to retain accordingly), then and from thenceforth the said Term of and in the Hereditaments comprised therein, or so much thereof as should remain unsold and undisposed of for the Purposes aforesaid, should cease, determine, and be utterly void to all Intents and Purposes whatsoever; and the Testator thereby directed and declared that the several Persons therein-before by him made Tenants for Life or in Tail Male of his said Real Estates therein-before devised should, within One Year after they respectively should become entitled to the Possession or to the Receipt of the Rents and Profits of the said Real Estate, or, being then under Age, within One Year after they respectively should attain the Age of Twenty-one Years, take and use the Surname of *Bell* only, and no other Surname whatsoever, in addition to his or their Christian Name, and should also bear the Arms of his Family only, and should within the Space of One Year apply for and endeavour to obtain an Act of Parliament or a proper Licence from the Crown to enable and authorize them respectively to take and bear the Surname and Arms of *Bell*; and the Testator further directed and declared that in case the Person or Persons aforesaid should neglect or refuse to take and bear such Surname and Arms, and to use the Means aforesaid for enabling him or them to do so within the Time aforesaid, then the Estate or Estates therein-before limited to the Person or Persons who should so neglect or refuse to take the Name and bear the Arms and use the Means aforesaid should cease, determine, and be utterly void, and his said Hereditaments therein-before devised should thereupon go to the Person or Persons next entitled under the Limitations therein-before contained, in the same Manner as if the Person or Persons whose Estate or Estates should so cease, determine, and become void, being a Tenant or Tenants for Life, was or were dead, or, being a Tenant or Tenants in Tail Male, was or were dead without Issue Male; and the Testator made Provision for the Maintenance of any Tenant for Life or in Tail who might happen to be under Age out of the annual Rents and Profits of the Real Estates therein-before devised, and for the Accumulation of the Surplus in manner particularly mentioned in the said Will; and therein were also contained Powers to the said *Frederic Macbean* and every other Tenant for Life of the Testator's Real Estate, either before or after he should respectively have become entitled to the actual Freehold thereof, under the Limitations therein-before contained, to charge the said Hereditaments with a Jointure in favour of any Wife of such Tenant for Life, and with Portions for younger Children, but which Powers have not been exercised; provided also, and the said Testator thereby further declared, that it should be lawful for the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, at the Request and by the Direction in Writing of the Tenant for Life for the Time being in possession under the Limitations

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tions therein-before contained, to sell or dispose of all or any Part of the Hereditaments therein-before devised in Fee Simple in possession to any Person or Persons whomsoever, for such Price or Prices in Money as to the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, should seem reasonable, or to exchange the same Hereditaments and Premises respectively for any other Freehold Manors, Messuages, Lands, or Hereditaments in the County of *York*, and upon every such Exchange it should be lawful for the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, to pay or receive any Sum or Sums of Money for Equality of Exchange; and the said Testator's Will was and he directed that for the Purpose of giving Effect to every such Disposition, Sale, or Exchange as aforesaid it should be lawful for the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, by any Deed or Deeds, to be executed by him or them respectively in the Presence of and to be attested by Two or more Witnesses, absolutely to revoke and make void all the said Uses, Trusts, and Powers therein-before contained, and the Uses and Estates which by virtue of any of the said Powers should be limited concerning the Hereditaments so to be sold or exchanged, or any Part thereof, and by the same Deed or Deeds, or any other Deed or Deeds, to be executed in like Manner, to limit any such new or other Uses or Trusts of the said Hereditaments to be sold or exchanged as should be expedient, in order to effectuate the Sale, Disposition, or Exchange thereof so to be made as aforesaid; and he further directed that the Receipt or Receipts of them the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, for the Monies to arise by the Sale of the said Hereditaments, or to be received for Equality of Exchange, as therein-before mentioned, should effectually discharge the Person or Persons paying the same from being bound to see to the Application or from being answerable for the Misapplication or Nonapplication thereof; and the Testator further directed that they the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, should apply the Moneys to arise by such Sale or Sales, or to be received for Equality of Exchange as aforesaid, in or towards Payment and Satisfaction of the Incumbrances, if any, which at the Time of his Decease should or might affect any of the Hereditaments therein-before devised, and also in or towards Payment and Satisfaction of any Principal Money which should have been charged thereon by virtue of any of the Powers therein contained, and should lay out and invest the Residue of the said Monies in the Purchase of other Freehold Hereditaments in possession, to be situate in the County of *York*, so that every such Purchase be made at the Request and by the Direction in Writing of the Tenant for Life for the Time being

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being in possession under the Limitations therein-before contained ; and the Testator directed and declared that the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, should settle and assure the Hereditaments to be from Time to Time purchased as aforesaid, or cause the same Hereditaments respectively, and also the Hereditaments to be received in Exchange as aforesaid, to be settled and assured to the same Uses and subject to the same Powers and Provisoos as are thereby limited concerning the Hereditaments therein-before devised, or which should have been created by virtue of any of the same Powers, or as near thereto as might be ; provided also, that in the meantime until the Monies to arise or be produced by the Sales or Sale of the Hereditaments thereby made payable or to be received for Equality of Exchange as therein-before is expressed should be laid out in the Purchase of other Hereditaments in manner therein-before directed, it should be lawful for the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, to place out or invest such Money in or upon the Stocks or Public Funds or other Government Securities of the United Kingdom, or upon Real Securities in *England*, in the Names or Name of the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Executors or Administrators, and to vary and transpose the said Stocks, Funds, and Securities from Time to Time as Occasion should require ; and that the Dividends or Interest arising from such Stocks, Funds, or Securities should be paid to the Person or Persons and for the Intents and Purposes to or for which the Rents and Profits of the Hereditaments to be purchased with the said Money would have been payable in case the Purchase or Purchases of such Hereditaments, and the Settlement thereof as aforesaid, had been actually made ; and the Testator gave and devised all and singular the Messuages, Lands, and Hereditaments whatsoever and wheresoever which he held or was entitled to by virtue of or under any Lease or Leases for Lives or Years, with their and every of their Appurtenances, unto the said *William Charles Harland* and *Edward Serjeantson*, their Heirs, Executors, Administrators, and Assigns respectively, for and during the Life and Lives which should be in existence, and the Term and Terms of Years which should be to come and unexpired of and in the same Leasehold Premises respectively, at the Time of the Testator's Decease, upon and for the Trusts, Intents, and Purposes therein-after expressed of and concerning the same, that was to say, upon trust, in the first place, that they the said *William Charles Harland* and *Edward Serjeantson*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should, by and out of the Rents and Profits of the said Leasehold Premises, duly pay, satisfy, and perform the several Rents, Covenants, and Agreements which were reserved and contained in and by the then present Leases of the said

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said Premises respectively, and which by and in the several Leases to be from Time to Time renewed and continued are on the Lessees Part to be paid and performed, and upon further trust that they the said *William Charles Harland* and *Edward Serjeantson*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should from Time to Time, by, with, and out of the Rents and Profits of all the said Leasehold Premises, raise such Sum and Sums of Money as should be sufficient to pay the Fines and Expenses of renewing the then present and future Leases of the said Leasehold Premises or of any Part thereof, when and so often as there should be Occasion to renew the same, and should from Time to Time renew the several Leases accordingly, and in order thereto surrender and yield up the then subsisting Lease or Leases of the said Leasehold Premises, and all their and his Estates, Terms, and Interests thereon respectively, and take a new Lease or Leases of the said Premises respectively for such Number of Lives and such Term or Terms of Years for which the same had been usually respectively leased or demised, and upon further trust that they the said *William Charles Harland* and *Edward Serjeantson*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, subject and without Prejudice to the Trusts aforesaid, stand and be seised and possessed of all the said Leasehold Hereditaments and Premises respectively upon such Trusts as should be similar to and correspondent in Effect with the Uses and Trusts therein-before limited of and concerning his Freehold Manors and other Hereditaments therein-before devised, or as near thereto as the Nature of the said Leasehold Premises respectively, and the Deaths of Parties, and the Rules of Law and Equity, would permit, but it was nevertheless his Intent and Meaning that the absolute Property of and in his said Leasehold Estates should not vest in the Tenant in Tail Male for the Time being of his said Freehold Estates until such Tenant in Tail Male should attain the Age of Twenty-one Years; and the said Testator bequeathed his Personal Estate not therein-before disposed of upon trust to be converted into Money, and the Proceeds invested in the Purchase of Freehold Hereditaments in the County of *York*, to be settled to the same Uses as were therein-before declared concerning the Freehold Hereditaments thereby devised; and the said Testator, after making Provision for the Appointment of new Trustees in case of Vacancies occurring in the Trusteeship in the Manner therein mentioned, and for the Indemnification and Reimbursement of the Trustees for the Time being, appointed the said *William Charles Harland* and *Edward Serjeantson* to be Executors in Trust of his said Will: And whereas the said *John Bell* the Testator departed this Life on or about the Fifth Day of *March* One thousand eight hundred and fifty-one, without having revoked or altered his said Will, except by a Codicil thereto bearing Date on or about the Thirty-first Day of

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December

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December One thousand eight hundred and forty-seven, which did not revoke the herein-before recited Devises and Clauses contained in the said Will, and on the Twentieth Day of *June* One thousand eight hundred and fifty-one the said Will and Codicil were duly proved by the said *William Charles Harland* and *Edward Serjeantson*, the Executors therein named, in the Prerogative Court of the Archbishop of *Canterbury*, and on the Fifteenth Day of *September* One thousand eight hundred and fifty-one in the Prerogative Court of the Archbishop of *York*: And whereas the said *John Bell* the Testator left no Issue of his Body, and the said *Frances Macbean* and *Jane*, now the Wife of *Charles Oakley Sanders* of *Thirsk* aforesaid, Esquire, were his only Sisters and Co-heiresses at Law: And whereas soon after the Decease of the said Testator the said *Frederic Macbean* (who in pursuance of the said Condition and Direction contained in the herein-before recited Will assumed the Surname of *Bell*, and bore the Arms of the Testator's Family, under the Authority of a Licence from the Crown,) entered into the Possession of the said devised Hereditaments, or the Receipt of the Rents and Profits thereof, and has continued in such Possession and Receipt to the present Time as the Tenant for Life in Possession under the Devises and Limitations of the herein-before recited Will: And whereas the said *Frederic Bell* and *Archibald Macbean* are both Bachelors, and they are the only Male Issue of the said *Frances Macbean* living at or born since the Decease of the said Testator, and the said *Jane Sanders* has not and has never had any Child: And whereas by a Deed Poll under the Hand and Seal of the said *Edmund Turton*, bearing Date the First Day of *September* One thousand eight hundred and fifty-one, the said *Edmund Turton* renounced and disclaimed all the Uses, Trusts, and Powers in and by the said recited Will limited, and the said Term of Ninety-nine Years, so far as the same in anywise related to or concerned him, the said *Edmund Turton*, his Executors, Administrators, or Assigns: And whereas by an Indenture of Lease bearing Date on or about the Eighteenth Day of *June* One thousand eight hundred and fifty-two, made between the Most Reverend Father in God *Thomas Lord Archbishop of York* of the one Part, and the said *William Charles Harland* and *Edward Serjeantson* (therein described as Devises in Trust under the Will of the said *John Bell*) of the other Part, the said Most Reverend Father, in consideration of a Surrender of the herein-before mentioned former Lease of the Seventh Day of *January* One thousand eight hundred and thirty-five, and also for and in consideration of the Sum of One thousand five hundred and sixty-one Pounds Seventeen Shillings to him paid by the said *William Charles Harland* and *Edward Serjeantson* by way of Fine, did demise, grant, and to Farm let unto the said *William Charles Harland* and *Edward Serjeantson*, and to their Heirs and Assigns, all that his the said Most Reverend Father's Tenement, Capital Messuage, Farm, or Grange called

Deed Poll,
dated
1st Sept.
1851.

Indenture,
dated
18th June
1852.

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called *Wildon Grange*, in the County of *York* aforesaid, formerly in the Tenure or Occupation of *Robert Bell* and *Francis Barker*, afterwards in the Tenure or Occupation of *Ralph Bell* or his Assigns, and then late in the Tenure or Occupation of *Joseph Smith*, *Robert Smith*, *John Metcalfe*, and *John Renton*, their Under-tenants or Assigns, and then late in the Possession, Tenure, or Occupation of the said *John Bell*, and of *Joseph Smith*, *Prince Metcalfe*, and *John Shipley*, or some or One of them, their or some or One of their Assigns, and all Edifices, Buildings, Lands, Meadows, Pastures, and Common of Pasture situate, lying, and being in *Wildon Grange* aforesaid, and thereunto belonging, with all and singular their Appurtenances, and all other the Lands, Tenements, and Hereditaments situate, lying, and being in the said County of *York*, and being Part, Parcel, or Member of the said Grange, or thereunto appertaining or belonging, or theretofore usually demised, occupied, or enjoyed with the said Grange, for and under One entire Rent of Thirteen Pounds Six Shillings and Eightpence by the Year; and likewise the said Most Reverend Father did thereby further demise, grant, and to Farm let unto the said *William Charles Harland* and *Edward Serjeantson* One Water-mill commonly called *Wildon Mill*, situate and being in *Wildon Grange* aforesaid, theretofore in the Occupation of them the said *Robert Bell* and *Francis Barker* or their Assigns, and afterwards in the Occupation or Possession of him the said *Ralph Bell* or his Assigns; and then late of the said *John Bell* or his Assigns, together with the Mill-race throughout the Lordship of *Kilburn*, and also the Soken of *Over Kilburn* and *Nether Kilburn*, in the said County of *York*, (except Woods, Underwoods, and Timber Trees, with free Liberty of Ingress, Egress, and Regress, to fell, cut down, and carry away the same, with such Limitation and Restriction as is therein mentioned,) to hold the said Premises unto the said *William Charles Harland* and *Edward Serjeantson*, their Heirs and Assigns, for and during the natural Lives of *William Francis Arnitt* (Son of *Francis Arnitt*, then late of *Thirsk* aforesaid, Draper), then of the Age of Forty-five Years or thereabouts, *Edmund Henry Turton* (Son of the said *Edmund Turton*), of the Age of Twenty-six Years or thereabouts, and *Louisa Swarbreck* (Daughter of *Thomas Swarbreck* of *Thirsk* aforesaid, Solicitor), of the Age of Eight Years or thereabouts, and for and during the natural Life of the longest Liver of them, yielding and paying therefor yearly during the Lives aforesaid, and the Life of the longest Liver of them, unto the said Most Reverend Father and his Successors, for the Tenement or Grange called *Wildon Grange*, with the Premises and Appurtenances thereunto belonging, the Sum of Thirteen Pounds Six Shillings and Eightpence, and for the said Water-mill called *Wildon Mill*, with all the Premises and Appurtenances thereunto belonging, the Sum of Thirteen Shillings and Fourpence of like lawful Money, respectively payable

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Indenture,
dated
23d February
1856.

payable as therein mentioned: And whereas, in order to provide a Fund to answer and satisfy the Fine and Expenses attending the Renewal of the Lease by which the said Leasehold Premises were for the Time being held, a Policy of Life Assurance was effected by the said *John Bell* the Testator on the Life of the said *Edmund Henry Turton* in the *Provident* Life Office for the Sum of Five hundred Pounds, which Policy is subject to the Payment of an annual Premium of Nine Pounds Seven Shillings and Elevenpence, and since the Decease of the said Testator the said Trustees have effected a Policy of Assurance on the Life of the said *Louisa Swarbreck* for the Sum of One thousand Pounds in the *Yorkshire* Fire and Life Insurance Company, which is subject to the Payment of an annual Premium of Twelve Pounds Thirteen Shillings and Fourpence, and both the said Policies are now subsisting and in force: And whereas by an Indenture of Mortgage bearing Date on or about the Twenty-third Day of *February* One thousand eight hundred and fifty-six, made between the said *William Charles Harland* and *Edward Serjeantson* of the one Part, and *Robert Blacklock* of *Rothbury* in the County of *Northumberland* of the other Part, in consideration of the Sum of One thousand five hundred and eighty-two Pounds Fourteen Shillings and Fivepence paid and advanced by the said *Robert Blacklock* to the said *William Charles Harland* and *Edward Serjeantson*, the Receipt whereof is thereby acknowledged, they the said *William Charles Harland* and *Edward Serjeantson* did convey and assure unto the said *Robert Blacklock*, his Heirs and Assigns, all and singular the Hereditaments and Premises comprised in and demised by the lastly herein-before recited Indenture of Lease, to hold the same unto and to the Use of the said *Robert Blacklock*, his Heirs and Assigns, for and during the aforesaid Lives mentioned in the said Indenture of Lease and the Life of the Survivor of them, subject nevertheless to the Rent, Covenants, Provisoes, and Agreements by and in the said Indenture of Lease of the Eighteenth Day of *June* One thousand eight hundred and fifty-two reserved and contained, and also subject to the Trusts and Charges respectively declared and created by the said Indenture of Settlement of the Twenty-fifth Day of *March* One thousand eight hundred and forty-eight, and subject also to a Proviso for Redemption on Payment by the said *William Charles Harland* and *Edward Serjeantson*, their Heirs, Executors, Administrators, or Assigns, or any Person or Persons for the Time being entitled to or interested in the said Premises under the herein-before recited Will and Codicil of the said *John Bell*, unto the said *Robert Blacklock*, his Executors, Administrators, or Assigns, of the Sum of One thousand five hundred and eighty-two Pounds Fourteen Shillings and Fivepence, with Interest thereon at the Rate of Four Pounds Ten Shillings *per Centum per Annum*, on the Twenty-third Day of *August* then and now next ensuing: And whereas the

Messuage,

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Messuage, Farm, Lands, Mill, and Premises comprised in the said Indentures of Lease and Mortgage consist of the several Particulars specified and set forth in the Schedule to this Act, and the same produce a Rental or Income amounting in the whole to the clear annual Sum of Seven hundred and sixty-three Pounds, after deducting thereout the Rents reserved by the said Indenture of Lease: And whereas the Archbishop of *York* has caused it to be intimated to the Trustees of the said Settlement and Will respectively, that in consequence of the Provisions contained in the Act passed in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to facilitate the Management and Improvement of Episcopal and Capitular Estates in England*, and another Act of the Seventeenth and Eighteenth Years of the same Reign, for continuing and amending the Provisions thereof, no reasonable Expectation can be entertained that any further or renewed Lease of the said Leasehold Premises will be granted, but that he is willing, under and by virtue of the enabling Powers contained in the said Acts, to negotiate with the said Trustees for the Purchase or Exchange of the Estate and Interest comprised in the said Indenture of Lease, and has made Proposals to them, which the said Trustees believe will result in the Sale or Exchange of the said Estate, and it is expected that the Money to be received on the Sale or Exchange of the said Leasehold Premises will, after paying off and liquidating the said Sum of One thousand five hundred and eighty-two Pounds Fourteen Shillings and Fivepence, the Principal Sum owing upon or by virtue of the said Indenture of Mortgage, produce and leave a considerable Sum available for Re-investment in the Purchase of Real Estate under the Powers of this Act: And whereas the Trustees of the said Indenture of Settlement have been advised that insuperable Difficulty exists in their acting under the Power of Sale and Exchange contained in such Settlement, and that it is impossible for the said Trustees to vest a valid and unimpeachable Title in a Purchaser by virtue thereof, because the said Power requires that the same shall be exercised with the Consent of the said *John Bell*, his Heirs and Assigns, and the said *John Bell* has, by his herein-before recited Will, devised and subjected his Real Estate, including the said Leasehold Premises, to Limitations in favour of possibly unborn Persons, on whose Behalf no one is authorized to consent to or concur in the Exercise of the Power of Sale contained in the said Indenture of Settlement: And whereas great Advantage would accrue to the Persons interested in the said Leasehold Premises under the said Settlement and Will respectively, and especially to those who may become absolutely entitled in remainder by virtue of the Limitations contained in the said Will, if a Sale or Exchange of the said Leasehold Premises could be effected to or with the said Archbishop of *York*, and the said *Frederic Bell*, as Tenant for Life in possession, is willing and desirous to facilitate and promote such Sale or Exchange, although the same

14 & 15 Vict.
c. 104.17 & 18 Vict.
c. 116.[*Private.*]

Bell's Estate Act, 1856.

be attended with a Sacrifice on his Part, in favour and for the Benefit of the Persons who may hereafter become absolutely entitled to the said Premises under the Limitations of the said Will, and even if the Negotiation with the Archbishop of *York* should not result in the Sale or Exchange of the said Leasehold Premises to or with him it would be highly advantageous to the Persons interested therein under or by virtue of the said Settlement and Will respectively that a Sale or Exchange thereof should be effected to or with some other Person or Persons or Body or Bodies, Corporate, and more especially as the Scheme and Intention of the said *John Bell*, the Settlor and Testator, in providing for the successive Renewals of the Leases from Time to Time, have been wholly frustrated by the Operation of the recent Enactments and Changes affecting Ecclesiastical Property: And whereas by reason of the Dispositions and Limitations created by the said Settlement and Will respectively no Sale of the said Leasehold Premises can be effected without the Aid and Authority of Parliament: And whereas in consequence of the aforesaid Changes which have occurred in regard to Ecclesiastical Property an advantageous Opportunity may be afforded for acquiring by Purchase or Exchange the Tithe Rentcharges issuing out of the Lands devised by the herein-before recited Will of the said *John Bell* deceased, and it may be advisable for the Trustees of the said Will to lay out and expend in acquiring by Purchase or Exchange the said Tithe Rentcharges a Sum of Money exceeding the Purchase Money arising from or the Value by way of Exchange of the said Leasehold Premises hereby made saleable or disposable by way of Exchange; but there is no Fund in the Hands of the said Trustees available for such Purpose, nor does the Will contain any Power or Authority to raise Money by way of Mortgage, and therefore the aforesaid Object cannot be accomplished without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Frederic Bell*, *Archibald Macbean*, *Frances Macbean*, and *Charles Oakley Sanders* and *Jane* his Wife, and also the said *Edward Serjeantson* and *Thomas Staniforth*, and the said *William Charles Harland*, as such Trustees of the said Indenture of Settlement and Will respectively as aforesaid, 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; (that is to say,)

Short Title.

I. The present Act for any Purpose may be shortly styled "*Bell's Estate Act, 1856.*"

Trustees of the Will of *John Bell* to have Power

II. It shall be lawful for the said *William Charles Harland* and *Edward Serjeantson*, and the Survivor of them, his Heirs or Assigns, or other the Trustees or Trustee for the Time being of the herein-
before

Bell's Estate Act, 1856.

before recited Will of the said *John Bell* deceased, at any Time or Times after the passing of this Act, to sell and dispose of the Leasehold Lands and Premises described in the Schedule to this Act, and all other the Premises (if any) comprised in the said Indenture of Lease of the Eighteenth Day of *June* One thousand eight hundred and fifty-two, to the said Archbishop of *York* or to his Successors, or to any other Person or Persons or Body or Bodies Corporate whomsoever, either by Public Auction or Private Contract, or partly in one Mode and partly in the other, (with Power to buy in the Premises at any Auction or Auctions, and resell the same,) and also to rescind or vary any Contract or Contracts for Sale, and to make and enter into special Stipulations and Conditions regarding the Evidence of Title or any other Matter connected with the said Sale; and on Payment of the Purchase Money of the said Hereditaments by any such Purchaser or Purchasers (and which Purchase Money, after the Payment and Liquidation thereof of the Principal Sum owing to the said *Robert Blacklock* the Mortgagee, on his said Security, is to be paid into the Bank of *England*, as herein-after provided,) it shall be lawful for the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, or his Heirs or Assigns, or other the Trustees or Trustee for the Time being of the said Will, on the Request and at the Costs of the Purchaser or Purchasers of the said Premises, to join and concur with the Person or Persons entitled to the Benefit of the herein-before recited Mortgage Security in surrendering, conveying, and assuring the Premises which shall be sold as aforesaid in such Manner as the Purchaser or Purchasers thereof shall direct, freed and absolutely exonerated and discharged of and from all the Uses, Trusts, Charges, Powers, and Declarations in and by the herein-before recited Settlement and Will respectively limited, created, and declared of and concerning the same.

to sell and convey to Purchaser.

III. It shall be lawful for the said *William Charles Harland* and *Edward Serjeantson*, and the Survivor of them, his Heirs or Assigns, or other the Trustees or Trustee for the Time being of the said Will of the said *John Bell* deceased, to dispose of the said Leasehold Premises hereby made saleable, either wholly for a pecuniary Consideration in manner aforesaid, or partly for such a Consideration and partly in Exchange for other Hereditaments held for an Estate in Fee Simple, and which shall be deemed to extend to any Tithe Rent Charge or Charges in and over the Fee-simple Lands and Hereditaments devised by the said Will, or any Lands acquired by the said Trustees under the Authority of this Act, or wholly in consideration of such Exchange, as the said Trustees or Trustee for the Time being shall think proper, and the Hereditaments to be acquired by any such Exchange or Exchanges shall be conveyed and assured to

Power to make Exchanges.

Bell's Estate Act, 1856.

to the Uses, upon the Trusts, for the Intents and Purposes, and in the Manner herein-after prescribed concerning any Hereditaments which may be purchased under or by virtue of the Powers of this Act, but so nevertheless that if the herein-before recited Mortgage Security shall be then subsisting, the Estate so to be received in Exchange as aforesaid shall be vested in the Mortgagee in Fee Simple, subject to such or the like Equity of Redemption as the said Leasehold Premises would have been subject to if no such Disposition thereof by way of Exchange had been effected, and the Conveyance or Assurance, Conveyances or Assurances, to be made by the said Trustees or Trustee for the Time being, for the Purpose of carrying into effect any such Exchange or Exchanges as aforesaid, shall be as absolute and effectual to all Intents and Purposes as any Conveyance or Assurance which may be made under or by virtue of the general Power of Sale herein-before contained.

Purchase
Money to be
paid into the
Bank.

IV. The said Purchase Money or the Money to be received for Equality of Exchange (after deducting thereout the Principal Sum owing on the herein-before recited Indenture of Mortgage) shall be paid by the said Archbishop or his Successors, or any other Person or Persons who may acquire by Purchase or Exchange the said Premises hereby made saleable, 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 Archbishop of *York*, or other the Person or Persons so acquiring the same Premises as aforesaid, (as the Case may be,) in the Matter of "*Bell's Estate Act, 1856*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four.

Certificate of
Accountant
General to
be a suf-
ficient Dis-
charge.

V. The Certificate or Certificates of the Accountant General of the said Court of Chancery, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereunto annexed and filed therewith in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of the said Purchase Money or the Money to be received for Equality of Exchange herein-before directed to be so paid, shall from Time to Time and at all Times be a good and sufficient Discharge to the said Archbishop, and to his Successors and Assigns, or to any other Person or Persons paying the same, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, and after the filing of such Certificate or Certificates and Receipt or Receipts he and they shall not be obliged to see to the Application thereof or any Part thereof.

VI. Out

Bell's Estate Act, 1856.

VI. Out of the Money which shall be so paid into the Bank as aforesaid, all the Costs, Charges, and Expenses preparatory to and attending the soliciting and applying for, preparing and obtaining and passing this Act, or which may be incident thereto, and also all the Costs and Expenses preparatory to and attending the aforesaid Negotiation with the said Archbishop, and the Sale or Exchange hereby authorized of the said Leasehold Estate, and deducing a Title thereto, and the Execution of the Trusts of this Act, and incidental thereto and consequent thereon, so far as relates to the same Estate, and the Costs and Expenses of any Application or Applications to the Court under this Act, shall (except where otherwise provided for) be paid and satisfied, and the Residue or Surplus of such Money shall, upon Petition or Petitions to be presented to the said Court of Chancery in a summary Way, at any Time and from Time to Time, by the said *Frederic Bell* during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Estates to be purchased by virtue of this Act, if the same were purchased and settled as herein-after is mentioned, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, in case of Minority, be laid out and invested by or under the Direction of the said Court of Chancery, in pursuance of an Order or Orders to be made upon such Petition or Petitions, in the Purchase or Purchases of Freehold Estates of Inheritance in Fee Simple in possession to be situate in *England* or *Wales*, and which shall be deemed to extend to any Tithe Rent Charge or Charges in and over the Fee-simple Lands and Hereditaments devised by the said Will, or any Lands acquired by the said Trustees under the Authority of this Act, and of such Customary or Copyhold Estates, not exceeding together One Sixth Part in Value of the Freehold Estates to be comprised in any One Purchase as shall be adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances (except Chief and Quit Rents and Services, and Leases at improved Rents), to be conveyed, surrendered, and settled to such and the same Uses, and upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations as are in and by the said recited Indenture of Settlement of the Twenty-fifth Day of *March* One thousand eight hundred and forty-eight, and the herein-before recited Will of the said *John Bell* respectively, limited, expressed, declared, and contained of and concerning the said Leasehold Hereditaments described in the Schedule to this Act, or such of them as shall be then subsisting or capable of taking effect.

Expenses of Act to be paid, and surplus Monies to be laid out in the Purchase of other Estates, to be settled to the same Uses.

VII. The said Hereditaments so to be acquired by Purchase or Exchange shall not be subject to the Powers of Sale and Exchange contained in the said Indenture of Settlement, but shall be subject and

The Estate to be purchased to be subject to

[*Private.*]

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liable

Bell's Estate Act, 1856.

the Powers
of Sale and
Exchange in
Will.

liable to the Powers of Sale and Exchange created by the herein-before recited Will of the said *John Bell* of and concerning the Real Estates of Inheritance of the said Testator thereby devised, and the Clauses and Provisions incidental thereto or in any Manner connected therewith, and also to the Clauses and Provisions relating to the Appropriation and Investment of the Purchase or Exchange Moneys arising therefrom, except that such Purchase or Exchange Money shall be paid into the Bank of *England*, and shall be placed under the Control of the Court of Chancery, in the Manner herein-after provided.

No Sale to
be made of
Heredita-
ments pur-
chased under
this Act
without Con-
sent of Trus-
tees of the
Settlement
(if subsist-
ing), and ex-
cept under
Direction of
the Court of
Chancery.

VIII. No Sale or Exchange shall be made of the Hereditaments to be purchased in pursuance of this Act under or by virtue of the Powers of Sale and Exchange to which the same will become subject as aforesaid, except with the Consent in Writing of the Trustees or Trustee for the Time being of the herein-before recited Indenture of Settlement (if the Trusts thereof shall be then subsisting and undetermined, but not otherwise), and no Sale or Exchange shall be made by virtue of the aforesaid Power, except by and under the Direction of the said Court of Chancery, to be signified by an Order to be made on Petition as aforesaid, and the Purchase Money arising from such Sale, or any Money which may be received in respect of any such Exchange, shall be paid into the Bank of *England*, to such Account and in such Manner as is herein-before provided concerning the Purchase Money of the Premises hereby authorized to be sold, and with the like Indemnification to Purchasers, and with the like Provision for the Payment of all incidental Expenses out of the said Purchase or Exchange Money, as are herein-before contained in regard to the Proceeds of the Sale of the Leasehold Premises hereby authorized to be sold, so far as the Nature of the Case will admit of: Provided always, that the Person or Persons (if any) interested under or by virtue of the herein-before recited Indenture of Settlement shall have the same or the like Charges, Claims, and Demands upon and against the Moneys arising from the Sale or Sales, Exchange or Exchanges, to be made of the Hereditaments to be purchased by virtue of this Act, or the Securities in which the same may be invested, as he or they would have had upon or against the said Hereditaments in case the same had not been disposed of or exchanged.

Power to
grant Leases
for 21 Years.

IX. It shall be lawful for the Person or Persons who for the Time being may be entitled to the Possession of or to the Receipt of the Rents and Profits of the Estates to be acquired by Purchase or Exchange by virtue of this Act, or for the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, in case of Minority, by any Indenture or Indentures, to demise or lease any Part or Parts of the Estates so to be acquired as aforesaid, or such Part thereof as for the Time being shall not have been sold or
exchanged

Bell's Estate Act, 1856.

exchanged as aforesaid, to any Person or Persons, for any Term or Terms of Years absolute not exceeding Twenty-one Years, to take effect in possession or within One Year after the granting thereof, so that there be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents to be incident to the immediate Reversion of the Hereditaments so to be demised or leased that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so that there be therein respectively contained a Clause in the Nature of a Condition of Re-entry for Nonpayment of the Rent or Rents to be respectively reserved, and so that the Lessee or Lessees do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste or exempted from Punishment for committing Waste.

X. All Sums of Money which shall be paid into the Bank as by this Act directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs and Expenses, according to the Direction herein-after contained, shall, until invested in the Purchase of Estates as aforesaid, or otherwise applied under the Direction of the said Court of Chancery, be from Time to Time laid out, under the Directions of the said Court of Chancery, in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Monies so laid out in Navy or Victualling or Exchequer Bills, and the Money received for the same, should they or any of them be paid off by Government, shall in like Manner be laid out in the Purchase of other Navy or Victualling Bills or Exchequer Bills.

Until Purchases found, Money to be invested in the Purchase of Navy or Victualling or Exchequer Bills.

XI. The said Court of Chancery may from Time to Time, upon a Petition preferred to the Court as by this Act directed in regard to the Purchase of Real Estates hereby authorized to be made, order that all or such Part as the said Court may think fit of the Interest from Time to Time payable on any Navy or Victualling Bills or Exchequer Bills purchased under this Act shall be paid to the said *Marianne Teresa Livesey Lambarde*, in lieu and in satisfaction of the said Annuity of Four hundred Pounds by the said recited Indenture of Settlement charged on the said Leasehold Premises in her Favour, so long as the same shall remain payable.

Payment of Portion of Interest on Navy or Victualling or Exchequer Bills to Mrs. Lambarde.

XII. It shall be lawful for the said Court of Chancery to make such General Order or Orders; or Special Order or Orders, if necessary, as to the said Court shall seem fit, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant

Exchange of Navy, Victualling, a Exchequer Bills.

General

Bell's Estate Act, 1856.

General shall be in 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 so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that Case the Interest of the old Bills shall be laid out or paid as before directed with respect to the Interest where the Bills are paid off; and all such Navy, Victualling, and Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery by the said *Frederic Bell*, or by the Person or Persons who for the Time being would be entitled to the Possession or to the Receipt of the Rents and Profits of the Estates to be purchased as aforesaid, in case the same were purchased and settled in pursuance of this Act, or of his, her, or their Guardian or Guardians on his, her, or their Behalf, in case of Minority, be ordered by the said Court of Chancery to be sold by the Accountant General for completing such Purchase or Purchases in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain after discharging the Expense of the Application to the Court for this Purpose shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Estates directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons, as Part of his or their Personal Estate.

Profit on
Navy, Vic-
tualling, or
Exchequer
Bills.

Policies of
Life Assur-
ance to be
kept on foot
out of annual
Income.

XIII. The herein-before mentioned Policies of Life Assurance may and shall from Time to Time be kept on foot out of the annual Income of the Testator's Real Estate, which shall be and be deemed and considered to be charged with the annual Premiums and Expenses that may be required for that Purpose; and the Moneys which may eventually be received by virtue of the said Policies respectively (after Payment and Deduction thereout of all the Expenses attending the Receipt or Recovery thereof) shall be applicable to and for the same or the like Purposes and in the same or the like Manner in all respects as is herein-before provided and declared concerning the Moneys to arise from the Sale or Exchange of the said Leasehold Premises hereby made saleable.

Power to
borrow by
way of Mort-
gage Money
which may

XIV. It shall be lawful for the said *William Charles Harland* and *Edward Serjeantson*, or the Survivor of them, his Heirs or Assigns, or other the Trustees or Trustee for the Time being of the said Will, to borrow and raise any Sum or Sums of Money which
may

Bell's Estate Act, 1856.

may be necessary for carrying into effect any Contract which may be entered into with the said Archbishop of *York* for the Sale or Exchange of the said Leasehold Estate, and for paying off the said Mortgage to the said *Robert Blacklock*, and the Costs and Expenses attending the same respectively, not exceeding in the whole the Sum of Five thousand Pounds, by way of Mortgage, at such Rate of Interest and to be repaid at such Period or Periods and on such Terms and Conditions as shall be deemed advisable, upon the whole or any Part of the Freehold or Copyhold Estates of the said Testator *John Bell* deceased, and comprised in and devised by his hereinbefore recited Will, and for that Purpose by any Deed or Deeds, to be executed by the said Trustees or Trustee for the Time being, to limit and appoint, convey, and assure the Fee Simple and Inheritance or any Term of Years or other less Estate of or in the whole or any Part of the said Freehold and Copyhold Estates respectively, to the Use of or in trust for such Mortgagee or Mortgagees, his, her, or their Heirs, Executors, Administrators, and Assigns, absolutely discharged from all the Uses, Trusts, Limitations, and Charges created by the said Will; and any Person or Persons advancing any Sum or Sums of Money to the said Trustees or Trustee for the Time being for the Purpose and in the Manner aforesaid shall be exempt from all Responsibility respecting the Application thereof, and shall also be exempt from the Necessity of inquiring into the Propriety of any such Loan being raised or any such Mortgage Security being created or executed as aforesaid.

be required,
not exceed-
ing 5,000*l.*

XV. Every such Mortgage shall contain a Covenant from the said *Frederic Bell* or other the Tenant for Life in possession for the Time being under the said Will, for himself, his Heirs, Executors, and Administrators, to pay and keep down so much of the Interest as shall become payable upon such Mortgage or Mortgages during the Term of his natural Life.

Mortgages to contain a Covenant by *Frederic Bell, &c.* to pay Interest during his Lifetime.

XVI. From and after the Decease of any and every Tenant for Life, no Person or Persons, Body or Bodies Politic or Corporate, shall, under or by virtue of any such Mortgage or Mortgages as aforesaid, or anything in this Act contained, be entitled to recover, as against the said Hereditaments and Premises comprised therein, or any of them, more than One Year's Arrear of Interest, which may have accrued before such Decease, upon any Principal Sum which may have been secured and for the Time being be due and owing upon such Mortgage or Mortgages.

One Year's Arrear of Interest only to be recoverable after the Decease of any Tenant for Life against the Hereditaments comprised in Mortgage.

XVII. Upon the Decease of any and every Tenant for Life for the Time being, the Heirs, Executors, or Administrators of the Person so dying shall pay the Arrears of Interest which shall accrue due

Interest for current Half Year to be apportioned

[*Private.*]

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during

Bell's Estate Act, 1856.

upon De-
cease of each
successive
Tenant for
Life.

during the Lifetime of the Person so dying, and also so much of the half-yearly Payment of Interest upon the Principal Money secured by any such Mortgage or Mortgages accruing and not actually accrued due at the Time of his Decease as shall be in proportion to the Time which such Person shall have lived of the then current Half Year.

Application
of Money
borrowed.

XVIII. All and every the Sum and Sums of Money which may at any Time or from Time to Time be raised and borrowed by the said Trustees or Trustee for the Time being, under or by virtue of the Powers herein-before contained, shall be applicable for the like Purposes and in like Manner in all respects as the Moneys arising from the Sale or Exchange of the said Leasehold Premises hereby made saleable are by this Act directed to be applied, except the Trusts for the Benefit of the said *Marianne Teresa Livesey Lambarde* and her Children, and other the Persons (if any) interested under the herein-before recited Indenture of Settlement.

Court of
Chancery
may make
Orders for
Taxation
and Payment
of Costs.

XIX. It shall be lawful for the said Court of Chancery, from Time to Time, upon Petition in a summary Way, to make such Order or Orders as the said Court shall think fit, expedient, and reasonable for allowing, taxing, and settling all the Costs, Charges, and Expenses herein-before directed to be paid, and for taxing the Costs, Charges, and Expenses of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs, Charges, and Expenses of taking the said Moneys out of the Bank of *England*, and investing such Moneys in the Purchase of Real Estates as aforesaid, and of settling the same Real Estates according to the Directions herein-before contained, and of any subsequent Sale or Exchange thereof, under the Powers aforesaid, or otherwise in carrying into execution the Trusts and Directions of this Act, and also from Time to Time to make any Order or Orders for the Payment of all such Costs, Charges, and Expenses as aforesaid out of the Moneys which shall be so paid into the Bank as aforesaid, or out of the Moneys arising by the Sale of the said Exchequer, Navy; or Victualling Bills so to be purchased as aforesaid, regard being had to the special Provision made for Costs in the Eleventh Section of this Act in the particular Case therein mentioned.

As to Acts
authorized
to be done
by Guar-
dians.

XX. In every Case when any Act or Thing is authorized or directed by this Act to be done or executed by the Guardian or Guardians of any Taker of the said Estates to be purchased under this Act who shall be an Infant, the same shall be done or executed by the Testamentary Guardian or Guardians, or the acting Testamentary Guardian or Guardians for the Time being of such Infant, or if there shall be no such acting Testamentary Guardian, then by the
Guardian

Bell's Estate Act, 1856.

Guardian or Guardians of such Infant to be appointed by the High Court of Chancery.

XXI. Nothing in this Act contained shall defeat, revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Covenants, Powers, Discretions, and Authorities respectively created and conferred by the said recited Settlement and Will, except only so far as the same respectively may be defeated or affected by the Execution of any of the Powers by this Act created.

Nothing to affect Covenants, &c.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, and Assigns, (other than and except the said *William Charles Harland* and *Edward Serjeantson*, their Heirs, Executors, Administrators, and Assigns, and the said *David Thurlow Cunynghame*, his Executors, Administrators, and Assigns, and the said *Marianne Teresa Livesey Lambarde* and her Assigns, and all and every the Children and Child of the said *Marianne Teresa Livesey Lambarde* begotten and to be begotten, and their respective Executors, Administrators, and Assigns, and also the said *Frederic Bell* and *Archibald Macbean* respectively, and their respective First and other Sons, and the Heirs Male of the Bodies of such Sons, and all and every other the Sons of the said *Frances Macbean*, and the Heirs Male of their respective Bodies, and the First and other Sons of the said *Jane Sanders*, and the Heirs Male of their respective Bodies, and the said *Frances Macbean* and *Charles Oakley Sanders* and *Jane* his Wife, and the Heirs and Assigns of the said *Frances Macbean* and *Jane Sanders* respectively, and all and every other Persons and Person whomsoever to or upon whom any Estate, Right, Title, Interest, Charge, or Demand, at Law or in Equity, hath been conveyed, devised, limited, or given, or hath descended or devolved, or shall descend or devolve, under or by virtue of the hereinbefore recited Indenture of Settlement, and Will respectively,) all such Estate, Right, Title, or Interest, Claim or Demand, of, in, to, or out of the said Hereditaments hereby authorized to be sold as aforesaid, or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

General Saving of Rights.

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

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

The

Bell's Estate Act, 1856.

The SCHEDULE to which the foregoing Act refers.

Description.	Quantities.			Tenants Names.	Rental.
	A.	R.	P.		
High Kitty Calvert Close	8	0	33	} Thomas Smith.	£ s. d.
Shoulder of Mutton	1	1	38		
Rump of Beef	1	0	20		
Low Ings	5	0	0		
Ditto	2	0	3		
Ditto	2	2	35		
Part of Barker's Rush	4	0	6		
Strong Field	11	2	0		
Ditto, Low Part	3	2	0		
Horse Close	11	0	8		
Ditto	11	0	16		
High Wood	4	3	10		
Horse Close	4	3	14		
High Kiln Garth	11	3	31		
Horse Close	7	0	19		
Blade's Pasture	9	2	21		
Stripe	2	2	12		
Blade's Pasture	6	3	36		
Banks	6	0	27		
Ditto	6	2	27		
Bean Field	19	2	35		
Fatting Field	14	2	30		
Rush	4	0	0		
Ditto, Part Boys	5	0	38		
Cow Stand	0	2	26		
Orchard	0	3	24		
Leys	10	3	10		
Little Hag	6	1	39		
Fog Field	7	1	6		
Low Kitty Calvert Close	9	3	25		
Wilfrey Will Close	6	2	37		
Ditto	4	2	21		
Barker's Rush	4	0	6		
Bonny	4	3	1		
Stoney Field	9	2	1		
Middle Wood	1	1	27		
High Ousy Car	15	3	24		
Low Wood	4	3	34		
Low Wood Plain	5	2	14		
Mousom Pasture	6	1	9		
Ditto	6	0	17		
Calf Garth	0	2	34		
Wildon Grange, Outbuildings, and Yard	0	3	16		

Bell's Estate Act, 1856.

Description.	Quantities.			Tenants Names.	Rental.
	A.	R.	P.		
Low Kiln Garth	8	2	0	Thomas Smith.	£ s. d.
Boon Tofts	4	2	17		
Mill Field	12	2	36		
Leys	11	3	20		
Stable Ings	9	3	13		
Intack	5	2	33		
Ditto	2	1	21		
Intack	3	0	38		
Mousom Pasture	29	0	0		
Part of Mousom Pasture	3	3	38		
Lane	2	0	16		
Ingram Hag	10	1	10		
Mousom Field	6	2	36		
Ditto	4	0	9		
388 2 37				444 0 0	
High Wilfrey Well and	10	0	0	St. John Barley.	
Low ditto					
Bogs in ditto	2	2	7		
Fatting Field	15	0	6		
Fog Field	7	1	3		
Render Pasture	12	0	14		
Ditto	7	3	1		
House, Outbuildings, Yard, and	0	2	14		
Orchard					
Lime Kiln Close	5	0	25		
Ditto	4	3	5		
Foal Foot	5	0	2		
Buttry Stumps	11	3	26		
Long Answers	5	1	17		
Banks	6	2	16		
Long Land Close	7	3	26		
Hunnings	4	2	37		
Ditto	1	0	0		
Cow Hill	3	0	0		
Waste in ditto	0	0	24		
Long Close	8	1	35		
Barn Close	7	0	20		
Waste in ditto	0	2	0		
Great Hill	8	3	16		
New Laid Close	5	3	34		
Rape Close	7	3	16		
Lockwood or Charles Close	10	3	11		
William Close	7	0	15		
Waste in ditto	0	2	0		
Part of Lime Kiln Hill	4	0	5		
Lane	1	2	2		
173 2 17				231 12 0	

[Private.]

Bell's Estate Act, 1856.

Description.	Quantities.			Tenants Names.	Rental.
	A.	R.	P.		£ s. d.
Skew Green Close - - -	7	3	10	} Thomas Parvin.	
Ditto - - - - -	7	3	3		
Ditto - - - - -	7	2	0		
Ditto - - - - -	7	0	21		
New Laid Close - - -	8	0	17		
Far Pasture - - - - -	25	1	20		
Homestead - - - - -	0	1	30		
Back of Barn Close - - -	10	3	31		
Lane - - - - -	1	1	31		
Calf Garth - - - - -	4	0	0		
Little Long Close - - -	4	2	21		
James Closes - - - - -	11	0	10		
Low Wood Close - - - - -	7	0	6		
Middle ditto - - - - -	5	2	13		
High ditto - - - - -	8	2	25		
Lime Kiln Close - - - - -	12	2	7		
	130	0	5		101 14 0

Tho. Swarbreck.

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