



ANNO DECIMO NONO & VICESIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 14.

An Act for enabling Partitions, Sales, Exchanges, and Leases to be made of certain Parts of the Estates devised by the Will of Sir *John William Head Brydges* deceased, and for other Purposes.  
[29th July 1856.]

**W**HEREAS Sir *John William Head Brydges* of *Wootton Court* in the County of *Kent*, Knight, duly made and published his last Will and Testament in Writing, dated the Twenty-fifth Day of *July* One thousand eight hundred and twenty-five, executed and attested in the Manner then by Law required for passing Freehold Estates by Devise, and republished on the Twelfth Day of *September* One thousand eight hundred and thirty-four, in the Manner aforesaid, and thereby, after directing the Payment of his Debts, and bequeathing several pecuniary Legacies, gave and devised all and every his Freehold Manors, Messuages, Farms, Lands, Tenements, Rents, Hereditaments, and Real Estate, whatsoever and wheresoever, whereof or whereto he or any Person or Persons in trust for him was then seised or entitled, in possession, reversion, or expectancy, or otherwise howsoever, or which he had any Power to dispose of, with their Appurtenances, unto the Most Noble *Henry Beresford* Marquis of *Waterford* of *Curraghmore* in  
[Private.]

Will of Sir  
John W. H.  
Brydges,  
dated 25th  
July 1825.

*Brydges' Estate Act, 1856.*

the County of *Waterford* in the Kingdom of *Ireland*, and his Grace the Right Honourable *John George Beresford* Archbishop of *Armagh* and Primate of all *Ireland*, and their Heirs, to the several Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers and Provisoos therein-after declared of and concerning the same; (that is to say,) to the Use of his Wife Lady *Isabella Anne Brydges* and her Assigns, for her Life, with Remainder to the Use of the said *Henry Marquis of Waterford* and *John George* Archbishop of *Armagh*, and their Heirs, during the Life of the said Lady *Isabella Anne Brydges*, upon trust for her and her Assigns, and to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of his Son *John George William Brydges* and his Assigns for Life, with Remainder to the Use of the said *Henry Marquis of Waterford* and *John George* Archbishop of *Armagh*, and their Heirs, during the Life of the said *John George William Brydges*, upon trust for him and his Assigns, and to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and of every other the Son and Sons of the Body of him the said *John George William Brydges*, severally, successively, and in remainder according to their respective Seniorities in Tail General, with Remainder to the Use of all and every the Daughter and Daughters of the Body of him the said *John George William Brydges*, equally to be divided between them (if more than One), Share and Share alike, as Tenants in Common in Tail General, with cross Remainders between them as Tenants in Common in Tail General, and in case all such Daughters but One should happen to die without Issue of their Bodies, or if there should be but One such Daughter, then to the Use of such surviving or such only Daughter in Tail General, with Remainder to the Use of the Second and every other subsequently born Son of the Testator's Body who should be born during the Term of his natural Life or in due Time after his Decease, severally, successively, and in remainder according to their respective Seniorities for their respective natural Lives, with Remainder, from and after the Determination of the Estate or Estates thereby limited to such his Second and other subsequently born Son and Sons, to the Use of the said *Henry Marquis of Waterford* and *John George* Archbishop of *Armagh*, and their Heirs, during the Life or respective Lives of such Son or Sons whose Estate or respective Estates should so determine, upon trust for the same Son or Sons respectively, and to preserve the contingent Remainders therein-after limited, with Remainder, from and after the Decease and respective Deceases of such Second and other subsequently born Son and Sons of his Body as aforesaid, to the Use of the First and other Sons, or in default thereof to the Use of all and every the Daughters of their respective Bodies, and with respect to such First and other Sons, severally, successively, and in remainder according

*Brydges' Estate Act, 1856.*

according to their respective Seniorities in Tail General, and with respect to such respective Daughters equally between them as Tenants in Common in Tail General, with cross Remainders amongst them in Tail General in like Manner, but so nevertheless and in such Way and Manner as that such Second and every other elder subsequently born Son and Sons of his Body who should be born during his Life or in due Time after his Decease, and the First and other Sons or Daughters (as the Case might be) of their respective Bodies, and the Heirs of the respective Bodies of such last-mentioned Son and Sons or Daughters, as aforesaid, might always take before and be preferred to the Third and every other subsequently born Son of his Body, and his and their First and other Sons and Daughters, and the Heirs of the respective Bodies of such last-mentioned First and other Sons and Daughters, in like Manner as therein-before is provided with respect to his said eldest or only Son, and the Sons and Daughters of his Body, or as near and conformable thereto as might be, and for Default of such Issue to the Use of his the Testator's eldest Daughter *Elizabeth Charlotte Jemima Brydges* and her Assigns for her Life, with Remainder to the Use of the said *Henry Marquis of Waterford* and *John George Archbishop of Armagh*, and their Heirs, during the Life of her his said Daughter, upon trust for her and her Assigns, and to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other the Son and Sons of the Body of his said Daughter *Elizabeth Charlotte Jemima Brydges*, severally, successively, and in remainder according to their respective Seniorities in Tail General, with Remainder to the Use of all and every the Daughter and Daughters of the Body of her his said Daughter *Elizabeth Charlotte Jemima Brydges*, equally to be divided between them (if more than One), Share and Share alike, as Tenants in Common in Tail General, with cross Remainders between them as Tenants in Common in Tail General, and in case all such Daughters but One should happen to die without Issue of their Bodies, or if there should be but One such Daughter, then to the Use of such surviving or such only Daughter in Tail General, and in default of such Issue to the Use of his the Testator's Second and then present youngest Daughter *Isabella Anne Louisa Brydges* and her Assigns for her Life, with Remainder to the Use of the said *Henry Marquis of Waterford* and *John George Archbishop of Armagh*, and their Heirs, during the Life of her his said last-named Daughter, upon trust for her and her Assigns, and to preserve the contingent Uses and Estates therein-after limited, with Remainder to the Use of the First and every other the Son and Sons of the Body of her his said Daughter *Isabella Anne Louisa Brydges*, severally, successively, and in remainder according to their respective Seniorities in Tail General, with Remainder to the Use of all and every the Daughter and Daughters of the Body of her his said Daughter *Isabella Anne Louisa Brydges*, equally to be divided between

---

*Brydges' Estate Act, 1856.*

---

between them (if more than One), Share and Share alike, as Tenants in Common in Tail General, with cross Remainders between them as Tenants in Common in Tail General, and in case all such Daughters but One should happen to die without Issue of their Bodies, or if there should be but One such Daughter, then to the Use of such surviving or such only Daughter in Tail General, and in default of such Issue to the Use of the Third and every other subsequently born Daughter of his Body who should be born during the Term of his (the Testator's) Life or in due Time after his Decease, severally, successively, and in remainder according to their respective Seniorities for their respective Lives, with Remainder after the Determination of the Estate or Estates thereby limited to such his Third and other subsequently born Daughter and Daughters as aforesaid, to the Use of the said *Henry Marquis of Waterford* and *John George Archbishop of Armagh*, and their Heirs, during the Life or respective Lives of such Daughter or Daughters whose Estate or respective Estates should so determine, upon trust for such Daughter and Daughters respectively and their respective Assigns, to preserve the contingent Uses and Estates therein-after limited, with Remainder after the Decease and respective Deceases of such Third and other subsequently born Daughter and Daughters of his Body as aforesaid to the Use of the First and other Sons, or in default thereof to the Use of all and every the Daughters of their respective Bodies, and with respect to such First and other Sons severally, successively, and in remainder according to their respective Seniorities in Tail General, and with respect to such respective Daughters equally between them as Tenants in Common in Tail General, with cross Remainders amongst them in Tail General in like Manner, but so nevertheless and in such Way and Manner as that such Third and every other elder subsequently born Daughter and Daughters of his Body who should be born during his Life or in due Time after his Decease, and the First and other Sons or Daughters (as the Case might be) of their respective Bodies, and the Heirs of the respective Bodies of such last-mentioned Son and Sons or Daughters as aforesaid, might always take before and be preferred to the Fourth and every other subsequently born Daughter of his Body, and her and their First and other Sons and Daughters, and the Heirs of the respective Bodies of such last-mentioned First and other Sons and Daughters, in like Manner as was therein-before provided with respect to his Two then present Daughters and the Sons and Daughters of their respective Bodies, or as near and conformable thereto as might be, and in default of such Issue to the Use of the Testator's own right Heirs for ever; and the said Testator thereby empowered his said Son and any other Son or Sons of his to appoint an annual Sum not exceeding One Fourth Part of the clear yearly Income of his said Estates to any Wife by way of Jointure, and also to charge his said Estates with the Payment  
of

*Brydges' Estate Act, 1856.*

of any Sum not exceeding Ten thousand Pounds for the Portions of their younger Children respectively, and to appoint any Term or Terms or create any Trusts for raising and securing any such annual Sum or any such Portions, provided that his said Estate should not be liable to the Payment of more than Two such annual Sums, nor to the raising of more than the Sum of Fifteen thousand Pounds for Portions; and the Testator thereby declared and directed, that it should be lawful to and for his said Trustees, and the Survivor of them, and the Heirs of such Survivor, with the Consent of his said Wife during her Life, and after her Decease of their or his own proper Authority, during the Minority or respective Minorities of the Person or Persons who by virtue of his Will should for the Time being be entitled to his Real Estate, or the Rents, Issues, and Profits thereof, and also to and for such last-mentioned Person or Persons, after he, she, or they should have attained his or their Age or respective Ages of Twenty-one Years, by Indenture or Indentures under their or his or her Hands and Seals or Hand and Seal, to demise and lease all and every or any Part or Parts of his said Real Estate (except his capital Messuage or Mansion House called *Wootton Court*, and the Lands usually occupied and enjoyed therewith,) to any Person or Persons, for any Term or Number of Years not exceeding Ten Years, in possession, but not in reversion or by way of future Interest, so as upon every such Lease there should be reserved and made payable during the Continuance thereof, and to be incident to and go along with the Reversion expectant thereon, the best and most improved yearly Rent and Rents that could be reasonably had or obtained for the same, without taking any Fine, Premium, or Foregift in respect thereof, and so as none of the Lessees to whom such Lease or Leases should be made should be by any Clause or Words therein contained freed from Impeachment of or made dispunishable for Waste, and so as in every such Lease there should be contained a Clause or Provision for Re-entry in case the Rent or Rents thereupon to be reserved should be behind or unpaid by the Space of Twenty-one Days, and so as there should be contained in every such Lease or Leases all such usual and proper Covenants, Provisoes, and Conditions, on the Part of the respective Lessees, as are usually contained in Leases of the like Nature, and so as the Lessee or Lessees to whom such Lease or Leases should be made should seal and deliver a Counterpart or Counterparts thereof respectively; and it was by the said Will provided further, that in case any or either of the Trustees in and by his said Will nominated and appointed, or any succeeding or other Trustees or Trustee of the said Trust Estate and Premises to be nominated as therein-after mentioned, should happen to die, or be desirous to be discharged of and from or refuse or become incapable to act in the Trusts therein-before expressed, declared, and contained, before the same Trusts should have been fully performed and

[*Private.*]

76

discharged,

*Brydges' Estate Act, 1856.*

Death of  
Sir J. W. H.  
Brydges, and  
Probate of  
his Will.

discharged, then and as often as it should so happen it should be lawful for his said Wife during her natural Life, and after her Decease for the Trustees or Trustee for the Time being of his said Will, by any Deed or Writing under their or his Hand and Seal or Hands and Seals, to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of such Trustee or Trustees so dying, or desiring to be discharged, or refusing or becoming incapable to act as aforesaid: And whereas the said Sir *John William Head Brydges* died in the Year One thousand eight hundred and thirty-nine, without having altered or revoked his said Will, so far as the same is herein-before recited, and the said Will, and several Codicils thereto not affecting his Freehold Estates, were on the Eighteenth Day of *October* One thousand eight hundred and thirty-nine duly proved by the said Dame *Isabella Anne Brydges* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Henry Beresford* Marquis of *Waterford* died in the Year One thousand eight hundred and twenty-six: And whereas the said Sir *John William Head Brydges* left him surviving his only Son and Heir-at-Law the said *John George William Brydges*, and his only Two Daughters the said *Elizabeth Charlotte Jemima Brydges* (then the Wife of the Reverend *Charles Gratwicke Raikes Kinleside*) and *Isabella Anne Louisa Brydges*: And whereas the said Dame *Isabella Anne Brydges* died in the Year One thousand eight hundred and fifty: And whereas the said *John George William Brydges* has never been married: And whereas the said *Elizabeth Charlotte Jemima Brydges*, in the Month of *July* One thousand eight hundred and thirty-seven, intermarried with the Reverend *Charles Gratwicke Raikes Kinleside*, by whom she had Issue One Daughter, namely, *Isabella Elizabeth Georgiana Kinleside*, and no other Child: And whereas the said *Charles Gratwicke Raikes Kinleside* died on or about the Twenty-ninth Day of *April* One thousand eight hundred and forty-one, leaving the said *Elizabeth Charlotte Jemima Kinleside* his Wife him surviving, and having by his Will, dated the Tenth Day of *December* One thousand eight hundred and thirty-nine, duly appointed the said *Elizabeth Charlotte Jemima Kinleside* Guardian of his said Daughter: And whereas the said *Elizabeth Charlotte Jemima Kinleside* on the Twentieth Day of *May* One thousand eight hundred and forty-five intermarried with *Robert Parker Radcliffe* Esquire, of the Royal Horse Artillery, by whom she had Issue Four Daughters, namely, *Constance Louisa Radcliffe*, *Ada Radcliffe*, *Rose Madeline Radcliffe*, and *Florence Leila Radcliffe*, and One Son, who died in Infancy, and no other Child: And whereas the said *Elizabeth Charlotte Jemima Radcliffe* died in the Month of *January* One thousand eight hundred and fifty-five, leaving her Husband, the said *Robert Parker Radcliffe*, and her said Five Daughters, her surviving, who are all now living and under the Age of Twenty-one Years:

And

---

*Brydges' Estate Act, 1856.*

---

And whereas by an Order of the Court of Chancery, made in the Matter of the Estate of Sir *John William Head Brydges* deceased, and bearing Date the Fourth Day of *July* One thousand eight hundred and fifty-six, it was ordered, that *Robert Parker Radcliffe* be appointed the Guardian of the said *Isabella Elizabeth Georgiana Kinleside*, for the Purpose of consenting on her Behalf to the passing of this Act, the Title of which is in that Order set forth: And whereas the said *Isabella Anne Louisa Brydges* in the Year One thousand eight hundred and thirty-seven intermarried with *Stephen Ponsonby Peacocke* Esquire, and has Issue Four Sons and Three Daughters, namely, *Ponsonby John Raleigh Peacocke*, *John Fitzroy Peacocke*, *Gerald Loftus Torin Peacocke*, *Reginald Thomas Stephen Peacocke*, *Georgiana Elizabeth Emma Peacocke*, *Alice Blanche Peacocke*, and *Inez Eva Isabel Peacocke*, who are all now living, and under the Age of Twenty-one Years, and Two Daughters, who died in Infancy, and no other Child: And whereas Parts of the Hereditaments comprised in and expressed to be devised by the said Will of the said Sir *John William Head Brydges* consist of Thirty-nine undivided One hundred and twelfth Shares of the Piece of Land, Messuage, Public House, and Hereditaments specified in the First Schedule to this Act, and of an undivided Moiety of the Lands and Hereditaments specified in the Second Schedule to this Act: And whereas the said *John George William Brydges* has, by the several Indentures of Lease and Agreement, the Date, Term, and other short Particulars whereof are specified in the Third Schedule to this Act, assumed to demise or to join in demising, and to agree to demise or to join in demising, the Thirty-nine undivided One hundred and twelfth Shares devised by the Will of the said Sir *John William Head Brydges* of the Freehold Hereditaments comprised in the same Leases and Agreement, as in the same Schedule is mentioned, for the respective Terms in the same Schedule mentioned, which Terms will determine by the Death of the said *John George William Brydges*, or become liable to be determined by the Person or Persons entitled in remainder under the said Will of the said Sir *John William Head Brydges*, so far as regards the said Parts or Shares devised by the said Will of the Premises comprised in the said Leases and Agreement, but the said several Leases and Agreement were respectively granted and made without Fine, Premium, or Foregift, at the best Rent, and on the most beneficial Terms that could be obtained: And whereas the Piece of Land, Messuage, Public House, and Hereditaments specified in the First Schedule to this Act are unconnected with and lie detached and at a Distance from the Mansion House and Bulk of the Estates devised by the said Will of the said Sir *John William Head Brydges*: And whereas there are not any Powers of Partition or of Sale and Exchange, nor are there any Powers of Leasing, except the Power of Leasing for Ten Years herein-before noticed,

*Brydges' Estate Act, 1856.*

noticed, contained in the said Will of the said Sir *John William Head Brydges*, of any of the Hereditaments thereby devised, and it would be expedient and advantageous to the Persons who shall successively become entitled under the Limitations of the said Will if the several Leases and Agreement specified in the Third Schedule to this Act were confirmed and made valid as against all successive Owners under the said Will, and if there were such Powers of Leasing, and also of Sale and Exchange, as herein-after provided, of the Piece of Land, Messuage, Public House, and Hereditaments specified in the said First Schedule to this Act, and if there were such Powers of Partition as herein-after provided of the Hereditaments specified in the First and Second Schedules to this Act: But the Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *John George William Brydges*, doth 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:

Confirmation of Leases mentioned in the Third Schedule.

I. The several Indentures of Lease mentioned in the Third Schedule to this Act shall be and the same are hereby confirmed and made valid and effectual Leases of the Hereditaments thereby respectively expressed to be demised, for the whole of the respective Terms and with all the respective Benefits thereby respectively expressed to be granted and conferred, but subject to the Payment of the respective Rents, and the Observance and Performance of the respective Covenants, Provisions, and Agreements, therein respectively contained.

Trustees for Purposes of this Act.

II. *George Dunbar* of *Woburn* in the County of *Down* in *Ireland*, Esquire, and *Daniel Smith Bockett* of *Lincoln's Inn Fields* in the County of *Middlesex*, Esquire, and the Survivor of them, and such other Persons as shall from Time to Time be appointed Trustees for the Purposes of this Act, and the Survivor of them for the Time being, shall be and are and is hereby constituted the Trustees and Trustee for the Time being of and for carrying into execution the Powers by this Act vested in and directed to be carried into execution by the Trustees or Trustee for the Time being of this Act.

Powers of leasing for Terms herein mentioned;

III. It shall be lawful for the Trustees or Trustee for the Time being of this Act, during the Life of any Person for the Time being entitled as Tenant for Life to the Possession or Receipt of the Rents and Profits of the Hereditaments for the Time being subject to the subsisting Uses and Limitations created by the said Will of the said Sir *John William Head Brydges*, with the Consent in Writing of such Person if he shall be of full Age, and also during the Minority of any  
 Person



*Brydges' Estate Act, 1856.*

Person or any One of the Persons who, if of full Age, would for the Time being be entitled to the Possession or Receipt of the Rents and Profits of the same Hereditaments or any Part thereof, as Tenant or Tenants in Tail by Purchase, with the Consent in such last Case of such of them as shall be of full Age, but otherwise at the Discretion of the said Trustees or Trustee for the Time being, to demise or lease, or join in demising or leasing, all or any Part or Parts of the said Hereditaments specified in the First Schedule of this Act, to any Person or Persons, for any Term or Number of Years absolute, not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest, reserving on every such Lease during the Continuance thereof the best and most improved yearly Rent or Rents, payable quarterly or half-yearly, that may be reasonably had or gotten for the same, or for any Term or Number of Years not exceeding for Building Leases Ninety-nine Years, and for any Leases for or in consideration of substantial or lasting Repairs or Improvements of Buildings or other Erections or Works not exceeding Sixty Years, and respectively to take effect in possession, and not in reversion or by way of future Interest, either for the Purpose of or in consideration of Building or Repairs or other substantial or lasting Improvements as aforesaid on the Hereditaments so leased, and every such Building or Repairing Lease or Leases for Improvement as aforesaid to be in like Manner at the best Rent which may be reasonably obtained under the Circumstances, and every such Lease as aforesaid to be granted subject to such Terms and Conditions as to Repairs, Building, Assurance, or otherwise, including Provision for Roads or other Matters of Utility or Ornament, as the Trustees or Trustee for the Time being may think proper, all such Leases aforesaid to be so granted without taking Fines or Premiums for the making thereof, and so as in every such Lease granted under this Act there be contained a Covenant for Payment of the Rent thereby reserved, and also a Condition of Re-entry on Nonpayment of the Rent or Rents thereby respectively reserved by the Space of Thirty Days after the same shall become due, or Breach of Covenant, absolute or qualified, or in such Manner as the Parties granting any such Lease or Leases shall think proper, and so as that the respective Lessees to whom such Lease or Leases shall be made do seal and execute a Counterpart or Counterparts of such Lease or Leases, and so that none of the Lessees to whom any such Lease or Leases shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, other than pulling down Buildings for the Purpose of erecting new Buildings, and with Power, if so agreed between the Parties thereto, to take and use or sell or dispose of the Materials, as may be agreed upon.

for Twenty  
one Years ;for Ninety-  
Nine Years ;for Sixty  
Years.

*Brydges' Estate Act, 1856.*

Power to  
contract for  
leasing.

IV. It shall be lawful for the Trustees or Trustee for the Time being of this Act, with such Consent or at such Discretion as herein-before required to the Exercise of the Power of Leasing herein-before contained, to enter into any Contract for granting any such Lease, and such Contract, when the same shall have become binding on the Parties thereto, and also the Agreement already entered into as aforesaid for a Lease, and mentioned in the Third Schedule to this Act, shall entitle the Person or Persons thereby contracting and agreeing for the Grant to him or them of such Lease to have such Lease granted to him or them by any Person or Persons hereby authorized for the Time being to grant Leases pursuant to this Act, or otherwise competent to grant such Lease; provided that no such Contract shall form a binding Contract to grant any such Lease unless or until the Person or Persons contracting to have such Lease granted to him or them shall be or become bound to accept such Lease.

Power to  
make Par-  
tition.

V. It shall be lawful for the Trustees or Trustee for the Time being of this Act, with such Consent or at such Discretion as herein-before required to an Exercise of the Power of Leasing herein-before contained, to concur with the Person or Persons for the Time being entitled to or having Power to dispose of any undivided Share or Shares of and in the Hereditaments specified in the First and Second Schedules to this Act in making a Partition of the same Hereditaments or any Part thereof, and of the Appurtenances, and to give or receive any Money for Owelty of Partition, and for the Purpose of effectuating such Partition, by any Deed or Deeds, Writing or Writings, to be by them sealed and delivered, and attested by One Witness or more, absolutely to revoke and make void all or any of the Uses, Trusts, Powers, and Provisoos by the said Will of the said Sir *John William Head Brydges* and this Act limited and declared of or concerning the undivided Share or Shares of the Hereditaments of which it shall be intended to make Partition, and of the Appurtenances, and by the same or any other Deed or Deeds, Writing or Writings, executed as aforesaid, to limit, declare, direct, or appoint any Use or Uses, Estate or Estates, Trust or Trusts of the same undivided Share or Shares which shall be thought necessary or expedient to effectuate such Partition.

Power of  
Sale and  
Exchange.

VI. It shall be lawful for the Trustees or Trustee for the Time being of this Act, with such Consent or at such Discretion as is required to an Exercise of the Power of Leasing herein-before limited, to sell or exchange for other Manors, Lands, or Hereditaments adjoining or near to or convenient to be held with the Mansion House and Bulk of the Estates devised by the said Will of the said Sir *John William Head Brydges*, all or any of the Parts or Shares devised by the said Will of the said Sir *John William Head Brydges* of

*Brydges' Estate Act, 1856.*

of or in all or any Part of the said Hereditaments specified in the First Schedule to this Act, and upon any such Exchange to give or receive any Money for Equality of Exchange, and to make any such Sale as aforesaid either by Public Auction or Private Contract, and subject to any special or other Stipulations as to Title or Evidence of Title or otherwise, as the said Trustees or Trustee for the Time being may think proper, and to buy in or rescind any Contract for Sale of the same Hereditaments or any Part thereof, and to resell the same, without being responsible for any Loss occasioned thereby, and for the Purposes aforesaid, by any Deed or Deeds, Writing or Writings, sealed and delivered, and attested by One Witness or more, to revoke and make void all or any of the Uses, Trusts, Powers, and Provisoos by the said Will of the said Sir *John William Head Brydges* and this Act limited and declared of or concerning the Hereditaments of which it shall be intended to make Sale or Exchange, and by the same or any other Deed or Deeds to limit, declare, direct, or appoint any Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments so sold or exchanged which shall be thought necessary or expedient to effectuate any such Sale or Exchange.

VII. When any Partition, Sale, or Exchange shall have been made, under the Powers in this Act contained, the Trustees or Trustee for the Time being of this Act shall, as soon as conveniently may be, and with such Consent or at such Discretion as aforesaid, lay out and invest all and every the Sum and Sums of Money which shall be received for Owelty of Partition or on any Sale or for Equality of Exchange as aforesaid in the Purchase, under any ordinary or special Conditions of Sale, of Manors, Lands, or Hereditaments adjoining or near to or convenient to be held with the Mansion House and Bulk of the Estates devised by the said Will of the said Sir *John William Head Brydges*, for an Estate or Estates of Inheritance in Fee Simple, and shall cause all the Manors, Lands, or Hereditaments so to be purchased, taken upon Partition or in Exchange as aforesaid, to be settled and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in and by the said Will of the said Sir *John William Head Brydges* limited and declared, or, under the Powers of jointuring or charging Portions in the said Will contained, to be limited and declared of and concerning the said Hereditaments and Premises by the said Will devised in strict Settlement, or as near thereto as the Deaths of Parties and other intervening Accidents will admit of, but not so as to increase or multiply Charges.

Investment  
of Proceeds  
of Sale, &c.

VIII. Provided always, That it shall be lawful for the Trustees or Trustee for the Time being of this Act, by and out of the Moneys to arise from any such Sale or to be received for Equality of Exchange

As to Pay-  
ments for  
Equality  
of Exchange,  
&c.  
or

*Brydges' Estate Act, 1856.*

or Owelty of Partition, as aforesaid, to pay any Money which upon any Exchange or Partition made in exercise of the Powers in this Act contained shall or may be payable for Equality of Exchange or Owelty of Partition, and also to raise any Money agreed to be paid for Equality of Exchange or Owelty of Partition by Mortgage of the Hereditaments to be received in Exchange or upon Partition, or of any other Hereditaments for the Time being subject to the then subsisting Uses or Limitations of the said Will and this Act, and to make all such Appointments, Assignments, Surrenders, and other Assurances and to do all such other Acts as shall be necessary or expedient for effectuating any such Mortgage or Mortgages, but so always that the total Amount to be raised by Mortgage as aforesaid shall not exceed the Sum of One thousand Pounds; and no Mortgagee advancing Money upon any Mortgage purporting to be made under this Power shall be bound to see that such Money is wanted, or that no more than is wanted is raised, or to inquire as to the Amount previously raised by Mortgage under this present Power.

Moneys arising from Sales, &c. may be applied in discharging Incumbrances.

IX. It shall be lawful for the Trustees or Trustee for the Time being of this Act, with such Consent or at such Discretion as aforesaid, to apply any Money to arise by any Sale or for Owelty of Partition or Equality of Exchange made pursuant to this Act in or towards paying off or discharging any Mortgage or other Charge or Incumbrance for the Time being affecting all or any of the Hereditaments then subject to the then subsisting Uses and Limitations of the said Will of the said Sir *John William Head Brydges*, but without changing or altering the Equities or Obligations of the Parties claiming under the said Will in relation to any such Mortgage or other Charge or Incumbrance.

Such Moneys to be paid into the Court of Chancery.

X. The Moneys to arise by any such Sales or to be paid for Owelty of Partition or Equality of Exchange in pursuance of this Act shall respectively be paid by the Purchasers or other Persons liable to pay the same 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 Purchasers of the *Brydges' Estate*," pursuant to the Method prescribed by the Act passed in the Session of Parliament holden in the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of such Court, and without Fee or Reward, according to the Act passed in the Session of Parliament holden in the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Accountant General's Certificate, &c. to be a

XI. The Certificate of such Accountant General of the Payment into the Bank of any Moneys hereby directed to be so paid, with the Receipt for the same of One of the Cashiers of the Bank, to be thereunto

*Brydges' Estate Act, 1856.*

thereunto annexed, and therewith filed in such Court, shall from Time to Time be good and effectual Discharges to all Persons so paying the same, according to this Act, for the Moneys hereby directed to be so paid, which in such Certificates and Receipts respectively shall be expressed to be so paid, and the Purchasers and other Persons so paying such Moneys and taking such Certificates and Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Moneys, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof respectively.

Discharge to  
Purchasers,  
&c.

XII. The Moneys which shall be paid into the Bank, as directed by this Act, or a competent Portion thereof, shall and may, upon Petition to be preferred to such Court in a summary Way by the Trustees or Trustee for the Time being of this Act, or by such One or more of the Persons who would be beneficially entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be purchased as herein directed as for the Time being shall have attained the Age of Twenty-one Years, and by the Guardian or Guardians of such One or more of the Persons who would be so entitled as for the Time being shall be under the Age of Twenty-one Years, be applied, by the Direction of such Court, in or towards the Discharge of the Costs and Expenses of and attending the obtaining and passing this Act, and the Cost, Charges, and Expenses attending such Partitions, Sales, and Exchanges, or other the Execution of the Powers and Provisions of this Act, and the Surplus of such Moneys shall be laid out and invested, under the Order of such Court, in such Purchase or Purchases of other Hereditaments as herein-before in that Behalf directed.

Application  
of Moneys  
in Payment  
of Costs, &c.

XIII. All Moneys which shall be paid into the Bank as directed by this Act shall, in the meantime and until the same shall be invested in such Purchases or otherwise be applied under the Direction of such Court, from Time to Time be laid out in the Purchase of Exchequer Bills, and the Interest arising upon or from such Exchequer Bills, and the Moneys received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of such Accountant General in the Purchase of other Exchequer Bills : Provided always, that such Court of Chancery may make any such Special or General Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of such Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which shall be so in the Course of Payment as shall be effectual for enabling such

Interim In-  
vestment in  
Exchequer  
Bills.

[*Private.*]

7 d

Receipt

*Brydges' Estate Act, 1856.*

Receipt in exchange, and in that event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which shall respectively be paid off; and all such Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of such Accountant General, and shall there remain until proper Purchases be found and authorized as herein-before directed, and until the same shall by such Court, upon the Application in a summary Way by the said Trustees or Trustee, or such other Persons as last aforesaid, be ordered to be sold by such Accountant General for completing such Purchases, or otherwise be applied in manner hereby directed: Provided also, that if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase or Exchange Money so laid out in Exchequer Bills, then and in that Case the Portion which shall remain after deducting the Amount of the original Purchase Money, and after discharging the Expense of the Applications to such Court relative to such Exchequer Bills, shall be paid to such Person or Persons respectively as would for the Time being have been entitled to receive the Rents and Profits of the Hereditaments hereby directed to be purchased in case the same had been purchased with such original Purchase, Partition, or Exchange Money, pursuant to this Act, or the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate, and in the Case of there being more than One such Person a proper Apportionment shall be made according to the respective Rights which such Persons would have had in the Rents and Profits of the Hereditaments sold in case no Sale, Partition, or Exchange had been made.

As to Consents of Persons under Disability.

XIV. The Consent hereby required to be given to any Act to be done under the Authority of this Act as to any Feme Covert shall be valid notwithstanding Coverture, and in all Cases such Consent shall be valid and effectual, notwithstanding any legal Disability of any Party purporting to give such Consent; and the Consent of the Committee of the Person or Estate of any Lunatic or *non compos mentis* shall be as effectual as if such Parties respectively under such Disabilities were of full Capacity for giving such Consent.

Partition, &c. to be subject to Leases, &c.

XV. Every Partition, Sale, or Exchange made under the Powers in this Act contained shall take effect subject and without Prejudice to any Lease of the Hereditaments or of any Part of the Hereditaments partitioned, sold, or exchanged which is by this Act confirmed and made valid, or which shall have been granted pursuant to any Power contained in the said Will of the said Sir *John William Head Brydges* or this Act, and also subject and without Prejudice to any Mortgage or other Disposition which shall have been made under the Trusts of any Term of Years limited under the Powers of jointuring or charging

Portions

*Brydges' Estate Act, 1856.*

Portions contained in the same Will, and also subject and without Prejudice to any Disposition by way of Mortgage made pursuant to the Powers in this Act contained for raising any Moneys for the Purposes of this Act.

XVI. The Acknowledgment in Writing by the Trustees or Trustee of this Act for the Time being of the Execution and Delivery of any Counterpart of any Lease by this Act authorized to be granted shall be sufficient Evidence thereof in favour of all Lessees and those claiming under them; and after the granting of any Lease pursuant to the Provisions of this Act the Contract (if any) for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of such Lease; and every Lease made in pursuance of a Contract shall, provided it be conformable to the Provisions of this Act, be valid, notwithstanding any Variation between such Lease and the Contract for the same, and notwithstanding any Invalidity or Irregularity in any such Contract.

Evidence of Counterparts of Leases, &c.

XVII. The Rent reserved by each Lease confirmed by or granted pursuant to the Powers of this Act shall be and the same is hereby annexed to the Reversion immediately expectant on the Term granted by the same Lease, and every Lessee and every Assignee of any Term shall, as against the Person for the Time being entitled in reversion, and every Person for the Time being entitled in reversion shall, as against the Lessee for the Time being under or the Assignee for the Time being of each such Lease, be entitled to the like Rights and Remedies in all Cases in respect of the Covenants and Provisions contained in the Deed by which each such Lease shall have been granted as the same Persons respectively would have had in case they had been respectively Lessee or Reversioner of the same Hereditaments at Common Law.

Rents of Leases confirmed to be annexed to Reversion.

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

Leases not to be defeasible by Restriction of the Condition of Re-entry.

XIX. Notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or any such Contract as to Part only of the Premises leased or agreed so to be, the Condition or Right of Re-entry shall remain and be in full Force as to such Parts of the Premises as from Time to Time shall continue to be held by virtue

Avoidance of a Lease as to Part of the Premises not to affect the Condition of Re-entry.

*Brydges' Estate Act, 1856.*

virtue of such Lease or Contract, and in order thereto every such Condition or Right of Re-entry shall be apportionable and apportioned and shall have Effect according to the Intention of the Parties as expressed in that Behalf in such Lease or Contract.

Under-leases not to be affected by Condition of Re-entry in the original Lease beyond the Premises under-leased.

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

Trustees may alter and take Surrenders of Leases, &c.

XXI. It shall be lawful for the Trustees or Trustee of this Act for the Time being, either gratuitously or upon any Condition, or for valuable Consideration, to alter, rescind, or release any Contract for the Time being subsisting for a Lease, or to take a Surrender or vary the Terms of any Lease for the Time being subsisting: Provided that any Money forming such valuable Consideration shall be paid and applied in manner by this Act directed with respect to Moneys arising under any Sale by this Act authorized to be made; and provided that in the Case of varying the Terms of a Lease the Variation shall be made with such Consent and at such Discretion as are required in the Execution of the Power of Leasing herein-before limited.

As to Payment of Costs of obtaining and carrying into execution this Act.

XXII. The Costs and Expenses of and incident to the obtaining and passing of this Act and carrying the same into execution (including the Costs of an Application to Parliament in the Session of One thousand eight hundred and fifty-five with reference thereto) shall and may be deducted and defrayed out of any Moneys or Funds (being Capital, and not merely Income of a Tenant for Life,) for the Time being subject or applicable to or for the Provisions or Purposes of this Act; and any such Costs and Expenses may, upon Application of any Person interested, by Motion or Petition in a summary Way to the Court of Chancery, upon such Notice to any other Person or Persons as such Court shall consider sufficient, be from Time to Time taxed by One of the Taxing Masters of the said Court; and every such Taxation shall be final and conclusive, subject nevertheless to the like



*Brydges' Estate Act, 1856.*

like Appeal to the Court and otherwise as in Cases of Taxation of Costs under the Statute for consolidating and amending several of the Laws relating to Attorneys and Solicitors practising in *England* and *Wales*.

XXIII. It shall be lawful for the Trustees or Trustee for the Time being of this Act, out of any Moneys which shall come to their or his Hands arising from any Partition, Sale, or Exchange, or otherwise under this Act, to discharge the Amount at which all such Costs and Expenses as aforesaid shall be taxed, pursuant to the Direction herein-before contained, or to raise such Sum or Sums as shall be required for discharging the same by Mortgage of all or any Part of the Hereditaments for the Time being subject to the subsisting Limitations of the said Will of the said Sir *John William Head Brydges* and this Act, and for the Purpose aforesaid to assign or convey the said Hereditaments so to be mortgaged (subject to any Charges or Incumbrances affecting the same, but freed and discharged from the Uses, Trusts, and Limitations created by the said Will and this Act,) to any Person or Persons who shall advance such Sum or Sums, and to give to such Person or Persons all such Powers as are usually inserted in Conveyances by way of Mortgage for securing to them or him the Repayment of the Sum or Sums so to be advanced, together with Interest thereon, at such Rate as may be agreed upon.

Power to raise Money by Mortgage for that Purpose.

XXIV. Every Mortgage, pursuant to the Powers of this Act, shall contain a Covenant by the said *John George William Brydges*, or other the Person, if any, for the Time being entitled to the Possession or the Receipt of the Rents and Profits of the mortgaged Hereditaments, during his or her Life, for himself or herself, his or her Heirs, Executors, or Administrators, to pay and keep down so much of the Interest as shall become payable on such Mortgage during the Term of his or her natural Life.

Mortgages to contain Covenant by Tenant for Life to pay Interest during his or her Lifetime.

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

One Year's Arrear of Interest only to be recoverable after the Death of any Tenant for Life or Determination of any Estate Tail, against the Here-comprised in Mortgage.

[*Private.*]

7 e

XXVI. Upon

*Brydges' Estate Act, 1856.*

The Interest for the current Half Year to be apportioned on the Decease of any Tenant for Life or Tenant in Tail.

XXVI. Upon the Decease of the said *John George William Brydges*, and the Decease of every other Person for the Time being entitled, or who if of full Age would be for the Time being entitled, to the Possession or the Receipt of the Rents and Profits of the Hereditaments comprised in any such Mortgage or Mortgages as aforesaid, or of any Share or Shares thereof, as Tenant for Life or Tenant in Tail, the Heirs, Executors, or Administrators of the Person so dying shall pay all Arrears or a corresponding Share or Shares of all Arrears of Interest which shall accrue due during the Lifetime of the Person so dying, and also so much or a corresponding Share or Shares of 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 Decease of the Person so dying as shall be in proportion to the Time which such Person shall have lived of the current Half Year.

Mortgages to contain a Covenant for quiet Enjoyment.

XXVII. Every such Mortgage as aforesaid shall contain a Covenant on the Part of the Mortgagee or Mortgagees for the quiet Enjoyment by the said *John George William Brydges*, or other the Person or Persons for the Time being entitled or interested as aforesaid, of the Hereditaments comprised in such Mortgage, and of the Rents, Issues, and Profits thereof, until Default shall be made in Payment of the Principal Moneys and Interest secured by such Mortgage, or some Part thereof, at the Time and in Manner in such Mortgage appointed for Payment thereof respectively.

Trustees to set apart Portion of Income, and accumulate it for Payment of the Costs of obtaining this Act.

XXVIII. Provided always, That the Trustees or Trustee for the Time being of this Act shall claim, recover, and set apart yearly out of the Rents and Profits of the Hereditaments for the Time being, subject to the subsisting Uses and Limitations of the said Will of the said *Sir John William Head Brydges*, such a Sum as with the Income for the Time being of the Sinking Fund by this Act provided for is equal to One Twenty-fifth Part of the Amount of the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, and shall have full Power, by Distress or otherwise, to enforce such Claim, and shall invest in the Purchase, in their or his Names or Name, of Consolidated Three Pounds *per Centum* Annuities and Reduced Three Pounds *per Centum* Annuities, or either of those Annuities, the Amount so from Time to Time recovered and set apart, so as to accumulate the same as a Sinking Fund in the Way of Compound Interest until such Sinking Fund reaches the Amount of such Costs, Charges, and Expenses, and shall hold the Stocks or Annuities for the Time being forming such Sinking Fund upon the Trusts affecting the Principal Moneys raised by the Power of Sale by this Act created.

XXIX. The

*Brydges' Estate Act, 1856.*

XXIX. The Receipt and Receipts of the Trustees and Trustee for the Time being of this Act shall be good and sufficient Discharges for all Moneys whatsoever which shall be paid to them by virtue or for any of the Purposes of this Act, and shall acquit and discharge all Persons paying the same therefrom, and from all Liability to see to the Application thereof, and from all Consequences of Loss, Misapplication, or Nonapplication of the same.

Trustees  
Receipts to  
be sufficient  
Discharges.

XXX. If the said Trustees hereby constituted, or either of them, or any Trustee or Trustees appointed as herein-after provided, shall die, or be abroad, or desire to be discharged, or refuse or become incapable or unfit to act in the Execution of the Office of Trustee of this Act, before the Purposes thereof shall have been executed or performed, then and in every such Case it shall be lawful for the Trustees or Trustee for the Time being of this Act, and for this Purpose refusing or retiring Trustees shall, if willing to act in the Execution of this Power, be considered continuing Trustees, with the Approbation of the High Court of Chancery, or for the said Court of Chancery, on Application being made thereto, by Petition in a summary Way by any Person who, being of full Age, shall for the Time being be entitled, or who being a Minor would, if of full Age, be for the Time being entitled to the Possession or Receipt of the Rents and Profits or any Part of the Rents and Profits of the Hereditaments for the Time being subject to the subsisting Uses and Limitations of the said Will, or of the Guardian or Guardians of such last-mentioned Person, to appoint a new Trustee or new Trustees in the Place of the Trustee or Trustees so dying, or being abroad, or desiring to be discharged, or refusing or becoming incapable or unfit to act as aforesaid; and that upon every such Appointment all the Estates, Moneys, Stocks, Funds, and Securities (if any) then vested in the Trustees or Trustee for the Time being, or in the Heirs, Executors, or Administrators of the last surviving or continuing Trustee, shall immediately, by force of this Act, become and be vested in the surviving or continuing Trustee or Trustees jointly with such new Trustee or Trustees, or in such new Trustees solely, as the Case may require; and that every Trustee so appointed as aforesaid shall and may act in the Execution of the Trusts and Powers of this Act, and shall have and be invested with all the same Powers and Authorities, as fully and effectually as if he had been originally named a Trustee of this Act.

Power to  
appoint new  
Trustees.

XXXI. The Trustees or Trustee for the Time being of this Act shall be respectively chargeable only for such Moneys as they shall respectively actually receive, and shall be answerable and accountable only for their own Acts, Receipts, Neglects, and Defaults respectively, and not for those of each other, nor for any Banker, Broker, or other Person with whom any Trust Monies or Securities may be deposited,

Indemnity of  
Trustees.

nor

*Brydges' Estate Act, 1856.*

nor for the Insufficiency or Deficiency of any Stocks, Funds, or Securities, nor for any other Loss, unless the same shall happen through their own wilful Default respectively; and it shall be lawful for the said Trustees or Trustee for the Time being to reimburse themselves and himself, or pay and discharge, out of the Moneys which shall come to their or his Hands by virtue and for the Purposes of this Act, all Expenses incurred in or about the Execution of the Trusts or Powers of this Act.

General  
Saving of  
Rights.

XXXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *John George* Archbishop of *Armagh* and his Heirs, and the said *John George William Brydges* and his Heirs, and all and every his Children, and the Heirs of their respective Bodies, and the said *Isabella Elizabeth Georgiana Kinleside*, *Constance Louisa Radcliffe*, *Ada Radcliffe*, *Rose Madeline Radcliffe*, and *Florence Leila Radcliffe*, the Five Daughters of the said *Elizabeth Charlotte Jemima Radcliffe* deceased, and the Heirs of their respective Bodies, and the said *Stephen Ponsonby Peacocke* and *Isabella Anne Louisa* his Wife, and the said *Ponsonby John Raleigh Peacocke*, *John Fitzroy Peacocke*, *Gerald Loftus Torin Peacocke*, *Reginald Thomas Stephen Peacocke*, *Georgiana Elizabeth Emma Peacocke*, *Alice Blanche Peacocke*, and *Inez Eva Isabel Peacocke*, the Children now born of the said *Stephen Ponsonby Peacocke* and *Isabella Anne Louisa* his Wife, and all and every the Children hereafter to be born of the said *Isabella Anne Louisa Peacocke*, and the Heirs of the Bodies of all and every the Children of the said *Isabella Anne Louisa Peacocke* now born and hereafter to be born,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the several Estates and Hereditaments specified in the Schedules to this Act, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed if this Act had not been passed.

Provision for  
future Con-  
sents.

XXXIII. And whereas the said *Stephen Ponsonby Peacocke* and *Isabella Anne Louisa* his Wife are at present abroad, and their Consent or the Consent of either of them to this Act hath not been proved: Therefore this Act, or anything therein contained, shall not be of any Effect as against the said *Stephen Ponsonby Peacocke* or *Isabella Anne Louisa* his Wife, or the Children now born of the said *Stephen Ponsonby Peacocke* and *Isabella Anne Louisa* his Wife, or her Children hereafter to be born, or any or either of them, or the Heirs of the Bodies or Body of all or any of her Children now or hereafter to be born, unless and until the Consent of the said *Stephen Ponsonby Peacocke* and *Isabella Anne Louisa* his Wife, on behalf of themselves  
and

*Brydges' Estate Act, 1856.*

and their infant Children, or if the said *Isabella Anne Louisa Peacocke* shall survive the said *Stephen Ponsonby Peacocke*, then her Consent on behalf of herself and her infant Children, or if the said *Stephen Ponsonby Peacocke* shall survive his said Wife, then his Consent on behalf of their infant Children, or in case of both their Deaths leaving infant Children, then the Consent of the Guardian for the Time being of such infant Children, shall be signified in Writing under the Hand of each Person so consenting, and attested in each Case by at least One Witness, and enrolled in Her Majesty's High Court of Chancery in *England* within Three Years from the passing of this Act, and every such Consent when enrolled shall be deemed Part of this Act, and shall be as binding and conclusive upon the Person or Persons by-whom and on whose Behalf the same shall be given, and all Persons claiming or to claim by, from, through, or under him, her, or them respectively, as if his, her, or their Consent had been obtained and proved before the passing of this Act; and every such Consent may be in the Form or to the Effect following; (that is to say,)

' I or we [*here insert the Names of the consenting Party or Parties*]  
' on behalf of [*here state whether the consenting Party or Parties*  
' *consents or consent only on his, her, or their own Behalf, or on*  
' *his, her, or their own Behalf and also on behalf of any and what*  
' *others, or only on behalf of any and what others*] hereby consent to  
' "The Brydges' Estate Act, 1856."

XXXIV. This Act may be cited for any Purpose as "The Short Title. *Brydges' Estate Act, 1856.*"

XXXV. 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 be Evi-  
dence.

The FIRST SCHEDULE to which the foregoing Act refers.

**FREEHOLD.**

1. All that Piece or Parcel of Ground situate, lying, and being at the Rear of the South and East Sides of the Hackney Road in the Parish of St. Matthew Bethnal Green in the County of Middlesex, on the North Side of a Road or Street called Crab Tree Row, and on

[*Private.*]

7 f

the

*Brydges' Estate Act, 1856.*

the West Side of a new Street called or intended to be called New Charles Street, containing Four Acres and a Half or thereabouts, and now or lately called or known as Nova Scotia Gardens; and the Eight small Dwelling Houses lately erected on Part thereof, numbered respectively 1, 2, 3, 4, 5, 6, 7, and 8, in New Charles Street, Hackney Road, aforesaid, and mentioned in the Third Schedule to the foregoing Act, and the annual Rents whereof amount in the aggregate to Twenty-four Pounds; and also the Six other Dwelling Houses lately erected by James Bugbee on other Part thereof, held by him at an annual Rent of Twenty Pounds.

2. And all that Messuage or Tenement and Public House called or known by the Sign of the Nag's Head Inn, situate on the South Side of the Hackney Road aforesaid, with the Cottages, Ground, Yard, Garden, Outbuildings, and Premises thereto belonging and held therewith, and now or late in the Occupation of William Murrell, under a Lease dated the Sixteenth Day of September One thousand eight hundred and thirty-six, granted by the said Testator Sir John William Head Brydges and others to Mr. John Kearney, in consideration of a Premium of Five hundred Pounds, for a Term of Twenty-five Years from the Twenty-ninth Day of September One thousand eight hundred and thirty-six, at the yearly Rent of Seventy Pounds.

*Tho<sup>s</sup> Bellamy.*

The SECOND SCHEDULE to which the foregoing Act refers.

## FREEHOLD.

1. A Messuage, Tenement, or Farmhouse, with the Barns, Stables, Gardens, Orchards, Outhouses, and Appurtenances thereunto belonging, together with Eighty Acres of Land, more or less, situate in the Parish of Birchington in the Isle of Thanet in the County of Kent, in the Occupation of Edward Neame.

2. A Piece of Marsh Land in Bonnington in Romney Marsh, in the County of Kent, containing Twenty Acres, more or less.

3. A Messuage or Tenement, Barns, Buildings, and several Pieces of Land, Pasture, and Fresh Marsh, containing by Estimation One hundred and sixty Acres, more or less, situate in the Parishes of West Hythe and Dymchurch, or One of them, in Romney Marsh in the County of Kent.

4. Divers Marsh Lands, containing by Estimation One hundred and thirty-eight Acres, more or less, called Rompey Marsh, alias Scott's Marsh, situate in the Parish of Medley in Romney Marsh in the County of Kent, let at the yearly Rent of Three hundred and fifty Pounds.

5. A Messuage

*Brydges' Estate Act, 1856.*

5. A Messuage or Farmhouse called Smershall otherwise Smesshall, and a small Messuage thereto adjoining, Barns, Stables, Millhouse, Outhouses, Buildings, Yards, Orchards, and several Closes of Land, containing altogether about Fifty Acres, situate in Swingfield in the County of Kent, in the Occupation of John Hogben.

6. Several Pieces of Woodland, containing together Fifty-eight Acres or thereabouts, situate in the Parishes of Alkham, Lydden, Swingfield, and Wootton, or some or one of them, in the County of Kent.

7. Any other Lands and Hereditaments a Moiety or other Share whereof was devised by the said Will of the said Sir John William Head Brydges.

*Charles Lawrence.*

The THIRD SCHEDULE to which the foregoing Act refers.

LEASES, in consideration of Buildings, Rent, and Covenants, for 79 $\frac{3}{4}$  Years each from 25th December 1850, with Covenants by Lessee to repair and insure and Proviso for Re-entry on Nonpayment of Rent for 30 Days, or Nonperformance of Covenants, and of which Leases Counterparts have been executed by the Lessee.

Date.	Parties.	Rent.	Premises.
1. 1851. 4th July	John George William Brydges of Wootton Court, Kent, Esq., William Osmond Hammond of St. Alban's Court, Kent, Esq., the Rev. Thomas Harrison of Barham, Kent, Clerk, and Champion Russell of Stubbens, Essex, Esq., of the one Part, and William Coote of Basinghall Street, London, Architect, of the other Part.	Peppercorn for the First Year, and £3 yearly during Remainder of Term.	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No. 1. on the East Side of a Street called New Charles Street, in the Hackney Road in the Parish of St. Matthew Bethnal Green in the County of Middlesex.
2. Same Date -	Same Parties - -	Same Rent	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No. 2. on the East Side of New Charles Street aforesaid.
3. Same Date -	Same Parties - -	Same Rent	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No. 3. on the East Side of New Charles Street aforesaid.
4. Same Date -	Same Parties - -	Same Rent	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No. 4. on the East Side of New Charles Street aforesaid.

*Brydges' Estate Act, 1856.*

Date.	Parties.	Rent.	Premises.
5. Same Date -	Same Parties - -	Same Rent	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No.5. on the East Side of New Charles Street aforesaid.
6. Same Date -	Same Parties - -	Same Rent	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No.6. on the East Side of New Charles Street aforesaid.
7. Same Date -	Same Parties - -	Same Rent	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No.7. on the East Side of New Charles Street aforesaid.
8. Same Date -	Same Parties - -	Same Rent	All that Piece or Parcel of Ground, and the Messuage or Tenement thereon erected and built, situate and being No.8. on the East Side of New Charles Street aforesaid.

*Geo. H. Barton.*

AGREEMENT for LEASE for  $76\frac{3}{4}$  Years from the 25th Day of December 1853, in consideration of Buildings, Rent, and Covenants. The Leases to contain Covenants to repair, insure, and Proviso for Re-entry on Nonpayment of Rent for 30 Days or Nonperformance of Covenants.

Date.	Parties.	Rent.	Premises.
1854. 7th October	The said John George William Brydges, William Osmond Hammond, Thomas Harrison, and Champion Russell, of the First Part, and James Bugbee of No. 38, Vincent Square, Westminster, Contractor, of the Second Part.	£5 for the First Year, and £20 for every subsequent Year of the Term.	All that Piece or Parcel of Ground delineated or described in the Plan annexed to the said Agreement, and coloured Red, Part of a Piece or Parcel of Land then or lately called or known as Nova Scotia Gardens, situate in the Parish of St. Matthew Bethnal Green in the County of Middlesex, and also of the several Messuages or Tenements to be erected and built thereon.

*Geo. H. Barton.*

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1856. 14