



ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

Cap. 2.

An Act for continuing in force, during the Minority of Mrs. *Clara Clarke Thornhill*, the Wife of *William Capel Clarke Thornhill*, of *Swakeleys* in the County of *Middlesex*, Esquire, the Powers conferred by "*Thornhill's Estate Act, 1852*," and "*Thornhill's Estate Act, 1854*," and for other Purposes. [23d June 1856.]

WHEREAS at the Time of the passing of the Acts of Parliament next herein-after mentioned, *Clara Clarke Thornhill*, now the Wife of *William Capel Clarke Thornhill* of *Swakeleys* in the County of *Middlesex*, but then *Clara Thornhill* Spinster, and who is still an Infant under the Age of Twenty-one Years, to wit, of the Age of Twenty Years or thereabouts, was, under and by virtue of the Devises contained in the Will of her paternal Grandfather *Thomas Thornhill*, of *Fixby* in the County of *York*, Esquire, deceased, who died in the Year One thousand eight hundred, and which said Will bears Date the Sixteenth Day of *April* One thousand seven hundred and ninety, and of the Events which had

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happened, legal Tenant in Tail in possession of various Estates in the County of *York*, with Remainder to her Infant Half Sisters *Honoriam Louisa Thornhill* and *Eleanor Frances Thornhill*, both then and now Infants under the Age of Twenty-one Years, successively in Tail General, with divers Remainders over, and subject to a Jointure Rentcharge of Two thousand Pounds charged upon the said Estates by *Thomas Thornhill* of *Fixby* aforesaid, the Father of the said *Clara Thornhill*, by Indenture dated the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, in favour of his Wife *Honoriam Thornhill* the Mother of the said *Honoriam Louisa Thornhill* and *Eleanor Frances Thornhill*, and the Stepmother of the said *Clara Clarke Thornhill*, and who subsequently to the Death of the said *Thomas Thornhill* the Father intermarried with and is now the Wife of *Henry Hungerford Holdich Hungerford*, of *Dingley Park* in the County of *Northampton*, Esquire, and which Jointure Rentcharge is secured by a Term of Years, then and now vested in *Mark Milbank* and *William Henry Meyrick* Esquires; but the said Rentcharge was, upon the said Marriage of the said *Honoriam Hungerford* with the said *Henry Hungerford Holdich Hungerford*, assigned to *Sir Francis Lyttelton Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkley Portman* Esquires; and the said *Honoriam Hungerford* was at the Time of the passing of the said Acts the Guardian of the said *Clara Clarke Thornhill*, appointed by a Codicil, bearing Date the Tenth Day of *July* One thousand eight hundred and forty-three, to the Will, dated the Thirteenth Day of *November* One thousand eight hundred and thirty-nine, of her said Father, who died in the Year One thousand eight hundred and forty-four, and also appointed or confirmed as Guardian by the High Court of Chancery, and at the Time aforesaid a Suit was pending in the High Court of Chancery for administering the Estate of the said *Thomas Thornhill* the Grandfather, in which Suit the said *Clara Clarke Thornhill*, by *Francis Forester* Esquire her next Friend, was Plaintiff, and the said *Honoriam Hungerford*, by her former Name of *Thornhill*, and another, were Defendants, and which Suit was known as *Thornhill* versus *Thornhill*: And whereas by an Act of Parliament made and passed in the Sixteenth Year of the Reign of Her present Majesty, intituled *An Act to enable the Infant Tenants in Tail of the Estates in the County of York, subject to the Will of Thomas Thornhill, of Fixby in the said County, Esquire, deceased, to grant Building and other Leases of Parts of the said Estates, and to sell or exchange the same, and for other Purposes*, the Short Title of which is "*Thornhill's Estate Act, 1852*;" and by another Act of Parliament made and passed in the Eighteenth Year of the Reign of Her present Majesty, intituled *An Act for enlarging the Powers contained in Thornhill's Estate Act, 1852, and for granting further Powers in respect of the Thornhill Estate*, the Short Title of which is "*Thornhill's Estate Act, 1854*," Powers were conferred for granting,

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granting, during the Minority of the said *Clara Clarke Thornhill*, or other the Tenant in Tail for the Time being of the Estates from Time to Time subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Grandfather, Leases of the same Estates (with the Exception of certain Parts) for various Terms of Years, and upon the Conditions in the same Acts mentioned, and for selling and exchanging the same Estates, and charging the same with Sums of Money, some of which Powers were conferred upon the Person who for the Time being should be Tenant in Tail in possession of the said Estates, and others upon the Guardian or Guardians for the Time being of such Tenant in Tail, and others upon Trustees to be appointed as in "*Thornhill's Estate Act, 1852*," mentioned, for the Purposes of the Building Powers conferred by the same Acts, and which Trustees have since been appointed and are herein referred to as the Building Lease Trustees, and the Consent of such Guardian in some Instances, and of the said Building Lease Trustees in others, and the Sanction or Consent of the High Court of Chancery in other Instances, were respectively made necessary to the Exercise of the said Powers or some of them; and certain Powers were also conferred upon the said Court of Chancery in reference to the Objects and Purposes of the said Acts, and the Costs, Charges, and Expenses incurred in carrying out the said Objects and Purposes; and by the Tenth Section of *Thornhill's Estate Act, 1854*, it was enacted, that all Instruments necessary to carry into effect any Contract, Lease, Sale, Exchange, or other Disposition of or Charge upon the Estates from Time to Time, subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Grandfather, or any Part thereof, under the Powers of *Thornhill's Estate Act, 1852*, or *Thornhill's Estate Act, 1854*, should, during the Minority of any Person or Persons being Tenants in Tail in possession of the same Estates, be made and executed by the Guardian or Guardians of such Infant Tenant in Tail, in the Name of such Infant; and such Deeds when executed should be binding upon the said Infant, and all Persons claiming through or under such Infant, or under or by virtue of the Limitations of the said Will of the said *Thomas Thornhill* the Grandfather; and as to any Sale, Exchange, or other Disposition of or Charge upon such Estates which should be made during the Life of the said *Honoriam Hungerford*, it should be lawful for the said *Honoriam Hungerford*, and the Trustees or Trustee for the Time being in whom the said Jointure Charge of Two thousand Pounds *per Annum* should be vested, and the Trustees of the Term for securing the same, to release such Parts so sold, exchanged, or disposed of, discharged from such Rentcharge, without Prejudice to the Remedies for recovering the same Rentcharge as regards the other Lands charged therewith; and every Deed executed by the said *Honoriam Hungerford* for the Purposes of such Sale, Exchange, Disposition, or Charge should operate

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as such Release, unless it should be otherwise expressed in the said Deed: And whereas in the Month of *November* One thousand eight hundred and fifty-five a Marriage was, with the Consent of the Lord Chancellor duly signified, solemnized between the said *Clara Clarke Thornhill* then *Clara Thornhill* Spinster, and the said *William Capel Clarke Thornhill* then called *William Capel Clarke*, and who since the said Marriage has assumed the Name of *Thornhill*: And whereas prior to the said Marriage large Portions of the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Grandfather had, under the Powers of the said Acts, been appropriated for the Purpose of being built upon, and considerable Sums of Money had been expended in preparing the Plans of and in laying out the Ground in Building Sites, and in making Sewers, Drains, and Roads, and otherwise for the Purposes of the Building Lease Powers of the said Acts, and many Leases thereof had been granted under the said Powers, and Applications for Leases were of very frequent Occurrence, and many Contracts for granting Building Leases had been entered into by the Building Lease Trustees, which Contracts were then and are now unperformed, and Contracts for Works had also been entered into by them, which Works were in progress and are still uncompleted: And whereas prior to the said Marriage, with the Sanction of the said High Court of Chancery, signified by Orders bearing Date respectively the Twenty-third Day of *September* One thousand eight hundred and fifty-four, the Second Day of *August* One thousand eight hundred and fifty-five, and the Twenty-first Day of *September* One thousand eight hundred and fifty-five, Sales had been made by the said *Honoriam Hungerford* as such Guardian as aforesaid, in pursuance of the Powers of the said Acts, of Parts of the Estates subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Grandfather, and Contracts had been entered into for such Sales, some of which Contracts, in Number about Two hundred, were then and are still unperformed, and the gross Amount of Sale Moneys payable in respect of such unperformed Contracts is nearly Forty thousand Pounds: And whereas prior to and in contemplation of the said Marriage an Indenture of Settlement was executed, which bears Date the Twentieth Day of *November* One thousand eight hundred and fifty-five, and was made between the said *Clara Clarke Thornhill*, by her then Name of *Clara Thornhill*, of the First Part; the said *William Capel Clarke Thornhill*, by his then Name of *William Capel Clarke*, of the Second Part; *Augustus Sussex Milbank*, the Honourable *Reginald Algernon Capel*, *John Hodgson Ramsbotham*, and *Christopher White*, of the Third Part; *Henry Osmond Nethercote* of the Fourth Part; and the Reverend *Sidney Lidderdale Smith* and *Arthur Herbert* of the Fifth Part; which Settlement, in pursuance of an Order of the Lord High Chancellor made on the Tenth Day of *November* One thousand eight hundred and fifty-five, in the said Suit of *Thornhill* versus *Thornhill*,

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Settlement,
dated 20th
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was settled and approved by Vice Chancellor Sir *Richard Torin Kindersley*, the Judge to whose Branch of the Court the said Suit of "*Thornhill versus Thornhill*" was attached, and which Settlement has since been enrolled according to the Provisions of the Act of Parliament for the Abolition of Fines and Recoveries, and the Substitution of more simple Modes of Assurance; and by the said Indenture of Settlement, in consideration of the said intended Marriage, the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill*, and as to the latter under Powers conferred by the Act of the Eighteenth and Nineteenth of *Victoria*, Chapter Forty-three, being an Act to enable Infants, with the Approbation of the Court of Chancery, to make binding Settlements of their Real and Personal Estate on Marriage, did thereby, for themselves, their Heirs, Executors, Administrators, and Assigns, covenant and agree, and each of them for himself and herself, and for his and her Heirs, Executors, Administrators, and Assigns, did thereby covenant and agree with the said *Augustus Sussex Milbank*, *Reginald Algernon Capel*, *John Hodgson Ramsbotham*, and *Christopher White*, their Heirs, Executors, Administrators, and Assigns, that immediately after the Solemnization of the said intended Marriage, and thenceforth during the Minority of the said *Clara Clarke Thornhill*, all the Powers conferred by "*Thornhill's Estate Act, 1852*," and "*Thornhill's Estate Act, 1854*," whether upon the Infant Tenant in Tail under the Will of *Thomas Thornhill* the Grandfather, or upon the Guardian for the Time being of such Infant Tenant in Tail, or upon the Trustees for the Time being of the Building Lease Powers respecting the Hereditaments comprised in the First, Second, and Third Schedules to the said Indenture of Settlement, being Hereditaments which either originally were or had become subject to the Uses and Trusts of the Will of the said *Thomas Thornhill* the Grandfather, and which were also subject to the Powers of "*Thornhill's Estate Act, 1852*," and "*Thornhill's Estate Act, 1854*," and to the said Jointure Rentcharge of Two thousand Pounds *per Annum*, and all other Estates, if any, then subject to the same Powers, should remain in full Force at Law and in Equity, and be exercisable and exercised by the respective Persons in whom they were then respectively vested, in the same Manner, to all Intents and Purposes, as if the said *Clara Clarke Thornhill* had remained unmarried, and had had a Guardian lawfully constituted and continuing for the Purpose of the said Powers; and that for the Purposes of the said Powers the said *Honorina Hungerford* should be considered the Guardian of the said *Clara Clarke Thornhill* during her Minority, but not further or otherwise, and that with respect to any Contracts or Agreements for Sales, Leases, or Works to be executed, already entered into, the same might be executed without the Consent of the said *William Capel Clarke Thornhill*, but as to any future Sales, Exchanges, or

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Leases, or Works under the Powers of the said Acts, the same should not be granted or exercised without his Consent in Writing, testified by some Writing under his Hand; and further, that after the Solemnization of the said Marriage and during such Minority, the Rents, Issues, and Profits of the Hereditaments comprised in the First, Second, and Third Schedules to the said Indenture of Settlement, and of all other Hereditaments (if any) to which the said *Clara Clarke Thornhill* was then by the Means aforesaid entitled as Tenant in Tail in possession, and the Interest or Income of the Stocks or Funds to which the said *Clara Clarke Thornhill* was entitled as therein mentioned, should be received by the Receiver for the Time being in the Suit of *Thornhill* versus *Thornhill*, or in that Suit revived after the said Marriage, and that such Rents and Profits, with the Interest or Income of the Money, Stocks, or Funds therein mentioned, should, after Payment of the said Jointure Rentcharge of Two thousand Pounds *per Annum* to the said *Honorica Hungerford*, be applied by the Receiver in the said Suit of *Thornhill* versus *Thornhill*, or in that Suit revived, in or towards defraying the Expenses of the Repairs and Improvements on the said Estates directed or to be directed by the Order of the said Court of Chancery, and in or towards defraying the Expenses of the Completion of the Works then in progress pursuant to the Powers conferred upon the said Building Lease Trustees, and in defraying according to the Provisions of the said Acts of all the Costs, Charges, and Expenses of the Building Lease Trustees and the said *Honorica Hungerford*, or any other Parties in relation thereto, and also in defraying the Costs incurred or to be incurred by the said *Honorica Hungerford* in making and completing the Roads, Streets, Ways, and Sewers as laid out on the Sale Plans of the Estate so sold as aforesaid; and that, subject as aforesaid, the Residue of the Rents and Profits and Income arising from the Sources aforesaid should, after the Solemnization of the said Marriage, and during the Minority of the said *Clara Clarke Thornhill*, together with the annual Income, or, if necessary, the Capital of the Personal Estate thereby settled, go to make up a yearly Sum of Five thousand Pounds during the First Year of such Minority after the Solemnization of the said intended Marriage, and a Sum in proportion to the said yearly Sum of Five thousand Pounds during the Residue of such Minority, such yearly Sum or proportional Sum to be paid and applied as in the said Indenture of Settlement expressed and declared in the Trusts relating to the Personal Estate thereby settled, namely, Three Fifth Parts to the said *William Capel Clarke Thornhill*, and Two Fifth Parts thereof to the said *Clara Clarke Thornhill* for her sole and separate Use; and it was by the said Indenture of Settlement further witnessed, that in order to defeat the Estate Tail of the said *Clara Clarke Thornhill* by virtue of the said Will

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Will of the said *Thomas Thornhill* the Grandfather, in the Manors, Advowson, Messuages, Lands, and Hereditaments therein-after described and referred to, and all Estates, Rights, Interests, and Powers to take effect after the Determination or in defeasance of such Estate Tail, and in order to limit the Inheritance in Fee Simple thereof to the Uses and in manner therein-after expressed, the said *Clara Clarke Thornhill*, in pursuance of the Powers conferred by the said Act of the Eighteenth and Nineteenth *Victoria*, Chapter Forty-three, and with the Consent of the said *William Capel Clarke Thornhill* (testified by his being a Party to and executing the said Indenture of Settlement), did grant and convey unto the said *Augustus Sussex Milbank, Reginald Algernon Capel, John Hodgson Ramsbotham, and Christopher White*, and their Heirs, all and singular the Manors, Advowsons, Messuages, Mills, Lands, Tenements, Hereditaments, and Premises specified and described in the First Schedule thereunder written, and not already sold and conveyed or exchanged, and all and singular the Hereditaments specified and described in the Second and Third Schedules thereunder written, and also all other the Manors, Advowsons, Messuages, Lands, and Hereditaments of which the said *Clara Clarke Thornhill* was Tenant in Tail under or by virtue of the said recited Will of the said *Thomas Thornhill* the Grandfather, whether being Hereditaments originally devised by the same Will, or Hereditaments which had been purchased and conveyed to the Uses of the same Will or otherwise, to hold the Manor, Advowson, Messuages, Lands, Hereditaments, and Premises thereby granted and conveyed, with their Appurtenances, unto the said *Augustus Sussex Milbank, Reginald Algernon Capel, John Hodgson Ramsbotham, and Christopher White*, and their Heirs, to the Uses therein-after and herein-after in part set forth of and concerning the same, that is to say, until the Solemnization of the said intended Marriage, to such Uses, upon such Trusts, Intents, and Purposes, and with, under, and subject to such Powers and Provisions as were subsisting concerning the said Hereditaments and Premises immediately before the Execution of the said Indenture of Settlement, and from and immediately after the Solemnization of the said intended Marriage, as to such Part of the same Hereditaments as were included in any Contract for Sale or Lease entered into by the said *Honoriam Hungerford* as such Guardian as aforesaid, or the Building Lease Trustees under "*Thornhill's Estate Act, 1852*," or "*Thornhill's Estate Act, 1854*," to the Use of the said *Augustus Sussex Milbank, Reginald Algernon Capel, John Hodgson Ramsbotham, and Christopher White*, their Heirs and Assigns for ever; nevertheless upon the Trusts and for the Intents and Purposes therein-after expressed and declared of and concerning the same, that is to say, upon trust and to the Intent that the said *Augustus Sussex Milbank, Reginald Algernon Capel, John Hodgson Ramsbotham, and Christopher White*, or the Survivors or Survivor of

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of them, or the Heirs of such Survivor, their or his Heirs, might carry into effect the several Contracts and Agreements for Sale and Leases already entered into by the said *Honoriam Hungerford* as such Guardian as aforesaid, or by the Building Lease Trustees under "*Thornhill's Estate Act, 1852,*" and "*Thornhill's Estate Act, 1854,*" and for that Purpose to convey to each Purchaser, or as he or she should direct, the Hereditaments contracted to be purchased by him or her, with such Rights of Way and other Easements as such Purchaser might be entitled to, and also with the Consent of the said Building Lease Trustees to grant to each Lessee the Premises contracted or agreed to be taken by any Party for the Term of Years and at the Rent and upon the Terms and Conditions agreed upon, but so nevertheless that such Alterations or Variations in the Terms of any Contract for Sale or Lease respectively as were authorized by "*Thornhill's Estate Act, 1852,*" and "*Thornhill's Estate Act, 1854,*" might be made; and upon further Trust to make, do, and execute all such other Acts, Deeds, Matters, and Things as should be necessary for the Purposes aforesaid, or any of them, and as to any Hereditaments thus limited to the said *Augustus Sussex Milbank, Reginald Algernon Capel, John Hodgson Ramsbotham, and Christopher White,* their Heirs or Assigns, the Contracts for the Lease of which should be completed, upon trust when the Lease or Leases thereof should be granted, to convey the Reversion of such Hereditaments expectant upon the Determination of the Term granted by such Lease to the Trustees or Trustee for the Time being of the said Indenture of Settlement, to the Uses and upon the Trusts, and with, under, and subject to the Powers, Provisoos, and Declarations therein contained of and concerning the Hereditaments comprised in the First and Second Schedules to the said Indenture of Settlement, and as to any such Hereditaments the Contracts for the Lease or Sale of which respectively should, from whatever Cause, not be completed, upon trust to convey the same to the Trustees or Trustee for the Time being of the said Indenture of Settlement, to the Uses, upon the Trusts, and for the Intents and Purposes therein expressed and declared of and concerning the Hereditaments comprised in the First and Second Schedules to the said Indenture, and as to all other the Hereditaments thereby granted and conveyed, subject to the said Jointure Rentcharge of Two thousand Pounds to the said *Honoriam Hungerford,* and the Powers, Term of Years, Remedies, and Trusts for securing the same, to the several Uses, upon the several Trusts, and for the several Intents and Purposes, and with, under, and subject to the several Powers, Provisoos, Declarations, and Agreements therein-after expressed or declared and in part herein-after set forth of and concerning the same, that is to say, during such Time as the said *Clara Clarke Thornhill* should remain under the Age of Twenty-one Years, to such Uses, for such Intents and Purposes, and in such
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Manner in every respect as should be necessary for enabling the said *Clara Clarke Thornhill*, notwithstanding her Coverture, and the said *Honoriam Hungerford*, or other the Guardian for the Time being of the said *Clara Clarke Thornhill*, and the Trustees for the Time being of the Building Lease Powers under "*Thornhill's Estate Act, 1852*," and "*Thornhill's Estate Act, 1854*," to exercise all the Powers, Authorities, and Discretions vested in them respectively by the same Acts respectively, in the same Manner to all Intents and Purposes as if the said *Clara Clarke Thornhill* had remained unmarried, and that the Rents and Profits of the same Hereditaments might be received and applied during such Minority according to the Direction of the same Acts, so far as might be necessary for the Purposes of the same Acts, and to the Intent that the legal Estate for the Purpose of giving effect to any Contract, Lease, Sale, Exchange, or other Disposition of or Charge upon any of the Estates comprised in the First, Second, and Third Schedules to the said Indenture, already entered into or which should be entered into during the Minority of the said *Clara Clarke Thornhill*, might be served and supplied out of the Seisin of the said *Augustus Sussex Milbank*, *Reginald Algernon Capel*, *John Hodgson Ramsbotham*, and *Christopher White*, and their Heirs, and so that the Execution by the said *Honoriam Hungerford* of any Instrument necessary to carry into effect any Contract, Lease, Sale, Exchange, or other Disposition of or Charge upon such of the Estates therein-before expressed to be thereby granted and conveyed as were subject to the Powers of the same Acts, might be as binding as if the said *Clara Clarke Thornhill* had remained unmarried, but so that the Consent in Writing of the said *William Capel Clarke Thornhill* should be necessary to all future Contracts for Leases, Sales, Exchanges, or other Dispositions of or Charges upon the same Estates, and subject as aforesaid, and as to the Manors and all other the Hereditaments comprised in the Third Schedule, with their Appurtenances, to the Use of the said *William Capel Clarke Thornhill* for Life, *sans Waste*; with Remainder to the Use of the said *Clara Clarke Thornhill* for Life, *sans Waste*; and after the Decease of the said *Clara Clarke Thornhill* to the Uses therein-after expressed; and as to all and singular the Hereditaments comprised in the said First and Second Schedules, with their Appurtenances, the same were thereby charged with Two thousand Pounds *per Annum* in favour of the said *William Capel Clarke Thornhill*, and a Term of Years was vested in the said *Henry Osmond Nethercote* for securing the same in the usual Way, and subject thereto to the Use of the said *Augustus Sussex Milbank*, *Reginald Algernon Capel*, *John Hodgson Ramsbotham*, and *Christopher White*, their Heirs and Assigns, during the joint Lives of the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill*, upon trust to receive the Rents and Profits of the said Hereditaments,

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and to pay the same to the said *Clara Clarke Thornhill*; and immediately after the Decease of such One of them the said *Clara Clarke Thornhill* and *William Capel Clarke Thornhill* as should first die, to the Use of the Survivor of them the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill* and his or her Assigns for Life, *sans Waste*, and after the Decease of such Survivor to the Uses therein-after declared; and as to all and singular the Hereditaments therein-before granted and conveyed other than those included in any Contract for Lease or Sale as aforesaid, from and after the Decease of the said *Clara Clarke Thornhill* and *William Capel Clarke Thornhill*, to the Use of the said *Sidney Lidderdale Smith* and *Arthur Herbert*, their Executors, Administrators, and Assigns, for the Term of One thousand Years created to secure Portions for younger Children; and subject thereto, to the Use of the first and other Sons of the said *William Capel Clarke Thornhill* on the Body of the said *Clara Clarke Thornhill* lawfully begotten in Tail Male, with Remainder to the Use of the first and other Sons of the said *William Capel Clarke Thornhill* on the Body of the said *Clara Clarke Thornhill* lawfully begotten in Tail General; with Remainder to the Use of all the Daughters of the same Marriage in Tail Male and Tail General, with cross Remainders between them; and in default of such Issue, in case the said *William Capel Clarke Thornhill* should die in the Lifetime of the said *Clara Clarke Thornhill*, then to such Uses as the said *Clara Clarke Thornhill* should, after the Decease of the said *William Capel Clarke Thornhill*, by Deed or Will as therein mentioned direct or appoint; and in default of Appointment, in case the said *Clara Clarke Thornhill* should die in the Lifetime of the said *William Capel Clarke Thornhill*, as to One undivided Moiety of the Hereditaments and Premises therein-before granted and conveyed other than and except as aforesaid, to the Use of the said *Honoriam Louisa Thornhill* for her Life, *sans Waste*; Remainder to the Use of the first and other Sons of the said *Honoriam Louisa Thornhill* in Tail Male; Remainder to the Use of the first and other Sons of the said *Honoriam Louisa Thornhill* in Tail General; Remainder to the Use of all the Daughters of the said *Honoriam Louisa Thornhill* in Tail Male and Tail General, with cross Remainders between them; and in default of such Issue, to the Use of the said *Eleanor Frances Thornhill* for Life, *sans Waste*; Remainder to the Issue of the said *Eleanor Frances Thornhill* in the same Manner as the Estates are limited to the Issue of the said *Honoriam Louisa Thornhill*, and in default of such Issue, to the right Heirs of the said *Clara Clarke Thornhill* for ever; and as to the other undivided Moiety or Half Part of the same Hereditaments, the same is limited to the said *Eleanor Frances Thornhill* and her Issue, in the same Manner as the other Moiety thereof is limited to the said *Honoriam Louisa Thornhill*; and in default of such Issue, to the Use of the said *Honoriam Louisa Thornhill*, in the same Manner

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as the other Moiety stands limited to her; and upon Failure of all the Uses therein-before limited, to the Use of the right Heirs of the said *Clara Clarke Thornhill* for ever: And whereas the said *Honoriam Louisa Thornhill* and *Eleanor Frances Thornhill* are both Infants under the Age of Twenty-one Years, and unmarried: And whereas by an Order made in the said Cause of *Thornhill* versus *Thornhill*, bearing Date the Fifth Day of *December* One thousand eight hundred and fifty-five, it was ordered that the said Suit should be revived against the said Defendants thereto, and that the Proceedings therein should be carried on and prosecuted between the said *William Capel Clarke Thornhill* and *Clara* his Wife, and the said *Augustus Sussex Milbank*, *Reginald Algernon Capel*, *John Hodgson Ramsbotham*, and *Christopher White*: And whereas Doubts are entertained whether the Powers conferred upon the Guardian of the said *Clara Clarke Thornhill* by "*Thornhill's Estate Act, 1852*," and "*Thornhill's Estate Act, 1854*," were not determined or suspended by her Marriage; and it has been found impossible to carry into immediate Effect the Contracts for Sale or Leases which had been entered into before her Marriage under the Trusts and Powers of the said Indenture of Settlement, in consequence of that Settlement depending for its full Validity upon the Attainment by the said *Clara Clarke Thornhill* of the Age of Twenty-one Years; and it is necessary, in order to prevent great Litigation and Loss to the said *Clara Clarke Thornhill*, and *William Capel Clarke Thornhill*, as well as to those who may become entitled under the Limitations of the said Indenture of Settlement, and those who may become entitled under the Limitations of the Will of the said *Thomas Thornhill* the Grandfather, that the Powers conferred by "*Thornhill's Estate Act, 1852*," and "*Thornhill's Estate Act, 1854*," should be continued in force during the Minority of the said *Clara Clarke Thornhill*, and be exercisable by the same Persons as might have exercised the same before the said Marriage, but so that as to all Leases, Sales, or Exchanges, Contracts for which had not been entered into prior to the said Indenture of Settlement, such Powers shall not be exercised without the Consent of the said *William Capel Clarke Thornhill*; and it is also desirable that the Power of releasing the said Jointure Rentcharge vested in the said *Honoriam Hungerford* should be continued after the said *Clara Clarke Thornhill* shall have attained the Age of Twenty-one Years: And whereas by an Order of the Right Honourable Vice Chancellor *Sir Richard Torin Kindersley*, made in the said Cause of *Thornhill* v. *Thornhill* as revived, and in the Matter of "*Thornhill's Estate Act, 1852*," and "*Thornhill's Estate Act, 1854*," on the Application of the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill*, and bearing Date the Fourteenth Day of *February* One thousand eight hundred and fifty-six, it was ordered that Application be forthwith made to Parliament by the said *William Capel Clarke Thornhill*

Order of
Court, dated
14th Feb.
1856.

Thornhill's Estate Act, 1856.

Thornhill and *Clara Clarke Thornhill* to obtain an Act to confirm the Powers conferred upon the said *Honoriam Hungerford* as the Guardian of the Infant Plaintiff *Clara Thornhill* by "*Thornhill's Estate Act, 1852,*" and "*Thornhill's Estate Act, 1854,*" and to enact that the same may, during the Minority of the said Infant, and whether given to the Court of Chancery or otherwise, be exercised, and have the same Force and Validity as if the said *Clara Clarke Thornhill* were actually Tenant in Tail of the Estates in the Pleadings of these Causes and Matter mentioned, with the Exception that the Exercise of such Powers for the future shall only be with the Consent of the said *William Capel Clarke Thornhill*; and it was ordered that all the Costs of obtaining such Act, or in anywise relating thereto, be paid out of any Moneys arising from the Sales directed by the Orders made in the first-mentioned Cause and Matter, dated the Twenty-third Day of *September* One thousand eight hundred and fifty-four, and the Second Day of *August* and the Twenty-first Day of *September* One thousand eight hundred and fifty-five, the Draft of such intended Act to be settled and approved by the Judge to whose Court these Causes and Matter are attached; and the said *Honoriam Hungerford* was to be at liberty to attend the Proceedings in Parliament upon the Bill: And whereas the said Vice Chancellor *Kindersley*, the Judge to whose Court the said Cause of *Thornhill v. Thornhill* is attached, has approved of the Draft of a Bill marked (C.) for effecting the several Objects and Purposes aforesaid, and, in testimony of such his Approval, *Charles Pugh* Esquire the Chief Clerk of the said Judge has signed such Approval and Allowance at the Foot of such Draft, which includes all the several Facts and Circumstances aforesaid: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill*, 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:

Powers of
15 & 16 Vict.
c. 20. and
17 & 18 Vict.
c. 5. con-
tinued during
Minority of
Clara C.
Thornhill.

I. Notwithstanding the Marriage of the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill*, and notwithstanding the Execution of the said Indenture of Settlement of the Twentieth Day of *November* One thousand eight hundred and fifty-five, the Powers and Authorities conferred by "*Thornhill's Estate Act, 1852,*" and "*Thornhill's Estate Act, 1854,*" shall be considered as having remained valid and effective, and shall during the Minority of the said *Clara Clarke Thornhill* remain valid and effective at Law and in Equity, and during such Minority the same Powers and Authorities, whether conferred upon the Infant Tenant in Tail under the Will of *Thomas Thornhill* the Grandfather, or upon the Guardian for the Time being

of

Thornhill's Estate Act, 1856.

of such Infant Tenant in Tail, including the Power to execute, as Guardian, Instruments conferred by the Tenth Section of "*Thornhill's Estate Act, 1854,*" or upon the Trustees for the Time being of the Building Lease Powers, or upon the Court of Chancery, respecting the Hereditaments included in the said First, Second, and Third Schedules to the said Indenture of Settlement, as also the Hereditaments for the Sale or Leasing of which Contracts had been entered into prior to the said Marriage, and all other the Estates, if any, which now are or during such Minority shall become subject to the Powers of the said Acts, shall be exercisable and exercised by the respective Persons who were competent to exercise the same respectively at the Time of such Marriage, or as to the said Building Lease Trustees, by any other Person or Persons duly appointed according to the Provisions of the said Acts, in the Place or Stead of the present Trustees or any of them, but so that as to all Leases, Sales, or Exchanges for which Contracts had not been entered into at the Date of the said Indenture of Settlement, such Powers and Authorities shall not during the Life of the said *William Capel Clarke Thornhill* be exercised without his Consent.

II. For the Purposes of the said Acts and the Powers and Authorities therein contained, the said *Honorina Hungerford* shall, notwithstanding the Marriage of the said *Clara Clarke Thornhill*, be considered as the Guardian of the said *Clara Clarke Thornhill* until she shall attain the Age of Twenty-one Years; and in case the said *Honorina Hungerford* shall die before the said *Clara Clarke Thornhill* shall attain the Age of Twenty-one Years, the Powers and Authorities vested in the said *Honorina Hungerford* by "*Thornhill's Estate Act, 1852,*" and "*Thornhill's Estate Act, 1854,*" and this Act respectively, or by any of them, shall be exercised by a Person for that Purpose to be appointed by the High Court of Chancery to act as or in the Nature of the Guardian of the said *Clara Clarke Thornhill*, and the said Court is hereby empowered to appoint a Person to act as or in the Nature of a Guardian of the said *Clara Clarke Thornhill* for such Purpose as aforesaid.

For the Purposes of the recited Acts Mrs. Hungerford continued as Guardian.

III. Notwithstanding the said Indenture of Settlement, the said *Clara Clarke Thornhill* shall during her Minority be considered for all the Purposes of "*Thornhill's Estate Act, 1852,*" and "*Thornhill's Estate Act, 1854,*" and of this Act, as Tenant in Tail in possession under the Will of the said *Thomas Thornhill* the Grandfather, of the Estates subject to the Powers of the said Acts, and during her Minority all Interest which from Time to Time shall become due and payable in respect of the Sum of Fifty thousand Pounds, or such Part thereof as is now or shall or may be charged upon the said Estates under the Powers of "*Thornhill's Estate Act, 1852,*" or
 [Private.]

Mrs. Clarke Thornhill to be still considered as Tenant in Tail.

Thornhill's Estate Act, 1856.

“*Thornhill's Estate Act, 1854,*” or of this Act, and also the One Twenty-fifth Part of the Capital of the said Sum of Fifty thousand Pounds, or such Part thereof as shall be so charged, until the whole thereof shall be discharged, shall be payable out of the Rents and Profits of the Estates charged therewith, in the same Manner as if the said *Clara Clarke Thornhill* was actually Tenant in Tail thereof under the said Will, but so nevertheless that this Enactment shall not alter the Rights of the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill* under the said Indenture of Settlement.

Court of Chancery to make Order as to Expenses of Act, &c.

IV. The Court of Chancery is hereby authorized and required, on Petition or Summons under this Act by any Party interested, to make any Orders for allowing, taxing, and settling the Costs, Charges, and Expenses of all Parties in applying for and obtaining this Act, and of all Proceedings preliminary or incident thereto, whether in the Court of Chancery or otherwise, and such Costs, Charges, and Expenses when so taxed shall be paid out of the Moneys which have arisen or may arise from Sales made in pursuance of the said Orders of the Twenty-third Day of *September* One thousand eight hundred and fifty-four, the Second Day of *August* One thousand eight hundred and fifty-five, and the Twenty-first Day of *September* One thousand eight hundred and fifty-five, or some or one of them; but it shall not be necessary, on such Application to the Court of Chancery, to serve any Person interested in Remainder expectant on the Determination of any Estate Tail.

Mrs. Hungerford may release Jointure after Mrs. Clarke Thornhill attains Twenty-one, in the same Manner and with the same Effect as before.

The Jointure and its Remedies to attach upon the Lands purchased or taken in exchange.

Leases to be granted under the Powers of

V. After the said *Clara Clarke Thornhill* shall have attained the Age of Twenty-one Years, it shall still be lawful for the said *Honorina Hungerford*, upon the Sale or Exchange of any Lands subject to the Uses or Trusts of the said Indenture of Settlement, under the Powers of the same Settlement, in the same Manner and with the same Effect as she was enabled to do by “*Thornhill's Estate Act, 1854,*” to release from the Jointure Rentcharge of Two thousand Pounds any Part of the Lands out of which the same shall be issuing, whether originally charged therewith or otherwise, without prejudice to the Recovery of the same Jointure Rentcharge as regards the other Parts of the Lands not so released; but so nevertheless that the Moneys to be received upon such Sale or Exchange, and the Lands to be purchased therewith, or the Lands to be taken in exchange, shall by way of Substitution upon the Execution of such Release stand and be charged with the same Jointure Rentcharge, and be liable to all Remedies for recovering the same.

VI. After the said *Clara Clarke Thornhill* shall have attained the Age of Twenty-one Years, Leases of Estates subject to the Uses and Trusts of the said Indenture of Settlement granted under the Powers of

of

Thornhill's Estate Act, 1856.

of the same Settlement shall override the said Jointure Rentcharge of Two thousand Pounds, and the Term for securing the same, in the same Manner as if such Leases had been granted under the Exercise of a Power to limit a Use or grant an Estate, to take effect immediately prior to such Jointure Rentcharge and Term.

the Settlement to override Jointure the same as if by the Acts.

VII. In citing or referring to this Act in other Acts of Parliament, or in legal Documents or Pleadings, it shall be sufficient to use the Expression "*Thornhill's Estate Act, 1856.*"

Short Title.

VIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons or Bodies Politic and Corporate, and their respective Heirs, Successors, or Assigns, (other than the said *Clara Clarke Thornhill* and the Heirs of her Body, the said *Honoriam Louisa Thornhill* and the Heirs of her Body, and the said *Eleanor Frances Thornhill* and the Heirs of her Body, and *George Thornhill* the Son, named in "*Thornhill's Estate Act, 1852,*" and "*Thornhill's Estate Act, 1854,*" respectively, and the Heirs of his Body, and all and every other Person or Persons claiming or to claim under or by virtue of the said Will of the said *Thomas Thornhill* the Grandfather, any Estate, Right, Title, or Interest at Law or in Equity, subsequent to the Estate Tail vested in the said *George Thornhill* the Son in the Hereditaments now or from Time to Time to be subject to the Powers of the same Acts, and also other than the said *William Capel Clarke Thornhill* and *Clara Clarke Thornhill* and the Issue of their Bodies, *Honoriam Louisa Thornhill* and the Issue of her Body, *Eleanor Frances Thornhill* and the Issue of her Body, *Augustus Sussex Milbank*, *Reginald Algernon Capel*, *John Hodgson Ramsbotham*, and *Christopher White*, *Henry Osmond Nethercote*, *Sidney Lidderdale Smith*, *Arthur Herbert*, and all Persons claiming or to claim any Estate, Right, Title, or Interest in the said Hereditaments, or any of them, under or by virtue of the said Indenture of Settlement of the Twentieth of November One thousand eight hundred and fifty-five, and also other than the said *Henry Hungerford Holdich Hungerford*, *Honoriam Hungerford*, *Mark Milbank*, and *William Henry Meyrick*, *Sir Francis Lyttelton Holyoake Goodricke*, *Henry Forester*, and *Wyndham Berkeley Portman*, and all other Persons claiming or to claim by, from, through, or under the said *Honoriam Hungerford* in the said Estates,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the same Estates as they or any of them had before the passing of this Act, or would or could or might have had if this Act had not been made.

General Saving of Rights.

IX. 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

Act as printed by Queen's

Thornhill's Estate Act, 1856.

Printers to
be Evidence.

authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON:

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