



ANNO VICESIMO PRIMO & VICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. 9.

An Act for authorizing Mining, Building, and other Leases, the obtaining of the Enfranchisement of Copyholds and the Renewal of Leases, and the making of Partitions, Sales, and Exchanges of the Estates devised and bequeathed by the Will of *Henry Belward Ray* Esquire, deceased; and for other Purposes.

[2d August 1858.]

WHEREAS *Henry Belward Ray*, late of *Hill Street* and *Edmonton*, Esquire, deceased, being seised and possessed of considerable Real and Personal Estate, duly made and published his last Will and Testament in Writing, dated the Nineteenth Day of *February* One thousand eight hundred and fifty-six, and thereby appointed *Charles John Tootell* (in the Will sometimes called *Charles James Tootell*) of the Common Pleas his sole Executor, and requested that he would immediately upon the Testator's Decease take possession of both his Houses and his Keys and Papers, and that he and some of his Family would take up their Abode in *Hill Street*, and continue to live there at the Cost of his Estate as long as might be necessary; and he requested also that *James Pask* and some of his Family might live at

Will of
Henry Bel-
ward Ray,
dated 19th
Feb. 1856.

[*Private.*]

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Edmonton

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Edmonton in the same Way; and after giving certain Directions as to his Funeral, he gave to the Trustees of the Settlement of his Sister *Lucy Lady Truro* an Annuity of Four hundred Pounds a Year, payable quarterly, in trust for her separate Use, and on her Death he desired the said Annuity to cease, and form Part of his Residuary Estate; and after giving several pecuniary and specific Legacies and Annuities, and desiring his Executor to lend to *Jane Reynolds*, on her simple Bond, the Sum of Five hundred Pounds for Seven Years, the first Three at Two *per Cent.*, the last Four at Three *per Cent.*, the said Testator proceeded as follows:—“And as to the Rest and Residue of my Property, Real and
 “ Personal, I give the same to *Charles James Tootell* and *Llewellyn Wynne* of *Lincoln’s Inn*, in trust to receive the Rents and Profits, and
 “ accumulate the same until my Nephew *Herbert Wheeler*, Third Son of
 “ my Sister *Emma Sarah Wheeler*, shall attain the Age of Twenty-one
 “ Years, when he is to be put into possession of the same for his Life,
 “ and after his Death the same is to pass to his Sons in Tale Male,
 “ and in case he dies without Male Heirs, then I give the Rents and
 “ Profits, on the same Conditions, first to my Nephew *Alfred Wheeler*
 “ and his Heirs Male, failing Heirs Male, then to my Nephew *Arthur*
 “ *Wheeler* and his Heirs Male, failing Heirs Male, then to my Nephew
 “ *Henry Wheeler* and his Heirs Male, Remainder to my own right Heirs:”
 And whereas the said Testator duly made and published a Codicil, dated the Ninth Day of *March* One thousand eight hundred and fifty-six, to his said Will, and by such Codicil desired that *Thomas Greenwood Teale* should continue to be the Receiver and Manager of his *Yorkshire* Estates, and after giving him a Legacy of Two hundred Pounds, and forgiving him any private Debt he might owe him, he desired that *Charles John Tootell* should remain the Receiver and Trustee of his *London* Estates, receiving the same Allowances that he did at that present, and he also appointed him Receiver and Trustee of any other Estates the Testator might possess at *Edmonton* or in the Home Counties, the said *Charles John Tootell* being properly remunerated for the same, and making such Charges as are usually allowed; the said Testator then proceeded as follows:—“I desire that, in stating that I wish the Rents and Profits of such
 “ Estates as I may have settled upon any of my Nephews on his coming
 “ of Age shall accumulate and be considered as Part of my Capital, and
 “ the Rents and Profits only to be paid to such Nephew on his attaining
 “ his Majority, I desire that my Trustees shall have the Power of
 “ making such Allowance to my said Nephew during his Minority as
 “ they may think proper;” and he desired that his Trustees should have Power to sell, either by Private or Public Contract, his House in *Hill Street*, his Furniture there, his China, Plate, and all other Things as his Trustees might not think necessary to make Heir-looms; and he desired that Messieurs *Christie* and *Manson* should have the Sale of his different Things; and after giving some other specific Legacies he desired that *Jane Reynolds* and *Thomas Walker* should continue to have the Care of his

Codicil,
 dated 9th
 March 1856.

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his Property until the different Things were sold; and he gave his Trustees full Power to dispose of his different Property, *China, et cetera*, in any way they might think most beneficial: And whereas the said Testator died on the Thirty-first Day of *March* One thousand eight hundred and fifty-six, without having in any Manner revoked or altered his said Will, save by the said Codicil, or the said Codicil, and the said Will and Codicil were proved by the said *Charles John Tootell*, as Executor, in the Prerogative Court of the Archbishop of *Canterbury*, on the Fourteenth Day of *April* One thousand eight hundred and fifty-six, and in the Prerogative Court of the Archbishop of *York* on the Twenty-eighth Day of *April* One thousand eight hundred and fifty-six: And whereas *Herbert Reginald Wheeler* is the Third Son of the Testator's Sister *Emma Sarah Wheeler*, and is the Testator's Nephew mentioned as *Herbert Wheeler* in his Will, and is an Infant of the Age of Twelve Years or thereabouts, and *Alfred Llewelyn Wheeler* is the Testator's Nephew mentioned as *Alfred Wheeler* in his Will, and is an Infant of the Age of Eight Years or thereabouts, and the Testator's Nephews *Arthur Frederick Wheeler* and *Henry James William Wheeler*, mentioned in his Will as *Arthur Wheeler* and *Henry Wheeler* respectively, are of the respective Ages of Fourteen Years and Eighteen Years, or thereabouts: And whereas *Edmund Barker Ray* of *Prince's Gate, Hyde Park*, in the County of *Middlesex*, Esquire, was the only Brother of the said Testator at his Death, and his Heir-at-Law and Customary Heir: And whereas the said *Herbert Reginald Wheeler*, by *George Stewart Nicholson*, his next Friend, on the Twenty-fifth Day of *April* One thousand eight hundred and fifty-six, filed his Bill in the High Court of Chancery of *England* against the said *Charles John Tootell*, *Llewelyn Wynne*, and *Alfred Llewelyn Wheeler*, and he thereby, after stating to the Purport or Effect herein-before recited, prayed that the Trusts of the said Will and Codicil of the said Testator might be performed and carried into execution, and the Rights and Interests of the said *Herbert Reginald Wheeler*, and of all Parties under the same, in the Real and Personal Estate of the said Testator, might be ascertained and declared, and that all proper Directions might be given and Accounts taken: And whereas by the Decree made on the Hearing of the said Cause by his Honour Vice-Chancellor *Kindersley*, on the Fifth Day of *May* One thousand eight hundred and fifty-six, the usual Accounts and Inquiries respecting the Personal and Real Estate of the said Testator were directed, and an Inquiry was directed respecting the Propriety of letting the Testator's House and Grounds at *Edmonton*, and the said *Thomas Greenwood Teale* was appointed and continued Receiver and Manager of the Testator's *Yorkshire* Estates, and the said *Charles John Tootell* was appointed Receiver and Manager of the Testator's *London* Estates, and of his other Estates at *Edmonton* and in the Home Counties: And whereas, in pursuance of the said Decree, the Chief Clerk of his Honour Vice-Chancellor *Kindersley* made his Certificate, dated the Twenty-ninth Day of *June* One thousand eight

Bill in
Chancery,
filed 25th
April 1856.

Decree,
dated 5th
May 1856.

Chief Clerk's
Certificate,
dated 29th
June 1857.

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eight hundred and fifty-seven, and he thereby certified that the Testator's Real Estate consisted of the Particulars set forth in the Second Schedule to that Certificate, and that, by virtue of an Order dated the Seventh Day of *May* One thousand eight hundred and fifty-seven, the Testator's House at *Edmonton* had been let on Lease to one *Alfred Rouse Dunn* for the Term of Ten Years, at the annual Rent of Two hundred and eighty Pounds : And whereas the Second Schedule to the said Certificate was as follows :—“ 1. One undivided Moiety (the other Moiety belonging
 “ to *Robert Edmund Oliver* Esquire) of the following Real Estates in
 “ the County of *York*; that is to say, certain Freehold, Copyhold, and
 “ Leasehold Estates in the Township of *Newhall-with-Clifton* in the
 “ Parish of *Otley*, containing in the whole Four hundred and twenty-
 “ eight Acres Three Roods and Thirty-nine Perches, of which Forty-
 “ two Acres Three Roods and Twenty-eight Perches are Freehold,
 “ Two hundred and forty-nine Acres One Rood and Nine Perches
 “ are Copyhold of the Manor of *Otley*, and One hundred and two
 “ Acres and One Rood are Leaseholds for Lives, and Thirty-four Acres
 “ Two Roods and Two Perches are held upon Leases for Twenty-
 “ one Years; both Descriptions of Leasehold are held under the Arch-
 “ bishop of *York* on renewable Leases, and the Entirety of this Property
 “ is let at Rents producing annually Six hundred and seven Pounds,
 “ except Eleven Acres Two Roods and Seventeen Perches which is in
 “ hand; also certain Freehold, Copyhold, and Leasehold Estates in the
 “ Township of *Otley* in the said Parish of *Otley*, containing in the whole
 “ One hundred and forty-eight Acres and Thirty-nine Perches, of which
 “ One hundred and eight Acres and Thirty-four Perches are Freehold,
 “ Eleven Acres One Rood and Thirty-four Perches are Copyhold of the
 “ Manor of *Otley* aforesaid, and Twenty-eight Acres Two Roods and
 “ Eleven Perches are renewable Leaseholds for Years, held upon Leases
 “ for Twenty-one Years under the Archbishop of *York*, the whole
 “ producing an annual Rental of One hundred and ninety-nine Pounds
 “ Ten Shillings; also certain Freehold Estates in the Township of *Burley*
 “ in the said Parish of *Otley*, containing in the whole Sixty-nine Acres
 “ One Rood and Thirty-four Perches, and let at Rents producing
 “ annually One hundred and fifty-six Pounds Nine Shillings and Six-
 “ pence, except Five Acres Three Roods and Twenty-five Perches
 “ which is in hand, and subject to a Fee-farm Rent of One Pound
 “ Twelve Shillings and Eightpence to Earl *Brownlow* out of the whole
 “ or some Portion of this Estate; also the Tithe Rentcharges for the
 “ said Parish of *Otley*, commuted at Four hundred and forty-seven
 “ Pounds Eleven Shillings and Ninepence, and after Payment of Rates,
 “ Taxes, *et cetera* (exclusive of Property Tax), average about Three
 “ hundred and sixty-three Pounds Nineteen Shillings and Twopence *per*
 “ *Annum*; there is One Pew in the Body of *Otley* Church appurtenant
 “ to the *Otley* and *Newhall-cum-Clifton* Estates, and Five Pews in the
 “ Chancel of *Otley* Church belonging to Messieurs *Ray* and *Oliver* as
 “ Impro-

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“ Impropriators; also certain Freehold Estates in the Township of
 “ *Gomersal* in the Parish of *Birstal* (including the Manor of *Oakwell*,
 “ *Gomersal*, and *Heckmonwicke*), containing in the whole (after deducting
 “ Two Acres Two Roods and Thirty-one and Three Quarters Perches
 “ contracted to be sold to the *Leeds, Bradford, and Halifax Junction*
 “ Railway Company) Two hundred and sixty-nine Acres One Rood
 “ and Twenty-eight and a Quarter Perches, and producing One thousand
 “ two hundred and fifty-five Pounds Fifteen Shillings *per Annum*; also
 “ certain Freehold Messuages and Hereditaments in the Township of
 “ *Leeds* in the Parish of *Leeds*, producing an annual Rent of Five
 “ hundred and forty Pounds; also Two Pews in the Parish Church of
 “ *Leeds*, at present let at Seven Pounds Seven Shillings *per Annum*, and
 “ One Pew in *Trinity* Church unoccupied; also certain Freehold
 “ Messuages and Land in the Township of *Potter Newton* in the Parish
 “ of *Leeds*, containing in the whole Forty-nine Acres One Rood and
 “ Seven Perches, and let at annual Rents amounting to Three hundred
 “ and Twelve Pounds Two Shillings and Ninepence, except a small
 “ Portion of One Rood and Thirty-eight Perches which is in hand, and
 “ there are some Pews in the Church at *Chapel Allerton* connected with
 “ these Estates; also certain Freehold Estates in the Township of
 “ *Chapel Allerton* in the Parish of *Leeds*, containing in the whole Thirty-
 “ four Acres Two Roods and Eighteen Perches, and let at Rents
 “ producing annually Fifty-three Pounds Ten Shillings, except Thirteen
 “ Acres and Eight Perches which is in hand; also certain Freehold
 “ Estates in the Township of *Manningham* in the Parish of *Bradford*,
 “ containing altogether Thirteen Acres Three Roods and Sixteen Perches,
 “ and producing annually Twenty-nine Pounds Ten Shillings; also
 “ certain Freehold Estates in the Township of *Ossett-cum-Gawthorpe* in
 “ the Parish of *Dewsbury*, containing in the whole Six Acres Three
 “ Roods and Thirty-one Perches, and producing annually Thirty-eight
 “ Pounds; also a Piece of Land called the *Embankment*, situate in the
 “ Township of *Batley*, containing Three Roods and Twenty Perches,
 “ producing One Pound Ten Shillings *per Annum*; Portions of the above
 “ Estates in the County of *York* are subject to small Fee-farm and Quit-
 “ rents and other small annual Charges, and the Portions of the foregoing
 “ Estates which are Leaseholds for Years are included in the Enumeration
 “ of the Particulars of the Personal Estate of the Testator.—2. One
 “ undivided Moiety (the other undivided Moiety belonging to *Richard*
 “ *Silver Oliver* Esquire) of and in certain Freehold Estates situate in
 “ *Goswell Street, Old Street*, and at *Bentley Heath*, and *Horseferry Road*
 “ and *Tufton Street, Westminster*, all in the County of *Middlesex*; that is
 “ to say, several Freehold Houses and Premises situate in *Goswell Street*
 “ and *Old Street* aforesaid, the Entirety let at Rents producing about
 “ Two thousand and ninety-seven Pounds Ten Shillings *per Annum*; Two
 “ Houses in *Horseferry Road* and *Tufton Street, Westminster*, (formerly
 “ One House, and numbered Thirty-four there,) producing Thirty
 “ Pounds *per Annum*; some Pieces of Land at *Bentley Heath*, let at

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“ Six Pounds *per Annum*, said to be partly Freehold and partly
 “ Copyhold, but no Title Deeds relating to any Freehold Property
 “ have been found by the Trustees: the Property is believed to be
 “ subject to a Rentcharge, payable to the Overseers of the Parish of
 “ *South Mimms*.—3. The said Testator was also at the Time of his
 “ Death entitled in Fee to the Entirety of the following Estates in the
 “ Counties of *Middlesex, Surrey, and Kent*; that is to say, to a Mansion
 “ House called the *Pymmes*, with Cottage, Lodge, Outbuildings, Hot-
 “ houses, Greenhouses, Park, Garden, and Pleasure Grounds thereto
 “ belonging, and also to several Houses and Cottages and Pieces of
 “ Land, the whole situate at *Edmonton* in the County of *Middlesex*, and
 “ producing altogether about Five hundred and twenty-seven Pounds *per*
 “ *Annum*; the Timber on the *Pymmes* Estate was valued in *November*
 “ One thousand eight hundred and fifty-six at Nine hundred and
 “ seventeen Pounds Ten Shillings and Twopence; also Four newly-
 “ built Villas, *Saint Margaret’s, Twickenham*, and Two small Allotments
 “ of Land there, the whole in hand; the Houses are worth, to let,
 “ about Fifty-five Pounds *per Year* each; also Ten Allotments of Land
 “ at *Putney*, taken of the Conservative Land Society; Seven Allot-
 “ ments at *Brockley Hill* near *Sydenham, Kent*, also taken of the Con-
 “ servative Land Society, unbuilt upon and unlet.—*Nota bene*, The
 “ *Pymmes* Estate is subject to a Charge of Twenty-four Pounds *per*
 “ *Annum* payable for ever to the Churchwardens of *Heston, Middlesex*,
 “ and another Portion of the *Edmonton* Property, purchased in One
 “ thousand eight hundred and two from a Mrs. *Harrison*, and then
 “ consisting of Three Messuages in *Silver Street*, and an Allotment of
 “ Five Acres One Rood in *Langhedge Common Field*, is subject to an
 “ annual Charge of Forty Shillings, payable to the Free School at
 “ *Edmonton*.—4. And the Testator was in some way interested in a
 “ Public House at *Cheshunt, Herts*, which was conveyed in his Lifetime
 “ to himself and others, to secure to them Votes for the County, but it is
 “ believed that the Testator never paid any Part of the Consideration
 “ Money, and it is doubtful if his Estate is entitled beneficially to any
 “ Portion of the Property:” And whereas the said Will and Codicil of
 the said Testator contain no Powers of Management other than the
 limited Power of Sale herein-before recited: And whereas by an Order
 made in the said Cause of *Wheeler v. Tootell*, dated the Twelfth Day of
March One thousand eight hundred and fifty-eight, upon the Application
 of the said *Herbert Reginald Wheeler*, by *Robert Locke* his next Friend,
 and upon the Appearance and Consent of the said *Charles John Tootell*
 and *Llewelyn Wynne*, and of *Alfred Llewelyn Wheeler*, by *Henry*
Burslem his Guardian, the Court, being of opinion that it would be for
 the Benefit of all Persons interested under the said Will in the Real
 and Personal Estate of the said Testator that an Application should be
 made to Parliament for an Act to confer on the Trustees of the said
 Will, or on other proper Persons, full and proper Powers of granting
 Mining, Agricultural, Building, Improving, and other Leases, and of
 accepting

Order author-
 izing Appli-
 cation to
 Parliament,
 dated the
 12th March
 1858.

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accepting Surrenders of Leases, and of selling, exchanging, partitioning, obtaining the Enfranchisement of Copyholds, and the Renewals of Leases of the Freehold, Copyhold, and Leasehold Estates devised and bequeathed by the said Will, and of purchasing an Estate with a suitable Residence, ordered that the said *Charles John Tootell* and *Llewelyn Wynne*, the Trustees of the said Will, should be at liberty to make such Application accordingly, the Draft of the Bill to be settled in the Chambers of the Judge to whose Court the said Cause was attached: And whereas by a Certificate dated the Eighth Day of *May* One thousand eight hundred and fifty-eight, and made in the said Cause by the Chief Clerk of his Honour Vice-Chancellor *Kindersley* (to whose Court the Cause was attached), and approved by the said Vice-Chancellor on the Tenth Day of *May* One thousand eight hundred and fifty-eight, it was certified that the said Vice-Chancellor had settled the Draft of the said Bill, and in testimony thereof his Chief Clerk had signed his Allowance at the Foot of the said Draft Bill: And whereas by an Order made in the said Cause, dated the Eleventh Day of *May* One thousand eight hundred and fifty-eight, the said *Henry Burslem* was appointed Guardian of the said *Herbert Reginald Wheeler*, *Alfred Llewelyn Wheeler*, *Arthur Frederick Wheeler*, and *Henry James William Wheeler*, for the Purpose of consenting on their respective Behalf to the passing of the said Act: And whereas Application has been made to the said *Edmund Barker Ray*, as the Person entitled in Remainder after the Determination of the Estates so limited by the said Will as aforesaid, in favour of the said Infants and their Heirs Male, for his Consent to this Act, but which he has refused to give: And whereas the Lord High Chancellor of *Great Britain*, by Writing under his Hand, dated the Eighth Day of *July* One thousand eight hundred and fifty-eight, appointed the Right Honourable *William Samuel Baron Wynford* as or in the Nature of a Guardian or Protector of the said Infants and of the said Will, for the special Purpose of assenting to or dissenting from the said Bill, and the said *William Samuel Baron Wynford* assented thereto accordingly: And whereas the several Objects aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject, the said *Herbert Reginald Wheeler*, by the said *Robert Locke* his next Friend, 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; namely,

I. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Ray Estate Act, 1858.*"

II. The Expression "the Lands," herein-after mentioned, shall in this Act and in the Act herein-after incorporated, except where the Nature of the Provision or the Context shall exclude such Construction, extend to

Certificate, settling Bill, dated 10th May 1858.

Order appointing Guardian to consent to Act, dated 11th May 1858.

Appointment of Guardian or Protector of Infants, dated 8th July 1858.

Short Title.

Interpretation of Term "the Lands."

and

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and include all and singular the Freehold, Copyhold, Customary, and Leasehold Hereditaments and Premises, and the undivided Shares of any Freehold, Copyhold, Customary, and Leasehold Hereditaments and Premises, for the Time being subject to the Limitations and Dispositions either at Law or in Equity for the Time being subsisting of the said recited Will and Codicil or either of them,

Incorporation of Leases and Sales Act (19 & 20 Vict. c. 120.) with respect to Leases and Sales.

Leasing and selling Powers to be executed without the Consent of Edmund Barker Ray.

III. The several Powers and Provisions of an Act passed in the Nineteenth and Twentieth Years of Her present Majesty, Chapter One hundred and twenty, intituled *An Act to facilitate Leases and Sales of Settled Estates*, herein-after referred to as "The Leases and Sales Act," so far as the same Powers and Provisions respectively relate to Leases and Sales, shall be incorporated with this Act, and shall be put into execution with respect to all the Lands, or to such Parts thereof as the Court of Chancery shall from Time to Time think expedient: Provided always, that in any Case in which it would be otherwise necessary, the Court of Chancery shall not require the Concurrence or Consent of the said *Edmund Barker Ray*, or any Person claiming through or under him, in or to any Application for the carrying into execution, with respect to the Lands or any Part thereof, of any of the aforesaid Powers and Provisions, and shall not require that Notice of any such Application should be served on the said *Edmund Barker Ray*, or any Person so claiming as aforesaid, and every Lease or Demise or Sale made under the Authority of the said Leases and Sales Act and this Act shall be valid against and binding on the said *Edmund Barker Ray* and every Person so claiming as aforesaid, and his and their Right, Estate, and Interest to or in the Lands.

Court of Chancery to execute Act upon Petition.

IV. Except where it is otherwise herein-before provided for with respect to Leases and Sales, the several Powers and Provisions of this Act shall be carried into execution by the Court of Chancery, upon a Petition to be preferred to the Court in a summary Way, or upon an Application to the Judge at Chambers, by the Trustees or Trustee for the Time being of the said Will of the said *Henry Belward Ray*, or by the Person entitled to the Possession or Receipt of the Rents and Profits of the Lands for an Estate for Life or for any greater Estate, or by the Guardian or Guardians of such Person, if under Age.

Powers may be exercised in concurrence with Persons entitled to other undivided Shares.

V. As to any Real Estate or Chattels Real of which an undivided Share or Shares only may be within any of the Powers of this Act, any of those Powers may from Time to Time be carried into execution with respect to such undivided Share or Shares, in concurrence with any Person or Persons for the Time being interested in or having Power over any other undivided Share or Shares of such Real Estate or Chattels Real, for the Purpose of affecting the Entirety or any Part more than any undivided Share or Shares within any of the Powers of this Act of such Real Estate and Chattels Real respectively.

VI. And

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VI. And whereas the Property devised by the said Will comprises Public Houses, and also Land upon which it may be found advantageous to erect Public Houses, and it has been found expedient to grant Leases of Public Houses, and Property of the like Nature, in consideration of Fines and Premiums: Therefore the Court of Chancery may, upon Petition or Application, to be preferred or made as aforesaid, from Time to Time authorize to be granted a Lease of any Land on which may be standing or is intended to be built any Public House or Building used or intended to be used for the Purpose of selling Ale, Porter, Wine, or other Spirituous Liquors for any Term not exceeding Sixty Years, to take effect in possession immediately or within Three Months after the making thereof, and upon the granting of any such Lease the Court may authorize the Acceptance of any Fine or Premium for and in respect of the granting of the same, but so as there be reserved in every such Lease where any Fine or Premium is accepted the best yearly Rent which at the Time of the granting of such Lease, and having reference to the Amount of such Fine or Premium, can be reasonably obtained for the same, and where no Fine or Premium is accepted, the best yearly Rent which at the Time of the granting such Lease can be reasonably obtained for the same, and so as such Lease do contain a Covenant for the Payment of the Rent, and such other usual and proper Covenants as the Court of Chancery shall think expedient, and also a Condition of Re-entry on Nonpayment for a Period not less than Twenty-eight Days of the Rent thereby reserved, and Nonobservance of any of the Covenants and Conditions therein contained, and so as a Counterpart of every such Lease be executed by the Lessee: Provided always, that all Fines and Premiums from Time to Time received for or in respect of the granting of any Lease under this Power shall be paid into the Bank in the same Manner as if the same had arisen from a Sale made by virtue of this Act.

Power to
grant Leases
of Public
Houses, &c.

VII. The Court of Chancery may, upon Petition or Application, to be preferred or made as aforesaid, from Time to Time authorize the Trustees or Trustee for the Time being of the said Will to confirm any Lease made or purporting to be made under or by virtue of this Act and the said Leases and Sales Act, in any Case in which, for some technical Error or Informality in granting the same, such Lease is void or voidable, or is apprehended to be void or voidable, or, in lieu of such void or voidable Lease, may authorize such Trustees or Trustee to grant any Lease pursuant to the Powers and subject to the Restrictions of this Act and the said Leases and Sales Act, and at and under a yearly Rent not less in Amount than the Rent reserved by such void or voidable Lease.

Power to
confirm
defective
Leases ;

VIII. No Fine, Premium, or Foregift, or anything in the Nature thereof, shall be taken for any such Confirmation of a Lease, though void or voidable.

but without
Fine taken.

[*Private.*]

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Power to
obtain Re-
newals of
Leaseholds.

IX. The Court of Chancery may, upon Petition or Application, to be preferred or made as aforesaid, from Time to Time empower the Trustees or Trustee for the Time being of the said Will to make Surrenders of any Leases or renewed Leases of any Parts of the Lands as are at present Leasehold for Lives or for Years, or for Years determinable with a Life or Lives, and in lieu thereof to accept renewed Leases either for Lives or for Years, or for Years determinable with a Life or Lives, and to put in any fresh Life or Lives, and to enter into any Agreements and to do all Acts necessary or expedient to effect such Renewals, upon the Payment of such Premiums and at such Rents as the Court may deem expedient, but no such Renewal of any Lease shall in any Manner operate so as to alter or affect the Equities.

Power to
make Par-
tition.

X. The Court of Chancery may, upon Petition or Application, to be preferred or made as aforesaid, from Time to Time empower the Trustees or Trustee for the Time being of the said Will 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 any of the Lands in making a Partition of the same or any Part thereof and of the Appurtenances, and to give or receive any Money for Equality of Partition, and for the Purpose of effecting such Partition, by any Deed or Deeds, sealed and delivered, absolutely to revoke and make void all or any of the Uses, Trusts, Powers, and Provisoes by the said Will and Codicil of the said *Henry Belward Ray* and this Act limited and declared of or concerning the undivided Share or Shares of the Lands of which it shall be intended to make Partition and of the Appurtenances, 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 same undivided Share or Shares which shall be thought necessary or expedient to effect such Partition.

Power of
Exchange.

XI. The Court of Chancery may, upon Petition or Application, to be preferred or made as aforesaid, from Time to Time empower the Trustees or Trustee for the Time being of the said Will to exchange for other Manors, Lands, or Hereditaments such Part or Parts of the Lands as the Court shall from Time to Time deem expedient, and upon any such Exchange to give or receive any Money for Equality of Exchange, and for the Purpose aforesaid, by any Deed or Deeds, sealed and delivered, to revoke and make void all or any of the Uses, Trusts, Powers, and Provisoes by the said Will and Codicil of the said *Henry Belward Ray* and this Act limited and declared of or concerning the Lands of which it shall be intended to make 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 Lands so exchanged which shall be thought necessary or expedient to effect any such Exchange.

Sale and
other Money
to be paid

XII. All Money to arise by any Sale, or to be received for Equality of Exchange or Partition, under or by virtue of this Act and the said Leases

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Leases and Sales Act respectively, and all Money to be set aside out of the Rent or Payment reserved on any Lease of Earth, Coal, Stone, or Minerals, in pursuance of the said Leases and Sales Act and this Act, and all Fines and Premiums to be received in pursuance of this Act, shall be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there as to such Moneys as shall arise from Freehold and Copyhold Estate "*ex parte Ray's* Residuary Freehold and Copyhold Estate," and as to such as shall arise from Leaseholds in the Nature of Personal Estate "*ex parte Ray's* Residuary Leaseholds in the Nature of Personal Estate," pursuant to the Method prescribed by the Act passed in the Session of Parliament holden in the Twelfth Year of *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 *George* the Second, Chapter Twenty-four.

into the
Court of
Chancery.

XIII. The Certificate of the Accountant General of the High Court of Chancery of the Payment into the Bank of any Money by this Act directed to be so paid, with the Receipt for the same of One of the Cashiers of the Bank, to be 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 Non-application of the same or any Part thereof respectively.

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

XIV. The Moneys paid into the Bank as directed by this Act shall and may, upon Petition or Application to be preferred or made as aforesaid, be applied, by the Direction of the Court, in or towards the Discharge of the Costs and Expenses of and incident to the applying for, obtaining, and passing of this Act, and of and incident to the carrying into execution the several Powers and Provisions of this Act; and the Surplus of such Moneys shall be applied, laid out, and invested, under the Order of the Court, as herein-after in that Behalf directed; and such Costs and Expenses shall be apportioned by the Court as the Court shall deem just between the Residuary Freehold and Copyhold Estate and the Residuary Leaseholds in the Nature of Personal Estate devised and bequeathed by the said Will of the said *Henry Belward Ray*.

Application
of Moneys
paid into
Court.

XV. Such Surplus shall be invested, under the Order of the Court, to be obtained upon Petition or Application, to be preferred or made as aforesaid, in the Purchase (under any ordinary or special Conditions of Sale)

Investment
of surplus
Moneys in
Court.

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Sale) of any Messuages, Lands, or Hereditaments in *England* or *Wales*, being Freehold or Copyhold of Inheritance, or in the Purchase of any undivided Share of any such Messuages, Lands or Hereditaments respectively as may lie intermixed with or near to any of the Lands of which an undivided Share was devised or bequeathed by the said Will, provided that such last-mentioned Purchase be made in concurrence with the Person or Persons interested in the other undivided Share of those Lands, and comprise the Entirety of the Messuages, Lands, and Hereditaments to be so purchased.

Settlement of Lands purchased and received in Exchange or on Partition.

XVI. The Messuages, Lands, and Hereditaments to be purchased or taken in Exchange or upon Partition, under any of the Powers of this Act, shall 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 and Codicil of the said *Henry Belward Ray* limited and declared of and concerning the Residuary Real Estate devised by the said Will, and then subsisting or capable of taking effect, or as near thereto as may be.

Surplus may be applied in Payments for Equality of Exchange, &c.

XVII. Provided always, That the Court of Chancery, upon Petition or Application, to be preferred or made as aforesaid, may direct any Part of such Surplus to be applied in the Payment of any Money from Time to Time payable upon any Partition or Exchange made under this Act for Equality of Partition or Exchange, and in Payment of any Money, Costs, Charges, and Expenses from Time to Time payable or incurred in or with respect to any Sale, Exchange, Partition, or the Renewal under this Act of any Leaseholds, and also, if necessary or expedient, may empower the Trustees or Trustee for the Time being of the said Will to raise such Money, Costs, Charges, and Expenses respectively, or any Part thereof respectively, by Mortgage of all or any of the Hereditaments to be received in Exchange or upon Partition, or of the renewed Leaseholds, or of any other of the Lands as may be thought expedient, and to make all such Assurances and to do all such Acts as shall be necessary or expedient for effecting any such Mortgage, but so always that the total Amount to be raised by Mortgage shall not exceed Five 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.

Expenses of Renewals to be ultimately borne by Parties beneficially interested.

XVIII. Provided always, That, notwithstanding anything in this Act contained with respect to the Renewal of Leaseholds, and the raising and paying of the Fines, Fees, and Expenses of and incidental to such Renewals, the Persons respectively beneficially interested in such Renewals respectively shall ultimately pay and contribute to the Payment of such Fines, Fees, and Expenses, in like Manner in all respects as they respectively would be required to do by the Rules of Equity if this Act had not been passed.

XIX. Pro-

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XIX. Provided always, That the Court of Chancery, upon Petition or Application to be preferred or made as aforesaid, may direct any Part of such Surplus to be applied in or towards paying off or discharging any Mortgage, Lien, or other Charge or Incumbrance for the Time being affecting all or any of the Lands, but without changing or altering the Equities or Obligations of the Parties claiming under the said Will and Codicil in relation to any such Mortgage, Lien, or other Charge or Incumbrance.

Surplus may be applied in discharging Incumbrances.

XX. 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 Name of the Accountant General of the High Court of Chancery 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 respectively be 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 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 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, or the same be otherwise disposed of under this Act, and until the same shall by such Court, upon the Application to be made as aforesaid, be ordered to be sold by such Accountant General for completing such Purchases, or otherwise be applied in manner by this Act directed or authorized: Provided also, that if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the Money originally laid out in Exchequer Bills, then and in that Case the Portion which shall remain, after deducting the Amount of the Money originally laid out, and after discharging the Expense of the Application 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 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

Interim Investment in Exchequer Bills.

[Private.]

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respective

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respective Rights which such Persons would have had in the same Rents and Profits.

Moneys arising from Leaseholds, subject to Payment of Costs, to be Personal Estate.

XXI. Provided always, That as between the Persons from Time to Time interested in the Freehold and Copyhold and in the Personal Estate of the said *Henry Belward Ray*, all Moneys arising from Sales, Exchanges, Partitions, and other Dispositions under this Act, of Leaseholds in the Nature of Personal Estate, shall be applicable in discharge of the Costs, Charges, and Expenses of and incidental to the Execution of the Powers and Provisions of this Act with reference to such Leaseholds; and, subject thereto, such Moneys and the Investments thereof (whether in Lands or Exchequer Bills) shall be deemed in Equity Personal Estate, and be transmissible accordingly.

Power to apply Residuary Personal Estate for the Payment of the Costs of the Act, but Moneys so applied to be a Charge upon Real Estate.

XXII. The Court of Chancery, upon Petition or Application to be preferred or made as aforesaid, may direct any Part of the Residuary Personal Estate, other than Leaseholds for the Time being subject to the Trusts of the said Will of the said *Henry Belward Ray* (and whether such Personal Estate, be then in Court or not) to be applied in or towards the Payment of the Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing of this Act, and in or towards the carrying into effect of any of the Purposes of this Act; and the Court may, at any Time or Times, upon Petition or Application to a Judge at Chambers, to be preferred or made in a summary Way by a Tenant for Life in possession under the Limitations of the said Will, and of full Age, apply any Part of the said Residuary Personal Estate in or towards the Purchase (under any ordinary or special Conditions of Sale) of Messuages, Lands, or Hereditaments in *England* or *Wales*, being Freehold or Copyhold of Inheritance; and all Money applied in or towards the Payment of so much of the said Costs, Charges, and Expenses as the Court shall apportion to the Freehold and Copyhold Estate, and all Money applied for the Purchase of Messuages, Lands, or Hereditaments, as authorized by this Section, shall, as between the Residuary Personal Estate and the Residuary Freehold and Copyhold Estate of the said *Henry Belward Ray*, be deemed a Debt due from such Residuary Freehold and Copyhold Estate to such Residuary Personal Estate, bearing Interest at the Rate hereafter mentioned; and the Trustees or Trustee for the Time being of the said Will shall have a Lien by way of Equitable Mortgage on the Lands, and on the Messuages, Lands, and Hereditaments, so purchased as last aforesaid, or on such Part thereof respectively as the Court may direct, for the Money so applied, with Interest thereon at the Rate of Four Pounds *per Centum per Annum* from the Time or respective Times of the Application thereof, and shall hold the Money and Interest so secured as Part of the Residuary Personal Estate of the said *Henry Belward Ray*; and the Messuages, Lands, and Hereditaments so purchased as last aforesaid shall, subject to such Lien as aforesaid

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aforesaid as the Court shall direct, be settled and assured to the like Uses, and upon and for the like Trusts, Intents, and Purposes, and with, under, and subject to the like Powers, Provisoos, and Declarations as the Messuages, Lands, and Hereditaments to be purchased, taken in Exchange, or upon Partition, under any of the Powers of this Act, are herein-before by this Act directed to be settled and assured.

XXIII. Every Partition, Sale, or Exchange made under this Act shall take effect subject and without Prejudice to all Leases theretofore granted or confirmed under the said Leases and Sales Act and this Act respectively of the Lands comprised in such Partition, Sale, or Exchange, and also subject and without Prejudice to any Mortgage made pursuant to the Power in this Act contained for the Time being subsisting: Partition, &c. to be subject to Leases, &c.

XXIV. Every Mortgage under this Act shall contain a Covenant by the Person, if any, for the Time being beneficially entitled to the Possession or Receipt of the Rents and Profits of the Lands, either as Tenant for Life, or for any larger Estate than for Life, or as *quasi* Tenant for Life or for any such larger Estate, if of full Age, 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; and whenever a Mortgage shall be made under this Act, and there shall not then be a Person so beneficially entitled and of full Age, the Person who thereafter first or alone shall be so beneficially entitled and of full Age, and his or her Heirs, Executors, and Administrators, shall be bound in like Manner as if such Person had been so beneficially entitled and of full Age at the Time of such Mortgage, and had therein entered into such Covenant, but so that such Obligation shall not be retrospective, but have relation only to Interest accruing after he or she shall become so beneficially entitled and of full Age; and during the Minority of any such Person the Interest accruing shall be paid out of the Rents and Profits of the Land mortgaged received or becoming due during such Minority. Mortgages to contain Covenant for Payment of Interest.

XXV. From and after the Decease of every Tenant for Life or *quasi* 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 Lands comprised in such Mortgage or any of them more than Six Months 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. Six Months Arrear of Interest only recoverable after Death of any Tenant for Life, or Determination of any Estate Tail, against Hereditaments comprised in Mortgage.

XXVI. Upon

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The Interest for the current Half Year to be apportioned on the Decease of any Tenant for Life or for any larger Estate than for Life.

XXVI. Upon the Decease of every Person for the Time being beneficially entitled to the Possession or Receipt of the Rents and Profits of the Lands as Tenant for Life or for any larger Estate than for Life, or as *quasi* Tenant for Life or for any such larger Estate, 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.

General Saving of Rights.

XXVII. 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 *Charles John Tootell* and *Llewelyn Wynne*, and their Heirs, and *Herbert Reginald Wheeler*, *Alfred Llewelyn Wheeler*, *Arthur Frederic Wheeler*, and *Henry James William Wheeler*, the Four Nephews respectively named in the said Will of the said *Henry Belward Ray*, and the Heirs Male of their respective Bodies, and the said *Edmund Barker Ray*, and his Heirs and Assigns, and every or any other Person to whom any Right or Title shall have been limited or descended, or shall descend or devolve, under or by virtue of the said Will and Codicil of the said *Henry Belward Ray*, or either of them,) all such Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, whatsoever, of, in, to, or out of the Real Estate devised by the said Will and Codicil of the said *Henry Belward Ray*, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed if this Act had not been passed.

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

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

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1858.