



## CHAP. 4.

An Act for confirming certain building leases granted by the Right Honourable Frederick Lord Calthorpe Baron Calthorpe of Calthorpe in the county of Norfolk, deceased, of various parts of an estate situate in the parish of Edgbaston in the county of Warwick, and for altering the present powers of leasing over the same and other estates comprised in a re-settlement of the same dated the eighteenth day of July one thousand eight hundred and sixty-four; and for other purposes. [12th July 1869.]

A.D. 1869.

WHEREAS the Right Honourable Henry first Lord Calthorpe (then Sir Henry Gough Calthorpe), deceased, made, signed, and published his will in writing, in manner then required by law for the valid devise of real estate, dated the twenty-ninth day of July one thousand seven hundred and ninety-one, and thereby, after confirming the settlement made previous to his marriage with his wife Dame Frances Calthorpe, and devising certain rentcharges therein mentioned during the life of his said wife (which have all ceased by her death, and the full payment thereof), to be issuing out of all and every his freehold manors, messuages, lands, tenements, tithes, rents, and hereditaments in the counties of Warwick, Worcester, Suffolk, Norfolk, Middlesex, Sussex, Hampshire, Wiltshire, and London, and all other his freehold estate, except only such part thereof as was comprised in the said settlement made previous to his marriage with his said wife, and after bequeathing certain specific and pecuniary legacies, and in case of his personal estate not proving sufficient for the payment of the said pecuniary legacies (which event did not happen) charging the deficiency upon his real estate, as to, for, and concerning all and every his freehold manors, advowsons, messuages, lands, tenements, tithes, rents, and hereditaments in the several counties of Warwick, Worcester, Suffolk, Norfolk, Middlesex, Sussex, Hampshire, Wiltshire, and in London, or in any or either of them, or elsewhere, as well those

Will of  
Henry first  
Lord Cal-  
thorpe,  
dated 29th  
July 1791.

A.D. 1869. — comprised as those not comprised in the said settlement made previous to his marriage with his said wife, and as to all other his freehold and copyhold messuages, lands, tenements, and real estate whatsoever, the said testator devised the same respectively, and all his estate and interest therein (subject to the said rentcharges), unto his said wife, his brother John Calthorpe Gough, Benjamin Keene, Esquire, and Randle Ford, Esquire, and their heirs, to the use of the said testator's eldest son Charles Gough Calthorpe and his assigns, for his natural life, without impeachment of waste, with remainder to the use of the said testator's said wife and the said John Calthorpe Gough, Benjamin Keene, and Randle Ford, and their heirs, during the life of his (the said testator's) said son, in trust to preserve contingent remainders, with remainder to the use of the first son of his body lawfully to be begotten in tail male, with remainder to the use of the second, third, fourth, fifth, and all and every other son and sons of the body of the said testator's said son Charles lawfully to be begotten, severally, successively in tail male, with remainder to the use of the said testator's second son George and his assigns, for his natural life, without impeachment of waste, with remainder to the use of the said testator's said wife, and the said John Calthorpe Gough, Benjamin Keene, and Randle Ford, and their heirs, during the life of his the said testator's said second son, in trust to preserve contingent remainders, with remainder to the use of the first son of his body lawfully to be begotten, in tail male, with remainder to the use of the second, third, fourth, fifth, and all and every other son and sons of the body of the said testator's said son George lawfully to be begotten, severally, successively in tail male, with remainder to the use of the said testator's third son Frederick and his assigns, for his natural life, without impeachment of waste, with remainder to the use of the said testator's said wife, and the said John Calthorpe Gough, Benjamin Keene, and Randle Ford, and their heirs, during the life of his the said testator's said third son, in trust to preserve contingent remainders, with remainder to the use of the first son of his body lawfully to be begotten in tail male, with remainder to the use of the second, third, fourth, fifth, and all and every other son and sons of the body of the testator's said son Frederick lawfully to be begotten, severally, successively in tail male, with divers remainders over, and an ultimate remainder to the use of the said testator's own right heirs; and in the said will was contained a power of leasing in the terms following; that is to say, "And my will also is, that it shall be lawful for my said  
" sons Charles, George, and Frederick respectively, as and when  
" they shall have severally attained their ages of twenty-one years,  
" and become entitled in possession to my said real estates herein-

“ before devised and settled under or by virtue of this my will, and  
“ to and for the guardians or guardian of any of them, or of any  
“ other son or sons of mine who shall be or become so entitled in  
“ possession to my said real estates while under the age of twenty-  
“ one years, during the minority of my said son or sons, and also  
“ for my said brothers to whom I have respectively given estates  
“ for life in the hereditaments and premises by me devised as afore-  
“ said, as they shall respectively become entitled thereto in pos-  
“ session, by any deed or deeds, writing or writings, to be by them  
“ respectively duly executed in the presence of two or more credible  
“ witnesses, from time to time to demise or lease the same here-  
“ ditaments and premises or any part or parts thereof to any person  
“ or persons for any term or terms of years not exceeding twenty-  
“ one years in possession, and not in reversion or by way of future  
“ interest, reserving on every such lease, and to be made payable  
“ half-yearly or oftener during the continuance thereof, and to be  
“ incident to the reversion expectant thereon, the best improved  
“ yearly rent or rents that can be had for the premises demised,  
“ without taking anything by way of fine, foregift, or premium for  
“ the granting of any such lease, and so as every such lease do  
“ contain the usual covenants and agreements in leases on rackrent;  
“ and in case any person or persons shall be willing to build upon  
“ and improve any parts of the hereditaments and premises by me  
“ devised (except my capital mansion house at Edgbaston, and the  
“ outhouses, buildings, park or late park, gardens, and appur-  
“ tenances thereto belonging), then I also empower my said sons  
“ Charles, George, and Frederick, when and as they shall severally  
“ attain the age of twenty-one years, and be in the actual possession  
“ of my said real estates hereby devised and settled as aforesaid,  
“ under or by virtue of the limitations thereof herein-before con-  
“ tained, and also the guardians or guardian for the time being of  
“ any of them, or of any other son or sons of mine, being or becoming  
“ so entitled in possession while under the age of twenty-one years,  
“ during the minority of such son or sons, and also my said brothers  
“ respectively, as they shall respectively become entitled to the  
“ said premises in possession, by any deed or deeds, writing or  
“ writings, duly executed as aforesaid, to demise or lease the said  
“ hereditaments and premises or any part or parts thereof (except  
“ as before excepted), to any such person or persons so willing to  
“ build upon or improve the same, for any term or terms of years  
“ not exceeding ninety-nine years in possession, and not in reversion  
“ or by way of future interest, with liberty for the purpose of any  
“ such new building or improvement to pull down or remove any  
“ of the buildings standing on the ground so to be demised, so as in

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“ every such lease to be made as last mentioned there be reserved  
 “ and made payable yearly or half-yearly, or oftener, during the  
 “ continuance thereof, and to be incident to the reversion of the  
 “ premises so to be demised expectant thereon, the best or greatest  
 “ yearly rent or rents that can at the time or times of granting  
 “ such last-mentioned lease or leases be reasonably had or gotten  
 “ for the same, without taking anything by way of fine or foregift,  
 “ and so as the respective lessees in such last-mentioned lease or  
 “ leases be reasonably had or gotten for the same, without taking  
 “ anything by way of fine or foregift, and so as the respective  
 “ lessees in such last-mentioned leases do enter into proper covenants  
 “ for building, repairing, and improving the messuages, erections,  
 “ and buildings then built, or thereby agreed to be built or rebuilt,  
 “ on the ground and premises thereby to be demised, and other  
 “ covenants and agreements usual in like cases; and my mind and  
 “ will is, that all and every the lease and leases that shall be made  
 “ or granted in pursuance of any powers or authorities hereby given  
 “ by me, shall respectively contain proper powers for re-entry on  
 “ the premises to be demised for nonpayment of the rent or rents  
 “ thereby to be respectively reserved, and that none of the said  
 “ lessees shall be made dispunishable of waste, and that the re-  
 “ spective lessees of such leases shall duly execute counterparts  
 “ thereof respectively;” and the said testator gave the residue of  
 his personal estate to his wife, and his said brother John Calthorpe  
 Gough, Benjamin Keene, and Randle Ford, their executors,  
 administrators, and assigns, upon certain trusts therein contained  
 for the purchase of freehold lands or hereditaments, or freehold,  
 copyhold, or leasehold hereditaments intermixed, which here-  
 ditaments and premises so to be purchased were to be conveyed and  
 assured to such and the same uses, upon such and the same trusts,  
 and subject to such and the same powers in all respects as were  
 therein-before limited, created, expressed, declared, and contained  
 of and concerning the said testator's real estates thereby devised  
 and settled, or such of them as should be then existing or capable  
 of taking effect, or as near thereto as the nature of the estate to be  
 purchased and the rules of law or equity would admit :

And whereas the said testator duly made, signed, and published  
 a codicil (dated the twenty-second day of June one thousand seven  
 hundred and ninety-seven) to his said will, but did not thereby  
 alter or revoke his said will so far as the same is herein-before  
 recited or noticed except by altering the amount of certain legacies ;

And whereas the said testator died on or about the sixteenth  
 day of March one thousand seven hundred and ninety-eight without  
 having altered or revoked his said will except so far as the same

was altered and revoked by the said codicil and without having altered or revoked the said codicil, and the said will and codicil were duly proved in the Prerogative Court of the Archbishop of Canterbury by the executors therein named on the seventh day of May one thousand seven hundred and ninety-eight :

And whereas divers parts of the personal estate of the said Henry Lord Calthorpe were invested in the purchase of hereditaments which, in pursuance of the direction in that behalf contained in his said will, were duly conveyed and assured to the uses, upon the trusts, and subject to the powers in all respects by the said will limited, created, expressed, declared, and contained concerning the real estates thereby devised or settled, or such of them as at the respective times of such purchases were existing or capable of taking effect :

And whereas upon the death of the said Henry Lord Calthorpe his eldest son the said Charles Gough Calthorpe became Baron Calthorpe, and died on or about the fifth day of June one thousand eight hundred and seven without having been married :

And whereas upon the death of the said Charles Lord Calthorpe, the said George Gough Calthorpe the second son of the said Henry Lord Calthorpe became Baron Calthorpe, and died on the twenty-seventh day of September one thousand eight hundred and fifty-one without having been married :

And whereas upon the death of the said George Lord Calthorpe the said Frederick Gough Calthorpe the third son of the said Henry Lord Calthorpe became Baron Calthorpe, and also became tenant for life in possession under the herein-before recited will of his said father the said Henry Lord Calthorpe of the manors, hereditaments, and premises thereby devised in strict settlement :

And whereas in exercise of the said power contained in the said will of the said Henry Lord Calthorpe, the said George Lord Calthorpe during his life, and after his death and until the execution of the indenture of disentailing assurance next herein-after recited the said Frederick Lord Calthorpe, from time to time granted building leases of parts of the hereditaments devised by the said will of the said Henry Lord Calthorpe and of those since purchased and conveyed to the uses thereof, and situate in the counties of Warwick and Stafford, known as "the Birmingham and Edgbaston estates," and each of such leases contained a proviso for re-entry on nonpayment of the rent or rents thereby reserved, and on a breach of the building covenant therein contained, but none of such leases contained a proviso for re-entry on a breach of any of the other covenants therein contained, or any power of distress :

A.D. 1869. — And whereas the said Frederick Lord Calthorpe, then the Honourable Frederick Gough Calthorpe, intermarried with his late and only wife, then Lady Charlotte Sophia Somerset, on the twelfth day of August one thousand eight hundred and twenty-three :

And whereas there were issue of the said Frederick Lord Calthorpe five sons, namely, Henry William Gough Calthorpe, deceased, the Right Honourable Frederick Henry William Gough Calthorpe, now Baron Calthorpe, George Arthur Gough Calthorpe, deceased, the Honourable Augustus Cholmondeley Gough Calthorpe, and the Honourable Somerset John Gough Calthorpe, and several daughters :

And whereas the said Henry William Gough Calthorpe died in the month of May one thousand eight hundred and twenty-five, without having attained the age of twenty-one years and without having been married :

And whereas the said George Arthur Gough Calthorpe died in the month of November one thousand eight hundred and forty-three, without having attained the age of twenty-one years and without having been married :

Indenture,  
dated 1st  
July 1853.

And whereas by an indenture dated the first day of July one thousand eight hundred and fifty-three, and expressed to be made between the said Frederick Lord Calthorpe of the first part, the said Frederick Henry William Lord Calthorpe (then the Honourable Frederick Henry William Gough Calthorpe, therein described to be the eldest son of the said Frederick Lord Calthorpe) of the second part, and the Reverend Charles Edmund Ruck Keene and Sir Edward Blackett of the third part, and duly enrolled in the High Court of Chancery on the seventh day of the same month as a disentailing assurance in order to defeat the estate in tail male of the said Frederick Henry William Lord Calthorpe, by virtue of the herein-before recited will of the said Henry Lord Calthorpe, and events aforesaid in the said freehold manors, advowsons, messuages, lands, tenements, tithes, rents, and hereditaments so respectively devised and purchased as aforesaid, and all estates, rights, interests, and powers to take effect after the determination or in defeazance of the same estate in tail male, and in order to limit the inheritance in fee simple of the same manors and other hereditaments to the uses and in manner therein-after expressed, the said Frederick Lord Calthorpe and also the said Frederick Henry William Lord Calthorpe with the consent of the said Frederick Lord Calthorpe as protector of the settlement made by the said will, testified by his being a party to and executing the indenture now in recital, did (according to their

respective estates and interests) grant and convey unto the said Charles Edmund Ruck Keene and Sir Edward Blackett and their heirs, all and singular the freehold manors, advowsons, messuages, lands, tenements, tithes, rents, and hereditaments devised by the said will of the said Henry Lord Calthorpe, or which since his decease had been purchased and settled as aforesaid, together with their rights, easements, and appurtenances, to hold the same unto the said Charles Edmund Ruck Keene and Sir Edward Blackett, their heirs and assigns (discharged from the said estate in tail male of the said Frederick Henry William Lord Calthorpe, and all estates, rights, interests, and powers to take effect after the determination or in defeazance of such estate in tail male,) nevertheless to such uses, upon and for such trusts, intents, and purposes, and with and subject to such powers and provisions as the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe by any deed or deeds, instrument or instruments in writing, with or without power of revocation and new appointment, to be by them sealed and delivered in the presence of and attested by two or more credible witnesses, should at any time or from time to time jointly direct, limit, or appoint, and in default of and until such joint direction, limitation, or appointment, and so far as any such joint direction, limitation, or appointment (if incomplete) should not extend, to such uses, for such estates, upon and for such trusts, intents, and purposes, and with and subject to such powers and provisions as were subsisting and capable of taking effect in favour of the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe respectively, and the second and other sons and other male issue of the said Frederick Lord Calthorpe, by virtue of the said will or otherwise immediately before the execution of the said indenture now in recital, so as to revive and restore the former title so far as respected such last-mentioned uses, estates, trusts, intents and purposes, powers and provisions, but not further or otherwise, and immediately after the determination or failure thereof, and in the meantime subject thereto to the use of the said Frederick Lord Calthorpe, his heirs and assigns for ever :

And whereas after the execution of the said indenture or disentailing assurance of the first day of July one thousand eight hundred and fifty-three, and up to the time of the execution of the indenture of re-settlement herein-after recited, the said Frederick Lord Calthorpe continued to grant building leases of parts of the said Birmingham and Edgbaston estates under the said recited power contained in the said will of the said Henry Lord Calthorpe, similar to the leases granted prior to the execution of the said recited indenture or disentailing assurance :

A.D. 1869.  
Indenture,  
dated 16th  
July 1864.

And whereas by an indenture dated the sixteenth day of July one thousand eight hundred and sixty-four, and expressed to be made between the said Frederick Lord Calthorpe of the first part, the said Frederick Henry William Lord Calthorpe (then the Honourable Frederick Henry William Gough Calthorpe) of the second part, and the said Frederick Henry William Lord Calthorpe of the third part, after reciting that by the herein-before recited indenture of disentailing assurance of the first day of July one thousand eight hundred and fifty-three, the hereditaments specified in the first schedule to the indenture now in recital, and other hereditaments, were limited to the uses, upon and for such trusts, intents, and purposes, and with and subject to such powers and provisions as the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe by any deed or deeds, instrument or instruments in writing, with or without power of revocation and new appointment, to be by them sealed and delivered in the presence of and attested by two or more credible witnesses, should at any time or from time to time jointly direct, limit, or appoint, and in default of such joint direction, limitation, or appointment, to the uses therein and herein-before expressed or referred to, and with the ultimate limitation to the use of the said Frederick Lord Calthorpe, his heirs and assigns for ever; and also reciting, that by an indenture dated the twenty-eighth day of June one thousand eight hundred and fifty-three, between William Middlemore of the one part and the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the other part, the hereditaments described in part one of the second schedule to the indenture now in recital were limited to such uses, and upon and for such trusts, intents, and purposes as the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe should, by deed or deeds, jointly direct, limit, or appoint, and subject thereto to the use of the said Frederick Lord Calthorpe and his assigns for his life, with remainder to the use of the said Frederick Henry William Lord Calthorpe, his heirs and assigns for ever; and also reciting, that by an indenture dated the fifth day of September one thousand eight hundred and fifty-four, between John Wilkes Unett of the first part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the second part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the third part, the hereditaments described in part two of the second schedule to the indenture now in recital were limited, subject to powers for the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe respectively to lease the same as therein expressed, to the same or the like uses, upon the same or the like intents and purposes,



and with, under, and subject to the same or the like powers, provisions, agreements, and declarations as those to, upon, and subject to which, under the said will of the said Henry late Lord Calthorpe and the said disentailing assurance, or either of them, or otherwise, the same hereditaments would then have stood limited and settled if the same had been vested in fee simple in the said Henry late Lord Calthorpe and had been part of the hereditaments devised by his said will and limited by the said disentailing assurance; and also reciting, that by a certain other indenture dated the sixteenth day of November one thousand eight hundred and fifty-four, between the Reverend Roger Riland Vaughton and the Reverend Robert Vaughton of the first part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the second part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the third part, the hereditaments described in part three of the second schedule to the indenture now in recital were limited (subject to the same powers of leasing as referred to in the lastly therein-before recited indenture) to the same or the like uses, upon the same or the like trusts, intents, and purposes, and with, under, and subject to the same or the like powers, provisions, agreements, and declarations as those to, upon, and subject to which the hereditaments comprised in part two of the said second schedule were limited by the said secondly therein-before recited indenture; and also reciting, that by an indenture dated the twenty-eighth day of December one thousand eight hundred and fifty-five, between John Jones and Anne his wife of the first part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the second part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the third part, the hereditaments described in the fourth part of the second schedule to the indenture now in recital were limited, with the exception of being subject to such powers of leasing as aforesaid, to the same uses and in the like manner as the hereditaments respectively comprised in and conveyed by the said therein-before recited indenture of the sixteenth day of November one thousand eight hundred and fifty-four; and also reciting, that by an indenture dated the twenty-first day of May one thousand eight hundred and fifty-seven, between the mayor, aldermen, and burgesses of the borough of Birmingham of the first part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the second part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the third part, the hereditaments described in part five of the said second schedule to the indenture now in recital were limited to the same or the like uses and in the same manner as the hereditaments comprised in and conveyed by the lastly

A.D. 1869. — therein-before recited indenture; and also reciting, that by an indenture dated the twenty-fourth day of December one thousand eight hundred and fifty-seven, between Edward Bellington of the first part, George Tomlinson of the second part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the third part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the fourth part, the hereditaments described in part six of the said second schedule to the indenture now in recital were limited (subject to the like powers of leasing as contained in and given by the said therein-before recited indenture of the sixteenth day of November one thousand eight hundred and fifty-four) to the same uses and in the like manner as the hereditaments comprised in and conveyed by that indenture; and also reciting, that by an indenture dated the fifteenth day of March one thousand eight hundred and fifty-eight, between William Hope Elsworthy and George Elliott Vinicombe Elsworthy of the first part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the second part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the third part, the hereditaments described in part seven of the second schedule to the indenture now in recital were limited (with the exception of being subject to such powers of leasing as aforesaid) to the same uses and in the like manner as the hereditaments comprised in and conveyed by the lastly therein-before recited indenture; and also reciting, that by an indenture dated the twenty-fifth day of March one thousand eight hundred and fifty-eight, between George Corns the younger and Horace Woodward of the first part, James Henry Clarke of the second part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the third part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the fourth part, the hereditaments described in part eight of the second schedule to the indenture now in recital were limited (subject to the same powers of leasing as aforesaid) to the same uses and in the like manner as the hereditaments comprised in and conveyed by the therein-before recited indenture of the sixteenth day of November one thousand eight hundred and fifty-four were limited and subjected to by that indenture; and also reciting, that by an indenture dated the seventh day of July one thousand eight hundred and sixty, between Thomas Harrison of the first part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the second part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the third part, the hereditaments described in part nine of the second Schedule to the indenture now in recital were limited (subject to such power of leasing as aforesaid) to the same uses as the hereditaments

comprised in part eight of the same schedule were limited and subjected to by the last-recited indenture; and also reciting, that by an indenture dated the thirtieth day of September one thousand eight hundred and sixty-two, between William Baldwin and Edward Phillips of the first part, William Dugard of the second part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the third part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the fourth part, the hereditaments described in the tenth part of the second schedule to the indenture now in recital were limited, subject to the same powers of leasing and to the same or the like powers as and to which the hereditaments comprised in and conveyed by the lastly therein-before recited indenture were limited and subjected to by that indenture; and also reciting, that by an indenture dated the twenty-ninth day of November one thousand eight hundred and sixty, and made between Sir Henry Bouverie, Baronet, of the first part, Paulet St. John Mildmay, Esquire, and Henry Bingham Mildmay, of the second part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the third part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the fourth part, the hereditaments described in part eleven of the second schedule to the indenture now in recital were limited to the uses limited by the said recited disentailing assurance; and also reciting, that by an order of exchange dated the twenty-seventh day of March one thousand eight hundred and sixty-one, and duly confirmed by the Inclosure Commissioners for England, the hereditaments described in part twelve of the second schedule to the indenture now in recital were exchanged for hereditaments being part of the hereditaments limited by the said recited disentailing assurance and became subject to the uses thereby limited; and also reciting, that by an indenture dated the twentieth day of June one thousand eight hundred and sixty-four, and made between James Bailey, brewer, of the first part, John Elson, yeoman, of the second part, Elizabeth Elson, widow, of the third part, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe of the fourth part, and the said Charles Edmund Ruck Keene and Sir Edward Blackett of the fifth part, the hereditaments described in part thirteen of the second schedule to the indenture now in recital were limited to the uses limited by the said recited disentailing assurance; and also reciting, that by an indenture dated the twentieth day of December one thousand eight hundred and fifty-four, between William Latley Sclater, Esquire, and James Brooks, gentleman, of the first part, William Seymour, gentleman, and John Grove Seymour, banker, and Francis Cole, Esquire, of the second part, William Parfett, brewer, of

A.D. 1869. the third part, the said Frederick Lord Calthorpe of the fourth part, and George Lamb, gentleman, of the fifth part, the hereditaments described in part one of the third schedule to the indenture now in recital were limited to such uses, upon and for such estates, and in such manner as the said Frederick Lord Calthorpe should by any deed or deeds appoint, and in default thereof, and so far as the same, if made, should not extend, to the use of the said Frederick Lord Calthorpe and his assigns during his life, with remainder to the use of the said George Lamb, his executors, administrators, and assigns, during the life of the said Frederick Lord Calthorpe, upon trust for him and his assigns, with remainder to the use of the said Frederick Lord Calthorpe, his heirs and assigns for ever; and also reciting, that by an indenture dated the sixth day of July one thousand eight hundred and sixty, between Lancelot Reed of the first part, the said Frederick Lord Calthorpe of the second part, and the said Charles Edmund Ruck Keene of the third part, the hereditaments described in part four of the third schedule to the indenture now in recital were limited to such uses, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers and provisions as the said Frederick Lord Calthorpe by any deed or deeds, instrument or instruments in writing, with or without power of revocation and new appointment, to be by him sealed and delivered in the presence of and attested by two or more credible witnesses, should at any time and from time to time direct, limit, or appoint, and in default thereof to the use of the said Charles Edmund Ruck Keene, his executors and administrators, during the life of the said Frederick Lord Calthorpe, upon trust for him and his assigns, with remainder to the use of the said Frederick Lord Calthorpe, his heirs and assigns for ever; and also reciting, that by an indenture dated the tenth day of July one thousand eight hundred and sixty-one, between George Hockley, carpenter, and Mary his wife, of the first part, the said Frederick Lord Calthorpe of the second part, and the said James Brooks of the third part, the hereditaments described in part two of the third schedule to the indenture now in recital were limited to such uses, upon such trusts, and for such ends, intents, and purposes, as the said Frederick Lord Calthorpe should at any time or from time to time, by any deed or instrument in writing, to be by him duly executed and attested, appoint, and in default thereof, and subject thereto, to the use of the said Frederick Lord Calthorpe and his assigns during his life, without impeachment of waste, with remainder to the use of the said James Brooks, his executors or administrators, during the life of the said Frederick Lord Calthorpe, upon trust for him and his assigns, with remainder to the use of the said Frederick Lord Calthorpe, his

heirs and assigns for ever; and also reciting, that by an indenture dated the twenty-fourth day of June one thousand eight hundred and sixty-four, between John Charles Vines, auctioneer, of the first part, the said Frederick Lord Calthorpe of the second part, and the said James Brooks of the third part, the hereditaments described in part three of the third schedule to the indenture now in recital were limited to such uses, upon such trusts, and for such estates, ends, intents, and purposes, and generally in such manner as the said Frederick Lord Calthorpe should at any time by deed appoint, and in default of and until and subject to any such appointment to the use of the said Frederick Lord Calthorpe and his assigns during his life, without impeachment of waste, and after the determination thereof to the use of the said William Brooks, his executors and administrators, during the life of the said Frederick Lord Calthorpe, in trust for him and his assigns, with remainder to the use of the said Frederick Lord Calthorpe, his heirs and assigns for ever; and reciting, that the several hereditaments respectively described in the fourth schedule to the indenture now in recital were conveyed to the said George, then Lord Calthorpe, deceased, by the several indentures which are respectively specified in that schedule, and on his decease descended on the said Frederick Lord Calthorpe as his heir-at-law, and were then vested in him in fee simple; and reciting, that the several hereditaments respectively described in the fifth schedule to the indenture now in recital formerly belonged to and were the property of John Calthorpe Gough, Esq., deceased, in fee simple, and were by his last will and testament devised to the Honourable Arthur Gough Calthorpe, since deceased, and on his decease descended on the said George Lord Calthorpe as his heir-at-law, and on the decease of the said George Lord Calthorpe descended on the said Frederick Lord Calthorpe as his heir-at-law, and were also then vested in him in fee simple; and reciting, that the hereditaments described in the sixth schedule to the indenture now in recital formerly belonged to and were possessed by the said Arthur Gough Calthorpe, deceased, in fee simple, and under the lastly therein-before detailed circumstances descended upon the said Frederick Lord Calthorpe; and reciting, that the hereditaments described in the seventh schedule to the indenture now in recital were, prior to the inclosure of the said parish of Blakeney, the property of the said Frederick Lord Calthorpe, and were then possessed by him in fee simple; and reciting, that the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe had determined to make a re-settlement of their family estates, and the said Frederick Lord Calthorpe had determined to settle therewith the several hereditaments respectively described

A.D. 1869. in the third, fourth, fifth, sixth, and seventh schedules thereto respectively; and reciting, that in order to carry into effect their said determination, by a deed poll dated the sixteenth day of July one thousand eight hundred and sixty-four, and executed before the execution of the said indenture now in recital, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe, in exercise of their said power of joint appointment under the said recited disentailing assurance, had made an appointment of divers estates in London, Middlesex, Norfolk, and Suffolk respectively, and a New River share, being parts of the hereditaments comprised therein; and reciting, that in order further to carry into effect their said determination, the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe had agreed to make and execute the said indenture now in recital in manner and to the effect therein and therein-after appearing; it is by the indenture now in recital witnessed, that for the considerations therein appearing the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe, in exercise of their said powers of joint appointment given to them by the said therein and herein-before recited disentailing assurance, and the said therein recited indentures of the twenty-eighth day of June one thousand eight hundred and fifty-three, the fifth day of September one thousand eight hundred and fifty-four, the sixteenth day of November one thousand eight hundred and fifty-four, the twenty-eighth day of December one thousand eight hundred and fifty-five, the twenty-first day of May one thousand eight hundred and fifty-seven, the twenty-fourth day of December one thousand eight hundred and fifty-seven, the fifteenth day of March one thousand eight hundred and fifty eight, the twenty-fifth day of March one thousand eight hundred and fifty-eight, the seventh day of July one thousand eight hundred and sixty, the thirtieth day of September one thousand eight hundred and sixty-two, the twenty-ninth day of November one thousand eight hundred and sixty, and the said therein recited order of exchange, and the said therein recited indenture of the twentieth day of June one thousand eight hundred and sixty-four respectively, did, by the indenture now in recital, by them sealed and delivered in the presence of and attested by the two credible persons whose names were intended to be thereon endorsed as witnesses attesting the same, irrevocably direct, limit, and appoint that all and singular the several manors, messuages, farms, lands, tenements, and hereditaments respectively described in the first and second schedules thereto respectively, and all other (if any) the hereditaments then subject to the same several powers of joint appointment, or any of them, with their and every of their rights, members, and appurtenances,

should thenceforth go, remain, and be, and the same disentailing assurance, indentures, and order of exchange respectively, and all other deeds and assurances relating thereto, should operate and enure to the use of the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe, their heirs and assigns for ever; and it is by the indenture now in recital secondly witnessed, that for the considerations therein appearing the said Frederick Lord Calthorpe, in exercise of the said power of appointment given to him by the said several therein-before recited indentures of the twentieth day of December one thousand eight hundred and fifty-four, the sixth day of July one thousand eight hundred and sixty, the tenth day of July one thousand eight hundred and sixty-one, and the twenty-fourth day of June one thousand eight hundred and sixty-four, did, by the indenture now in recital, by him sealed and delivered in the presence of and attested by the two credible persons whose names were intended to be thereon endorsed as witnesses attesting the same, irrevocably direct, limit, and appoint that all those the messuages or tenements, lands, and hereditaments described in the four several parts of the third schedule thereto, and all other (if any) the hereditaments then subject to the same several powers of appointment, or either of them, with their rights, members, and appurtenances, should thenceforth go, remain, and be, and the same indentures, and all other deeds and assurances relating thereto, should operate and enure to the use of the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe, their heirs and assigns for ever; and it is by the indenture now in recital thirdly witnessed, that for the considerations therein appearing the said Frederick Lord Calthorpe did thereby grant unto the said Frederick Henry William Lord Calthorpe, his heirs and assigns, all and singular the several messuages, lands, and hereditaments respectively described in the fourth, fifth, sixth, and seventh schedules thereto, and all other (if any) the hereditaments which on the death of the said George Lord Calthorpe, deceased, descended on the said Frederick Lord Calthorpe as his heir-at-law, or were otherwise then vested in him, with their appurtenances, to hold the same unto the said Frederick Henry William Lord Calthorpe, his heirs and assigns for ever, to the use of the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe, their heirs and assigns for ever:

And whereas, after the execution of the said indenture of the twenty-eighth day of June one thousand eight hundred and fifty-three, recited in the said last-mentioned indenture of the sixteenth day of July one thousand eight hundred and sixty-four, and before the execution of the indenture of re-settlement of the eighteenth

A.D. 1869. — day of July one thousand eight hundred and sixty-four, next hereinafter recited, the said Frederick Lord Calthorpe, under the mistaken impression, as it is alleged, that the hereditaments comprised in the said indenture of the twenty-eighth day of June one thousand eight hundred and fifty-three formed part of the Birmingham and Edgbaston estates, and were subject to the powers of leasing contained in the will of the said Henry Lord Calthorpe, deceased, executed four building leases of parts of such hereditaments similar to the other building leases of parts of the said estates, but in consequence of there being no power of leasing in the said indenture of the twenty-eighth day of June one thousand eight hundred and fifty-three it is apprehended that such leases are not valid leases at law, and that the rights and remedies of the lessees and reversioners are not exercisable at law :

Indenture,  
dated 18th  
July 1864.

And whereas by an indenture of re-settlement, dated the eighteenth day of July one thousand eight hundred and sixty-four, and expressed to be made between the said Frederick Lord Calthorpe of the first part, the said Frederick Henry William Lord Calthorpe (then the Honourable Frederick Henry William Gough Calthorpe) of the second part, the said Charles Edmund Ruck Keene and the said Sir Edward Blackett of the third part, after reciting that the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe were jointly seised of the several freehold hereditaments described in the first schedule to the indenture now in recital, with the appurtenances, for a good and indefeasible estate of inheritance in fee simple in possession of and in the same, and that they or one of them were or was entitled to the several copyhold tenements described in the second and third schedules to the indenture now in recital, and that they had determined to make a settlement of the said freehold hereditaments and of the said copyhold tenements by the indenture now in recital, in manner and to the effect therein-after appearing, it is witnessed, that for the considerations therein appearing the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe did thereby grant unto the said Charles Edmund Ruck Keene and Sir Edward Blackett, their heirs and assigns, all and singular the manors, messuages, farms, lands, tenements, and hereditaments described in the first schedule thereto (which schedule comprised the said freehold hereditaments comprised in the several schedules to the last herein-before recited indenture), and all other, if any, the hereditaments of or to which the said Frederick Lord Calthorpe and Frederick Henry William Lord Calthorpe were then jointly seised or entitled, together with their rights, easements, and appurtenances, to hold the same unto the said Charles Edmund Ruck Keene and Sir Edward Blackett, their heirs and assigns, to



the use of the said Frederick Lord Calthorpe and his assigns during his natural life, without impeachment of waste, with remainder to the use of the said Frederick Henry William Lord Calthorpe and his assigns during his natural life, with remainder to the use and intent that if any wife of the said Frederick Henry William Lord Calthorpe should survive him, she and her assigns might after his decease receive and take during her life for her jointure such a yearly rentcharge (if any) as he should at any time or times, by deed, revocable or irrevocable, or by will, appoint, not exceeding two thousand pounds, and to be charged upon and payable out of the said hereditaments and premises thereby granted, and to be paid as therein mentioned, and to the further use and intent that she, her executors, administrators, and assigns, should have the powers and remedies for the recovery of the same yearly rentcharge therein-after provided for, and subject and charged as aforesaid, to the use of the said Charles Edmund Ruck Keene and Sir Edward Blackett, their executors, administrators, and assigns, for a term of three hundred years from the day of the date of the indenture now in recital, without impeachment of waste, upon the trusts therein-after declared of the same, and, subject to the same term and the trusts thereof, to the use of the said Frederick Henry William Lord Calthorpe, his executors, administrators, and assigns, for the term of one day next after the determination of the said term of three hundred years, upon the trusts therein-after declared of the same, and, subject to the same term and the trusts thereof, to the use of the said Charles Edmund Ruck Keene and Sir Edward Blackett, their executors, administrators, and assigns, for a term of four hundred years from the day of the date of the indenture now in recital, without impeachment of waste, upon the trusts therein-after declared of the same, and, subject to the said last-mentioned term and the trusts thereof, to the use of the said Frederick Henry William Lord Calthorpe, his executors, administrators, and assigns, for the term of one day next after the determination of the said term of four hundred years, upon the trusts therein-after declared of the same, and, subject to the same term and the trusts thereof, to the use of the first and every other son of the body of the said Frederick Henry William Lord Calthorpe, severally and successively in remainder one after another, according to their respective seniority in tail male, with remainder to the use of the said Augustus Cholmondeley Gough Calthorpe during his natural life, without impeachment of waste, with remainder to the use and intent that if any wife of the said Augustus Cholmondeley Gough Calthorpe should survive him, she and her assigns might after his decease receive and take during her life for her jointure such a yearly rent-

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charge, if any, as he should at any time or times by deed, revocable or irrevocable, or by will, appoint, not exceeding two thousand pounds, and to be charged upon and payable out of the said hereditaments and premises thereby granted, and to be paid as therein mentioned, and to the further use and intent that she, her executors, administrators, and assigns, should have the powers and remedies for the recovery of the same yearly rentcharge therein-after provided for, and, subject and charged as therein-before was expressed, to the use of the said Charles Edmund Ruck Keene and Sir Edward Blackett, their executors, administrators, and assigns, for a term of five hundred years from the day of the date of the indenture now in recital, without impeachment of waste, upon the trusts therein-after declared of the same, and, subject to the same term and the trusts thereof, to the use of the said Frederick Henry William Gough Calthorpe, his executors, administrators, and assigns, for a term of one day next after the determination of the said term of five hundred years, and, subject to the said term and the trusts thereof, to the use of the said Charles Edmund Ruck Keene, and Sir Edward Blackett, their executors, administrators, and assigns, for a term of six hundred years from the day of the date of the indenture now in recital, without impeachment of waste, upon the trusts therein-after declared of the same, and, subject to the same term and the trusts thereof, to the use of the said Frederick Henry William Lord Calthorpe, his executors, administrators, and assigns, for a term of one day next after the determination of the said term of six hundred years, and, subject to the said term and the trusts thereof, to the use of the first and every other son of the body of the said Augustus Cholmondeley Gough Calthorpe, severally and successively in remainder one after the other, according to their respective seniority in tail male, with remainder to the use of the said Somerset John Gough Calthorpe during his natural life, without impeachment of waste, with remainder to the use and intent that if any wife of the said Somerset John Gough Calthorpe should survive him, she and her assigns might thenceforth receive and take during her life for a jointure such a yearly rentcharge (if any) as he should at any time or times by deed, revocable or irrevocable, or by will, appoint, not exceeding two thousand pounds, to be charged upon and payable out of the said hereditaments and premises, and to be paid as therein mentioned, and to the further use and intent that she, her executors, administrators, and assigns, should have the powers and remedies for the recovery of the same yearly rentcharge therein-after provided for, and, subject and charged as therein-before was expressed, to the use of the said Charles Edmund Ruck Keene and

Sir Edward Blackett, their executors, administrators, and assigns, for a term of seven hundred years from the day of the date of the indenture now in recital, without impeachment of waste, upon the trusts therein-after declared of the same, and, subject to the same term and the trusts thereof, to the use of the said Frederick Henry William Lord Calthorpe, his executors, administrators, and assigns, for a term of one day next after the determination of the said term of seven hundred years, upon the trusts therein-after declared of the same, and, subject to the said term and the trusts thereof, to the use of the said Charles Edmund Ruck Keene and Sir Edward Blackett, their executors, administrators, and assigns, for a term of eight hundred years from the day of the date of the indenture now in recital, without impeachment of waste, upon the trusts therein-after declared of the same, and, subject to the same term and the trusts thereof, to the use of the first and every other son of the body of the said Somerset John Gough Calthorpe, severally and successively in remainder one after the other, according to their respective seniority in tail male, with remainder to the use of the said Frederick Henry William Lord Calthorpe in tail general, with remainder to the use of the said Augustus Cholmondeley Gough Calthorpe in tail general, with remainder to the use of the said Somerset John Gough Calthorpe in tail general, with remainder to the use of the said Frederick Henry William Lord Calthorpe, his heirs and assigns for ever; and by the indenture now in recital powers of distress and entry were given to the widow of each of them the said Frederick Henry William Lord Calthorpe, Augustus Cholmondeley Gough Calthorpe, and Somerset John Gough Calthorpe, who should become entitled under the limitations therein-before contained for securing the same, and the trusts of the said five several terms of one day were declared to be for preventing the merger of any of the said several terms of years respectively therein-before limited, and the trusts of the said three several terms of three hundred years, five hundred years, and seven hundred years were declared to be for securing to the widow of (as the case might be) the said Frederick Henry William Lord Calthorpe, Augustus Cholmondeley Gough Calthorpe, and Somerset John Gough Calthorpe, entitled under the limitations therein-before contained to a jointure rentcharge, her executors, administrators, or assigns, the due and regular payment of her respective jointure rentcharge, with a provision that the trusts of the said term of three hundred years should be exercisable only in favour of a widow of the said Frederick Henry William Lord Calthorpe, her executors, administrators, and assigns, and the trusts of the said term of five hundred years should be exercisable only in favour of a widow of the said Augustus Chol-

A.D. 1869. mondeley Gough Calthorpe, her executors, administrators, and assigns, and the trusts of the said term of seven hundred years should be exercisable only in favour of a widow of the said Somerset John Gough Calthorpe, her executors, administrators, and assigns, and the trusts of the said term of four hundred years were thereby declared to be for raising for the portions of the younger children of the said Frederick Henry William Lord Calthorpe such sums as he should appoint, not exceeding the different amounts therein mentioned, and the trusts of the said term of six hundred years were declared to be for raising for the portions of the younger children of the said Augustus Cholmondeley Gough Calthorpe such sums as he should appoint, not exceeding the different amounts therein mentioned, and the trusts of the said term of eight hundred years were declared to be for raising for the portions of the younger children of the said Somerset John Gough Calthorpe such sums as he should appoint, not exceeding the different amounts therein mentioned; and in the said indenture is contained a provision for the cesser of the six last-mentioned several terms, on the trusts therein-before declared concerning the same respectively being fully performed, or being unnecessary, or incapable of taking effect, and the trustees expenses being fully satisfied; and in the indenture now in recital are contained the following leasing powers; that is to say, Provided always, and it is hereby further agreed and declared, with respect to each of the said Frederick Lord Calthorpe, Frederick Henry William Lord Calthorpe, Augustus Cholmondeley Gough Calthorpe, and Somerset John Gough Calthorpe "that while he  
 " respectively shall, under the limitations herein-before contained,  
 " be entitled as tenant for life in possession, he respectively from  
 " time to time may make any leases of any parts of the freehold  
 " and copyhold estates from time to time subject to this settlement,  
 " at improved rents, without fine, for not exceeding twenty-one  
 " years, to take effect in possession on or within six calendar  
 " months next after the making thereof respectively, under and  
 " subject to such covenants and provisions as according to the  
 " circumstances of every case shall appear most beneficial, so as  
 " the leases respectively be not made without impeachment of  
 " waste, and so as powers of distress and entry be reserved for the  
 " recovery of the rents and the performance and observance of the  
 " covenants respectively reserved and contained by and in the  
 " leases respectively; and further, that the respective tenant for  
 " life so entitled in possession from time to time may make any  
 " leases of any parts of the freehold and copyhold estates from time  
 " to time subject to this settlement for not exceeding ninety-nine  
 " years for building purposes, to take effect in possession on or

“ within twelve calendar months next after the making thereof  
“ respectively, at improved rents, without fine, on such terms and  
“ conditions in all respects, and with and subject to such covenants  
“ and provisions, as, according to the circumstances of every case,  
“ shall appear most beneficial, and may confer on the respective  
“ lessees such rights with respect to ways, waters, watercourses,  
“ sewers, drains, and easements, and other rights and privileges, as  
“ shall appear expedient, and may reserve any rent, so that the full  
“ amount thereof shall not be payable till the expiration of a period  
“ not exceeding five years from the making of the respective lease,  
“ so as powers of distress and entry be reserved for the recovery of  
“ the rents and the performance and observance of the covenants  
“ respectively reserved and contained by and in the leases respec-  
“ tively; and also that the respective tenant for life so entitled  
“ in possession from time to time may make any leases of any parts  
“ of the freehold and copyhold estates from time to time subject to  
“ this settlement for not exceeding sixty-three years, for quarrying  
“ or mining purposes, to take effect in possession on or within  
“ twelve calendar months next after the making thereof respectively,  
“ with such licences, liberties, and authorities, and on such terms  
“ and conditions, and with such reservations of rents or royalties,  
“ and with and subject to such covenants and provisions, as,  
“ according to the circumstances of every case, shall appear most  
“ beneficial, so as powers of distress and entry be reserved for the  
“ recovery of the rents and the performance and observance of the  
“ covenants respectively reserved and contained by and in the leases  
“ respectively; provided also, that no lease of any copyhold tenement  
“ made under any of the preceding powers of leasing shall be made  
“ contrary to the customs of the manor whereof the same copyhold  
“ tenement is holden; provided also, that proper counterparts or  
“ duplicates of the leases made under the same powers respectively  
“ shall be executed by the respective lessees; provided also, and it  
“ is hereby further agreed and declared, that during the minority  
“ of any person who under the limitations herein-before contained  
“ shall be entitled as tenant in tail male by purchase in possession,  
“ or as tenant in tail by purchase in possession,” the said Charles  
Edmund Ruck Keene and Sir Edward Blackett, “or the survivor of  
“ them, his executors or administrators, or other the trustees or  
“ trustee from time to time of this settlement, shall have and may  
“ exercise the like powers of leasing as are herein-before provided  
“ for the said tenants for life in possession respectively; provided  
“ also, that it shall not be necessary for the validity of any lease  
“ made under any of the powers of leasing herein-before contained  
“ that these presents, or the power under which the lease is made,

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“ should be mentioned or referred to therein, or that the lease  
“ should be expressed to be made in pursuance of any power;  
“ provided also, that any lease granted under any of the said  
“ preceding powers of leasing may be granted in consideration, either  
“ in whole or in part, of the surrender of any then existing lease or  
“ leases, and any allowance in respect of the surrender which the  
“ respective tenant for life so entitled in possession, or the trus-  
“ tees or trustee respectively exercising the power, shall think  
“ reasonable, may be made on account of the surrender; provided  
“ also, that the respective tenant for life so entitled in possession,  
“ or, if none, then the said trustees and trustee, respectively from  
“ time to time entitled to exercise the preceding power of leasing  
“ for building purposes, may lay out and appropriate any parts  
“ of the said estates for building purposes, and for roads and  
“ other open spaces, ways, watercourses, sewers, drains, and  
“ other conveniences, as shall be deemed expedient;” and it is  
by the indenture now in recital secondly witnessed, that, for the  
considerations therein appearing, the said Frederick Lord Calthorpe  
and Frederick Henry William Lord Calthorpe, in pursuance of  
the power given to them by virtue of the surrender and ad-  
mittance next therein-after referred to, and all other powers them  
thereunto enabling, did, by the indenture now in recital, by them  
sealed and delivered in the presence of the two credible persons  
whose names were thereon endorsed as witnesses attesting the same,  
direct, limit, and appoint that the said Charles Edmund Ruck Keene  
and Sir Edward Blackett, their heirs and assigns, should thenceforth  
be seised and possessed of and interested in all those the copyhold  
tenements described in the second schedule to the indenture now in  
recital, to which the said Charles Edmund Ruck Keene and Sir  
Edward Blackett, on the surrender of James Baily, were admitted,  
on the seventh day of July one thousand eight hundred and sixty-  
four, with their appurtenances, upon the trusts and with and subject  
to the powers and provisions therein-after declared of and concerning  
the same; and it is by the indenture now in recital thirdly witnessed,  
that, for the considerations therein appearing the said Frederick  
Lord Calthorpe and Frederick Henry William Lord Calthorpe  
thereby covenanted with the said Charles Edmund Ruck Keene and  
Sir Edward Blackett, their heirs, executors, administrators, and  
assigns, at the expense of the estate, so soon thereafter as con-  
veniently could be, well and effectually to surrender all those the  
several copyhold tenements respectively described in the third  
schedule thereto, and all other, if any, the copyhold tenements,  
except the copyhold tenements described in the second schedule  
thereto, of or to which the said Frederick Lord Calthorpe and

Frederick Henry William Lord Calthorpe, or either of them, were or was seised, possessed, or entitled for an estate of inheritance, at law or in equity, or by custom, and which respectively form part of either of the estates set forth in the said first schedule thereto, and therein respectively described as "the Edgbaston and Birmingham estate," "the Elvetham estate," and "the Blakeney estate," with their and every of their appurtenances, to the use of the said Charles Edmund Ruck Keene and Sir Edward Blackett, their heirs and assigns; and it was thereby further agreed and declared, that the said copyhold tenements described in the second schedule thereto should thenceforth, and the said several other copyhold tenements should when so surrendered, be respectively held by the said Charles Edmund Ruck Keene and Sir Edward Blackett, their heirs and assigns, and the same several other copyhold tenements in the meantime should be held by the present tenants thereof, their heirs and assigns respectively, upon such trusts, and with and subject to such powers and provisions, as would the nearest correspond with the uses, trusts, powers, and provisions therein limited, declared, and contained of and concerning the said freehold estates thereby settled, and should be dealt with and enjoyed accordingly :

And whereas the said Frederick Lord Calthorpe died on the second day of May one thousand eight hundred and sixty-eight, a widower, and upon his death the said Frederick Henry William Lord Calthorpe became Baron Calthorpe, and also tenant for life in possession under the limitations of the said indenture of re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four :

And whereas the said Frederick Henry William Lord Calthorpe and Augustus Cholmondeley Gough Calthorpe are both unmarried :

And whereas the said Somerset John Gough Calthorpe intermarried with his present wife, Eliza Maria Calthorpe (then Eliza Maria Crewe, widow,) on the twenty-eighth day of January one thousand eight hundred and sixty-two, and there are issue of that marriage two sons only, namely, Somerset Frederick Gough Calthorpe, Somerset Arthur Gough Calthorpe, and one daughter only, namely, Leila Mabel Gough Calthorpe, and no more children, and all of such children are under the age of twenty-one years :

And whereas the said Somerset John Gough Calthorpe has not yet appointed any jointure to his said wife or any portions for his children under the powers for these purposes given to him by the said indenture of re-settlement :

And whereas the two last herein-before recited indentures were executed without the knowledge of the local solicitors of the said Frederick Lord Calthorpe, who prepared all the leases of the said

A.D. 1869. Birmingham and Edgbaston estate, and they continued to prepare building leases of the said estate up to the time of the death of the said Frederick Lord Calthorpe, purporting to be made in pursuance of the said recited power contained in the said will of the said Henry Lord Calthorpe, deceased, and under the belief that such power was in existence, and such leases were executed by the said Frederick Lord Calthorpe, and it was not until after his death that the fact of the execution of the said two last herein-before recited indentures became known to the said solicitors :

And whereas none of the said leases so executed by the said Frederick Lord Calthorpe as last aforesaid, and none of the said four leases so executed by the said Frederick Lord Calthorpe, as herein-before mentioned, of the hereditaments comprised in the herein-before recited or mentioned indenture of the twenty-eighth day of June one thousand eight hundred and fifty-three, contain any power of distress, and such leases only contain a power of re-entry on nonpayment of the rents thereby respectively reserved, and on nonperformance of the building covenants therein respectively contained, and in consequence thereof it is apprehended that the same are not valid at law, and are incapable of being confirmed by the said Frederick Henry William Lord Calthorpe, in consequence of the power in the said re-settlement not enabling him to grant leases without a power of distress, and a power of re-entry on non-performance and nonobservance of all the covenants to be contained in such leases :

And whereas the leases so executed by the said Frederick Lord Calthorpe are specified in the first schedule to this Act, the several leases specified in the first part of the said first schedule having been delivered over to the several lessees, and counterparts thereof having been executed by them, and delivered to the said solicitors of the said Frederick Lord Calthorpe, and the several leases specified in the second part of the said first schedule having been executed by the said Frederick Lord Calthorpe, but remaining in the hands of the said solicitors, in consequence of doubts having been entertained since the death of the said Frederick Lord Calthorpe of the validity thereof, and the counterparts thereof not having been delivered to him or his said solicitors :

And whereas the said Frederick Henry William Lord Calthorpe, Augustus Cholmondeley Gough Calthorpe, and Somerset John Gough Calthorpe are desirous, and it is just to the lessees and under-lessees and other persons interested in the said leases so granted by the said Frederick Lord Calthorpe, and specified in the said first schedule to this Act, that the respective terms granted by the said leases respectively should be legal terms, and all doubts



with respect to the validity of such leases should be removed, and it is just to the reversioners that their rights and remedies should be effectual at law, and in order thereto that the said leases should be confirmed, and made valid and effectual as from the respective times of the making thereof respectively : A.D. 1869.

And whereas it is expedient that the restrictions in the said powers of leasing contained in the said indenture of re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four, which require that powers of distress and entry should be reserved in every lease for recovery of the rents and performance and observance of the covenants respectively reserved and contained by and in the said leases respectively, should be modified, so that the same may in that respect conform to the restrictions contained in the powers of leasing contained in the said will of the said Henry Lord Calthorpe :

And whereas by an order made by his Honour the Vice Chancellor Sir Richard Malins, dated the twenty-fourth day of March one thousand eight hundred and sixty-nine, and made in a cause wherein the said Frederick Henry William Lord Calthorpe was plaintiff, and the said Augustus Cholmondeley Gough Calthorpe, Somerset John Gough Calthorpe, and Somerset Frederick Gough Calthorpe, and Somerset Arthur Gough Calthorpe, infants, by Somerset John Gough Calthorpe, their guardian, the Reverend Charles Edmund Ruck Keene, Clerk, and Sir Edward Blackett, Baronet, were the defendants, upon the petition of the plaintiff, the Court being of opinion that it was fit and proper, and for the benefit of all persons interested in the inheritance of the hereditaments comprised in the said re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four, that an application should be made to Parliament for a private Act to confirm the existing leases executed as in the petition mentioned by Frederick Lord Calthorpe, deceased, being the leases specified in the first schedule to this Act, and to authorize the granting of future leases without the reservation of a power of distress for the nonpayment of the rents to be reserved, or a power of re-entry for nonperformance or nonobservance of the covenants to be contained in the leases, or any further restriction than is imposed by the powers of leasing contained in the will of the said Henry Lord Calthorpe, deceased, did order that the said Frederick Henry William Lord Calthorpe, as tenant for life, be at liberty to apply to Parliament for such Act, and that the draft of such Act be settled by the Judge, and that proper provisions be inserted therein for charging the costs and expenses (to be taxed as between solicitor and client), attending the application for the said Act, and of all parties to the said cause (including

Order, dated  
24th March  
1869.

A.D. 1869. the costs of and consequent upon that application), upon the hereditaments comprised in the said re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four, and for raising the same thereout by means of a term to be limited to the trustees of the said settlement, or other proper persons in the said hereditaments or otherwise, and it was ordered, that the said trustees be at liberty to assent to the said Bill before Parliament :

And whereas by a certificate of the chief clerk of the Vice Chancellor Sir Richard Malins, dated the first day of May one thousand eight hundred and sixty-nine, it is certified, that a draft of a Bill (being the Bill for this Act, and which draft is identified by the signature of the said chief clerk in the margin thereof), has been settled and approved by the Judge pursuant to the said order, the several instruments, statements, facts, and events recited in the preamble of such draft before the recital of the said certificate having been first proved in the said cause, and such certificate has been duly approved by the said Judge, and filed in the Report Office of the Court of Chancery :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

Therefore Your Majesty's most dutiful and loyal subjects, the said Frederick Henry William Lord Calthorpe, Augustus Cholmondeley Gough Calthorpe, and Somerset John Gough Calthorpe do most humbly beseech Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows ; (that is to say,)

Short title.

1. This Act may for all purposes be cited as " Lord Calthorpe's Leasing Act, 1869."

Leases specified in the first schedule confirmed.

Proviso.

2. The several leases specified in the first schedule to this Act, and which were executed by the said Frederick Lord Calthorpe, deceased, are by this Act confirmed and made valid and effectual to all intents whatsoever, as from the time of the making of the same respectively : Provided always, that no lessee or lessees under any of the leases specified in the first schedule to this Act, his or their executors, administrators, or assigns, shall be bound by the provisions of this Act, until he or they shall have signed a memorandum of confirmation in writing in manner in this Act mentioned.

Terms granted by the leases confirmed by this Act

3. The several terms of years purporting to be granted by the leases confirmed by this Act respectively shall by virtue of this Act be legal terms as from the commencement thereof respectively, and the exceptions, reservations, covenants, conditions, powers, and

provisoes made by and contained in those leases respectively shall be valid and effectual at law as well as in equity, and the several rents reserved by those leases respectively shall be incident to the immediate reversion, and the lessees thereunder, their executors, administrators, and assigns, and every of them respectively, and the reversioners, their heirs, executors, administrators, and assigns, and every of them respectively, shall have the same or the like powers, authorities, rights, and remedies, at law as well as in equity, as if those leases had been made expressly in pursuance of the powers of leasing contained in the indenture of re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four, and as if those powers had not required the reservation of powers of distress for the recovery of the rents reserved in the leases respectively, or powers of distress and entry for the performance and observance of the covenants contained in the leases respectively.

A.D. 1869.

to be legal terms.

4. The confirmation shall be by a memorandum in writing endorsed on or annexed to the lease to be confirmed and the counterpart thereof respectively, and the memorandum of confirmation shall be in the form set forth in the second schedule to this Act, or as near thereto as is found convenient, and shall be signed by the lessee, his executors, administrators, or assigns, and by the person or persons for the time being entitled to grant leases under the powers of leasing contained in the said indenture of re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four, or by some person or persons otherwise capable of confirming the lease.

Mode of confirmation.

5. Any memorandum endorsed on or annexed to any lease specified in the first schedule to this Act, or the counterpart thereof, purporting to be a memorandum of confirmation, as provided by this Act, and signed by the lessee or lessees, his, her, or their executors, administrators, or assigns, and by the person or persons for the time being entitled to grant leases, under the powers of leasing contained in the said indenture of re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four, or the person or persons otherwise capable of confirming the lease, shall of itself be, both at law and in equity, evidence, to all intents and purposes, that the lease to which it relates is confirmed by this Act.

Memorandum of confirmation to be evidence of confirmation of lease.

6. The several powers of leasing contained in the said indenture of re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four shall, after the passing of this Act, be read as if the reservation of a power of distress for the recovery of the rents, and of powers of distress and entry for the performance and

Modification of leasing powers in re-settlement of 18th July 1864.

A.D. 1869.

observance of the covenants respectively, reserved and contained by and in the leases to be granted under the said powers respectively, were not required by the same powers, and after the passing of this Act it shall not be necessary to make any such reservation in any leases to be granted under the said powers or any of them.

Costs of  
this Act.

7. The costs, charges, and expenses of preparing and obtaining this Act, and preliminary or incidental thereto respectively, and of raising the money hereby made raiseable, including the costs of all parties as between solicitor and client of the said suit, and of the said order and certificate, and the order to be obtained as hereinafter mentioned, shall be borne and paid by the estates comprised in the said indenture of re-settlement of the eighteenth day of July one thousand eight hundred and sixty-four, and the same shall be raised by sale or mortgage of such part of such estates as by any order or orders of the Vice Chancellor Malins, or his successor, made at chambers, shall be in that behalf authorized; and the conveyance or mortgage shall be executed by such person or persons, and the purchase or mortgage money received by such person or persons, as the Judge shall direct; and such conveyance or mortgage, so executed, shall be as effectual as if the persons executing the same were absolute owners of the hereditaments comprised therein; but this provision is not to operate as a charge on any other part of the settled estates than such as may have been by such order or orders as aforesaid authorized to be sold or mortgaged.

General  
saving.

8. 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 the persons by this Act expressly excepted out of this general saving,) all such estate, right, title, interest, claim, and demand whatsoever, of, in, to, or out of the manors, lands, and hereditaments now or hereafter to become subject to the uses of the said indenture of re-settlement, or any part or parts thereof, as they or any of them had before the passing of this Act, or would, could, or might enjoy if this Act were not passed.

Persons  
excepted  
from general  
saving  
clause, and  
accordingly  
bound by  
this Act.

9. The following persons are excepted out of the general saving clause in this Act contained, and they accordingly are the only persons bound by this Act; that is to say, the said Frederick Henry William Lord Calthorpe, Augustus Cholmondeley Gough Calthorpe, Somerset John Gough Calthorpe, Somerset Frederick Gough Calthorpe, Somerset Arthur Gough Calthorpe, Charles Edmund Ruck Keene, and Sir Edward Blackett, and all other persons claiming or to claim under or by virtue of the said indenture of

re-settlement of the eighteenth day of June one thousand eight hundred and sixty-four, and all persons legally and beneficially interested in any lease confirmed by this Act after the same shall have been confirmed, and their respective executors, administrators, and assigns. A.D. 1869.

10. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorized to print the statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others. Act as printed by Queen's printers to be evidence.

## The SCHEDULES referred to in the foregoing Act.

## THE FIRST SCHEDULE.

*Leases confirmed by the foregoing Act.*

## PART I.

Date of Lease.	Name of Lessee.	Term.	Yearly Rent reserved.		
			£	s.	d.
23 April 1857	Michael Elmore - -	99 years from 25 March 1857	13	9	6
17 May 1860 -	Charles Edwin Flavell - -	99 years from 25 March 1860	11	0	0
17 May 1860 -	Henry Richard Yeoville Thomason.	99 years from 25 March 1860	16	13	0
15 Oct. 1862 -	William Partridge - -	99 years from 29 Sept. 1862 -	12	18	6
26 Aug. 1864 -	Thomas Sheppard - -	96 years from 25 March 1861	26	8	0
26 Aug. 1864 -	James Humphries - -	99 years from 25 March 1862	3	11	0
20 April 1865	William Edward Cooper - -	99 years from 25 March 1865	24	18	8
20 April 1865	Charles Horton Williams - -	99 years from 25 March 1865	9	13	0
20 April 1865	James Humphries - -	99 years from 25 March 1864	17	15	8
21 April 1865	Henry Eagles - -	99 years from 25 March 1865	13	10	4
2 May 1865 -	John Hulston - -	99 years from 29 Sept. 1864 -	14	4	0
3 May 1865 -	William Henry Davis - -	99 years from 25 March 1864	11	14	8
3 May 1865 -	Joseph Twist - -	99 years from 25 March 1864	8	12	0
3 May 1865 -	William Henry Dixon - -	99 years from 29 Sept. 1864 -	45	16	0
3 May 1865 -	John Marsh - -	99 years from 29 Sept. 1864 -	15	5	4
12 May 1865 -	Joseph Pointon - -	99 years from 25 March 1865	9	12	8
21 April 1865	John Hulston - -	99 years from 29 Sept. 1864 -	22	8	0
21 April 1865	John Richard Cromwell Taunton.	99 years from 25 March 1865	23	0	0
21 April 1865	Edwin Parry - -	99 years from 25 March 1865	13	1	6
6 July 1865 -	John Welchman Whateley - -	21 years from 25 March 1853	280	0	0
21 Aug. 1865 -	George Hollis - -	99 years from 25 March 1865	8	17	6
22 Aug. 1865 -	William Grove - -	99 years from 25 March 1865	10	11	0
25 Aug. 1865 -	William Grove - -	99 years from 25 March 1865	10	8	8
25 Aug. 1865 -	John Hulston - -	99 years from 25 March 1865	18	7	4
12 Sept. 1865 -	William Rogers - -	99 years from 25 March 1865	20	3	10
3 Nov. 1865 -	William Holmes - -	99 years from 29 Sept. 1865 -	7	11	6
3 Nov. 1865 -	Thomas Bassett - -	99 years from 29 Sept. 1865 -	7	6	6
8 Nov. 1865 -	Joseph Pointon - -	99 years from 29 Sept. 1865 -	9	12	2
9 Nov. 1865 -	William Franks Beale - -	99 years from 29 Sept. 1865 -	5	14	2
13 Nov. 1865 -	Thomas Slann - -	99 years from 29 Sept. 1865 -	12	1	0
23 Nov. 1865 -	Thomas Osborn - -	99 years from 29 Sept. 1865 -	23	11	4
23 Nov. 1865 -	Thomas Osborn - -	99 years from 29 Sept. 1865 -	26	2	2
23 Nov. 1865 -	Thomas Osborn - -	99 years from 29 Sept. 1865 -	19	10	6
26 Feb. 1866 -	William Rogers - -	99 years from 25 March 1865	23	9	6
27 Feb. 1866 -	William Rogers - -	99 years from 25 March 1865	14	7	0
28 Feb. 1866 -	William Rogers - -	99 years from 25 March 1865	20	17	4
19 March 1866	Thomas Williamson - -	99 years from 25 March 1865	10	3	2
20 March 1866	Thomas Williamson - -	99 years from 25 March 1865	9	13	6
21 March 1866	Thomas Williamson - -	99 years from 25 March 1865	7	7	8
13 June 1866 -	Samuel Briggs - -	99 years from 25 March 1863	17	18	4
14 June 1866 -	Samuel Briggs - -	99 years from 25 March 1863	17	0	6
15 June 1866 -	Samuel Briggs - -	99 years from 25 March 1863	13	8	2

Date of Lease.	Name of Lessee.	Term.	Yearly Rent reserved.
			£ s. d.
16 June 1866 -	Samuel Briggs - - -	99 years from 25 March 1863	25 16 8
5 Dec. 1866 -	William Chapman - - -	21 years from 29 Sept. 1866 -	37 0 0
5 Dec. 1866 -	Frederic Major Mole - - -	99 years from 29 Sept. 1866 -	15 1 8
6 Dec. 1866 -	William Rogers - - -	99 years from 25 March 1865	18 9 6
7 Dec. 1866 -	John Arter - - -	99 years from 29 Sept. 1866 -	9 5 6
18 Dec. 1866 -	Henry Heal - - -	99 years from 29 Sept. 1866 -	16 8 0
18 Dec. 1866 -	John Wilde - - -	99 years from 29 Sept. 1866 -	7 13 6
4 Jan. 1867 -	William Jenkins - - -	99 years from 29 Sept. 1866 -	19 10 0
8 April 1867 -	Joseph Hewitt - - -	99 years from 25 March 1867	15 8 6
30 April 1867	William May Humphries - - -	99 years from 25 March 1867	12 12 0
1 May 1867 -	James Prosser - - -	99 years from 25 March 1867	5 16 6
5 June 1867 -	James Prosser - - -	99 years from 25 March 1867	5 10 6
7 June 1867 -	Samuel Danks - - -	72 years from 25 March 1867	6 0 0
9 July 1867 -	Robert Hodges - - -	99 years from 25 March 1867	6 9 0
15 July 1867 -	George Hatton - - -	99 years from 25 March 1867	8 9 0
18 July 1867 -	Edward Baker - - -	99 years from 25 March 1867	10 1 0
22 July 1867 -	Francis Williams - - -	99 years from 25 March 1867	9 6 6
26 Nov. 1867 -	John Arter - - -	99 years from 29 Sept. 1867 -	8 7 0
18 Jan. 1868 -	Benjamin Goodhead - - -	99 years from 29 Sept. 1867 -	8 16 2
18 Jan. 1868 -	James Dearden Wilde - - -	99 years from 29 Sept. 1867 -	9 18 0

## PART II.

Date of Lease.	Name of Lessee.	Term.	Yearly Rent reserved.
			£ s. d.
5 May 1865 -	Richard Hartland Vertegans - - -	99 years from 25 March 1865	44 13 0
12 May 1865 -	Edward Suckling - - -	99 years from 25 March 1865	25 6 6
26 Aug. 1865 -	Josiah Smallwood - - -	99 years from 25 March 1865	8 0 0
7 Feb. 1866 -	Edward Henry Collis - - -	99 years from 25 March 1865	120 0 0
28 Feb. 1866 -	Josiah Smallwood - - -	99 years from 29 Sept. 1865 -	19 4 8
31 July 1866 -	Josiah Smallwood - - -	99 years from 25 March 1866	17 13 4
1 Aug. 1866 -	Josiah Smallwood - - -	99 years from 25 March 1866	13 18 2
1 Aug. 1866 -	Thomas Smith } and } Frederick Inns }	99 years from 25 March 1866	5 6 0
2 Aug. 1866 -	Josiah Smallwood - - -	99 years from 25 March 1866	17 6 0
28 Nov. 1866 -	William Benjamin Smith - - -	99 years from 25 March 1866	14 9 8
30 Nov. 1866 -	William Benjamin Smith - - -	99 years from 25 March 1866	25 10 0
3 Dec. 1866 -	William Benjamin Smith - - -	99 years from 25 March 1866	24 0 0
4 Dec. 1866 -	William Benjamin Smith - - -	99 years from 25 March 1866	12 0 0
5 Dec. 1866 -	William Benjamin Smith - - -	99 years from 25 March 1866	26 0 0
4 Jan. 1867 -	Samuel Hinley - - -	99 years from 29 Sept. 1866 -	27 11 0
31 Jan. 1867 -	Samuel Birbeck - - -	99 years from 29 Sept. 1866 -	7 14 0
17 April 1867	William Hooper - - -	99 years from 25 March 1867	9 17 6
4 June 1867 -	James Prosser - - -	99 years from 25 March 1867	5 10 6
10 July 1867 -	Hugh M'Clelland - - -	99 years from 25 March 1867	20 6 0
24 July 1867 -	John Bigford - - -	99 years from 25 March 1867	7 1 8
23 Nov. 1867 -	James Prosser - - -	99 years from 29 Sept. 1867 -	4 14 8
25 Nov. 1867 -	James Prosser - - -	99 years from 29 Sept. 1867 -	4 14 4
28 Nov. 1867 -	James Prosser - - -	99 years from 29 Sept. 1867 -	4 16 10
29 Nov. 1867 -	James Prosser - - -	99 years from 29 Sept. 1867 -	4 15 10
24 Jan. 1868 -	John Peakman - - -	99 years from 29 Sept. 1867 -	11 0 6
29 Jan. 1868 -	Stephen Potter - - -	86 years from 29 Sept. 1867 -	22 0 0

A.D. 1869.

## THE SECOND SCHEDULE.

## FORM OF MEMORANDUM OF CONFIRMATION OF LEASE:

*Memorandum.*Memo-  
randum.

The term of years purporting to be granted by the within written indenture [*or* the indenture of lease to which this memorandum is annexed] is hereby confirmed by [*A.B.* of, &c.], the person [*or* persons] for the time being entitled to grant leases under the powers of leasing contained in the re-settlement of Lord Calthorpe's estates, dated the eighteenth day of July one thousand eight hundred and sixty-four [*or if by a person or persons otherwise capable of confirming the lease, here state the estate or power enabling such person or persons to confirm the lease*], on the acceptance of the undersigned [*C.D.* of, &c., *or C.D.* of, &c., and *E.F.* of, &c.], the person [*or* persons] in whom the said term would be vested at law if the same were a valid term, and by virtue of "Lord Calthorpe's Leasing Act, 1869."

As witness our hands this  
one thousand eight hundred

day of

Signed *A.B.**C.D.*[*or C.D.* and *E.F.*]