



## CHAP. 9.

An Act to authorise the granting of Building and Improvement Leases of the Estates in the county of Sussex devised by the will of William Stanford, Esquire ; and for other purposes. A.D. 1871.  
[16th August 1871.]

WHEREAS William Stanford, late of Preston Place in the county of Sussex, Esquire, duly made his will bearing date the tenth day of December one thousand eight hundred and fifty-two, and thereby appointed Avery Roberts, of Hurstpierpoint in the county of Sussex, Doctor of Medicine, William Tanner, of Patcham in the said county, Esquire, and his brother, Edward Stanford, executors and trustees of his said will ; and after confirming the settlement made on his marriage he directed his executors to pay to the Trustees of such settlement the sum of twenty thousand pounds which he by the said settlement had covenanted should upon his decease be paid to them upon the trusts thereof, and after making certain specific and pecuniary legacies, and directing that all the aforesaid legacies should be paid clear of legacy duty within six calendar months after his decease, and that the same and also his debts, including the said payment to the Trustees of his marriage settlement and his funeral and testamentary expenses, should be paid out of his personal estate, and directing and empowering the said Avery Roberts, William Tanner, and Edward Stanford, or the survivors or survivor of them, or the executors or administrators of such survivor, to appoint or demise to the trustees of the Brighton Training School for Governesses in consideration of the sum of one thousand pounds, and at the yearly rent of one pound, one acre of land in the Raddingdeanlaine which had been stumped out for that purpose, for the term of ninety-nine years, with a covenant or power to renew the said lease for a further term of ninety-nine years, and directing that in case the said trustees should erect or cause to be erected on the said piece of land a proper and substantial building for the said training school, his executors should

Will of  
William  
Stanford,  
Esq.

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according to seniority, in tail general; with remainder to the use of his second and every subsequent daughter and their issue in succession, so that every elder of such daughters and her issue might be preferred to every younger of such daughters and her issue, and so that each of such daughters and her issue might take the same estates, and in the same order and manner in every respect as were therein-before limited to and concerning his said daughter, Ellen Stanford, and her issue; with remainder to the use of his brother, the said Edward Stanford, for his life, without impeachment of waste; with remainder to the use of the first and every subsequent son of the said Edward Stanford born in the said testator's lifetime and their issue, for the same estates and in the same order and manner in every respect as were therein-before limited to and concerning the said testator's first and every subsequent son and their issue; with remainder to the use of the first and every subsequent son of the said Edward Stanford born after the said testator's decease, for the same estates and in the same order and manner in every respect as were therein-before limited to and concerning the first and every subsequent son of the said testator's eldest son; with remainder to the use of the first and every subsequent daughter of the said Edward Stanford born in the said testator's lifetime and their issue, for the same estates and in the same order and manner in every respect as were therein-before limited to and concerning the said testator's first and every subsequent daughter and their issue; with remainder to the use of the first and every subsequent daughter of the said Edward Stanford born after the said testator's decease, for the same estates and in the same order and manner in every respect as were therein-before limited to and concerning the first and every subsequent daughter of the said testator's eldest son; with remainder to the use of the said testator's wife Eleanor Montagu for her life, without impeachment of waste; with remainder to the use of her issue by any subsequent marriage, for the same estates and in the same order and manner in every respect as were therein-before limited to and concerning the issue of the said testator's eldest son; with remainder to the use of the said testator's cousin, Thomas Tourle, the eldest son of Thomas Tourle, late of Landport near Lewes, Esquire, deceased, and his issue, for the same estates and in the same order and manner in every respect as were therein-before limited to and concerning the said Edward Stanford and his issue; with remainder to the use of the said testator's cousin, John Joseph Tourle (in the said will called John Tourle), the second son of the said Thomas Tourle, deceased, and his issue, for the same estates and in the same order and manner in every respect as were therein-before limited to

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and concerning the said Edward Stanford and his issue; with remainder to the use of the first and every subsequent daughter of the said Thomas Tourle, deceased, and their issue, for the same estates and in the same order and manner in every respect as were therein-before limited to and concerning the said testator's first and every subsequent daughter and their issue; with remainder to the use of the said testator's own right heirs for ever: And for the purpose of preserving the contingent remainders therein-before created from being destroyed, the said testator gave, devised, and appointed the hereditaments thereby limited to any person during the term of his or her natural life, immediately after the determination of that estate by forfeiture or otherwise during his or her respective lifetime, unto and to the use of the said Avery Roberts, William Tanner, and Edward Stanford, and their executors and administrators, during the life of the tenant for life whose estate should be so determined, in trust for him or her, and by the usual means to preserve contingent remainders expectant or depending thereupon from being destroyed; and he declared that the said term of one thousand years therein-before limited to the said John Hamlin Smith and William John Williams was so limited to them upon trust in the first place for securing to his said wife the said rentcharge of one thousand pounds therein-before limited to her as aforesaid, and to provide for the repairs of Preston House, stables, and buildings during her occupancy thereof under the provisions of that his will, and for that purpose, when and so often as the said rentcharge should be in arrear for thirty days, or the said house, stables, and buildings should require repair, out of the rents and profits of the hereditaments comprised in the said term, or by charging or otherwise assuring, but not by selling the same hereditaments, or any part thereof, to raise and satisfy the arrears of the said rentcharge and the expenses of repairing the said house and premises, with all incidental costs and expenses, and subject to the trusts aforesaid, upon trust to raise portions for younger children (if any) of the said testator, which last-mentioned trusts have failed by reason of there being no such younger child; and the said testator declared, that when the trusts of the said term of one thousand years should be satisfied or become unnecessary the same should cease; and the said testator declared, that the rentcharge and the life estate therein-before given to his said wife should, during any coverture, be for her sole and separate use free from the control, debts, and engagements of any future husband, and that she should have no power to alien or anticipate the same respectively, or any part thereof respectively; and after a minority clause, and a power enabling every male tenant for life, under the limitations therein contained, whether entitled in posses-

sion or not, by deed or by will to appoint (but without prejudice to any prior subsisting uses or powers) to or in favour of any and every woman whom he should marry or have married, a yearly rentcharge not exceeding in the whole the sum of five hundred pounds, to be issuing out of his said estates and hereditaments, with the usual powers and remedies, by distress and entry, for securing the payment thereof; and also to limit the hereditaments so charged to a trustee or trustees for a term of years, to commence from the decease of such tenant for life, without impeachment of waste, upon proper trusts for securing the appointed yearly rentcharge; and, subject to a proviso for cesser, the said testator declared that it should be lawful for every female tenant for life under the limitations therein contained, whether entitled in possession or not, and whether in contemplation of marriage or after marriage, by deed, revocable or irrevocable, executed by her in the presence of and attested by one or more witness or witnesses, or by her will or any testamentary writing legally executed, to appoint (but without prejudice to any prior subsisting uses or powers) to or in favour of any husband whom she should marry or have married, any yearly rentcharge not exceeding the yearly sum of one thousand pounds, to be issuing out of his said hereditaments or any part thereof, and to be payable during his life, with such powers and remedies for securing the same rentcharge as were authorised to be created by the power of appointing jointures therein-before contained, such yearly rentcharge to commence from the decease of the appointor; but no yearly rentcharge to be appointed under that power should take effect as an actual charge unless the appointor should be or afterwards become entitled in possession to the said hereditaments, or would, if living, have been so entitled under the limitations therein contained; and if the said hereditaments would under that power be liable at one time to the payment of a larger yearly sum in the whole than one thousand pounds, then the posterior charge or charges should not take effect, or should only partially take effect in possession until the amount of the previous charge should cease or be diminished so as to limit the existing annual burthen to the sum lastly specified; and the said testator thereby also provided that it should be lawful for every tenant for life under the limitations therein contained, whether entitled in possession or not, by deed, revocable or irrevocable, to be executed in the presence of and attested by one or more witness or witnesses, or by his or her last will or any testamentary writing legally executed, to appoint (but without prejudice to any jointure or rentcharge to be limited to the wife or husband of such tenant for life) his said hereditaments, or any other part thereof, to any trustee or trustees for any

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vivor of them, and the executors or administrators of such survivor, during the minority of any such tenant for life, or during the minority of any tenant in tail, by any deed or instrument in writing, to be sealed and delivered by him, her, or them, and attested by one or more witness or witnesses, to appoint, by way of lease, all or any part of the said estates and hereditaments (except Preston House and pleasure grounds and premises, and the several fields and inclosures therein-before excepted from the power to lease for twenty-one years) to any person or persons who should improve or covenant or agree to improve the same by erecting or building thereupon any new house or new erection, or to rebuild or repair any of the messuages, erections, and buildings whatsoever which then were or which thereafter should be upon the said estates and hereditaments so appointed by way of lease, or any part thereof, or who should expend or covenant to expend any sum of money in the improvement or amendment thereof respectively which the person or persons making such appointments by way of lease should think adequate to the interest to be departed with for any term of years not exceeding ninety-nine years, at such rent or upon such terms and conditions as should be thought reasonable, and without taking any fine or foregift for the making thereof beyond such covenants or agreements as aforesaid, but so that the lessee execute a counterpart of the appointment so to be made to him by way of lease as aforesaid, and be not thereby exempted from punishment for committing waste further than should be necessary for making or effecting the buildings or improvements thereby covenanted or agreed to be made; and after giving powers to grant licenses to demise copyhold hereditaments, to cut timber, and to authorise persons to dig materials for making bricks, tiles, or earthen pipes or wares, and to remove and dispose of the same, the said testator provided that it should be lawful for the said Avery Roberts, William Tanner, and Edward Stanford, or the survivors or survivor of them, his executors or administrators, with the consent in writing of the person or persons for the time being then entitled in possession under the limitations therein contained for an estate for life or in tail, if such person or persons respectively should be of full age, but if such person or persons respectively should be under age then during the minority or respective minorities of such person or persons respectively, for the said Avery Roberts, William Tanner, and Edward Stanford, or the survivors or the survivor of them, his executors or administrators, or other the trustees for the time being of that his will, to sell his said hereditaments or any part thereof (except Preston House and pleasure grounds and premises, and the several fields and inclosures therein-before excepted from the power of leasing for

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under the age of twenty-one years without leaving issue in tail living at his or her decease, and should, until the same money should be so laid out as aforesaid, invest the same in or upon the public stocks, funds, or securities of the United Kingdom, or real or leasehold securities in England or Wales, in the names or name of the said Avery Roberts, William Tanner, and Edward Stanford, or the survivors or survivor of them, his executors or administrators, and vary the investment from time to time for any other stocks, funds, or securities of the like nature; and he declared that the income of such investment should follow the dispositions to which the rents of the hereditaments directed to be purchased therewith would if such purchase were then made be subject, but he directed that no such purchase or investment as aforesaid should be made while there should be any person entitled as beneficial tenant for life or tenant in tail in possession under the limitations therein contained, and of the age of twenty-one years, without the previous consent in writing of such person; and the said testator declared that every person having a surname or arms different from the surname or arms therein-after required to be used, who should become entitled as beneficial tenant for life or in tail in possession under the limitations therein contained, and should not be a married woman, or who should marry any female becoming so entitled otherwise than for her separate use, should, as to every such tenant, within eighteen calendar months after he or she should become entitled in possession, if of the age of twenty-one years, or if not, within eighteen calendar months after attaining that age, and as to every such husband, within eighteen calendar months after his wife should become entitled in possession or be married to him, whichever should last happen, endeavour to obtain an Act of Parliament or license from the Crown authorising such person to assume and use his surname of Stanford, either alone or in addition to his or her usual surname (but so that the name of Stanford should be the last and principal surname), and the arms of Stanford quartered with his or her family arms, and should on obtaining such Act or license assume and thenceforth use the same surname and arms accordingly, and that in case of neglect or refusal to comply with all or any of the requisitions contained in that proviso the estate or estates thereby limited for the life of the person who or whose husband should be guilty of such neglect or refusal should cease, and the subsequent limitations be accelerated, yet so that if all or any of the uses limited to the issue of a tenant for life whose estate should so cease should be contingent a limitation to the use of the said Avery Roberts, William Tanner, and Edward Stanford, their executors and administrators, for the life of such tenant,

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twenty-one years, without leaving issue in tail living at his or her death, to or in favour of the person or persons entitled under the ulterior limitations according to the tenor of such limitations; and the said testator bequeathed all the rest, residue, and remainder of his goods, chattels, and personal estate unto the said Avery Roberts, William Tanner, and Edward Stanford, their executors and administrators, upon trust to convert, collect, and get in the same, and to dispose of the moneys to arise therefrom in manner therein-before directed concerning the moneys to arise from the sales to be made under the power of sale therein-before contained; and he authorised the Trustee or Trustees for the time being of such residue to permit the same or any part thereof to remain outstanding upon securities or otherwise for such period as they or he should think fit, and he declared that the yearly produce of his said personal estates for the time being outstanding (whether such produce were more or less than such estate, if invested pursuant to the trust aforesaid, would have yielded) should be deemed the income thereof and be applied as such conformably to the destination of the rents and profits of the hereditaments directed to be purchased with the moneys arising from his personal estate; and he appointed all the trust property mentioned and comprised in his said marriage settlement, and over which he had the power of appointment (subject to the interest of his said wife therein), to the said Avery Roberts, William Tanner, and Edward Stanford, their executors and administrators, to be received and applied by them in manner therein-before directed concerning the moneys to arise from the sales to be made under the power of sale therein-before contained; and after a provision as to the occupancy of the said testator's mansion house at Preston, called Preston Place, and the gardens, pleasure grounds, stables, and buildings connected therewith, by the said testator's wife during such time as therein mentioned, powers for the Trustees to compromise and compound and to refer matters in difference, to give receipts, to pay money for maintenance to the guardians of infants, and to appoint new trustees and a devise of trust and mortgaged estates, the said testator declared that the powers and discretions therein-before vested in the Trustees therein-before named should be exerciseable by the Trustees or Trustee for the time being of that his will:

And whereas the said testator duly made a codicil to his said will, which codicil bore date the second day of April one thousand eight hundred and fifty-three, but such codicil did not in any manner affect his, the said testator's, real estates:

And whereas the said testator died on the eleventh day of April one thousand eight hundred and fifty-three without having revoked or altered his said will, except by the said codicil, and without having

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Codicil to the will of the said William Stanford.

Death of the testator and probate of his will and codicil.

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revoked or altered the said codicil, and on the twelfth day of May one thousand eight hundred and fifty-three the said will and codicil were duly proved by the said Avery Roberts, William Tanner, and Edward Stanford in the Prerogative Court of the Archbishop of Canterbury :

Ellen Stanford only issue of testator.

And whereas the said testator left his said daughter, Ellen Stanford, his only issue him surviving and his heiress-at-law :

Marriage of Eleanor M. Stanford with G. V. Macdonald.

And whereas the said testator's said wife, Eleanor Montagu Stanford, in the year one thousand eight hundred and fifty-four intermarried with George Varnham Macdonald :

Decree in the suit of Stanford versus Roberts for administration of the testator's estate.

And whereas by a decree of the High Court of Chancery made in a cause wherein the said Ellen Stanford, then an infant, by George Cobb, her next friend, was plaintiff, and the said Avery Roberts, William Tanner, Edward Stanford, George Varnham Macdonald, and Eleanor Montagu Macdonald were defendants, and dated the first day of July one thousand eight hundred and fifty-four, the usual decree in a suit for the administration of real and personal estate was made for the administration of the real and personal estate of the said testator :

Order on further consideration in Stanford versus Roberts.

And whereas an order of the said court, bearing date the fourteenth day of July one thousand eight hundred and fifty-five, was made in the said suit on the same being heard on further consideration, directing (among other things) the formation of a capital account, and directing the Trustees of the said will to exercise the power of sale contained in such will with the approbation of the court, and to pay the purchase money to the credit of the said capital account :

Sale of part of devised estates.

And whereas portions of the said testator's real estates have been sold, and the purchase money for the parts so sold were paid into the credit of the said capital account :

Order of Lord Justice Lord Cairns sanctioning settlement on marriage of Ellen Stanford with Vere Fane Benett.

And whereas by an order of the said court, dated the twenty-ninth day of July one thousand eight hundred and sixty-seven, and made by his Lordship the Lord Justice Lord Cairns in the said suit of Stanford v. Roberts, and in a suit of Stanford v. Mortimer (being a suit for the execution of the trusts of the marriage settlement of the said testator), and in the matter of an Act of Parliament made and passed in the eighteenth and nineteenth years of the reign of Her present Majesty, intituled "An Act to enable infants, with the approbation of the court, to make binding settlements of their real and personal estate in marriage," it was ordered that Vere Fane Benett, who had made an offer of marriage to the said Ellen Stanford, and whose proposal to marry the said Ellen Stanford was thereby approved, should be at liberty to lay proposals before the judge at chambers for proper settlements previous to the said

marriage, and that the said Ellen Stanford be at liberty, upon or in contemplation of her marriage with the said Vere Fane Benett, to execute such settlements when approved by the judge accordingly, and that upon the execution of such settlements by such parties thereto as the said judge should direct, the said Vere Fane Benett and Ellen Stanford should be at liberty to intermarry :

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And whereas by an indenture bearing date the twenty-sixth day of September one thousand eight hundred and sixty-seven, and made between the said Ellen Stanford of the first part, the said Vere Fane Benett of the second part, Percy Mansfield Morris, Marmaduke Robert Jeffreys, and Henry Arthur Fane, of the third part, Alfred Seymour and Charles Forbes of the fourth part, and William Willatts, the younger, and the said George Varnham Macdonald, of the fifth part, which indenture was settled and approved by the Vice Chancellor Sir Richard Malins as a proper settlement to be executed in pursuance of the herein-before recited order of the twenty-ninth day of July one thousand eight hundred and sixty-seven, as appears by the signature of the chief clerk written in the margin of the last skin thereof, the said Ellen Stanford, with the sanction and approbation of the said court as aforesaid, and in consideration of the said intended marriage, and in exercise of the power for that purpose by the said will of the said testator given as herein-before is mentioned, did appoint to and to the use of the said Vere Fane Benett and his assigns for his life (in case the said intended marriage should take place and he should survive her the said Ellen Stanford) one yearly rentcharge of one thousand pounds, to be charged upon and issuing out of all and singular the manors, messuages, lands, tenements, and hereditaments so as aforesaid devised by the said will of the said testator, and the manors, messuages, lands, tenements, and hereditaments purchased and to be purchased or taken and conveyed in exchange under the trusts or direction in that behalf contained in the said will, except such part or parts thereof respectively as might have been sold or exchanged under any of the powers in the said will contained or otherwise, and all the moneys, stocks, funds, and securities which were under or by virtue of the said will held upon trust and subject to be invested in the purchase of lands to be settled to the same uses, whether such moneys and premises arose from accumulations of rents, or from personal estate, or from the sale of hereditaments devised by the said will, or otherwise, and the rents and profits, dividends, and income thereof respectively, and to be considered as accruing from day to day, but to be payable by equal quarterly payments without any deduction except succession duty, the first of such quarterly payments to be made at the end of three calendar

Settlement on marriage of Ellen Stanford with Vere Fane Benett.

A.D. 1871. months next after the death of the said Ellen Stanford, if the said Vere Fane Benett should then be living, but subject to the said rentcharge of one thousand pounds by the said will given to the said Eleanor Montagu Macdonald, and to the said term of years and other powers and remedies for securing and enforcing the payment thereof; and to their further use that if any part of the said rentcharge should at any time be unpaid for twenty-one days after any of the times thereby appointed for the payment thereof, then and so often as the same should happen it should be lawful for the said Vere Fane Benett and his assigns, but subject as aforesaid, to enter into and distrain upon the said premises therein-before charged therewith, or any part thereof, and to dispose according to law of the distress or distresses then and there found, to the intent that thereby or otherwise the said rentcharge and every part thereof so unpaid, and all costs and expenses occasioned by the nonpayment thereof, might be paid and satisfied; and to the further use and intent that if any part of the said rentcharge should at any time be unpaid for forty days after any of the times thereby appointed for payment thereof, then and so often (although there should not have been any legal demand made thereof) it should be lawful for the said Vere Fane Benett and his assigns, but subject as aforesaid, to enter into and upon and to hold the said premises therein-before charged therewith, or any part thereof, and to take the rents and profits, dividends, and income thereof, until he and they should thereby or otherwise be paid and satisfied the same rentcharge and the arrears thereof at the time of such entry, or afterwards to become due during his or their being in possession of the same premises, together with all costs and expenses occasioned by the nonpayment thereof, and such possession when taken to be without impeachment of waste; and by the same indenture, with the sanction of the said court, and in consideration of the said intended marriage, and in exercise of the power for that purpose in the said will of the said testator contained, the said Ellen Stanford did appoint all and singular the said manors, messuages, lands, tenements, hereditaments, moneys, and premises therein-before expressed to be thereby charged with the payment of the said yearly rentcharge of one thousand pounds (subject to the said yearly rentcharge of one thousand pounds, and the powers and remedies therein-before limited for enforcing the payment thereof when in arrear, and subject also to the said rentcharge of one thousand pounds so given by the said will to the said Eleanor Montagu Macdonald, and to the term of years and other powers and remedies for securing and enforcing the payment thereof,) unto and to the use of the said Alfred Seymour and Charles Forbes, their

executors, administrators, and assigns, for the term of two hundred years, to commence from the death of the said Ellen Stanford, without impeachment of waste, upon trust that the said Alfred Seymour and Charles Forbes, and the survivor of them, and the executors and administrators of such survivor, should permit the person or persons for the time being entitled in reversion immediately expectant on the same term to receive the rents and profits, dividends, and income of the same premises respectively, until default should be made in payment of the said rentcharge of one thousand pounds therein-before limited, or some part thereof, at the times and in manner therein-before appointed for payment thereof, and if any part of the same rentcharge should be unpaid for sixty days after any of the times therein-before appointed for the payment thereof, then and so often as the same should happen, should by and out of the rents and profits, dividends, and income of the same premises respectively, or by the sale of timber or minerals, or by mortgage of the same premises, or any of them, for all or any part of the same term, or by all or any of the ways and means aforesaid, or by any other reasonable ways or means, raise and pay the said rentcharge of one thousand pounds therein-before limited, and all arrears thereof then due or which should afterwards, during their or his continuance in possession, accrue due of the same, and all costs, damages, and expenses incurred by reason of the non-payment thereof, or the recovering or obtaining payment thereof, or otherwise relating thereto, and should pay the surplus of the moneys to be raised as aforesaid to the person or persons for the time being entitled in reversion immediately expectant on the same term to the said premises therein comprised, and subject to the trusts therein-before declared should permit the rents and profits, dividends, and income of the same premises, or such part or parts thereof as should not for the time being be wanted for the purposes aforesaid, to be received by the person or persons for the time being entitled to the same premises in reversion immediately expectant upon the same term; and it was thereby agreed and declared that in case the said Vere Fane Benett should die in the lifetime of the said Ellen Stanford, or if and when the said annual rentcharge thereby limited should, according to the provisions of those presents and the terms of the said will, cease to be payable, and the said Vere Fane Benett, his executors, administrators, or assigns, should have received the whole of the said rentcharge thereby limited which should have become payable, and all costs incurred in obtaining payment thereof, and the said Alfred Seymour and Charles Forbes, their executors or administrators, should have been fully paid and satisfied all costs and expenses (if any) to be

A.D. 1871. incurred in or about the execution of the trusts of the said term of two hundred years, the same term should, as to such of the premises comprised therein as should not have been mortgaged for the purposes aforesaid, absolutely cease and determine; and by the same indenture, with the sanction of the said court, and in consideration of the said intended marriage, and in exercise of the power for that purpose by the said will of the said testator given to her, the said Ellen Stanford did charge all and singular the said manors, messuages, lands, tenements, hereditaments, moneys, and premises therein-before expressed to be thereby appointed and demised (subject to the yearly rentcharge of one thousand pounds thereby limited, and the powers and remedies and term of years therein-before given and created for securing the payment thereof, and subject also to the said rentcharge of one thousand pounds by the said will given to the said Eleanor Montagu Macdonald, and to the securities for enforcing the payment thereof) with the payment of the sums therein-after mentioned, being the sums of ten thousand pounds, fifteen thousand pounds, and twenty thousand pounds, according to the number of children, as the portion or portions of the child or children of the said Ellen Stanford, whether by her said intended or any after-taken husband (other than the eldest or only son, or the eldest or only daughter, of the said Ellen Stanford entitled to the inheritance of the said hereditaments under the limitations of the herein-before recited will); and by the same indenture, with the sanction of the said court, and in consideration of the said intended marriage, and in exercise of the power in and by the said will conferred upon her, the said Ellen Stanford did charge all and singular the manors, messuages, lands, tenements, hereditaments, moneys, and premises therein-before expressed to be thereby charged with portions as aforesaid (subject to the said yearly rentcharges of one thousand pounds and one thousand pounds, and the powers and remedies and term of years for securing the payment thereof respectively) with the payment, after the death of the said Ellen Stanford, for the maintenance and education of every or any child of hers, whether of the said intended marriage or by any after-taken husband, for the time being entitled in expectancy to a portion as aforesaid of such annual sum or sums of money (not exceeding what the interest of the then expectant portion of such child would amount to after the rate of four pounds per centum per annum) as the said William Willatts and George Varnham Macdonald, or the survivor of them, or the executors or administrators of such survivor, should for that purpose deem sufficient and proper; and by the same indenture, with the sanction of the said court, and in consideration of the said intended marriage, and in exercise of the said powers in



the said will conferred upon her, the said Ellen Stanford did appoint A.D. 1871.  
all and singular the said manors, messuages, lands, tenements,  
hereditaments, moneys, and premises therein-before expressed to be  
thereby charged as aforesaid, subject to the said yearly rentcharges  
of one thousand pounds and one thousand pounds, and the powers  
and remedies and terms of years for securing the payment thereof  
respectively, unto and to the use of the said William Willatts and  
George Varnham Macdonald, their executors, administrators, and  
assigns, for the term of nine hundred years, to commence from the  
death of the said Ellen Stanford, without impeachment of waste,  
upon usual trusts for raising the said several sums of ten thousand  
pounds, fifteen thousand pounds, and twenty thousand pounds, and  
the interest for the same respectively, or annual sum by way of  
maintenance; and it was thereby agreed and declared that in case  
there should be no child of the said Ellen Stanford who was thereby  
intended to have or to be provided with a portion as aforesaid, or  
there being such child or children, if such child or all such children,  
if more than one, should die before any of them, being a son, should  
attain the age of twenty-one years, or, being a daughter, should  
attain that age or marry, or, if the person or persons to whom the  
next estate in the said premises comprised in the said term of nine  
hundred years in reversion expectant on the determination of the  
same term should from time to time belong should pay or satisfy  
the portion or portions and maintenance therein-before provided or  
intended to be provided for such child or children respectively (so  
far as remaining unpaid or not otherwise paid), and when the said  
William Willatts and George Varnham Macdonald, their executors  
or administrators, should have been fully paid and satisfied all costs  
and expenses (if any) to be incurred in or about the execution of  
the trusts of the said term of nine hundred years, the same term  
should, as to such of the premises comprised therein as should not  
have been mortgaged for the purposes aforesaid, cease and determine;  
and by the indenture now in recital, with the sanction of the said  
court, and in consideration of the said intended marriage, the said  
Ellen Stanford, with the consent and approbation of the said Vere  
Fane Benett, did grant and assign unto the said Percy Mansfield  
Morris, Marmaduke Robert Jeffreys, and Henry Arthur Fane, and  
their heirs, all and singular the manors, messuages, lands, tenements,  
and hereditaments so as aforesaid devised by the said will of the said  
testator, and the manors, messuages, lands, tenements, and heredita-  
ments purchased or to be purchased, or to be taken and conveyed  
in exchange, under the trust or direction in that behalf contained  
in the said will or otherwise, or which then were or therein-after  
should become subject to the uses and trusts declared by the said  
will, except such part or parts thereof respectively as might have

A.D. 1871.

been sold or exchanged under the trusts of the said will or otherwise, and also all the moneys which were by the said will directed to be invested in the purchase of lands to be settled to the same uses, whether such moneys arose from accumulations of rents, or from personal estate, or from the sale or exchange, or on the partition of hereditaments devised by the said will or otherwise, and the stocks, funds, or securities in or upon which such moneys should for the time being be invested, together with the appurtenances, to hold the same subject to the said rentcharge of one thousand pounds by the said will given to the said Eleanor Montagu Macdonald, and to the said term of years and other remedies for securing and enforcing the payment thereof; and subject also as to the said leasehold hereditaments to the trusts declared concerning the same and the rents and profits thereof by the said will, and as to all the said hereditaments and premises to the trusts and powers concerning and over the same respectively which were by the said will paramount to the estate thereby limited to the said Ellen Stanford and her assigns for life; and also to all orders or decrees made or to be made by the said Court of Chancery in the said suit or otherwise concerning the same, unto the said Percy Mansfield Morris, Marmaduke Robert Jeffreys, and Henry Arthur Fane, and their heirs, to the use of the said Percy Mansfield Morris, Marmaduke Robert Jeffreys, and Henry Arthur Fane, and their heirs, during the life of the said Ellen Stanford, in trust for the said Ellen Stanford and her assigns until the said intended marriage, and from and after the solemnization thereof upon trust that they the said Percy Mansfield Morris, Marmaduke Robert Jeffreys, and Henry Arthur Fane, and the survivors and survivor of them, and the heirs of such survivor, should receive the rents and profits, dividends, interest, and income of the said manors, messuages, hereditaments, moneys, and premises therein-before expressed to be thereby granted and assigned respectively, or so much thereof respectively as should under the said will be payable to them or him, and should out of such rents and profits raise such sum or sums of money as should from time to time be necessary for paying the premiums or other sums of money payable on the several policies of assurance therein-before mentioned to have been effected (being certain policies of assurance on the life of the said Ellen Stanford), and all other policies of assurance (if any) which should thereafter be effected under the provisions of or which should from time to time be held upon the trusts of those presents, or for otherwise keeping the same policies on foot, or for renewing the same or any of them, and should apply the moneys so to be raised in payment of such sum or sums accordingly, and subject as herein-before is mentioned should pay the same rents and profits, dividends, and interest to the said

Ellen Stanford during her life for her sole and separate use, independently of the said Vere Fane Benett and of any after-taken husband, and of their respective debts, controls, or engagements, and so that her receipt should alone be a discharge for the same, and that she should not have power to dispose or deprive herself of the benefit thereof by way of anticipation; but the said Percy Mansfield Morris, Marmaduke Robert Jeffreys, and Henry Arthur Fane, and the survivors and survivor of them, and the heirs of such survivor, should during the life of the said Ellen Stanford (but subject to such prior or paramount rights as aforesaid) do all such acts as should be required by her for the purpose of realising the rents and profits of the said manors and hereditaments which might for the same purpose be done by a tenant for life without impeachment of waste, and so that the said Ellen Stanford should during her life have full power from time to time to manage or direct the management of the same estates and hereditaments as she should think fit, as if she were a feme sole and tenant for life thereof, without impeachment of waste:

And whereas the marriage between the said Ellen Stanford and Vere Fane Benett was duly solemnized on the first day of October one thousand eight hundred and sixty-seven:

And whereas the said Vere Fane Benett, within eighteen calendar months after the solemnization of the said marriage, obtained a royal license authorising him to assume and use the surname of Stanford in addition to his said surname of Benett, and as his last or principal surname, and the arms of Stanford quartered with his family arms, and upon obtaining such license he assumed and has ever since used and does now use the same surname and arms accordingly:

And whereas the said Vere Fane Benett Stanford, Percy Mansfield Morris, Marmaduke Robert Jeffreys, Henry Arthur Fane, Alfred Seymour, Charles Forbes, and William Willatts, the younger, were duly made defendants in the said suit of Stanford v. Roberts by order of revivor and supplement dated the fourth day of November one thousand eight hundred and sixty-seven:

And whereas there has been issue of the said marriage between the said Vere Fane Benett Stanford and Ellen Benett Stanford one child only, namely, John Montagu Fane Benett Stanford, who was born in or about the month of March one thousand eight hundred and seventy:

And whereas the said John Montagu Fane Benett Stanford was duly made a defendant in the said suit of Stanford v. Roberts by a supplementary order dated the twentieth day of April one thousand eight hundred and seventy-one:

A.D. 1871.

Marriage of Ellen Stanford with Vere Fane Benett.

Royal license for Vere Fane Benett to assume surname and quarter arms of Stanford.

Order of revivor and supplement of the 4th November 1867.

Issue of marriage of Ellen Stanford and V. F. B. Stanford.

Supplemental order of 20th April 1871.

A.D. 1871.

Deaths of A.  
Roberts and  
W. Tanner.C. H. W.  
Gordon to  
be trustee.Supplemen-  
tal order of  
2nd Decem-  
ber 1859.E. Stanford  
has no issue.Issue of  
Eleanor  
Montagu  
Macdonald.Supplemen-  
tal orders  
of 26th  
June 1861  
and 4th May  
1866.Issue of  
Thomas  
Tourle, the  
cousin.Issue of  
J. J. Tourle.Issue of  
Mary Anne  
Thomson,  
deceased.Death of  
Mary Anne  
Tourle.Lands  
eligible for  
building,  
and existing  
powers in-  
sufficient.

And whereas the said Avery Roberts and William Tanner have departed this life :

And whereas Charles Henry William Gordon has been duly appointed a trustee of the said will of the said testator jointly with the said Edward Stanford in the place of the said Avery Roberts :

And whereas the said Charles Henry William Gordon was duly made a defendant in the said suit of Stanford v. Roberts by a supplemental order dated the second day of December one thousand eight hundred and fifty-nine :

And whereas the said Edward Stanford has no issue :

And whereas the said Eleanor Montagu Macdonald has had issue by the said George Varnham Macdonald three children only, namely, Flora Macdonald, Diana Geraldine Vere Macdonald, and Christiana Blanche Ashworth Macdonald :

And whereas the said Flora Macdonald was duly made a defendant in the said suit of Stanford v. Roberts by a supplemental order dated the twenty-sixth day of June one thousand eight hundred and sixty-one, and the said Diana Geraldine Vere Macdonald and Christiana Blanche Ashworth Macdonald were duly made defendants in such suit by a supplemental order dated the fourth day of May one thousand eight hundred and sixty-six :

And whereas the said testator's cousin, Thomas Tourle, (hereinafter called Thomas Tourle, the cousin,) has had issue two children only, named Thomas Sydney Morse Tourle, who was born in the lifetime of the said testator, and is a bachelor, and Helen Mary Anne Tourle, who was born after the death of the said testator, and is an infant and a spinster :

And whereas the said John Joseph Tourle has had issue one child only, namely, John Martin Tourle, who is an infant :

And whereas the said Thomas Tourle, in the said will described as Thomas Tourle, deceased, had several daughters, of whom Mary Anne Tourle was the eldest :

And whereas the said Mary Anne Tourle intermarried with Thomas Ellman Thomson, and had issue one son only, namely, Frank Tourle Thomson, who has attained the age of twenty-one years, and is the first adult tenant in tail in esse under the limitations of the said will :

And whereas the said Mary Anne Tourle is dead :

And whereas the real estate of the said testator now remaining subject to the uses of his said will consists of considerable estates in the parishes of Hove, Preston, and Brighton, in the county of Sussex, and of a small farm in the parish of Keymer, in the same county, situate a few miles from Brighton, and immediately

adjoining the Hassocks Gate Station on the London, Brighton, and South Coast Railway, and of some outlying hereditaments in the same county, all such real estate being held for an estate in fee simple: And whereas the said real estate includes a large quantity of land which is very suitable and immediately available for building purposes, and the said farm will also when the existing lease thereof has expired, which will happen in a few years, be very suitable for building purposes: And whereas a plan for laying out a portion of the said estate for building was in the year one thousand eight hundred and sixty-eight made, and an order was made in the said suit of *Stanford v. Roberts* on the thirty-first day of July one thousand eight hundred and sixty-eight directing the Trustees of the said will, with the concurrence of the said Ellen Bennett Stanford and her husband, to carry into effect a portion of that plan, and for that purpose to make the necessary drains, pavements, and general works preparatory to disposing of the land for building, and directing that the money required for those purposes should be paid out of the money standing to the capital account therein-before mentioned: And whereas in pursuance of the last-mentioned order the said Trustees and the said Ellen Bennett Stanford and her husband entered into a contract for the drains and other works to the value of about ten thousand pounds, and such contract was approved by the court, and orders have been made for payment to the contractor as the works proceeded, according to the certificates of the surveyor, and the works are now nearly completed: And whereas under the circumstances aforesaid the time is come for disposing of the land to which the said plan refers for building purposes: And whereas it is expedient, with a view to the advantageous leasing for building purposes of said testator's real estate, to have powers in granting leases thereof for building purposes to reserve only peppercorn or nominal rents for a limited time, and to provide for the rents gradually increasing as the land is covered with buildings, and for the reservation of the whole of the rent ultimately to be made payable out of parts only of the land demised or contracted to be demised, and the reservation of peppercorn or nominal rents only in respect of the other parts of such land: And whereas it is an almost invariable custom at Brighton to give to lessees for building purposes an option to purchase the fee simple of the land demised or agreed to be demised within a certain number of years (usually seven years): And whereas under the circumstances herein-before appearing, as well as for other reasons, the power to grant building leases contained in the said will is insufficient to provide for the advantageous leasing of the real estate of the said testator for building purposes, and it is desirable, and would be for the benefit of the persons interested and to

A.D. 1871. — become interested in that estate that more ample powers and provisions for the leasing and for the laying out and improving of such estate should be created, and that with a view to promote the advantageous leasing of such estate there should be given a power to buy up tithe rentcharge, land tax, quitrents, and other outgoings in order that the land may be demised for building purposes free from those burdens, and also a power to enter into agreements with lessees to purchase improved ground rents upon the premises leased, and to carry into effect such agreements :

Certain conditional contracts already entered into.

And whereas certain conditional contracts more particularly mentioned in the schedule to this Act have been entered into for leases of parts of the said estates in accordance with the powers and provisions intended to be hereby authorised, or some of them, and it is desirable that such contracts and any other similar contracts which may be entered into before the passing of this Act should be confirmed, subject as herein-after mentioned :

Order of Court of Chancery authorising application to Parliament.

And whereas by an order of the Court of Chancery bearing date the third day of December one thousand eight hundred and seventy, and made by his Honour the Vice Chancellor Sir John Stuart upon a petition presented in the said suit of *Stanford v. Roberts* by the said Ellen Benett Stanford, by the said Henry Arthur Fane, her next friend, it was ordered that the said Ellen Benett Stanford be at liberty to apply to Parliament for an Act rendering the estate of the said testator, situate in the several parishes of Hove, Preston, Keymer, and Brighton, or elsewhere, in the county of Sussex (other than such parts thereof as were by his said will excepted from the powers of sale and powers of leasing therein contained), available for building purposes ; and it was ordered that the draft of the Bill for the purpose aforesaid, with all proper provisions therein with reference thereto, be settled by the judge in chambers, and that the costs as between solicitor and client of all parties of and incident to and consequent upon that application, and the proceedings thereunder and of the proposed application to Parliament, be costs in that cause :

Certificate approving the draft of the Bill for this Act.

And whereas by the certificate of the chief clerk of his Honour the Vice Chancellor Wickens, dated the twenty-fourth day of May one thousand eight hundred and seventy-one, it was 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 of the third day of December one thousand eight hundred and seventy, 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 of *Stanford v. Roberts*, and such certificate has been duly approved by the said

Vice Chancellor Wickens and filed in the Report Office of the Court of Chancery : A.D. 1871.

And whereas by an order of his Lordship the Lord High Chancellor of Great Britain made in the said cause of *Stanford v. Roberts* on the twelfth day of July one thousand eight hundred and seventy-one, it was ordered that the said Bill should be varied by inserting therein the alterations shown in the printed copy of the said Bill filed in the Report Office of the said Court of Chancery and initialed by the registrar of that court, whose signature was endorsed on the same copy of the said Bill :

And whereas the said John Hamlin Smith is dead :

And whereas the objects of this Act cannot be attained without the authority of Parliament : Therefore Your Majesty's most dutiful and loyal subject, the said Ellen Benett Stanford, 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 ; (that is to say,)

1. This Act may be cited as "*Stanford's Estate Act, 1871.*"

Short title.

2. It shall be lawful for the said Ellen Benett Stanford during her life, notwithstanding her coverture, and whether covert or sole, and after her decease for the person or persons for the time being entitled to exercise the powers of leasing contained in the said will of the said William Stanford, by deed to appoint by way of lease for any term of years absolute, not exceeding ninety-nine years, to take effect in possession or within twelve calendar months after the date of the appointment, all or any part of the lands and hereditaments of the said William Stanford now remaining subject to the uses of his said will, and situate in the several parishes of Hove, Preston, Keymer, and Brighton, or elsewhere, in the county of Sussex (except such parts thereof as are by his said will excepted from the powers of sale and leasing contained in the said will), to any person or persons whomsoever who shall be willing substantially to improve or repair any of the present or future houses or buildings thereon, or to erect and build any house or houses or other buildings in lieu thereof or in addition thereto, or to erect and build any house or houses or other buildings on any part of the said lands and hereditaments whereon no building shall be then standing, or who shall be willing to annex any of the said lands and hereditaments for gardens, yards, courts, or other conveniences to buildings erected and built, or to be from time to time erected and built, on the said lands and hereditaments or any part thereof,

Power to grant building leases for 99 years.

A.D. 1871. — or who shall be willing otherwise to improve the same lands and hereditaments or any part thereof respectively, and with or without liberty for the lessee or lessees to take down or remove all or any part or parts of the buildings (if any) standing or being upon or within the premises in such leases respectively to be comprised, and to apply and dispose of the materials thereof to such uses and purposes as shall be agreed on, and with or without liberty for the lessee or lessees to set out and allot any part or parts of the premises to be comprised in any such lease or leases as and for the site of any streets, squares, crescents, or other open spaces, roads, ways, avenues, passages, sewers, drains, yards, gardens, pleasure grounds, shrubberies, or otherwise for the use and convenience of the several lessees, tenants, or occupiers of the premises, or for the general improvement of the premises; and also with or without liberty for the lessee or lessees to make, lay, or use in or under any part of the lands and hereditaments which may be so set out and allotted, or any other part which shall not have been previously leased of the said lands and hereditaments hereby authorised to be leased as aforesaid, or (so far as any reservation in any lease which shall have been previously made of any part of the said lands and hereditaments will authorise) any part which shall have been previously leased of the said lands and hereditaments, any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, or other conveniences to any present or future houses, buildings, or works, and either reserving or not reserving the right of making, laying, or using any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, roads, ways, passages, or other conveniences, or any other liberties or privileges in, upon, through, over, or under the premises leased; and also with or without liberty for the lessee or lessees to dig, take, and carry away in and out of the premises to be comprised in his, her, or their lease or respective leases any such earth, clay, chalk, sand, gravel, or other soil as it shall be found necessary or convenient to remove for effecting any of the purposes aforesaid, and also to dig and excavate any earth, clay, chalk, or sand out of any convenient part of the respective premises to be comprised in such respective leases, and to manufacture the same into bricks or tiles or other materials to be used in such new buildings, repairs, or improvements as aforesaid, and also with or without any rights of way and other liberties or privileges which to the person or persons granting such lease or leases respectively shall seem reasonable, and either with or without covenants and stipulations to be entered into or made by or on the part of the lessee or lessees to contribute towards the expense of making and keeping in repair, ornamenting, and embellishing any squares, promenades, or other open spaces, roads,



ways, avenues, passages, sewers, drains, pipes, conduits, easements, or conveniences in, upon, through, under, or over any part or parts of the said lands and hereditaments hereby authorised to be leased as aforesaid (which contributions may be made payable either to the lessor or lessors or otherwise, and either in advance or otherwise, and may be regulated by the assessment to the poor rate or fixed by the surveyor to the estate or otherwise, as may be agreed upon), and either with or without covenants and stipulations as to the mode in which any other part or parts of the said lands and hereditaments hereby authorised to be leased as aforesaid shall be built upon, laid out, used, or improved, so as in every such lease or demise there be reserved and made payable (except in the cases where peppercorn rents or other merely nominal rents may be yearly reserved according to the provisions herein-after contained) the best yearly rent that can at the time of the making or granting any such lease, according to the nature and circumstances of the case, be reasonably had or gotten for the same, to be made payable half-yearly or oftener; and so that every such lease or demise be made without taking any fine, premium, or foregift, or anything in the nature thereof, for or in respect of making the same (such covenants, conditions, provisoes, reservations, and restrictions as are hereby authorised not being considered in the nature of a fine or premium, and so also that when any lease under this provision shall be made upon the surrender of a former lease the value of the lessee's interest under such surrendered lease may be taken into account in fixing the terms of the new lease); and so as in every such lease or demise made for the purpose of having buildings erected or constructed there be contained a covenant on the part of the lessee or lessees to build, construct, and finish the messuages, erections, and buildings which may be agreed to be built or constructed on the premises within a time to be therein specified for the purpose, and to keep in repair during the term such buildings; and so as in every such lease or demise made for the purpose of having buildings repaired or built there shall be contained a covenant on the part of the lessee or lessees to rebuild or repair the same within a time to be therein specified for that purpose, and to keep in repair during the term the messuages and buildings agreed to be rebuilt and repaired; and so that in every such lease or demise to be made for any of the purposes aforesaid there be contained on the part of the lessee or lessees a covenant for the due payment of the rent or rents to be thereby respectively reserved, unless the same shall be a peppercorn or other merely nominal rent, and of all taxes, charges, rates, assessments, dues, and impositions whatsoever affecting the premises to be respectively

A.D. 1871. — comprised in such lease, and also a covenant for keeping the messuages and buildings erected and built, and to be erected and built or repaired, on the premises to be therein comprised insured from loss or damage by fire to the amount of three fourth parts at the least of the value thereof in some or one of the public offices for insurance in London or Westminster, and to lay out the money to be received by virtue of such insurance, and all such other sums of money as shall be necessary in substantially repairing, rebuilding, and reinstating such messuages or buildings as shall be destroyed or damaged by fire, and also to surrender the possession of and leave in repair the messuages, erections, and buildings to be erected and built or repaired or constructed on the premises therein comprised on the expiration or sooner determination of the term to be thereby granted; and so as in every such lease there be contained a power for the person or persons for the time being entitled to the same premises in remainder or reversion immediately expectant on the term to be thereby granted, or his, her, or their surveyors or agents, to enter upon the premises and inspect the condition thereof, and also a provision or condition of re-entry for nonpayment of the rent thereby reserved, unless the same shall be a peppercorn or other merely nominal rent, for any space exceeding forty days, or for non-performance of any of the covenants, provisions, or conditions therein contained on the part of the lessee or lessees, and either with or without a provision that no breach of any of the covenants, provisions, and conditions to be therein contained, except of the covenant for payment of the rent, and such other covenants, provisions, or conditions (if any) as may be agreed upon between the parties to be so excepted, shall occasion any forfeiture of such lease, or of the term thereby granted, or give any right of re-entry, unless or until judgment shall have been obtained in an action for such breach, and unless the damages and costs to be recovered in such action shall have remained unpaid for the space of three calendar months after judgment shall have been obtained in such action; and every such lease may also contain any other covenants, agreements, powers, conditions, or restrictions which shall appear reasonable to the person or persons granting such lease or leases respectively, and so as that the respective lessees execute and deliver to the lessor or lessors counterparts of their respective leases: Provided always, that the first payment of the rent to be reserved in any lease to be made under the powers herein-before contained may be made to commence and become payable on any day not exceeding two years and a half from the date of such lease, and may be made to increase periodically, beginning with such portion of the full rent to be ultimately payable as shall be thought advisable, and

increasing up to the full rent as shall be found convenient or be thought proper, and as shall be expressed in such lease, regard being had to the progress of the buildings or works agreed to be built or repaired, or of the improvements agreed to be made.

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3. The certificate in writing of the person or persons to whom any counterpart of any lease to be made under the authority of this Act is to be delivered as aforesaid, acknowledging that she, he, or they hath or have received such counterpart, shall be and be deemed full and complete evidence that such counterpart was executed and duly delivered.

Certificate of persons to whom counterpart lease delivered to be good evidence that counterpart was executed.

4. It shall be lawful for the person or persons for the time being authorised by virtue of this Act to grant leases as aforesaid to lay out and appropriate any part or parts of the lands and hereditaments of which she, he, or they is and are herein-before authorised to grant leases as aforesaid as and for a way or ways, street or streets, square or squares, crescent or crescents, avenue, promenades, or other open spaces, passage or passages, sewer or sewers, or other conveniences for the general improvement of the same lands and hereditaments respectively, and the use and accommodation of the tenants and occupiers thereof, in such manner as shall be agreed upon in any such lease or in any general deed to be executed for that purpose, such general deed (if any) to be sealed and delivered by the person or persons who for the time being may exercise the power of leasing herein-before given, and to be enrolled in one of Her Majesty's Courts of Record at Westminster, and also by such lease or leases or general deed to give and grant such privileges and other easements as such person or persons shall deem reasonable or convenient.

Power to lay out streets, squares, &c. on lands authorised to be let on building leases.

5. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases as aforesaid to enter into any contract or contracts in writing for granting any lease or leases of all or any part or parts of the lands and hereditaments of which she, he, or they respectively is or are herein-before authorised to grant leases as aforesaid, with the buildings (if any) which shall be standing thereon, pursuant to the powers and subject to the restrictions herein-before contained so far as the same shall be applicable, and to agree when and as any lands or buildings so agreed to be leased, or any part or parts thereof, shall be built, rebuilt, or repaired, laid out, formed or improved, in the manner and to the extent stipulated in such contract or contracts, to lease the premises mentioned in such contract or contracts, or any part or parts thereof, to the person or persons contracting to take the same as aforesaid, or his or their executors, administrators, or assigns, or to other such person or

Power to enter into contracts.

A.D. 1871. persons as he or they shall nominate and appoint in that behalf, for and during the remainder of the term to be specified in such contract or contracts, and in such parcels, and under and subject to such portions of the yearly rent or rents to be specified in such contract or contracts as shall be thought proper, but so, nevertheless, that if the yearly rent to be reserved on any such lease shall bear a greater proportion to all the rent in the contract agreed to be reserved than the quantity of land to be comprised in such lease shall bear to all the land comprised in the contract, then and in such case the same rent shall not exceed one sixth part of the clear yearly rackrent value of the premises to be comprised in such lease when fit for habitation or use, and (if the persons entering into such contract shall think the same expedient) to agree that the full rent specified in such contract or contracts shall be reserved in the lease or leases to be granted of a given quantity to be specified in such contract or contracts of the lands thereby agreed to be leased, and that the residue thereof shall be leased at the yearly rent of a peppercorn or some other merely nominal rent, after the full rent specified in such contract or contracts shall have been reserved in any lease or leases to be granted in pursuance thereof, and at such time or respective times and in such manner as may be thought proper, and if no given quantity for such purpose shall be specified in such contract or contracts to agree that when the full rent agreed to be reserved shall have been reserved in the lease or leases granted of a competent part or competent parts of the said lands thereby agreed to be leased, the residue thereof, if any, shall be leased by one or more lease or leases at the yearly rent of a peppercorn or some other merely nominal rent, and in case of leases to be granted at the yearly rent of a peppercorn or some other merely nominal rent to agree to grant the same after the land to be therein comprised shall have been built upon, laid out, or improved, and to agree that the yearly rents agreed to be reserved in such contract or contracts may be made to commence at such period or periods not exceeding two years and a half from the date of such contract or contracts, and may be made to increase periodically, beginning with such portion of the full rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full rent as shall be convenient or thought proper, and as in such contract or contracts respectively shall be expressed, regard being had to the quantity of land from time to time agreed to be leased, and the progress of the buildings stipulated to be erected thereon; and also to agree that when and as any lease or leases shall be granted of any part or parts of the hereditaments so contracted to be leased, the hereditaments so for the time being leased shall be discharged from such contract or

contracts, and that the person or persons with whom such contract or contracts shall be entered into shall remain liable in respect of such part or parts of the hereditaments comprised in such contract or contracts as shall not for the time being be leased to the payment of such portion or portions of the rent or rents by such contract or contracts agreed to be paid as may be thought proper, and shall in such contract or contracts be provided for; and also to agree that the person or persons with whom such contract or contracts may be entered into may have, exercise, and enjoy all or any of the liberties which are authorised to be granted to lessees under the power of leasing herein-before contained.

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6. Provided also, that in every such contract for a lease there shall be inserted a clause or condition for vacating the same contract, as to or for re-entry upon such part or parts of the land and buildings therein comprised and agreed to be let as shall not have been actually leased, on breach of any of the stipulations in such contract contained on the part of the intended lessee or lessees, and also a clause or condition that the person or persons to whom such lease or leases ought to be granted pursuant to such contract shall accept the same, and execute a counterpart or counterparts thereof, and pay the reasonable charges of preparing the same within a reasonable time to be thereby appointed, or that in default thereof such contract shall, as to the lands and buildings not actually leased by virtue of the same contract, be void; and every such contract shall be binding on all persons interested in the hereditaments to be comprised therein, and shall be carried into execution by a lease or leases to be granted in pursuance of the power and subject to the restrictions herein-before contained, so far as the same shall be applicable.

Contract to contain conditions for vacating the same as to land not built upon within a reasonable time.

7. If the person or persons for the time being entitled to the immediate reversion or remainder of any lands or buildings comprised or to be comprised in any lease or contract granted or to be granted under this Act shall enter upon the same lands or buildings, and recover or retain possession thereof under or by virtue of any condition of re-entry therein contained, then and in every such case it shall be lawful for the person or persons for the time being authorised to grant leases as aforesaid to grant leases or enter into contracts for granting leases, and afterwards to grant leases of the same hereditaments under the powers and authorities herein-before contained, in the same manner as if no leases or contracts for leases thereof had been previously entered into: Provided always, that it shall be lawful for the person or persons for the time being authorised to grant leases by virtue of this Act from time to time

On re-entry new leases or contracts may be granted.

Power to enter into the same explanatory

A.D. 1871.  
 —  
 contracts or  
 agreements.

to enter into any new contracts or agreements in relation to the hereditaments so authorised to be leased by her, him, or them respectively as aforesaid with any person or persons with whom any contract or contracts has been or shall be entered into by virtue of this Act by way of addition to or explanation or alteration of all or any of the covenants and agreements in such contract or contracts respectively to be contained, so, nevertheless, that such contract or contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the powers and provisions of this Act, or to release the person or persons respectively with whom any contract or contracts shall have been entered into by virtue of this Act, and his or their heirs, executors, administrators, and assigns, of and from the observance of all or any part of the same contract or contracts respectively; and if it shall be thought expedient to enter into any new covenants or agreements with such person or persons, or his or their executors, administrators, or assigns, in lieu of the part or parts of the same contract or contracts respectively which shall have been so released, so, nevertheless, that after such release or releases respectively such contract or contracts respectively shall, notwithstanding any such new covenant or agreement as last aforesaid, continue to be conformable with the powers and provisions of this Act, or to accept a surrender of all or any part of the hereditaments comprised in any such contract or contracts as aforesaid, and the hereditaments so surrendered shall or may be afterwards contracted and agreed to be leased, and afterwards leased under the powers and authorities herein-before contained, in the like manner as if no contract or contracts for leasing the same had been previously entered into or executed.

Power to  
 confirm  
 leases void-  
 able from in-  
 formalities.

8. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases as aforesaid from time to time to confirm any lease or leases or general deed purporting to have been granted or made by virtue of this Act in any case in which for some technical error, informality, or irregularity in granting or executing the same, or entering into the contract for granting the same, such lease or leases shall be void or voidable, or to grant any lease or leases pursuant to the powers and subject to the restrictions herein-before contained in lieu of such void or voidable lease or leases for any term of years not exceeding the then residue of the term or terms of years granted or purported to be granted by such void or voidable lease or leases, and at and under the same yearly rent or rents as was or were or a larger rent or rents than was or were reserved in such void or voidable lease or leases respectively, but so that no fine or premium shall be accepted or taken for making any such confirmation or confirmations.

9. Provided always, that no lease or contract to be made under the authority of this Act shall be void, or invalid, or defeasible, or questionable on the ground that the right of entry or re-entry for nonpayment of rent, or for breach of all or any of the stipulations, covenants, and agreements to be therein contained, shall be confined by any terms restricting the same to the part of the hereditaments leased or agreed to be leased where the breach or default in the lessee's covenant shall have been committed, or by any other terms restricting the right of entry to a part only of the buildings, lands, or hereditaments to be leased or agreed to be leased by any such lease or contract, and that, notwithstanding the avoidance of any lease or contract as aforesaid for the breach of any such stipulations, covenants, or agreements as to part only of the buildings, lands, or hereditaments thereby leased or agreed to be leased, the condition of re-entry shall remain and be in full force as to any buildings, lands, or hereditaments which from time to time shall continue to be held under or by virtue of the same lease or contract, and for this purpose every such condition shall be apportionable and shall have effect according to the intentions of the parties as expressed in any such lease or contract accordingly; and no under-lease or under-leases to be granted of all or any part of the lands or hereditaments to be comprised in any lease or contract to be made by virtue of the provisions herein-before contained shall be liable to forfeiture or to the operation of the proviso or condition of re-entry for non-performance of the covenants, provisoes, or conditions contained on the part of the lessee in the original lease by reason of the breach or non-performance of any of such covenants, provisoes, or conditions, unless such breach or non-performance shall arise or be made with reference to the particular premises to be comprised in any such under-lease or some part thereof, and, moreover, that the breach or non-performance of any of the said covenants, provisoes, or conditions with reference to the premises comprised in any such under-lease shall not work a forfeiture of the original lease thereof as respects any other premises therein comprised and not included in such under-lease, and that the proviso of re-entry to be contained in such original lease for non-performance of any of the covenants, provisoes, or conditions to be therein contained on the part of the lessee shall accordingly be and be construed and held to be apportionable so and in such manner as that the same shall have a distinct or separate or exclusive operation with respect to the premises to be comprised in each such under-lease as aforesaid, in such and the same manner as if, instead of each original lease comprising more than the premises included in such under-lease as aforesaid, there had been an original separate lease of the premises respectively comprised in each such under-lease as aforesaid.

A.D. 1871.

Provisoes  
made for re-  
entry to be  
apportion-  
able.

A.D. 1871.

Power to  
give lessees  
an option to  
purchase the  
fee simple of  
the premises  
leased to  
them.

**10.** It shall be lawful for the person or persons for the time being authorised by virtue of this Act to grant leases as aforesaid to insert in any lease or contract for a lease granted or entered into under and by virtue of this Act a provision giving to the person or persons taking or contracting to take such lease, his or their executors, administrators, or assigns, the option at any time within the space of seven years from the date of such lease or contract for a lease, upon giving not less than three calendar months notice in writing of his or their intention to exercise such option to the person or persons for the time being authorised by this Act to grant leases as aforesaid, of purchasing the lands and hereditaments comprised in such lease or contract, and the buildings erected or to be erected thereon, and the inheritance thereof in fee simple in possession free from incumbrances (except such lease or contract), at such price or sum of money as shall be specified in such lease or contract for that purpose, not being less than a sum equal to twenty-five years purchase of the ground rent to be reserved and made payable by such lease or contract; and such lease or contract may contain such special or other stipulations as to the title or evidence or commencement of title to be shown to the persons as to which such option shall be exerciseable, and as to the contract arising by reason of the exercise of such option being carried into effect within a specified time, or otherwise, or being rescinded by reason of any requisition or objection made by any of the persons exercising such option, and to such other special or other stipulations as between vendor and purchaser, as the person or persons for the time being authorised by this Act to grant leases shall think proper or expedient; and for the purpose of effectuating any sale or sales in pursuance of any such option or options as aforesaid it shall be lawful for the person or persons for the time being authorised by virtue of this Act to grant leases to make such revocation of uses and appointment of new uses as shall be necessary or proper; but nevertheless the purchase money payable on every such sale shall be paid to the Trustees or Trustee for the time being of the power of sale and exchange contained in the said will, whose receipts shall be sufficient discharges for the same, and shall be applicable and be applied by them or him as if the same had arisen from a sale under and by virtue of such power of sale and exchange: Provided always, that no lease or contract for a lease containing any provisions for or option of purchase which shall be entered into under the powers of this Act by the person or persons hereby authorised shall be valid or binding, unless and until the same shall have received the approval of the High Court of Chancery, to be obtained upon a summons at chambers in the presence of the Trustees or Trustee for the time being of the said testator's will: Provided also, that



the respective purchasers shall execute and deliver to the grantor or grantors counterparts of their respective conveyances. A.D. 1871.

11. It shall be lawful for the Trustees or Trustee for the time being of the power of sale and exchange contained in the said will to apply any moneys for the time being applicable under or by virtue of the provisions contained in the said will or this Act by reference thereto in purchasing any tithe rentcharge, land tax, quitrents, or other annual incumbrances or outgoings charged upon or payable out of or in respect of any lands and hereditaments by this Act authorised to be leased, and as to which it shall be in contemplation to exercise any of the powers herein-before contained, and all or any tithe rentcharge, land tax, quitrents, incumbrances, or outgoings so purchased shall be so conveyed or re-leased as that the same shall become and be extinguished and merged in the inheritance of the hereditaments out of or upon which the same shall be issuing or charged.

Power to buy up tithe rentcharge and other outgoings.

12. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases at the time of granting any building lease, or entering into any contract for a building lease under the provisions of this Act, to enter into an agreement in writing with the person or persons taking or contracting to take such lease for the purchase from such person or persons, his or their executors or administrators, of all or any of the land to be comprised in such lease, when and so soon as the buildings to be erected thereon shall have been duly erected in accordance with the terms of the lease or contract for a lease thereof, and an under-lease or under-leases shall have been granted at an increased rent or increased rents for the residue of the term granted by the original lease with the benefit of such increased rent or rents, and such agreement shall specify or provide, according to a scale to be therein mentioned, what shall be the amount of the purchase money to be paid for such purchase, such purchase money, however, in no case to be greater than the amount of twenty-five years purchase of the net improved rent or rents, after deducting the original ground rent or proportion of ground rent to be reserved in respect of the premises to be so purchased; and in case any such agreements or agreement shall be entered into the purchase moneys for completing the same shall, when required, be provided by the Trustees or Trustee for the time being of the power of sale and exchange contained in the said will out of any moneys applicable under or by virtue of the provisions of the said will or this Act by reference thereto for the purchase of land, and the hereditaments purchased shall be assigned to and vested in such Trustees or Trustee upon such trusts and in such manner as leasehold hereditaments by the said will authorised to be purchased

Power to arrange with lessees for the purchase of improved ground rents.

A.D. 1871.

ought for the time being to be conveyed and settled: Provided always, that the improved rent or rents to be so purchased shall in every case be the entire ground rent or rents reserved by the lease or leases by which the same shall be created, and shall, together with the original ground rent or rents or proportion of ground rent reserved in respect of the same premises, in no case exceed one sixth part of the clear yearly rackrent value thereof; and further, that no such agreement for purchase as is in this clause authorised shall be entered into by a tenant for life without the consent in writing of the Trustees or Trustee for the time being of the said power of sale and exchange.

Confirma-  
tion of cer-  
tain contracts  
entered into  
before the  
passing of  
this Act.

**13.** All or any of the contracts specified in the schedule to this Act, and any other contracts or contract entered into prior to the passing of this Act which shall be in accordance with the forms and provision of this Act, may be carried into effect: Provided, nevertheless, that no such contract be carried into effect unless the same shall be approved by the judge to whose court the said cause of *Stanford v. Roberts* is attached, which approval may be obtained upon a petition from time to time presented to the said court in a summary way, or a summons at chambers taken out by the person or persons for the time being authorised by this Act to grant leases.

Power to ap-  
ply moneys  
applicable  
for the pur-  
chase of  
land in pay-  
ing expenses  
of improve-  
ments.

**14.** It shall be lawful for the Trustees or Trustee for the time being of the power of sale and exchange contained in the said will, with the consent of the High Court of Chancery, to be obtained upon petition from time to time presented in a summary way, or upon a summons at chambers taken out by the person or persons for the time being authorised by this Act to grant leases, to apply any moneys for the time being applicable under and by virtue of the provisions of the said will or this Act to be laid out in the purchase of land in or towards payment of any expenses which shall be incurred in the exercise of any of the powers contained in the fourth clause of this Act.

Power to  
grant sites  
for churches,  
schools, and  
other public  
buildings.

**15.** It shall be lawful for the person or persons for the time being authorised to grant leases as aforesaid, with the consent of the High Court of Chancery, to be obtained upon petition presented in a summary way, or a summons at chambers taken out by such person or persons, to grant or convey either for valuable consideration, or without receiving any valuable consideration, in fee simple or for a term of years absolute, to any person or persons whomsoever, any piece or pieces or plot or plots of land forming part of the lands hereby authorised to be leased for the site or sites of a church or chapel, churches or chapels, for the worship of God according to the form of the Church of England, as by law

established, and for a schoolhouse or schoolhouses, or of any other public building or public buildings, the erection of which may be considered beneficial to the estate, or for one only of such purposes; and in the case of a sale or sales for a valuable consideration or considerations, the purchase moneys shall be paid to the Trustees or Trustee for the time being of the power of sale and exchange contained in the said will, and shall be applicable and be applied by them or him as if the same were moneys arisen from the sale of lands under that power.

A.D. 1871.

**16.** It shall be lawful for the High Court of Chancery from time to time, upon a petition presented in a summary way, or a summons at chambers taken out by the person or persons for the time being authorised by this Act to grant leases, or the Trustees or Trustee for the time being of the said power of sale and exchange, to make such order or orders as to the said court shall seem fit for taxing and settling the costs, charges, and expenses incurred in or about the obtaining and passing this Act, and the several applications to the court respecting the matters aforesaid, or in or about the exercise of any the powers of this Act, and for payment of all such costs, charges, and expenses as aforesaid out of any moneys applicable to purchase land under the provisions of the said will or of this Act; and it is hereby declared that all the costs, charges, and expenses in this present clause mentioned are intended to be and shall be borne and paid out of corpus and not out of income.

Power to the Court of Chancery to make orders for payment of costs.

**17.** Provided always, that this Act shall not nor shall anything herein contained be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the powers of leasing or other powers contained in the herein-before recited will, except as far as the same may be defeated or affected by the exercise of any of the powers contained in this Act.

Power of this Act not to prejudice existing provisions.

**18.** And whereas the said Thomas Tourle, the cousin, is abroad: Therefore this Act shall not be of any effect as against the said Thomas Tourle, the cousin, or against Helen Mary Anne Tourle, his infant daughter, or as against the other sons and daughters of the said Thomas Tourle, the cousin, hereafter to be born, and the heirs of their respective bodies, or his or their respective assigns, or any of them, unless or until the said Thomas Tourle, the cousin, on his own behalf, and on behalf of the said Helen Mary Anne Tourle, and all (if any) his other infant sons and daughters, or in case of the death of the said Thomas Tourle, the cousin, within three years after the passing of this Act, then the guardian of the said Helen Mary Anne Tourle, and all (if any) the other sons and daughters of

Consents of Thomas Tourle, the cousin, and Helen Mary Anne Tourle, his daughter, respectively to be given before they are bound.

A.D. 1871. — the said Thomas Tourle, the cousin, or (as regards the said Helen Mary Anne Tourle if she shall in the meantime have attained the age of twenty-one years), the said Helen Mary Anne Tourle herself signifies his or her consent in writing, under his or her hand, attested by at least one witness, and the writing be enrolled in the High Court of Chancery within three years after the passing of this Act, and the consent when enrolled shall be deemed part of this Act, and shall be as binding and conclusive upon the person or persons by whom and on whose behalf the same is given, and all persons claiming or to claim by, from, through, or under him or them respectively, as if his, her, or their consent had been obtained and proved before the passing of this Act, and the consent may be given in the form or to the effect following; (to wit,)

‘ I [here insert the names of the consenting party] on behalf of  
 ‘ [here state whether the consenting party consents only on be-  
 ‘ half of himself, or on behalf of himself and also on behalf of any  
 ‘ and what others, or only on behalf of any and what others] hereby  
 ‘ consent to “Stanford’s Estate Act, 1871.” ’

Consent of  
 Thomas Syd-  
 ney Morse  
 Tourle to be  
 given before  
 he is bound.

19. And whereas the said Thomas Sydney Morse Tourle is abroad, and his consent to this Act has not been proved: Therefore this Act shall not be of any effect as against him or his sons and daughters hereafter to be born, or the heirs of their respective bodies, or his or their respective assigns, or any of them, unless or until he signifies his consent to this Act by writing under his hand, attested by at least one witness, and the writing be enrolled in the High Court of Chancery within three years after the passing of this Act, and after the enrolment of the consent it shall be deemed part of this Act, and be as binding and conclusive upon him and his sons and daughters hereafter to be born, and the heirs of their respective bodies, and his and their respective assigns, as if the consent had been obtained before the passing of this Act, and the consent may be given in the form or to the effect following; (to wit,)

‘ I Thomas Sydney Morse Tourle do hereby consent to “Stanford’s  
 ‘ Estate Act, 1871.” ’

General  
 saving.

20. 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, administrators, and assigns, (other than and except the several persons who are by this Act expressly excepted out of this general saving,) all such estate, right, title, interest, claim, and demand whatsoever of, on, upon, to, or out of the lands, hereditaments, and premises herein-before mentioned, and every and any part thereof,

as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

A.D. 1871.

**21.** The following persons, and their respective heirs, executors, administrators, and assigns, are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act; that is to say,

Exceptions  
from general  
saving.

- A. Ellen Benett Stanford, and Vere Fane Benett Stanford, her husband, John Montagu Vere Fane Benett Stanford, their son already born, and the sons and daughters hereafter to be born of Ellen Benett Stanford, and the heirs of their respective bodies :
- B. Edward Stanford and his sons and daughters born or hereafter to be born, and the heirs of their respective bodies :
- C. Eleanor Montagu Macdonald, and George Varnham Macdonald, her husband, and the sons and daughters already born and hereafter to be born of Eleanor Montagu Macdonald, and the heirs of their respective bodies :
- D. Thomas Tourle, the cousin, and Thomas Sydney Morse Tourle, his son, and the other sons and daughters of the said Thomas Tourle, the cousin, already born and hereafter to be born, and the heirs of their respective bodies, and the sons and daughters of the said Thomas Sydney Morse Tourle hereafter to be born, and the heirs of their respective bodies :
- E. John Joseph Tourle and his sons and daughters already born and hereafter to be born, and the heirs of their respective bodies :
- F. Frank Tourle Thomson and his sons and daughters born and hereafter to be born, and the heirs of their respective bodies :
- G. Edward Stanford, Charles Henry William Gordon, as trustees under the will of the testator, and every person hereafter being a trustee under that will, in their capacity of trustees only :
- H. William John Williams as trustee of a term of one thousand years created by the will of the testator, and every person hereafter being a trustee of that term, in their capacity of trustees only :
- I. Percy Mansfield Morris, Marmaduke Robert Jeffreys, and Henry Arthur Fane, as trustees under the said marriage settlement of the said Ellen Benett Stanford, and every person hereafter being a trustee under the same settlement, in their capacity of trustees only :

A.D. 1871.

J. Alfred Seymour and Charles Forbes as trustees for a term of two hundred years created by the said marriage settlement of the said Ellen Benett Stanford, and every person hereafter being a trustee of the same term, in their capacity of trustees only :

K. William Willatts and George Varnham Macdonald as trustees of a term of nine hundred years created by the said marriage settlement of the said Ellen Benett Stanford, and every person hereafter being a trustee of the same term, in their capacity of trustees only :

and all and every other person or persons to or upon whom any estate, right, title, or interest at law or in equity, and either beneficially or in trust of, in, or to the lands, hereditaments, and premises herein-before mentioned, hath been devised, given, limited, or settled, or hath come or devolved, or shall come or devolve, under or by virtue of any limitation in the said will of the said William Stanford subsequent to the limitation under which the said Frank Tourle Thomson is now entitled as tenant in tail as aforesaid, or under or by virtue of the said marriage settlement of the said Ellen Benett Stanford.

Queen's  
printers  
copy of Act  
to be evi-  
dence.

**22.** This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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.

The SCHEDULE herein-before referred to.

A.D. 1871.

Agreement dated the twenty-ninth day of April one thousand eight hundred and seventy-one, and made between the said Ellen Benett Stanford of the one part, and John Walker, of 3, Malvern Terrace, Victoria Road, Charlton, in the county of Kent, builder, of the other part.

Two agreements dated respectively the eighth and ninth days of May one thousand eight hundred and seventy-one, and made between the said Ellen Benett Stanford of the one part, and George Gallard, of Cliftonville, in the parish of Hove, in the county of Sussex, gentleman, of the other part.

Two agreements dated respectively the tenth and eleventh days of May one thousand eight hundred and seventy-one, and made between the said Ellen Benett Stanford of the one part, and William Steward, of Holly Lodge, Shooters Hill Road, Blackheath, in the county of Kent, Esquire, of the other part.

An agreement dated the twelfth day of May one thousand eight hundred and seventy-one, and made between the said Ellen Benett Stanford of the first part, the said Vere Fane Benett Stanford of the second part, and William Morris, of No. 6, Old Jewry, in the city of London, gentleman, of the third part.

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