



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 28.

An Act for extending the Powers of the Trustees under the Settlement on the Marriage of the Reverend *James Jackson* with Miss *Eliza Houlton*.
[21st June 1841.]

WHEREAS by Indentures of Lease and Release bearing Date respectively the Seventh and Eighth Days of *April* One thousand eight hundred and thirty-four, the Release being made between the Reverend *James Jackson* Clerk, of the First Part; *Eliza Houlton*, one of the Daughters of *John Houlton* of *Farley Castle* in the County of *Somerset*, Esquire, of the Second Part; *Edward Langford* Esquire, and the Reverend *Richard John Meade*, of the Third Part; and the Reverend *John Edward Jackson* Clerk (then *John Edward Jackson* Esquire), the Reverend *James Thomas Bennet* Clerk, and *John Torriano Houlton* Esquire (who, for the Purpose of avoiding the frequent Repetition of Names, were therein denominated "the Three Trustees"), of the Fourth Part, being the Settlement made previous to and in contemplation of the Marriage of the said *James Jackson* with the said *Eliza Houlton*, after reciting (amongst other things) that by a certain Deed or Writing under the Hands and Seals of the said *John Houlton* and *Mary Ann* his Wife, bearing Date the Fifth Day of *April* then instant, the said *John Houlton* and *Mary Ann* his Wife did direct, limit, and appoint One undivided Twelfth Part or Share (the whole being considered as if divided into Twelve

Settlement, made 7th and 8th April 1834, on the Marriage of the Rev. J. Jackson with Miss Eliza Houlton.

[Private.]

equal Parts or Shares), and also One undivided Tenth Part or Share of and in One other undivided Twelfth Part or Share (such last-mentioned Twelfth Part or Share to be considered as if divided into Ten equal Parts or Shares), of and in the Remainder or Reversion expectant upon the Decease or sooner Determination of the Estate for Life of the said *John Houlton*, of and in the Messuages or Tenements, Farms, Lands, and Hereditaments, therein-after described, and intended to be thereby released, together with the Appurtenances; and the said undivided Parts or Shares then stood limited and assured unto and to the Use of the said *Eliza Houlton*, her Heirs and Assigns for ever, and reciting the said intended Marriage, and that upon the Treaty for the said Marriage it was agreed that Two certain Closes of Land and other Property of the said *James Jackson*, and also the said undivided Parts or Shares aforesaid, Remainder or Reversion in the aforesaid Hereditaments, should be settled, conveyed, and assured to and for the Uses, Intents, and Purposes, upon the Trusts, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements therein-after limited, declared, or expressed concerning the same, it is by the Indenture now in recital witnessed, that the said *James Jackson* did grant and release unto the said Three Trustees and their Heirs Two certain Closes of Land and Hereditaments therein particularly described, to hold the same unto the said Three Trustees, their Heirs and Assigns, to the Use of the said *James Jackson* and his Heirs, until the said intended Marriage should be solemnized, and from and after the Solemnization thereof to the Use of the said *James Jackson* and his Assigns during his Life, and after his Decease to the Use of the said *Eliza Houlton* and her Assigns during her Life, and after the Decease of the Survivor of them the said *James Jackson* and *Eliza Houlton* to the Use of the said Three Trustees, their Heirs and Assigns, in Trust for all and every the Children of the said *James Jackson* by the said *Eliza Houlton*, or any such One or more of them, exclusive of the rest, in such Parts, Shares, and Proportions, and by, with, under, and subject to such Conditions, Declarations, and Limitations over (such Limitations to be for the Benefit of some or One of such Children or Child, or his, her, or their Issue), and in such Manner and Form as the said *James Jackson* and *Eliza Houlton*, during their joint Lives, should in manner therein mentioned appoint, and in default of and in the meantime until such joint Direction, Limitation, or Appointment as aforesaid; and in case any such should be made; then as to and concerning all such Parts or Shares of the said Premises or Estate or Interest therein as should not be effectually appointed or disposed of in or by such joint Direction, Limitation, or Appointment, in Trust for all and every such Child and Children, whether Sons or Daughters, or Son or Daughter, or both, of the Body of the said *James Jackson* on the Body of the said *Eliza Houlton* to be begotten, or any such One or more of them, exclusive of the rest, and in such Parts, Shares, and Proportions, and by, with, under, and subject to such Conditions, Declarations, and Limitations over (such Limitations to be for the Benefit of some or One of such Children, or his, her, or their Issue), and in such Manner and Form as the Survivor of them the said *James Jackson* and *Eliza Houlton* in manner therein mentioned should direct, limit, or appoint, and in default of such last-mentioned Direction, Limitation, or Appointment, and

in the meantime until the same should be made and take effect, and as to all such or such Part or Parts of the said Premises or Estate or Interest therein as should not be effectually appointed in or by such last-mentioned Direction or Limitation as aforesaid, in Trust for all and every such Child and Children of the Body of the said *James Jackson* on the Body of the said *Eliza Houlton* as, being a Son or Sons, should live to attain the Age of Twenty-one Years, or being a Daughter or Daughters should live to attain that Age or be married, in equal Shares and Proportions, and to take as Tenants in Common and not as Joint Tenants, and of their several and respective Heirs and Assigns for ever; and if there should be but One such Child, then the whole thereof in Trust for that only Child, and his and her Heirs and Assigns for ever; and in case all the Sons of the said intended Marriage should depart this Life under the Age of Twenty-one Years, and all the Daughters of the said intended Marriage should depart this Life under that Age, and without having been married, or if there should be only One Child of the said intended Marriage, and that Child should be a Son, then the whole thereof in Trust for such only Son, his Heirs and Assigns for ever; and upon Trust in the meantime, from and after the Decease of the Survivor of them the said *James Jackson* and *Eliza Houlton*, to pay and apply the Rents and Profits of every such Child's expectant Share of the said Hereditaments and Premises thereby granted and released for and towards the Maintenance, Education, or otherwise for the Benefit of such Child and Children, with Power to raise the Amount or Value of any such expectant Shares by Sale, Mortgage, or otherwise, for the Purpose of preferring or advancing any such Child or Children in the World in manner therein mentioned; and in case there should not be any Child of the said intended Marriage, or there should not be any Child who, being a Son, should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or be married, then in Trust for the said *James Jackson*, his Heirs and Assigns for ever; and it was thereby declared, that it should be lawful for the said *James Jackson*, and his Assigns during his Life, and after his Decease for the said *Eliza Houlton* during her Life, and after the Decease of the Survivor of them the said *James Jackson* and *Eliza Houlton*, or in case the said *James Jackson* and *Eliza Houlton*, or the Survivor of them, should be beyond Seas, then during their Lives and the Life of the Survivor of them for the said Three Trustees, and the Survivors and Survivor of them, their or his Heirs or Assigns, or other the Trustees or Trustee thereof for the Time being, under his, her, or their Hand and Seal or respective Hands and Seals, to demise, grant, or lease all or any Part of the said Hereditaments and Premises thereby granted and released to any Person or Persons for any Term or Number of Years not exceeding Twenty-one Years from the making thereof respectively, to take effect in Possession at the Time or within Three Calendar Months next after the making thereof at the furthest, and not in Reversion or by way of future Interest, so as upon any such Lease there be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents that could be reasonably obtained, to be incident to the immediate Reversion of the same Premises, without taking any Fine, Premium, or Foregift for the making or granting of such Lease or Leases, and so
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as the Lessee or Lessees under such Lease or Leases be not made punishable of Waste by any express Words therein, and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents by such Leases to be reserved, and so as the Lessee or Lessees to whom such Lease or Leases should be so granted should seal and deliver a Counterpart or Counterparts thereof; and it was thereby further declared and agreed, that, notwithstanding the Uses, Trusts, and Limitations therein-before contained, it should be lawful for the said Three Trustees and the Survivors and Survivor of them, their or his Heirs or Assigns, or other the Trustees or Trustee for the Time being, at the Request and by the Direction of the said *James Jackson* and *Eliza Houlton*, or the Survivor of them, during their respective Lives, to be testified in Writing under their, his, or her Hands or Hand, or in case the said *James Jackson* and *Eliza Houlton*, or the Survivor of them, should be beyond Seas, then without any such Consent, to sell and dispose of, or to convey in Exchange for or in lieu of any other Lands, Tenements, and Hereditaments of equal or greater Value in *England* or *Wales*, or by way of Partition to or with any other Person or Persons entitled or interested, all or any Parts of the said Hereditaments thereby granted and released, with the Appurtenances, to any Person or Persons whomsoever, either together or in Parcels, and by public Auction or private Contract, for such Price or Prices in Money or for any such other Equivalent in Lands or other Hereditaments, either by way of Exchange or Partition as aforesaid, or otherwise, as to them the said Three Trustees, or the Survivors or Survivor of them, their or his Heirs or Assigns, or other the Trustees or Trustee for the Time being, should seem reasonable; and upon Payment of the Money arising by such Sale or Disposition, or for Equality of Exchange or Partition of any Part or Parts of the said Hereditaments and Premises thereby granted and released, or expressed or intended so to be, to sign and give a proper Receipt or Receipts for the Money for which the same should be sold or disposed of, which Receipt or Receipts should be a sufficient Discharge to any Purchaser or Purchasers of the same Hereditaments and Premises or any Part thereof, and all others who should become interested therein, for the Money for which the same Premises or any Part thereof should be sold or disposed of, or for such Equality as aforesaid, or for so much thereof as should be therein acknowledged to be received; and that such Purchasers or other Persons should not be accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money; and it was declared, that upon the Completion and Perfection of such Sale, Exchange, or Partition in manner therein mentioned, the Hereditaments so disposed of should be and remain freed and discharged from the Uses, Estates, Trusts, Limitations, Powers, Provisoos, and Agreements by the Indenture now in recital declared concerning the same; and from thenceforth the Grant and Release therein-before contained, and all other Assurances of the said Premises, or of such of them as should have been sold, disposed of, or conveyed in Exchange or by way of Partition, should be and enure to the Use and Behoof of such Purchaser or Purchasers, or any other Person or Persons to whom the same should be so sold or disposed of or conveyed in Exchange or by way of Partition, and of his, her, or their Heirs and Assigns respectively,
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or to such other Uses as should be thereupon declared thereof; and it was thereby declared and agreed, that when all or any Part or Parts of the said Hereditaments and Premises thereby granted and released should be sold, exchanged, or partitioned, in pursuance of the said Indenture now in recital, the Money which should arise from such Sale or Sales, or for such Equality of Exchange or Partition as aforesaid, should be thereupon, with all convenient Speed, laid out and invested by them the said Three Trustees, or the Survivors or Survivor, or their or his Heirs or Assigns, or other the Trustees or Trustee for the Time being, with the Consent aforesaid, or otherwise, as the Case might be, in the Purchase or Purchases of other Lands, Tenements, or Fee-farm Rents, or other Freehold Lands, Tenements, or Hereditaments, or Leasehold Premises, for any Term of Years not less than Sixty Years then to come and unexpired, to be respectively situated in *England* or *Wales*, and to be free from Incumbrances, (except Quit Rents or other Rents, Services, and Taxes,) to be approved of by the said Three Trustees, or the Survivors or Survivor of them, or his Heirs or Assigns, or such other Trustees or Trustee as aforesaid, and so as that all such Freehold and Leasehold Estates, Rents, and Premises so to be purchased, or had or taken by way of Exchange or Partition, should be thereupon in every Case conveyed or assigned and settled to such and the same Uses, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and charged and chargeable in the same Manner, and subject to, by, with, and under the same Powers, Provisoos, Declarations, Limitations, and Agreements as were so as aforesaid in and by the said Indenture now in recital limited, expressed, and declared of and concerning the said Hereditaments and Premises thereby granted and released, or of such Part or Parts thereof as should have been so sold or disposed of, or conveyed in Exchange or by way of Partition, or to, for, or upon and subject to such of them as should be then subsisting or undetermined and capable of taking effect, or as near thereto as the Nature thereof and the Deaths of Parties and other Circumstances would admit; and it was thereby declared, that until such Purchase or Purchases as aforesaid the Money arising from such Sale, Exchange, or Partition should be invested in manner therein mentioned, and the Income thereof be applied in the same Manner as the Rents, and Profits of the Hereditaments so to be purchased would be applicable; and by the Indenture now in recital it was further witnessed, that for the Considerations therein mentioned the said *Eliza Houlton*, with the Consent of the said *James Jackson*, did grant, bargain, sell, alien, release, and confirm unto the said Three Trustees, their Heirs and Assigns, all that One undivided Twelfth Part or Share, (the whole being considered as if divided into Twelve equal Parts or Shares), and also all that One undivided Tenth Part or Share of and in One other undivided Twelfth Part or Share, (such last-mentioned Twelfth Part or Share to be considered as if divided into Ten equal Parts or Shares,) of her the said *Eliza Houlton*, of and in the Remainder or Reversion expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *John Houlton*, of and in all that Messuage or Tenement and Farm, with the Appurtenances, called or commonly known by the Name of *Rolstone*, and of and in

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all and every the Closes, Parcels of Land, Meadow and Pasture, therein-after particularly mentioned; (that is to say,) One Close of Land then or theretofore called *Lampford Park*, containing by Estimation Twelve Acres, more or less; One Close of Land then or theretofore called *Broad Park*, containing by Estimation Eight Acres; One other Close of Land then or theretofore called *Long Park*, containing by Estimation Six Acres; One Moore then or theretofore called *Little Moore*, containing by Estimation Three Acres; One other Moor then or theretofore called *Waithill Moor*, containing by Estimation Five Acres; One other Close then or theretofore called *Southhill*, containing by Estimation Nine Acres; One other Close of Land then or theretofore called *The Gratten*, containing by Estimation Eight Acres; One other Close then or theretofore called *Waithill*, containing by Estimation Seven Acres; One other Close of Land then or theretofore called *Okehay*, containing by Estimation Six Acres; One other Close of Land lying near the Barn, containing by Estimation Five Acres; One other Close of Land then or theretofore called *The Beake*, containing by Estimation One Acre and a Half; One Meadow then or theretofore called *Lampford Mead*, containing by Estimation Three Acres; One other Meadow lying on the West Part of the *Cawley*, containing by Estimation Two Acres; One other Close of Land then or theretofore called *Bider Moore*, containing by Estimation Four Acres; One other Close of Land then or theretofore called *Little Moore*, containing by Estimation Two Acres; One other Meadow then or theretofore called *Little Mead*, containing by Estimation Two Acres; One other Meadow then or theretofore called *Cole Mead*, containing by Estimation One Acre; One other Meadow then or theretofore called *Greenlinn*, containing by Estimation One Acre; One other Close of Land then or theretofore called *Brome Hill*, containing by Estimation Twelve Acres; One other Close of Land then or theretofore called *Middle Moore*, containing by Estimation Eighteen Acres; One other Close of Land then or theretofore called *Salven Park*, containing by Estimation Five Acres; One other Meadow then or theretofore called *Cawsey Meade*, containing by Estimation Two Acres; One other Close of Land then or theretofore called *Bixmoore*, containing by Estimation Nine Acres; One other Close then or theretofore called *Little Moore*, containing by Estimation Six Acres; One Parcel of Meadow lying on the East End of *Middle Moore*, containing by Estimation Half an Acre; and One other Meadow lying on the West End of *Middle Moore*, containing by Estimation One Acre or thereabouts; which said Messuage, Tenement, and Farm called *Rolstone*, with the Lands thereto belonging, are situate, lying, and being in the Parish of *Upton Pine* in the County of *Devon*, and were then or then late were in the Possession of *George Huggins* as Tenant thereof; and also of and in all that Messuage, Tenement, and Farm called or commonly known by the Name of *Lea* otherwise *Ley*, situate, lying, and being in the Parish of *Upton Pine* aforesaid; theretofore in the Possession of *Arthur Lacy* Esquire, his Assignee or Assignees, Undertenant or Undertenants, afterwards of *Thomas Webber*, his Tenant or Tenants, afterwards of *James Webber*, his Tenant or Tenants, then of *Philip Broadway Bustard*, then of *Arthur Bustard* or *John Moore*, and then or late in the Possession of *William Pidsley* as Tenant thereof; and also of and

in all that Messuage, Tenement, or Farm called *Nettacott*, situate, lying, and being in *Upton Pine* aforesaid, theretofore in the Possession of *John Webber*, and then or late of the said *George Huggins*, as Tenant thereof; also of and in all that other Messuage, Tenement, and Farm called or commonly known by the Name of *Nethecott* otherwise *Nethacott*, formerly in the Possession of *Francis Hooper*, afterwards in the Possession of *Thomas Hart*, then in the Possession of *John Norrish*, and then or late in the Occupation of *George Huggins* as Tenant thereof; also of and in all that Messuage, Tenement, and Farm, with the Appurtenances, and Five Cottages or Cottage Houses thereon built, situate, lying, and being in the Parish of *Nether Ex* in the County of *Devon*, and of and in all that One little Meadow called or known by the Name *Heazell Meadow*, containing by Estimation One Acre or thereabouts, situate, lying, and being in the Parish of *Silferton* in the said County of *Devon*, which said Messuage, Tenement, Cottages, and Meadow were theretofore in the Tenure, Occupation, or Possession of *William Andrew*, his Tenant or Tenants, afterwards in the Possession of *William Andrew* his Son, his Tenant or Tenants, and then or late in the several Possessions of *John Rew*, *James Wilkins*, *Mary Chamberlain*, *William Ellis*, and *John Cross*, as Tenants thereof; and also of and in all that Barton, Farm, Messuage and Tenement called *Nether Ex*, containing by Estimation Sixty-one Acres, be the same more or less; and also of and in all that One Cottage thereunto belonging and appertaining, situate, lying, and being in the said Parish of *Nether Ex* in the said County of *Devon*; and also of and in all that Field or Close of Land called *Cruwey's Down* or *Buckingham*, situate, lying, and being in *Nether Ex* aforesaid, theretofore in the Possession of *Abraham Gould* and *John Gould*, and then or late in the Occupation of *John Hill* as Tenant thereof, and his Undertenants, or howsoever otherwise the said Messuages, Pieces or Parcels of Land and Hereditaments then or late were or at any Time theretofore had been situated, called, known, described, tenanted, or distinguished, and of and in all Appurtenances to the same Hereditaments, to hold the said Shares and other Hereditaments thereby granted and released, with their and every of their Appurtenances, unto the said Three Trustees, their Heirs and Assigns for ever, but nevertheless to and for the Uses, upon the Trusts, and for the several Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Limitations, Declarations, and Agreements therein-after declared and expressed and referred to of and concerning the same; (that is to say,) to the Use of the said *Eliza Houlton* and her Heirs until the said intended Marriage should be had and solemnized, and from and after the Solemnization thereof to the Use of the said *James Jackson* and his Assigns during his natural Life, without Impeachment of Waste (except voluntary Waste in Houses and Buildings), and from and after his Decease then to the Use of the said *Eliza Houlton* and her Assigns during her Life, without Impeachment of Waste (except voluntary Waste in Houses and Buildings), and from and after the Decease of the Survivor of them the said *James Jackson* and *Eliza Houlton*, to the Use of them the said Three Trustees, their Heirs and Assigns, upon such and the same Trusts, and to and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Declarations,

Declarations, and Agreements as were therein-before expressed and declared of and concerning the said Two Freehold Closes of Land and Hereditaments therein-before granted and released by the said *James Jackson* as aforesaid, subject nevertheless to the Proviso next therein-after contained; that is to say, it was thereby declared and agreed, that in case there should not be any Child of the said intended Marriage, or there should not be any Child who, being a Son, should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or be married, then upon this further Trust, that they the said Trustees, and the Survivors and Survivor of them, and the Heirs and Assigns of the Survivor of them, or other the Trustees or Trustee for the Time being, should stand seised of and in the said undivided Parts or Shares of and in the said Messuages, Farms, Lands, Hereditaments, and Premises therein-before lastly granted and released, or intended so to be, with the Appurtenances, in Trust for such Person or Persons, and for such Estate or Estates, and to, for, and upon such Ends, Intents, and Purposes, and in such Manner and Form, Parts, Shares, and Proportions, as the said *Eliza Houlton*, either before or after such Failure of Issue as aforesaid, and as well when covert as sole, and notwithstanding her Coverture, by her said then intended or any future Husband, and either absolutely or with or without Power of Revocation and new Appointment, by any Deed or Deeds, Instrument or Instruments in Writing under her Hand and Seal, to be executed by her in the Presence of and to be attested by One or more credible Witness or Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be executed and attested by Three or more credible Witnesses, should limit, direct, or appoint, and in default of such Direction, Limitation, or Appointment, in Trust for the said *Eliza Houlton*, her Executors, Administrators, and Assigns, for her own absolute Use and Benefit: And whereas the said Marriage of the said *James Jackson* with the said *Eliza Houlton* was solemnized on the Ninth Day of *April* One thousand eight hundred and thirty-four, and there is Issue of the said *James Jackson* and *Eliza* his Wife Two Children, namely, *James Bower Jackson* and *John Houlton Jackson*, and no more, both of whom are Infants: And whereas the said *James Jackson* and *Eliza* his Wife have been for some Years past and still are residing in the Presidency of *Bombay* in the *East Indies*, where the said *James Jackson* is established as One of the Chaplains to the *East India* Company: And whereas the said *John Houlton* departed this Life on or about the Seventeenth Day of *February* One thousand eight hundred and thirty-nine: And whereas Contracts have been entered into for the Sale of the Hereditaments of which certain undivided Shares were comprised in the said recited Indenture of the Eighth Day of *April* One thousand eight hundred and thirty-four: And whereas Doubts have been entertained as to the Effect of the said last-mentioned Indenture in subjecting the Shares thereby settled by the said *Eliza Jackson* as aforesaid to the Powers thereby limited during the Lives of the said *James Jackson* and *Eliza* his Wife, and the Life of the Survivor of them, and it is desirable that such Doubts should be removed, and, in order to effect beneficial Objects which could not otherwise be effected, such Powers should be extended so
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as to be capable of being exercised (if necessary) after the Death of the Survivor of them the said *James Jackson* and *Eliza* his Wife, and without their Consent while living, but by reason of the Limitations contained in the Indenture of Settlement it is apprehended that such beneficial Purposes cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Edward Jackson*, *James Thomas Bennet*, and *John Torriano Houlton*, and the said *James Jackson* and *Eliza* his Wife on behalf of themselves, and the said *James Jackson* on behalf of his said infant Children and such other Sons and Daughters as they may hereafter have, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *John Edward Jackson*, *James Thomas Bennet*, and *John Torriano Houlton*, and the Survivors and Survivor of them, and the Heirs of such Survivor, or other the Trustees or Trustee for the Time being, under the said Indenture of the Eighth Day of *April* One thousand eight hundred and thirty-four, of the respective Shares thereby granted and released by the said *Eliza Jackson* of the Hereditaments therein and herein before mentioned, and they and he are and is hereby authorized and empowered, from Time to Time, and at any Time or Times from and after the passing of this Act, when and as they or he shall in their or his Discretion think proper, to make sale and dispose of, or to carry into effect any Contract or Contracts which have been entered into for the Sale of, or to concur with the Parties entitled to the remaining Shares in selling the same undivided Shares of and in the said Messuages, Lands, Tenements, and other Hereditaments, or any Part or Parts thereof, and to make any such Sale as aforesaid, either at one Time or several Times, and either together or in Parcels, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, unto any Person or Persons whomsoever, and for the best Price or Prices which they the said Trustees or Trustee for the Time being can reasonably obtain for the same, and with full Power and Authority for the said Trustees or Trustee for the Time being to buy in the same Premises, or any Part or Parts thereof, at any Auction, and to rescind, alter, or vary any Contract or Contracts which has been or may be entered into for any such Sale as aforesaid, and to resell in manner aforesaid any Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being answerable for any Loss which may happen thereby, and to make any such Sale or Sales subject to any special Stipulations and Conditions as to Title or otherwise, and to do, perform, and execute all such Acts, Deeds, Matters, and Things as in the Judgment of the said Trustees or Trustee for the Time being may be requisite and proper for the Purpose of carrying into effect any such Sale or Sales as aforesaid; and that, upon Payment to the said Trustees or Trustee of the Monies to arise by any Sale or Sales hereby authorized to be carried into effect or to be made, they the said Trustees or Trustee for the Time being shall convey and assure the said undivided Shares comprised in such Sale or Sales unto and to the Use of

Trustees of the Settlement of 1834 empowered to carry into effect any Contracts for Sale, or to concur in any Sales.

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the Purchaser or Purchasers of the same, and his, her, or their Heirs or Assigns, or in such Manner as he, she, or they shall respectively direct or appoint, absolutely freed and discharged of and from all and singular the Uses, Estates, Limitations, Remainders, Reversions, Trusts; Provisoos, and Declarations whatsoever in and by the said recited Settlement of the Eighth Day of *April* One thousand eight hundred and thirty-four limited, expressed, declared, and contained or referred to of and concerning the same.

Trustees may concur in Partitions or Exchanges.

II. And be it further enacted, That it shall and may be lawful to and for the said Trustees or Trustee for the Time being under the said Settlement of the Eighth Day of *April* One thousand eight hundred and thirty-four to concur in a Partition or Partitions or Exchange or Exchanges of the said Hereditaments and Premises, whereof certain undivided Shares were settled by the same Settlement as aforesaid, and to agree that any Sum or Sums shall be given or received by way of Equality of Partition or Exchange, and that upon any such Partition or Partitions, Exchange or Exchanges as aforesaid, the said Trustees or Trustee shall convey the said undivided Shares, comprised in the said Settlement and in this Act, of and in the Hereditaments which shall be the Subject of such Partition or Exchange, to such Persons, and his, her, or their Heirs and Assigns, and in such Manner as shall be necessary for effecting any such Partition or Exchange, freed and discharged from all the Uses, Estates, Limitations, Remainders, Reversions, Trusts, Provisoos, and Declarations in and by the said Settlement limited, expressed, declared, and contained of and concerning the same, and also freed and discharged from the Power of Sale in this Act contained, but so that the undivided Shares, not comprised in this Act, of the Hereditaments which, on any such Partition or Partitions, shall be acquired or agreed to be taken by the said Trustees or Trustee, and the Hereditaments or Shares of Hereditaments which shall be agreed to be taken by them or him on any such Exchange, shall be well and effectually vested in the said Trustees or Trustee, their or his Heirs or Assigns, to the same Uses, on the same Trusts, and with, under, and subject to the same Powers, Provisoos, and Declarations, as are in and by the said Settlement and this Act expressed and declared of and concerning the undivided Shares therein comprised, and which were settled by the said Settlement as aforesaid, or such of the said Uses, Trusts, Powers, Provisoos, and Declarations as shall be subsisting and capable of taking effect.

Monies to be paid to the Trustees.

III. And be it further enacted, That the Monies which shall arise from any Sale or Sales which shall be made or carried into effect in pursuance of this Act, or which shall be payable by way of Equality of Exchange or Partition, shall be paid by the Purchaser or Purchasers of the Hereditaments which shall be sold, or the Person or Persons by whom such Monies shall be payable for Equality of Partition or Exchange to the said Trustees or Trustee, and that their or his Receipts shall be an effectual Discharge for such Monies, and shall exonerate the Person or Persons paying the same, and his, her, or their Heirs, Executors, Administrators, or Assigns, from all Obligation of seeing to the Application, and from all Liability for the Loss, Misapplication, or Nonapplication of the same Monies.

IV. And

IV. And be it further enacted, That all such Monies shall be laid out and invested by the said Trustees or Trustee in the Purchase of Freehold Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, to be situate in *England*, which Hereditaments shall be conveyed, settled, and assured to the same Uses, upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Declarations as in and by the said Settlement of the Eighth Day of *April* One thousand eight hundred and thirty-four and this Act were and are limited, expressed, or contained of or concerning the said One Twelfth Share and One Tenth of another Twelfth Share by the same Settlement granted and released of the Hereditaments therein and herein before mentioned, or such of the said Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations as shall be then subsisting undetermined and capable of taking effect; and that until the same Monies shall be invested in the Purchase of Lands, Tenements, or Hereditaments as aforesaid, it shall be lawful for the said Trustees and Trustee to lay out and invest the same, in their or his Names or Name, in or upon any of the Public Stocks or Funds of *Great Britain*, or on Government or Real Securities in *England*, at Interest, and from Time to Time to vary the Investment thereof, and that the Interest, Dividends, and annual Produce of such Stocks, Funds, and Securities shall be paid to the Persons and applied in the Manner to whom and in which the Hereditaments to be purchased with such Fund would be payable and applicable if such Purchase were made.

Monies to be invested in the Purchase of other Hereditaments to be settled to the same Uses.

V. And be it further enacted, That it shall be lawful for the said Trustees or Trustee, and they and he are hereby fully authorized and empowered, at any Time, and from Time to Time hereafter, by Indenture or Indentures duly executed, to demise or lease or concur in any Demise or Lease of the Parts, Shares, and Hereditaments settled by the said Indenture of the Eighth Day of *April* One thousand eight hundred and thirty-four, as aforesaid, to any Person or Persons, for any Term or Number of Years absolute not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, so as there shall be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as there shall be contained in every such Demise or Lease a Condition of Re-entry for Nonpayment of the Rent or Rents thereby to be respectively reserved, and so as the Lessee or Lessees do execute Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for the Waste or exempted from Punishment for committing Waste.

Trustees may concur in Leases.

VI. And be it further enacted, That it shall be lawful for the said Trustees or Trustee, out of the Monies which shall arise by any of the Means aforesaid, to pay and satisfy all the Costs, Charges, and Expences

For Payment of Costs.

Expences preparatory to and attending the soliciting, applying for, and obtaining and passing this Act, or which may be incident or relating thereto, and of making and completing the Sales, Partitions, Exchanges, Purchases, and Investments herein-before authorized to be made.

Indemnity of Trustees.

VII. And be it further enacted, That the said Trustees, and each and every of them respectively, shall be charged and chargeable only for so much Money as they shall respectively actually receive by virtue of this Act, notwithstanding his or their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts, for the sake of Conformity; and that any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only and respectively for his own Acts, Receipts, Neglects, or Defaults.

General Saving.

VIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons or Person, Bodies Politic and Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *James Jackson* and *Eliza* his Wife, and the Children and Issue of the said *James Jackson* by the said *Eliza* his Wife, and all and every Persons or Person having or claiming, or who shall or may hereafter have or claim, or be entitled to claim, any Estate, Right, Title, or Interest under or by virtue or means of the said Indentures of the Seventh and Eighth Days of *April* One thousand eight hundred and thirty-four, or having or claiming, or who shall or may have or claim or be entitled to claim, the same respectively as Trustees or Trustee for all or any of the Persons beneficially interested under or by virtue of the said Indentures,) all such Estate, Right, Title, Interest, Use, Trust, Claim, and Demand whatsoever as they, every or any of them, had before the passing of this Act, or could or might have enjoyed or been entitled to if this Act had not been passed.

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

IX. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1841.