



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 22.

An Act to enable the Trustees of the Will of the late *William Henry Robinson* Esquire to raise Money by way of Mortgage of his Real Estates, for the Purposes therein mentioned. [8th August 1845.]

WHEREAS *William Henry Robinson*, late of *Denston Hall* in the County of *Suffolk*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Sixth Day of *December* One thousand eight hundred and twenty-two, signed by him, and attested by Three Witnesses in his Presence, and he thereby gave and devised all the Manors, and Freehold and Copyhold Messuages, Farms, Lands, Tenements, and other Hereditaments, in *England* or elsewhere, of or to which he was or at the Time of his Decease should be seised, possessed, or entitled in possession, reversion, remainder, or expectancy, or which by virtue of any special Power he was enabled to dispose of, with their Rights, Members, and Appurtenances, to the Use of the Right Honourable *Edward Herbert* Earl of *Powis*, then the Honourable *Edward Herbert Clive*, and in the said Will described as his Cousin the Honourable *Edward Clive* commonly called *Viscount Clive*, and the Honourable *Robert Henry Clive*, their Heirs and Assigns, in trust for
[Private.]

The Will of *William Henry Robinson*, Esquire, dated 6th Dec. 1822.

his the said Testator's Three First Cousins *Frances Margareta Walpole of Hampton Court Palace*, Spinster, *Charlotte Louisa Walpole* of the same Place, Spinster, and *Harriot Jeaffreson of Dullingham House* in the County of *Cambridge*, Spinster, for their respective Lives, in equal Shares, and after the Decease of each of them, then as to the Share or Shares of her or them so dying, in trust for such Son of the said *Harriot Jeaffreson* (not being in the Possession of or entitled to the actual Receipt of the Rents and Profits of her Family Estate at *Dullingham* aforesaid) as should first attain the Age of Twenty-one Years, and the Heirs and Assigns of such Son; and if only One Son of the said *Harriot Jeaffreson* should attain the Age of Twenty-one Years, then in trust for that One Son, and his Heirs and Assigns for ever; and if no Son of the said *Harriot Jeaffreson* should attain the Age of Twenty-one Years, in trust for such Daughter of the said *Harriot Jeaffreson* as should first or alone attain the Age of Twenty-one Years, or die under that Age leaving Issue Male, and the Heirs and Assigns of such Daughter for ever; and if no Child of the said *Harriot Jeaffreson* should attain the Age of Twenty-one Years, or die under that Age leaving Issue Male, then in trust for such Son, Grandson, or Great Grandson of his, the said Testator's Cousin Viscount *Gormanston* living at the Decease of the Survivor of his said Three Cousins *Frances Margareta Walpole*, *Charlotte Louisa Walpole*, and *Harriot Jeaffreson*, and not being a Person bearing the Title of Viscount *Gormanston*, or an eldest Son or eldest Grandson or remoter Issue in the direct Line of Succession or Primogeniture of the then Viscount *Gormanston*, but being a Person of the Male Branch of that Family as should first or alone have attained or should first or alone attain the Age of Twenty-one Years, and the Heirs and Assigns of such Son, Grandson, or Great Grandson not being possessed of such Dignity, or in such direct Line of Succession and Primogeniture, it being his Will and Intention that his Estates should not go to the Person enjoying the Dignity of Viscount *Gormanston*; and if no one of the aforesaid Limitations to a Child of his the said Testator's said Cousin *Harriot Jeaffreson*, or to a Descendant of his said Cousin Viscount *Gormanston*, should take effect, the said Manors and other Hereditaments should be in trust for his the said Testator's own right Heirs; and he did thereby declare that after the respective Deaths of his said Cousins *Frances Margareta Walpole*, *Charlotte Louisa Walpole*, and *Harriot Jeaffreson*, and during the Minority of any Person who (if he or she had attained the Age of Twenty-one Years) would be entitled in possession to the Manors and other Hereditaments thereby devised, the said *Edward* Viscount *Clive* and *Robert Henry Clive*, or the Survivor of them, or the Heirs or Assigns of such Survivor, should receive and take the Rents, Issues, and Profits of the said Manors and other Hereditaments, or of the Shares thereof, thereby given to his said Cousins so dying, and should apply a competent Part thereof for or towards the Maintenance and Education of such Person who would be so entitled as aforesaid, and should accumulate, by Investment in the Public Stocks or Funds or on Government or Real Securities, the Residue of the said Rents and Profits, and the resulting Income of the said accumulating Fund, and he declared that all such Accumulations should belong to the Person

Person who should become beneficially entitled to the Inheritance of the said Manors and other Hereditaments, and he authorized the said Trustees and Trustee to vary such Stocks, Funds, and Securities when and as they and he might think proper; and he thereby declared it to be his Will and Desire that the Person who should become absolutely entitled under the Trusts aforesaid to the Manors and other Hereditaments thereby devised (being a Male), or the Husband or respective Husbands of such Person (being a Female), should, within a reasonable Time after coming into possession of the said Hereditaments or any Part thereof, take and use the Surname of *Robinson* only, and quarter the Arms of *Robinson* with his or their Arms, and should obtain an Act of Parliament or a Licence from the Crown to take and bear the said Surname and Arms, or should forfeit all Benefit under that his Will; and he declared that it should be lawful for the said *Frances Margareta Walpole*, *Charlotte Louisa Walpole*, and *Harriot Jeaffreson*, during their joint Lives, and after the Decease of any of them it should be lawful to and for the Survivors and Survivor of them, with the Consent of the Trustees or Trustee for the Time being under the said Will, during the Minority of any Person who (if he or she had attained the Age of Twenty-one Years) would be entitled in possession to the Manors and other Hereditaments thereby devised, and after the Decease of the Survivor of them it should be lawful for the said Trustees or Trustee during such Minority as last aforesaid, by Deed to appoint and demise by way of Lease all or any Part or Parts of the said Hereditaments to any Person or Persons for any Term of Years not exceeding Twenty-one Years, in possession, at the best yearly Rent that could be reasonably obtained for the same, without taking any Fine or Foregift for the making thereof, and so that in every such Lease there should be contained a Proviso for Re-entry on Nonpayment of the Rent or Rents to be thereby respectively reserved, and so that the Lessees should execute Counterparts of such Leases respectively, and thereby covenant for the due Payment of the Rents, and be not by any Clause or Words therein to be contained made dispunishable for Waste; and it was thereby provided, that if the said Trustees or either of them, or any Trustees or Trustee to be appointed as therein-after was mentioned, or their respective Heirs, Executors, or Administrators, should depart this Life, or decline or become incapable to act in the Trusts thereby created, then, and so often as it should so happen, it should be lawful for the surviving or continuing Trustee or Trustees, and if there should be no such Trustee or Trustees then for the Executors or Administrators of the last acting Trustee, by Deed to appoint a Trustee or Trustees in the Room of the Trustee or Trustees so dying or declining or becoming incapable to act; and upon the Appointment of any such new Trustee or Trustees the said Trust Estates, Stocks, Funds, and Securities should be vested in the new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or solely, as occasion should require, and every such new Trustee should have the same Powers and Authorities as the Trustee in whose Room he should be so appointed; And whereas the said Testator was at the Time of making his said Will, and thenceforward up to and at the Time of his Death, seised in Fee Simple of a Mansion House, Park,

Park, Woods, Plantations, Lands, and other Hereditaments, commonly called or known by the Name of the *Denston* Estate, situate in the several Parishes or Places of *Denston, Stansfield, Wickhambrook, Stradishall, Poslingford, and Hundon*, all in the County of *Suffolk*, comprising in the whole Two thousand one hundred and sixty Acres or thereabouts, and producing an annual Rental of Two thousand four hundred Pounds, more or less, and also the Tithes of Corn and Grain issuing and arising out of certain Lands in the Parish of *Denston*, and yielding the annual Sum of Eight Pounds or thereabouts, and the said Testator had no other Real Estate: And whereas the said Testator *William Henry Robinson* afterwards departed this Life on the Twelfth Day of *November* One thousand eight hundred and twenty-six, without having revoked or altered his said Will so far as the same relates to the Disposition of his Real Estates, and leaving the Right Honourable *Jenico Viscount Gormanston* (who in the said Will is described by the said Testator as his Cousin Viscount *Gormanston*) his Heir at Law, and also leaving the said *Edward Herbert* Earl of *Powis*, and the said *Robert Henry Clive, Frances Margareta Walpole, Charlotte Louisa Walpole, and Harriot Jeaffreson* respectively surviving: And whereas the said *Harriot Jeaffreson* afterwards, that is to say, on the Twenty-third Day of *June* One thousand eight hundred and twenty-seven, intermarried with *William Pigott* Esquire, and afterwards, that is to say, on the Twelfth Day of *March* One thousand eight hundred and thirty-eight, departed this Life, leaving an only Son, *Christopher William Pigott*, who has since taken the Name of *Jeaffreson*, and Two only Daughters, *Ada Pigott* and *Harriet Pigott*, surviving: And whereas the said *Christopher William Jeaffreson* is now an Infant under the Age of Twenty-one Years, that is to say, of the Age of Nine Years and Six Months, and the said *Ada Pigott* and *Harriet Pigott* are respectively Infants under the Age of Twenty-one Years, and unmarried: And whereas the said *Jenico Viscount Gormanston* has Five Sons, and no more, now living, namely, the Honourable *Edward Anthony John Preston*, the eldest Son, and the Honourable *Jenico Charles Preston, Robert Preston, Charles Preston, and Thomas Preston*, younger Sons, and the said *Edward Anthony John Preston* has Two Sons, and no more, now living, namely, *Jenico William Joseph Preston* and *Edward Francis John Preston*, and there is no other Male Issue in the Male Line of the said *Jenico Viscount Gormanston*: And whereas the various Farmhouses and Farm Buildings in and upon the Farms, Lands, and Hereditaments so devised as aforesaid are in a ruinous and dilapidated State, and for the most part utterly unfit for the Use and Habitation of an agricultural Tenant, and by reason thereof divers of the said Farms and Lands are let at yearly Rents greatly below the Rents for which the same might be let if the said Farmhouses and Farm Buildings thereon were put into a State of complete and tenantable Repair: And whereas it would be greatly advantageous to the Persons interested and to be interested in the Inheritance of the said Estates that divers of the said Farmhouses and Farm Buildings should be entirely taken down, and rebuilt of good and substantial Materials, and that a considerable Sum of Money should be laid out in the permanent Improvement of the said Estates: And whereas there is no Power given by the said Will to
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the Trustees thereof to raise any Money by way of Mortgage of all or any Part of the said Estates, and for Want of such a Power there are no Means of providing a Fund to defray the Expences of such Rebuildings and Improvements as aforesaid during the Lives of the Parties who are or may be beneficially entitled to the Rents and Profits of the said Estates for their respective Lives: And whereas it would be greatly advantageous to the Persons interested and to be interested in the Inheritance of the said Estates if a Power were given to the said *Edward Herbert* Earl of Powis and *Robert Henry Clive*, or the Trustees or Trustee for the Time being of the Will of the said *William Henry Robinson*, to raise Money by way of Mortgage of the said Estates and Hereditaments, but no such Power can be given except by the Authority of Parliament: And whereas by an Order of the High Court of Chancery, made on the Eleventh Day of *May* One thousand eight hundred and forty-three, in a certain Cause in which the said *Christopher William Jeaffreson*, *Ada Pigott*, and *Harriett Pigott*, by their next Friend *Henry Dymoke* Esquire, are Plaintiffs, and the said *Edward Herbert* Earl of Powis, *Robert Henry Clive*, *Frances Margareta Walpole*, *Charlotte Louisa Walpole*, *Jenico Viscount Gormanston*, *Jenico Charles Preston*, *Robert Preston*, *Charles Preston*, and *Thomas Preston*, are Defendants, it was referred to the Master to inquire and state to the Court whether it would be for the Benefit of the Parties interested in the *Denston* Estate (meaning thereby the Real Estates late of the said *William Henry Robinson* Esquire) that any and what new Buildings and substantial and permanent Improvements should be made on the said *Denston* Estate, or upon and with respect to the Mansion and Offices, Farmhouses and other Buildings thereon, and if so what Sum of Money ought to be expended upon such new Buildings and Improvements, and out of what Fund and how the same ought to be raised and provided, and what Order and Course ought to be observed by the Defendants, the Trustees of the said Will, with reference to the making and completing of such new Buildings and Improvements; and in making such Inquiry the said Master was to have regard to the Nature and Extent of the Interests and Estates of the several Parties interested therein, and he was to state in what Proportions the Expences of such new Buildings and substantial and permanent Improvements were to be borne and paid by the Parties entitled to the Rents and Profits of the said *Denston* Estate: And whereas

Order of Reference made in the Suit of *Jeaffreson* v. the Earl of Powis by the Court of Chancery as to Repairs, 11th May 1843.

Master's Report approving Repairs, 31st May 1844.

[Private.]

Order confirming
Report as to
Repairs,
23d July
1844.

Further Report of the
Master approving other
Repairs,
30th June
1845.

and eleven Pounds Nine Shillings and Five-pence, Residue of the said Sum of Six hundred and eleven Pounds Nine Shillings and Five-pence, should be raised by a Mortgage of the Inheritance of the said Estate and Hereditaments: And whereas by an Order of the High Court of Chancery, made in the said Cause of *Jeaffreson* against the Earl of *Powis*, on the Twenty-third Day of *July* One thousand eight hundred and forty-four, it was ordered that the Master's said Report bearing Date the Thirty-first Day of *May* One thousand eight hundred and forty-four should be confirmed; and it was declared that the said Sum of Four hundred and eleven Pounds Nine Shillings and Five-pence, which was in the said Order stated to have been advanced and paid by *Bartholomew Frere* Esquire, was charged upon the Estate and Hereditaments devised by the said Will, and that the same was a Debt due from the said Estate to the said *Bartholomew Frere*, with Interest after the Rate therein mentioned; and it was ordered that the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive* should pay and keep down the Interest on the said Chagre, and be allowed the same in passing their Accounts: And whereas the said *James William Farrer* Esquire, in pursuance of the said Order of the Eleventh Day of *May* One thousand eight hundred and forty-three, made his further Report in the said Cause of *Jeaffreson* against the Earl of *Powis* on the Thirtieth Day of *June* One thousand eight hundred and forty-five, and thereby certified to the Court that it would be for the Benefit of all the Parties interested in the said *Denston* Estate that the new Buildings detailed in the Specification marked (A.) set forth in the First Part of the First Schedule to his Report annexed, and in the Five Drawings respectively prepared by *Francis Wigg* therein named, should be erected upon *Westrupp's* Farm, Part of the *Denston* Estate aforesaid; and that the permanent Repairs and Alterations mentioned and specified in the Specification (B.), also set forth in the said First Part of the said First Schedule, and also prepared by the said *Francis Wigg*, should be done on the said Farm; and that the new Buildings detailed in the Specification marked (C.), also set forth in the Second Part of the said First Schedule, and in the Four Drawings also prepared by the said *Francis Wigg*, should be erected on *Rutter's* Farm, Part of the *Denston* Estate aforesaid; and that the permanent Repairs and Alterations detailed in the Specification marked (D.), also set forth in the Second Part of the said First Schedule, should be also done on the said last-mentioned Farm; and that the Cost of the said new Buildings, permanent Repairs, and Alterations should not exceed the Amounts of the Estimate of the said *Francis Wigg* as specified in the Second Schedule to his Report annexed, amounting altogether to the Sum of Three thousand and forty Pounds (exclusive of Architect's Charges); and that the said Works ought to be executed by a Contract or Contracts to be entered into after public Advertisement for Tenders (to be approved by him, the Master, in case of Difference,) under the Superintendence of the said *Francis Wigg*; and the said Master found that it would be fit and proper, and for the Benefit of the several Parties interested in the said Estate, that the Amount of the Costs of the said new Buildings and permanent Repairs and Alterations, not exceeding Three thousand and forty Pounds, should be advanced by the said *Bartholomew Frere* upon the Security of a further Charge

of the Hereditaments comprised in the Third Schedule to his Report annexed, and also upon the Residue of the said *Denston* Estate, and that the Interest to be paid in respect of the Sum to be advanced, and also in respect of his existing Incumbrances on the said *Denston* Estate, should be regulated and ascertained in the Manner stated in his said Report and in the Fourth Schedule thereto annexed, and that such Interest should be paid by the Trustees of the *Denston* Estate out of the Rents and Profits thereof, and that they should be allowed the same in passing their Accounts before the said Master: And whereas by an Order made in the said Cause on the Eleventh Day of July One thousand eight hundred and forty-five, after stating that the said *Frances Margareta Walpole* and *Charlotte Louisa Walpole* presented their Petition, praying that the said last-mentioned Report might be confirmed, and that the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive* might be at liberty to erect the new Buildings and permanent Improvements on *Westrupp's* Farm and *Rutter's* Farm aforesaid, in the Manner in the said Report mentioned, and that the said *Bartholomew Frere* might be at liberty to pay to the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive* the Amount of the Cost of such new Buildings and permanent Improvements, not exceeding Three thousand and forty Pounds, exclusive of Architect's Charges, and that it might be declared that the several Sums of Money which should be so advanced and paid by the said *Bartholomew Frere* should be a Debt due and owing from the said Estate to the said *Bartholomew Frere*, with Interest, after the Rate therein mentioned, his Honor the Vice Chancellor *Knight Bruce* declining to make the Order prayed, or to make any Order purporting to authorize any further Sum of Money to be raised by way of Mortgage of the *Denston* Estate, did declare that it was fit and proper, and for the Benefit of all Parties interested in the said *Denston* Estate, that an Act of Parliament should be obtained enabling and authorizing the Trustees of the said Will to charge on the said *Denston* Estate the Sum of Four hundred and eleven Pounds Nine Shillings and Five-pence, mentioned in an Order made in the said Cause of *Jeaffreson v. the Earl of Powis* and others, bearing Date the Twenty-third Day of July One thousand eight hundred and forty-four, and also to raise and charge by way of Mortgage of the *Denston* Estate, under the Direction of the said Court of Chancery, the said Sum of Three thousand and forty Pounds, and such further Sum or Sums of Money, not exceeding in the whole, with the said Sum of Three thousand and forty Pounds; the Sum of Ten thousand Pounds, for the Purpose of rebuilding and putting into a State of proper Repair the Farm Buildings and the other Buildings on the *Denston* Estate, and the Costs and Charges incidental to raising the same, and to obtaining the Direction of the Court touching the same, Provision being made in such Act that the Tenant or Tenants for Life for the Time being should, at their own Expence, keep in proper and tenantable Repair the said Farm Buildings and other Buildings when put into a State of proper and tenantable Repair: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Edward Herbert* Earl of *Powis*, *Robert Henry Clive*, *Frances Margareta Walpole*, *Charlotte Louisa Walpole*, *William Pigott* on behalf of his infant Children *Christopher William Jeaffreson*, *Ada Pigott*, and *Harriet Pigott*,

Order authorizing Application for Act of Parliament, 11th July 1845.

Power for the Trustees under Mr. Robinson's Will to raise by Mortgage 411l. 9s. 5d., advanced by Bartholomew Frere, Esq.

Pigott, Edward Anthony John Preston on behalf of his infant Son *Edward Francis John Preston, Jenico Charles Preston, Robert Preston, Charles Preston, and Thomas Preston*, and the said *Jenico Viscount Gormanston*, 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 from and immediately after the passing of this Act it shall and may be lawful to and for the said *Edward Herbert Earl of Powis and Robert Henry Clive*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Henry Robinson*, to levy and raise, or borrow and take up at Interest, by way of Mortgage or Charge, unto the said *Bartholomew Frere*, his Heirs, Executors, Administrators, or Assigns, of all and every or any of the Tenements, Lands, and Hereditaments comprised in the Description of the *Denston* Estate above mentioned, the said Sum of Four hundred and eleven Pounds Nine Shillings and Five-pence, and for securing the Repayment thereof to convey and assure in Fee Simple, or to demise or lease for any Term or Number of Years, by Deed to be sealed and delivered in the Presence of and attested by One or more than One Witness, the same Tenements, Lands, and Hereditaments unto the said *Bartholomew Frere*, his Heirs, Executors, Administrators, or Assigns, by way of Mortgage or Charge, so that in such Deed the said Sum of Four hundred and eleven Pounds Nine Shillings and Five-pence expressed to be thereby secured shall carry Interest at such Rate, and from such Time, and shall be subject to such Proviso for paying off the said Principal Sum, as shall be declared and ascertained by the Order of the High Court of Chancery to be made upon Petition in the said Cause of *Jeaffreson* against the Earl of *Powis* for that Purpose.

Power for the Trustees to raise 3,040l., and such further Sum as the Court of Chancery shall direct.

II. And be it further enacted, That it shall and may be lawful to and for the said Court of Chancery from Time to Time, upon Petition to be presented in the said Cause of *Jeaffreson* against the Earl of *Powis*, to order the said Sum of Three thousand and forty Pounds, and all such further and other Sum or Sums of Money as such Court shall think necessary to be expended upon the said *Denston* Estate and Hereditaments, or any Part thereof, for the Purpose of the substantial Repair, rebuilding, Improvement, or other Benefit of the said Estate or of any of the Buildings thereon, and also the Costs, Charges, and Expences of all Parties in and incidental to the obtaining and passing of this Act, to be raised by way of Mortgage or further Charge upon the Security of the said *Denston* Estate and Hereditaments, or of a competent Part thereof; and that thereupon it shall and may be lawful to and for the said *Edward Herbert Earl of Powis and Robert Henry Clive*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, to levy and raise, or borrow and take up at Interest, by way of Mortgage or further Charge of the said Estate and Hereditaments, or of a competent Part thereof, such further Sum or Sums of Money as the said Court of Chancery shall from Time to Time by any such Order or Orders as aforesaid direct, and for that Purpose, by any Deed or Deeds,

Deeds, to be respectively sealed and delivered in the Presence of and to be attested by One or more than One credible Witness, to convey and assure in Fee Simple, or to demise or lease for any Term or Number of Years, all and every or any of the said Estate and Hereditaments, or a competent Part thereof, by way of Mortgage or Charge, unto the Person or Persons who shall advance such Sum or Sums of Money as last aforesaid: Provided always, that the Sum or Sums of Money to be raised by virtue of this Act, and under the Authority thereof, upon the Security of the Estate and Hereditaments aforesaid, shall not in the whole, inclusive of the said Sum of Three thousand and forty Pounds, exceed the total Amount or Sum of Ten thousand Pounds; and that every Sum of Money which shall be directed to be raised under the Powers of this Act shall be made subject to such Proviso for paying off the same by means of a Sinking Fund to be created by the Trustees or Trustee for the Time being of the said Will, retaining such annual Sum or Sums out of the Rents and Profits of the said *Denston* Estate in such Manner and subject to such Restrictions as the said Court of Chancery shall in the Order directing such Sum to be raised limit or appoint, unless the said Court of Chancery shall upon Debate of this Matter in any Case refuse to direct any such Sinking Fund as aforesaid to be raised: Provided also, that from and after the Execution of the several Rebuildings, Repairs, and other substantial and permanent Improvements upon the *Denston* Estate aforesaid, for defraying the Expence of which Provision is hereby made, and during the Subsistence or Continuance of the Trusts of the said Will, the several Parties for the Time being beneficially entitled to the Rents and Profits of the said Estate and Hereditaments shall, out of the Rents and Profits of the said Estate receivable by them under the Trusts of the said Will, be liable to contribute a proportional Part of the Expence of keeping the said Estate and Hereditaments, and all Buildings and Erections and other Works thereon, in a State of proper and tenantable Repair; and that it shall and may be lawful to and for the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive*, and the Survivor of them, and other the Trustees and Trustee for the Time being of the said Will, and they and he are and is hereby required, out of the Rents and Profits payable to each of them the said Parties for the Time being beneficially entitled to the Rents and Profits of the said Estate and Hereditaments respectively, to pay and keep down in each and every Year a proportional Part (according to the Share or Interest of every such Person beneficially entitled as aforesaid) of the Expence of keeping the said Estate and Hereditaments, and all Buildings and Erections and other Works thereon, in a State of proper and tenantable Repair as aforesaid.

Proviso that the Monies raised under this Act, including the 3,040*l.*, do not exceed 10,000*l.*

Tenants for Life to keep the Farm Buildings in repair when required.

III. And be it further enacted, That when and as soon as any Mortgage of the said Estate and Hereditaments, or of any Part thereof, shall be made, under the Authority of this Act, and thenceforth yearly during such Time as the whole or any Part of the Principal Money secured by such Mortgage shall remain unpaid, it shall be lawful for the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive*, or the Survivor of them, or other the Trustee or Trustees for the Time being of the said Will, and they and he are and is hereby

Power for the Trustees to insure Buildings against Loss by Fire in their full Value.

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required, out of the Rents and Profits of the said Estate and Hereditaments, to cause or procure to be insured against Loss or Damage by Fire the several Buildings which shall be in and upon such Part or Parts of the said Estate and Hereditaments as shall be comprised in such Mortgage, and to keep the same insured in some or one of the public Offices in *London* or *Westminster* for Insurance against Fire, in the Names of them the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive*, or the Survivor of them, or other the Trustee or Trustees for the Time being of the said Will, and in such Sum or Sums, not exceeding Ten thousand Pounds in the whole, as on or at the annual or other appointed Days or Times of paying the Premium on every such Insurance shall be equal to the Value of the Buildings then standing and being on the said Estate and Hereditaments, or on such Part or Parts of the said Estate as shall be comprised in such Mortgage.

Power for the Trustees to fell Timber.

The Timber to be sold, and the Proceeds thereof invested.

IV. And be it further enacted, That it shall and may be lawful to and for the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, at any Time or Times during the Continuance of the Trusts of the said Will, to cut and fell all such Timber Trees growing upon the *Denston* Estate aforesaid, or upon any Part thereof, as shall from Time to Time be fit and proper to be felled, but not so as to take away from the Ornament or Shelter of the said Estate or of any Part thereof: Provided always, that whenever any Timber Trees upon the said Estate shall be so cut and felled under this Power, the same, unless required for the Purposes of Repairs upon the said Estate, shall forthwith be sold, and the Monies arising by such Sale shall be invested in the Purchase of Three *per Cent.* Consolidated Bank Annuities in the Names of the Trustees or Trustee for the Time being of the said Will; and the Dividends, Interest, and annual Produce which shall accrue thereon, and on the Investments hereby directed to be made of the Dividends thereof, shall also be from Time to Time invested in the Purchase of like Annuities in the same Names, in order that the same may accumulate by way of Compound Interest during the Continuance of the said Trusts, and that the whole of the said accumulating Fund shall become the Property and be transferred to the Person who under the said Will shall first become entitled to an absolute Estate in Fee Simple in the Tenements, Lands, and Hereditaments thereby devised.

Indemnity to Persons advancing Monies under the Powers of this Act.

V. And be it further enacted, That the Receipt or Receipts in Writing of the said *Edward Herbert* Earl of *Powis* and *Robert Henry Clive*, or of the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, for any Money payable to them or him under or by virtue of this Act, shall be good and sufficient Discharges for the same, and that the Person or Persons to whom such Receipt or Receipts shall be respectively given shall not be answerable or accountable for the Loss, Misapplication, or Nonapplication, or be in anywise bound or concerned to see to the Application, of the Money in such Receipt or Receipts respectively acknowledged to be received.

VI. Saving

VI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Frances Margareta Walpole, Charlotte Louisa Walpole, Christopher William Jeaffreson, Ada Pigott, and Harriet Pigott*, and the Sons of the said *Ada Pigott and Harriet Pigott*, and the Heirs Male of the respective Bodies of such Sons, and the said *Jenico Viscount Gormanston, Jenico Charles Preston, Robert Preston, Charles Preston, Thomas Preston, and Edward Francis John Preston*, and the said *Edward Herbert Earl of Powis and Robert Henry Clive* in their Capacity of such Trustees as aforesaid, and other the Trustees or Trustee for the Time being of the Will of the said *William Henry Robinson*, and all and every other Persons and Person to whom any Estate, Right, Title, or Interest at Law or in Equity of, in, to, or out of the *Denston* Estate aforesaid, or any Part thereof, has been devised or bequeathed, or has descended or devolved or shall descend or devolve, under the said Will,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said *Denston* Estate and Hereditaments, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

General Saving.

VII. 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.

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

