



ANNO SEPTIMO & OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 28.

An Act for enabling the Trustees of the Will of *William Atkins Bowyer* Esquire, deceased, to grant building, improving, and other Leases of certain Estates at *Clapham* in the County of *Surrey*, devised by the said Will and the Second Codicil thereto to the Trustees therein named.

[6th August 1844.]

**W**HEREAS *William Atkins Bowyer* late of the City of *Paris*, Esquire, by his Will, bearing Date the Nineteenth Day of *April* One thousand eight hundred and thirty-three, and duly executed and attested as the Law then required for the Devise of Freehold Estate, wherein he is described by his then Name and Addition of *William Atkins* of *Braywick Grove* in the County of *Berks*, Esquire, after reciting that by Indentures of Lease and Release and Settlement, bearing Date respectively the Twelfth and Fourteenth Days of *January* then last past, the Release and Settlement being made between him (the said Testator) of the First Part, his (the said Testator's) eldest Son *Henry Atkins Bowyer*, then and therein mentioned as *Henry Bowyer*, of the Second Part, *James*

Will of *William Atkins Bowyer*, Esquire, then *William Atkins*, 19th April 1833.

[Private.]



*Hodge Byles* Esquire of the Third Part, *Isabella Duncan*, then the Wife of his said Son *Henry*, by her then Name and Description of *Isabella Duncan Byles* Spinster, of the Fourth Part, *Charles Sawyer* and *Henry Hall Joy* Esquires of the Fifth Part, *William Rhodes James* and *Robert Hawthorn* Esquires of the Sixth Part, and his (the said Testator's) Second Son the Reverend *William Henry Wentworth Atkins Bowyer*, then and therein mentioned as *William Henry Wentworth Bowyer*, and *James Lewis* Esquire, of the Seventh Part, (being a Settlement made by him the said Testator previously to the Marriage of his said eldest Son *Henry Atkins Bowyer* with the said *Isabella Duncan* then his Wife,) the several Messuages, Lands, and Hereditaments described or comprised in the Schedule to the said Indenture of Release and Settlement, and which were situate in the Parish of *Clapham* in the County of *Surrey*, with their Appurtenances, were conveyed and settled by him (but subject to a Mortgage of the same and other Hereditaments made by him to the Reverend *George Augustus Dawson* for the Term of Five hundred Years, for securing to the said *George Augustus Dawson*, his Executors, Administrators, and Assigns, the Sum of Ten thousand Pounds, with Interest thereon at Four Pounds *per Centum per Annum*, by an Indenture bearing Date the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, and made between him the said Testator of the one Part, and the said *George Augustus Dawson* of the other Part,) to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations in the said Indenture of Release and Settlement limited, declared, and contained, and in part in the said Will after mentioned; (that was to say,) from and after the Solemnization of the said Marriage to the Use and Intent that his said eldest Son *Henry Atkins Bowyer* might during his Life receive a yearly Rent of Five hundred Pounds out of the said Messuages, Hereditaments, and Premises thereby settled; and to the further Use and Intent that his said eldest Son *Henry Atkins Bowyer*, if he should survive him, might after his Decease, during the Remainder of his Life, receive a further yearly Rent of Two thousand Pounds out of the same Messuages, Hereditaments, and Premises, with the usual Powers and Remedies for recovering the said yearly Rents of Five hundred Pounds and Two thousand Pounds when in arrear; and, subject thereto, to the Use of the said *Charles Sawyer* and *Henry Hall Joy*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the said Marriage, upon the usual Trusts for securing the said yearly Rents of Five hundred Pounds and Two thousand Pounds; and, subject thereto, to the Use and Intent that the said *Isabella Duncan Bowyer*, in case she should survive his said eldest Son *Henry Atkins Bowyer*, might from his Decease, during the Remainder of her Life, receive, in part of her Jointure, the yearly Rent of Five hundred Pounds, out of the said Messuages, Hereditaments, and Premises thereby settled; and to the further Use and Intent that the said *Isabella Duncan Bowyer*, in case she should survive both his said eldest Son *Henry Atkins Bowyer* and him (the said Testator), might from the Decease of the Survivor of them, during the Remainder of her Life, receive, in further Part of her Jointure, a further yearly Rent of Five hundred Pounds, out



of the same Messuages, Hereditaments, and Premises, with the usual Powers and Remedies for recovering the said Two yearly Rents of Five hundred Pounds and Five hundred Pounds when in arrear; and, subject thereto, to the Use of the said *William Rhodes James* and *Robert Hawthorn*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years from the Decease of his said eldest Son the said *Henry Atkins Bowyer*, upon the usual Trusts for securing the said Two yearly Rents of Five hundred Pounds and Five hundred Pounds; and, subject thereto, to the Use of the said *William Henry Wentworth Atkins Bowyer* and *James Lewis*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years, to commence from the Decease of the said *Henry Atkins Bowyer*, upon the Trusts therein declared for raising, in the Events therein mentioned, the Two several Sums of Forty thousand Pounds and Twenty-five thousand Pounds, for the Portions of the Child or Children of the said Marriage, or some of them, and certain yearly Sums for their Maintenance; and, subject thereto, to the Use of him (the said Testator), his Heirs and Assigns for ever; and that in the said Indenture of Release and Settlement was contained a Proviso, Agreement, and Declaration, that if at any Time during the Life of his (the said Testator's) said eldest Son *Henry Atkins Bowyer* the Messuages, Hereditaments, and Premises, Trust Monies, Stocks, Funds, and Securities, for the Time being by virtue of the same Indenture subject to and charged with the said annual Sums or yearly Rents of Five hundred Pounds and Two thousand Pounds, firstly therein-before limited, or such of them as should be then subsisting, should have become vested in his said eldest Son *Henry Atkins Bowyer*, his Heirs and Assigns, for his and their own absolute Use and Benefit, either in possession or remainder expectant upon his Decease, subject only to the said several annual Sums or yearly Rents of Five hundred Pounds, Two thousand Pounds, and Five hundred Pounds, and Five hundred Pounds, therein-before respectively limited, and to the said Powers and Remedies therein-before given for the Recovery of the same, and to the said Terms of One hundred Years, Two hundred Years, and Three hundred Years, therein-before limited, and to the Trusts thereof, or such of them as should be then subsisting, but freed and discharged from the said Mortgage for the said Term of Five hundred Years made by the Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, therein-before mentioned, and the said Sum of Ten thousand Pounds, and Interest, thereby secured, and from all other Incumbrances, except Leases at Rack Rent or Building or Repairing Leases, then and in such Case the said Portions therein-before provided for the Children of his said eldest Son *Henry Atkins Bowyer* by the said *Isabella Duncan* his Wife should not be raised, and the said Term of Three hundred Years therein-before limited for securing the same Portions should absolutely cease, determine, and be void, any thing therein-before contained to the contrary thereof in anywise notwithstanding; and reciting that he was desirous to devise and bequeath the said Messuages, Hereditaments, and Premises, and any Trust Monies, Stocks, Funds, and Securities for the Time being, by virtue of the said recited Indenture of Release and Settlement, subject to and charged with the said yearly Rents of Five hundred Pounds



Pounds and Two thousand Pounds, as aforesaid, so as by virtue of the said recited Proviso to make void the Provision thereby made or expressed to be made for the Children of the said Marriage, or any of them; therefore, in pursuance of his said Desire, he the said Testator did, so far as he was able so to do at Law or in Equity, release, exonerate, and discharge the said Messuages, Hereditaments, and Premises comprised in and settled by the said therein-recited Indentures of Lease and Release and Settlement of the Twelfth and Fourteenth Days of *January* then last, of and from the said Mortgage made to the said *George Augustus Dawson* by the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, and the said Sum of Ten thousand Pounds and Interest thereby secured, and all Claims and Demands whatsoever on account thereof respectively; and he gave, devised, and bequeathed the said Messuages, Hereditaments, and Premises comprised in and settled by the same Indentures of Lease and Release and Settlement, and other the Hereditaments, and the Trust Monies, Stocks, Funds, and Securities (if any) for the Time being, by virtue of the said Indenture of Release and Settlement, subject to and charged with the said yearly Rents of Five hundred Pounds and Two thousand Pounds thereby limited to the said *Henry Atkins Bowyer*, (subject only to the said several annual Sums or yearly Rents of Five hundred Pounds, Two thousand Pounds, Five hundred Pounds, and Five hundred Pounds, thereby limited, and to the Powers and Remedies thereby given for the Recovery of the same, and to the said several Terms of One hundred Years, Two hundred Years, and Three hundred Years, and to the Trusts thereof, or such of them as should be then subsisting, but freed from the said Mortgage Sum of Ten thousand Pounds, and the Interest thereof, and from all other Incumbrances, except Leases at Rack Rent, and Building and Repairing Leases,) unto and to the Use of his said eldest Son *Henry Atkins Bowyer*, his Heirs and Assigns for ever, for his and their own absolute Use and Benefit, and to the Intent that the Provision by the said Indenture of Release and Settlement made or expressed to be made for the Children of the said Marriage, and the said Term of Three hundred Years thereby limited, and the Trusts thereof, might be made void; and the said Testator by his said Will gave and bequeathed to his Wife *Frances Atkins Bowyer*, then and therein mentioned as *Frances Atkins*, and her Assigns, during her Life, an Annuity or yearly Sum of Two thousand five hundred Pounds of lawful Money of *Great Britain*, to commence from the Day of his Decease; and he also gave and bequeathed to each and every of his Sons (except his eldest or only Son living at the Time of his Decease), and his Executors, Administrators, and Assigns, during the Life of his said Wife, an Annuity or yearly Sum of One hundred Pounds of lawful Money aforesaid, to commence from the Day of his Decease; and he also gave and bequeathed to each and every of his Daughters who at the Time of his Decease should be unmarried, and should never have been married, an Annuity or yearly Sum of Sixty Pounds of lawful Money aforesaid, to be paid to each such Daughter during the Life of his said Wife, if such Daughter should so long live, and continue single, and to commence from the Day of his Decease; and he directed that during the Minority of each of his Sons and Daughters

to



to whom an Annuity might for the Time being be payable as aforesaid the same Annuity should be paid to his and her Guardians or Guardian, to be by them, him, or her applied for or towards the Maintenance and Education of such Son and Daughter; and the said Testator by his said Will gave and bequeathed unto the said *Henry Hall Joy* and *James Trebeck*, then and therein described as of *Green Street* in the Parish of *Saint George Hanover Square* in the County of *Middlesex*, Esquire, their Executors, Administrators, and Assigns, during the Life of his (the said Testator's) natural Daughter *Isabella*, then the Wife of *Thomas Kitchen* of Number Ten *Regent Street*, near the *Horseferry Road*, *Westminster*, Painter, before her Marriage known by the Name of *Isabella Williams*, and who was born at *Halifax* in *Nova Scotia* in the Year One thousand seven hundred and ninety-eight, an Annuity of Thirty Pounds of lawful Money aforesaid, to commence from the Day of his Decease, upon trust that they the said *Henry Hall Joy* and *James Trebeck*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, did and should pay and apply the said Annuity, from Time to Time as the same should become due, to such Person or Persons, and for such Intents and Purposes only, as the said *Isabella Kitchen*, notwithstanding her present or any future Coverture, and as if she were sole and unmarried, should from Time to Time during her Life, by any Writing or Writings signed by her own Handwriting, appoint, but not so as to deprive herself of the Benefit thereof by Sale, Mortgage, Charge, or any other Mode of Anticipation, and in default of and until such Appointment into the proper Hands of her the said *Isabella Kitchen* for her separate Use, exclusively of the said *Thomas Kitchen* or any future Husband, and without being in anywise subject to his Control, Debts, Interference, or Engagements; and in respect to each and every of the Annuities therein-before bequeathed he directed the same to be paid by Two equal half-yearly Payments in each and every Year, and the first Payment to be made at the End of Six Calendar Months after the same should commence; and in respect to each and every of the said Annuities which should cease and determine on any other Day than one of the said half-yearly Days of Payment he directed a proportionate Part of such Annuity to be paid from the last half-yearly Day of Payment up to the Day the same Annuity should so cease; and the said Testator by his said Will gave and devised unto the said *Henry Hall Joy* and *James Trebeck*, their Heirs and Assigns, all the Freehold and Copyhold or Customary Manors, Messuages, Lands, Tenements, and Hereditaments, at *Clapham* or elsewhere in the County of *Surrey*, of or to which he was, or any Person or Persons in trust for him was or were, seised or entitled, either in possession, reversion, remainder, or expectancy, or which in exercise of any special Power he was authorized or enabled to appoint by that his Will, with their Rights, Members, and Appurtenances, (except the said Messuages, Hereditaments, and Premises comprised in and settled by the therein-before recited Indentures of Lease and Release and Settlement of the Twelfth and Fourteenth Days of *January* then last past, and which are therein-before devised, and also except the Advowson or Right of Presentation of or to the Rectory or Parish Church of *Clapham* in the said County of *Surrey*, and also except all Estates vested in him upon

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any Trusts or by way of Mortgage,) to hold the same unto and to the Use of the said *Henry Hall Joy* and *James Trebeck*, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes therein-after expressed and declared of and concerning the same, and herein-after mentioned; (that is to say,) upon trust that they the said *Henry Hall Joy* and *James Trebeck*, and the Survivor of them, and the Heirs and Assigns of such Survivor, did and should, with all convenient Speed after his Decease, in the event of his said eldest Son *Henry Atkins Bowyer* surviving him, cause and procure the said Messuages, Hereditaments, and Premises comprised in and settled by the therein-before recited Indentures of Lease and Release and Settlement of the Twelfth and Fourteenth Days of *January* then last to be released and discharged of and from the said Sum of Ten thousand Pounds, and the Interest thereof, secured by the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, or so much thereof as should then remain due and owing, and all Claims and Demands in respect of the same, and cause and procure the said Term of Five hundred Years in the same Hereditaments to be assigned or surrendered unto his said eldest Son *Henry Atkins Bowyer*, his Heirs and Assigns, or as he or they should direct or appoint; and for the Purpose of obtaining such Release and Assignment or Surrender, upon trust that the said Trustees or Trustee did and should, by and out of the said Manor, Hereditaments, and Premises thereby devised to them as aforesaid, levy and raise all or any Part of the Principal Monies and Interest for the Time being due on the said Mortgage, and pay and apply the same in satisfaction of the whole or Part of the same Monies and Interest accordingly, and upon this further Trust, that the said Trustees or Trustee did and should, during the Continuance of this present Trust, from Time to Time pay and satisfy all Rates, Taxes, and other Outgoings in respect of the said Manor, Hereditaments, and Premises, and also the Interest for the Time being accruing due on any Mortgage or Mortgages subsisting at his Death of the said Manor, Hereditaments, and Premises, or any of them; and, if and when his said Trustees or Trustee should think proper, did and should, by and out of the said Manor, Hereditaments, and Premises, levy and raise any Sum and Sums of Money which should be necessary for paying off and discharging any such Mortgage or Mortgages, or any Part thereof respectively; and upon this further Trust, that the said Trustees or Trustee for the Time being did and should from Time to Time, by and out of the Rents, Issues, and Profits of the said Manor, Hereditaments, and Premises, pay the several Annuities bequeathed by his said Will, and such proportionate Part thereof respectively as aforesaid, as and when the same respectively should become due and payable; and upon this further Trust, that the said Trustees or Trustee did and should, as soon as conveniently might be after the Decease of his said Wife, by and out of the said Manor, Hereditaments, and Premises, levy and raise the Sum of Fifty thousand Pounds of lawful Money of *Great Britain*, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Day of the Decease of his said Wife, and did and should stand possessed of the said Sum of Fifty thousand Pounds, and the Interest thereof, upon and for the Trusts, Intents, and Purposes therein-after

declared



declared and contained of and concerning the same; and upon this further Trust, that the said Trustees or Trustee for the Time being did and should, subject to and after answering the several Trusts therein-before declared, and after raising, paying, and satisfying all Costs and Expences attending the said Trusts, which they and he are thereby authorized and empowered to do, stand and be seised and possessed of the said Manor, Hereditaments, and Premises, and of the Rents, Issues, and Profits thereof, in trust for his eldest or only Son living at the Time of his Decease, and his Heirs and Assigns for ever, and did and should convey and pay the same respectively accordingly, and that notwithstanding the said *Isabella Kitchen* should then be living, but if then living, subject to and charged with the said Annuity of Thirty Pounds therein-before bequeathed, in trust for her, for her Life; and the said Testator by his said Will did declare, that for the Purpose of levying and raising all or any of the Principal Monies, Interest, Costs, and Expences therein-before directed to be raised out of the said Manor, Hereditaments, and Premises lastly therein-before devised, it should be lawful for the said *Henry Hall Joy* and *James Trebeck*, and the Survivor of them, and the Heirs and Assigns of such Survivor, to mortgage in fee, or for any Term or Terms of Years, the said Manor, Hereditaments, and Premises, or any of them, or any Part thereof respectively, and also absolutely to sell and dispose of the said Manor, Hereditaments, and Premises, or any of them, or any Part thereof respectively, to any Person or Persons willing to purchase the same, for the best Price or Prices that could be reasonably obtained, either by public Auction or private Contract, and either in one Lot or in several Lots; and he did thereby declare that the said Trustees or Trustee who should so raise the said Sum of Fifty thousand Pounds, and the Interest thereof, therein-before directed to be raised as aforesaid, their or his Executors, Administrators, and Assigns, should stand and be possessed of and interested in the same Sum of Fifty thousand Pounds, and the Interest thereof, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after declared and contained of and concerning the same; (that is to say,) in trust for all and every his Children and Child then born or thereafter to be born who should be living at his Decease (except his eldest or only Son living at the Time of his Decease), and who being a Son or Sons should then have attained or should thereafter attain the Age of Twenty-one Years, and who being a Daughter or Daughters should then have attained or should thereafter attain the Age of Twenty-one Years, or should then have married, or should thereafter marry under that Age, and should be divided between or amongst such Children, if more than One, in equal Shares, as Tenants in Common, and their respective Executors, Administrators, and Assigns, and if there should be but One such Child then the whole should be in trust for such One or only Child, and his or her Executors, Administrators, and Assigns; and the said Testator by his said Will did provide and declare, that after the Decease of his said Wife, and in the meantime and until the Portions by that his Will provided for his said Children should have become vested in them respectively under the Trusts therein-before declared, the said Trustees or Trustee for the Time being did and should pay and apply so much as they or he should think necessary of  
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the Interest and Dividends of the Portion or Portions which should for the Time being not have become vested as aforesaid for or towards the Maintenance, Support, and Education, or otherwise for the Benefit of the Child or Children for the Time being entitled in expectancy to such Portion or Portions respectively, and did and should accumulate in manner therein mentioned so much of the Interest and Dividends as should not be required for such Maintenance, Education, Support, and Benefit as aforesaid, and did and should from Time to Time apply and dispose of the Stocks, Funds, and Securities produced by such Accumulations, and the Investment thereof, in manner therein also mentioned; and in and by the said Will, after reciting that by the Settlement made upon the Marriage of his (the said Testator's) Daughter *Frances Augusta* with her present Husband, the Reverend *Samuel Wyatt Cobb*, and which bears Date the Twenty-fifth Day of *October* One thousand eight hundred and twenty-eight, he (the said Testator) covenanted with *George Lambert* Esquire, *David Denne* Esquire, and his said Sons *William Henry Wentworth Atkins Bowyer* and *Henry Atkins Bowyer* (the Trustees of the said Settlement), that his Heirs, Executors, or Administrators should, within Two Years after the Decease of the Survivor of said Testator and *Frances* his Wife, pay unto the said *George Lambert*, *David Denne*, *William Henry Wentworth Atkins Bowyer*, and *Henry Atkins Bowyer*, their Executors, Administrators, or Assigns, the Sum of Five thousand Pounds, with Interest for the same at the Rate of Five Pounds *per Centum per Annum*, to be computed from the Expiration of Six Calendar Months next after the Decease of such Survivor, which same Sum and Interest it was by the said Settlement declared should be held upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, in the said Indenture of Settlement declared and contained of and concerning the same, he the said Testator did declare his Will to be, that the Share of the said Sum of Fifty thousand Pounds therein-before directed to be raised to which under the Trusts therein-before declared his said Daughter *Frances Augusta* should or otherwise would be entitled should not be paid to her, or her Executors, Administrators, or Assigns, when the same should become payable, but that the same Share and the Interest thereof should be paid to the said *George Lambert*, *David Denne*, *William Henry Wentworth Atkins Bowyer*, and *Henry Atkins Bowyer*, their Executors, Administrators, and Assigns, and be accepted and taken, if the same Share amounted to the Sum of Five thousand Pounds or upwards, in full, and if less than the Sum of Five thousand Pounds, then in part of the said Sum of Five thousand Pounds so by him covenanted to be paid as aforesaid, and the Interest thereof; and that the same Share should accordingly be held by the said Trustees upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations in the said Indenture of Settlement of the Twenty-fifth Day of *October* One thousand eight hundred and twenty-eight declared and contained of and concerning the said Sum of Five thousand Pounds so by him thereby covenanted to be paid as aforesaid, and the Interest thereof; and the said Testator by his said Will did declare, that the Provisions he had thereby made for his said Wife *Frances* were intended by him to be and should be



be accepted and taken by her in lieu, bar, and full Satisfaction of all Dower, Freebench, and Thirds, and every other Estate or Right which at Common Law, or by Custom or otherwise, she might be entitled to or might claim from his Real Estate; and upon Condition that upon the Request of his said Trustees or Trustee she did execute a Release of all such Estate or Right; and as to all the Rest and Residue of his Personal Estate and Effects, whatsoever and wheresoever, he gave and bequeathed the same unto the said *Henry Hall Joy* and *James Trebeck*, their Executors, Administrators, and Assigns, exonerated from the Principal Sums, Interest, Annuities, Costs, and Expences thereinbefore directed to be raised and paid out of his said Real Estates, upon trust as therein mentioned; and he did thereby appoint his said Wife *Frances Atkins Bowyer* and the said *Henry Hall Joy* and *James Trebeck* Executrix and Executors of that his Will, and he appointed his said Wife *Frances Atkins Bowyer* and the said *Henry Hall Joy* and *James Trebeck* Guardians of the Persons and Estates of his infant Children during their respective Minorities; and the said Testator did thereby provide and declare, that if the Trustees appointed in that his Will, or to be appointed as therein-after was mentioned, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, should happen to die, or be desirous of being discharged from or refuse or decline to act or become incapable of acting in the Trusts thereby in them respectively reposed as aforesaid, before the said Trusts should be fully executed, then and in such Case, and when and so often as the same should happen, it should be lawful for his said Wife *Frances Atkins Bowyer* during her Life, and after her Decease for the then surviving or continuing Trustees or Trustee, or the Executors or Administrators of the last surviving or continuing Trustee, by any Deed or Deeds, Instrument or Instruments in Writing, to be by her, them, or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustees or Trustee so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and when and so often as any new Trustee should be nominated and appointed as aforesaid all the Trust Estate, Monies, and Premises, or such of them as should then remain subject to the Trusts aforesaid, the Trustees or Trustee whereof should so die, or desire to be discharged, or refuse or decline to act, or become incapable of acting, as aforesaid, should be thereupon with all convenient Speed conveyed, assigned, and transferred in such Sort and Manner and so as that the same might be legally and effectually vested in the Person or Persons so to be appointed as aforesaid, either solely, or jointly with the surviving or continuing Trustee or Trustees, as Occasion should require, to the Uses, upon and for the Trusts, Intents, and Purposes thereinbefore expressed and declared of and concerning the said Trust Estate, Monies, and Premises, or such of them as should be then subsisting undetermined and capable of taking effect; and the Person or Persons so to be appointed as aforesaid should have all the Powers and Authorities of the Trustee, or Trustees in whose Room he or they should be substituted: And whereas the said Testator by a Codicil to his said Will, bearing Date the Ninth Day of *March* One thousand eight hundred and thirty-five, and duly executed and attested as

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Bowyer, then  
William  
Atkins,  
9th March  
1835.

aforesaid, gave and bequeathed to his Second Son the said *William Henry Wentworth Atkins Bowyer*, in addition to the Annuity of One hundred Pounds, and the other Benefits given and bequeathed to him by his said Will, an Annuity or yearly Sum of One hundred Pounds of lawful Money of *Great Britain*, to commence from the Day of his (the said Testator's) Decease, and to be paid to him during his Life, or until, under the Trusts of his said Will, he should be presented to the Rectory of *Clapham* in the County of *Surrey*, or would have been presented thereto if capable and willing to accept the same; and he directed that the said Annuity of One hundred Pounds thereby bequeathed should be paid out of the Estate and Effects out of which the said Annuity of One hundred Pounds by the said Will bequeathed to his said Son was by his said Will directed to be paid, and that the same should be paid half-yearly, and that the first half-yearly Payment thereof should be made at the End of Six Calendar Months from the Day of his (the Testator's) Decease: And whereas *Henrietta Elizabeth*, One of the Daughters of the said *William Atkins*, on or about the Twenty-eighth Day of *May* One thousand eight hundred and thirty-five, intermarried with *Charles Vincent Joachim Eyre* Esquire: And whereas by Licence under the Royal Sign Manual, dated the Sixteenth Day of *November* One thousand eight hundred and thirty-five, the said *William Atkins* and his Issue were authorized to assume and take, and did accordingly assume and take, the Surname of *Bowyer* in addition to that of *Atkins*: And whereas the said *Henry Hall Joy* (One of the Trustees and Executors named in the said Will, and also One of the Guardians thereby appointed of the Testator's infant Children,) departed this Life on or about the Seventh Day of *July* One thousand eight hundred and forty: And whereas the said Testator by a Second Codicil to his said Will (in which he is described by his then Name of *William Atkins Bowyer*), which Codicil bears Date the Twenty-second Day of *July* One thousand eight hundred and forty, and was duly executed and attested, after reciting that in and by his said Will he had given, devised, and bequeathed certain Real and Personal Estate unto the said *Henry Hall Joy* and *James Trebeck*, their Heirs, Executors, Administrators, and Assigns respectively, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in and by his said Will declared and contained of and concerning the same respectively, and that he had thereby appointed his Wife, and the said *Henry Hall Joy* and *James Trebeck*, Executrix and Executors of his said Will, and Guardians of the Persons and Estates of his infant Children during their respective Minorities; and reciting that the said *Henry Hall Joy* had then lately departed this Life, and that he (the said Testator) was desirous to appoint *Charles Sawyer* of *Altwood* near *Maidenhead* in the County of *Berks*, Esquire, a Trustee and Executor of his said Will, and a Guardian of the Persons and Estates of his infant Children during their respective Minorities, in the Place of the said *Henry Hall Joy*, therefore he did appoint the said *Charles Sawyer* to be a Trustee of his said Will jointly with the said *James Trebeck*, and in the Stead and Place of the said *Henry Hall Joy*, and also to be an Executor of his said Will, and a Guardian of the Persons and Estates of his infant Children during their respective Minorities, jointly with his said Wife and the said *James Trebeck*, and in the Stead and Place

Second Codicil to Will of said William Atkins Bowyer, 22d July 1840.



Place of the said *Henry Hall Joy*, and accordingly he gave, devised, and bequeathed unto the said *James Trebeck* and *Charles Sawyer*, their Heirs, Executors, Administrators, and Assigns respectively, all the Real and Personal Estates and Effects in and by his said Will given, devised, and bequeathed unto the said *Henry Hall Joy* and *James Trebeck*, their Heirs, Executors, Administrators, and Assigns respectively, as aforesaid, to hold the same Real and Personal Estates and Effects unto the said *James Trebeck* and *Charles Sawyer*, their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality thereof respectively, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in and by his said Will and First Codicil, or one of them, declared and contained of and concerning the same, in such and the same Manner as if the Name of the said *Charles Sawyer* had been inserted in his said Will as a Trustee instead of the Name of the said *Henry Hall Joy*; and after reciting that in and by his said Will he had directed his Trustees or Trustee for the Time being, as soon as conveniently might be after the Death of his Wife, to raise, in manner therein mentioned, the Sum of Fifty thousand Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Decease of his said Wife, and to stand possessed of the same Sum and Interest in trust as herein-before mentioned; and reciting that he was desirous to settle upon the Trusts and in the Manner therein-after expressed the Share or Shares to which, under the Trusts of his said Will, his Daughter *Henrietta Elizabeth*, then the Wife of *Charles Vincent Joachim Eyre* Esquire, might or if living at his Decease would become entitled to in the said Sum of Fifty thousand Pounds, he therefore directed that the Share or Shares to which under and by virtue of his said Will his said Daughter *Henrietta Elizabeth Eyre* should or if living at his Decease would become entitled of and in the said Sum of Fifty thousand Pounds, and the Interest thereof, should upon the Decease of his said Wife, and whether his said Daughter *Henrietta Elizabeth Eyre* should be living at his Decease or should die in his Lifetime, be paid unto his Sons the said *Henry Atkins Bowyer* and *William Henry Wentworth Atkins Bowyer*, their Executors, Administrators, or Assigns, and that they should stand and be possessed of and interested in the same Share or Shares upon and for the Trusts, Intents, and Purposes, under and subject to the Powers, Provisoos, and Declarations therein-after declared and contained of and concerning the same; (that is to say,) upon trust that they the said *Henry Atkins Bowyer* and *William Henry Wentworth Atkins Bowyer*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, did and should, when and as they or he should be entitled to receive the said Share or Shares, call in and require Payment of the same, and lay out and invest the Money arising thereby in their or his Names or Name in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and did and should from Time to Time (but with such Consent as therein mentioned) alter, vary, and transpose the same for or into other Stocks, Funds, or Securities of the like Nature, as therein mentioned, and did and should during the joint Lives of the said *Charles Vincent Joachim Eyre* and *Henrietta Elizabeth* his Wife



Wife pay, apply, and dispose of the Interest, Dividends, and annual Proceeds of the said Trust Monies, Stocks, Funds, and Securities to such Person or Persons only, and for such Intents and Purposes only, as the said *Henrietta Elizabeth Eyre*, notwithstanding her Coverture, and as if she were sole and unmarried, should from Time to Time, by any Writing or Writings, signed by her with her Name in her own Hand, direct or appoint, but not so as to deprive herself of the Benefit thereof by Sale, Mortgage, Charge, or any other Mode of Anticipation, and in default of and until such Direction or Appointment into the proper Hands of her the said *Henrietta Elizabeth Eyre*, for her sole and separate Use and Benefit, exclusively of her Husband the said *Charles Vincent Joachim Eyre*, and without being in anywise subject to his Control, Debts, Interference, or Engagements; and after the Decease of such one of them the said *Charles Vincent Joachim Eyre* and *Henrietta Elizabeth* his Wife as should first depart this Life, then did and should pay the Interest, Dividends, and annual Proceeds of the said Trust Monies, Stocks, Funds, and Securities to or permit the same to be received by the Survivor of them the said *Charles Vincent Joachim Eyre* and *Henrietta Elizabeth* his Wife, or by his or her Assigns during his or her Life; and after the Decease of such Survivor the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends and annual Proceeds thereof, should remain and be in trust for all and every the Children and Child of the said *Henrietta Elizabeth Eyre* by the said *Charles Vincent Joachim Eyre* or any future Husband, and which Children should be living at the Time of his Decease, or born in due Time afterwards, who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain the Age of Twenty-one Years or marry under that Age, and should be divided between or amongst the said Children (if more than One) in equal Shares as Tenants in Common, and if there should be but One such Child then the whole should be in trust for that One Child; but in case there should be no Child of the said *Henrietta Elizabeth Eyre*, who under the Trusts aforesaid should become entitled to the said Trust Monies, Stocks, Funds, and Securities, then after the Decease of the Survivor of them the said *Charles Vincent Joachim Eyre* and *Henrietta Elizabeth* his Wife, and such Default or Failure of the Children of the said *Henrietta Elizabeth Eyre* as aforesaid, the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Proceeds thereof, should remain and be in trust for the Person or Persons who under the Statutes made for the Distribution of the Effects of Intestates would at the Time this present Trust should take effect have become entitled thereto as the next of Kin of the said *Henrietta Elizabeth Eyre*, in case she had at that Time died unmarried, without Issue and intestate, and to be divided between or amongst the same Persons respectively, if more than One, in the Shares and Proportions in which the same in the Events aforesaid would under or by virtue of the said Statutes be divided amongst the said Persons respectively; and the said Codicil contained Provisions for the Maintenance of the said Children and for their Advancement, and in all other respects he did thereby ratify and confirm his said Will and the said First Codicil thereto: And whereas the said Testator by a Third Codicil to his said Will, bearing Date the Seventh Day of *December* One thousand eight hundred



hundred and forty-two, and duly executed and attested, after reciting that in and by his said Will he had directed his Trustees or Trustee for the Time being, as soon as conveniently might be after the Decease of his Wife, to raise in manner therein mentioned the Sum of Fifty thousand Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Decease of his said Wife, and to stand possessed of the same Sum and Interest in trust as herein-before mentioned; and reciting that by the Settlement made previous to and in consideration of the Marriage of his Daughter *Penelope Maria* with the Reverend *William Francklin*, her then present Husband, (which Settlement bore Date on or about the Sixth Day of *December* One thousand eight hundred and forty-two,) he (the said Testator) covenanted, for himself, his Heirs, Executors, and Administrators, with the Trustees of such Settlement, that in case the Marriage then intended between the said *William Francklin* and his said Daughter should be solemnized, the Heirs, Executors, or Administrators of him the said Testator should and would, within Twelve Calendar Months next after the Death of himself and of *Frances Atkins Bowyer* his present Wife, well and truly pay or cause to be paid unto the Trustees therein named, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the same Settlement, the Sum of Five thousand Pounds of lawful Money, with Interest thereon after the Rate of Four Pounds *per Centum per Annum* from the Day of the Decease of the Survivor of him and his said Wife, and that it was thereby agreed and declared that the Trustees of the said Settlement should stand and be possessed of the said Sum of Five thousand Pounds, and the Stocks, Funds, and Securities in or or upon which the same might be laid out and invested, as therein directed, upon and for the Trusts and Purposes therein expressed or declared of or concerning the same; and reciting that he was desirous that the said Sum of Five thousand Pounds, so by him covenanted to be paid by his Heirs, Executors, or Administrators within Twelve Months next after the Death of himself and of his said Wife, as aforesaid, with the Interest for the same, should be paid out of the said Sum of Fifty thousand Pounds, with the Interest thereon, by his Will directed to be raised, as soon as conveniently might be after the Death of his said Wife, as therein-before mentioned, and should be in lieu of and full Satisfaction for the Share of his said Daughter of and in the same Sum of Fifty thousand Pounds, with Interest for the same, under his said Will; he therefore did accordingly direct that the said Sum of Five thousand Pounds in and by the said Settlement by him covenanted to be paid by his Heirs, Executors, or Administrators as aforesaid, with the Interest for the same, should be paid and satisfied out or by means of the said Sum of Fifty thousand Pounds, with the Interest thereon, by his Will directed to be raised, as therein-before mentioned, and that the said Sum of Five thousand Pounds, with the Interest for the same, should be in lieu of and full Satisfaction for the Part or Share of his said Daughter *Penelope Maria*, then the Wife of the said *William Francklin*, under his said Will, of and in the said Sum of Fifty thousand Pounds, with the Interest thereon, or the Part or Share which his said Daughter would have been entitled to of and in the same Sum.

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Bowyer,  
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of Fifty thousand Pounds, with the Interest thereon, under his said Will, in case the present Codicil had not been made; and he further directed that the Residue of the said Sum of Fifty thousand Pounds, with the Interest thereon, after Payment or Satisfaction of the said Sum of Five thousand Pounds, with the Interest for the same Sum, should be in trust for the remaining Objects of the Trusts and Directions of or as to and concerning the said Sum of Fifty thousand Pounds, with the Interest thereon, under his said Will, and the said Second Codicil thereto, in exclusion of his Daughter *Penelope Maria*, in the same Manner and as effectually as it would have been if the Sum directed to be raised by his said Will had been originally Forty-five thousand Pounds, with Interest thereon, instead of Fifty thousand Pounds, with Interest, and his said Daughter *Penelope Maria* had been originally excluded from the Benefit of the aforesaid Trusts of his said Will; and he did thereby ratify and confirm his said Will in all other respects, and did also ratify and confirm the said First and Second Codicils thereto: And whereas the Testator died on the Ninth Day of *February* One thousand eight hundred and forty-four, without revoking or altering his said Will, except so far as the same was altered by the said Codicils, and without revoking or altering the same Codicils, and the said Will and Codicils have since his Death been duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas there were Eleven Children of the said Testator living at his Death, namely, the said *Frances Augusta Cobb*, the said *Henry Atkins Bowyer* his eldest Son, the said *William Henry Wentworth Atkins Bowyer* his Second Son, the said *Henrietta Elizabeth Eyre*, *George Douglas Atkins Bowyer*, *Edward Atkins Bowyer*, the said *Penelope Maria Francklin*, *Mary Theresa Atkins Bowyer*, *Anne Elizabeth Atkins Bowyer*, *Eleanor Catherine Atkins Bowyer*, and *Emily Frances Atkins Bowyer*: And whereas by the Indenture bearing Date the Twenty-fifth Day of *October* One thousand eight hundred and twenty-eight, referred to in the said Will, and which was made between the said Testator (then *William Atkins*) of the First Part, the said *Frances Augusta Cobb*, by her then Name and Description of *Frances Augusta Legge* Widow, of the Second Part, the said *Samuel Wyatt Cobb* of *Ightham* in the County of *Kent*, Clerk, of the Third Part, and the said *George Lambert* of *Thames Ditton* in the County of *Surrey*, Esquire, *David Denne* of *Lydd* in the County of *Kent*, Esquire, the said *William Henry Wentworth Atkins Bowyer*, by his then Name of *William Henry Wentworth Bowyer*, and the said *Henry Atkins Bowyer*, by his then Name of *Henry Bowyer*, of the Fourth Part, (being the Settlement made on the Marriage of the said *Frances Augusta Legge* with the said *Samuel Wyatt Cobb*,) the said Testator covenanted with the said *George Lambert*, *David Denne*, *William Henry Wentworth Atkins Bowyer*, and *Henry Atkins Bowyer*, their Executors, Administrators, and Assigns, that in case the said intended Marriage should be solemnized, the Heirs, Executors, or Administrators of him the said Testator should and would, within Two Years next after the Decease of the Survivor of him the said Testator and the said *Frances* his Wife, pay unto the said *George Lambert*, *David Denne*, *William Henry Wentworth Atkins Bowyer*, and *Henry Atkins Bowyer*, their Executors, Administrators, or



Assigns, the full Sum of Five thousand Pounds of lawful Money of *Great Britain*, with Interest for the same at the Rate of Five Pounds for One hundred Pounds by the Year, to be computed from the Expiration of Six Calendar Months next after the Decease of the Survivor of them the said Testator and *Frances* his Wife, but nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations therein-after declared and contained concerning the same; and it was thereby agreed and declared between and by the Parties to the same Indenture, that the said *George Lambert*, *David Denne*, *William Henry Wentworth Atkins Bowyer*, and *Henry Atkins Bowyer*, their Executors, Administrators, or Assigns, should stand and be possessed of and interested in the said Sum of Five thousand Pounds therein-before covenanted to be paid, and the Interest thereof, upon trust that they the said Trustees or Trustee for the Time being should recover and receive the said Sum of Five thousand Pounds thereby covenanted to be paid as aforesaid, when the same should become payable, and should lay out and invest the said Sum of Five thousand Pounds, when the same should be received, in their or his Names or Name, in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest on Government or Real Securities in *England* or *Wales*, and should from Time to Time, with such Consent or at such Discretion as therein mentioned, alter, vary, and transpose the said Trust Monies so to be laid out and invested as aforesaid, and the Stocks, Funds, and Securities in or upon which the same should for the Time being be laid out and invested, for or into other Stocks, Funds, and Securities of a like Nature; and, subject to the Trusts aforesaid, upon further Trust that the said Trustees or Trustee for the Time being should pay the Interest, Dividends, and annual Produce of the said Trust Monies, Stocks, Funds, and Securities, and certain other Stocks, Funds, and Securities therein mentioned, unto or permit the same to be received by the said *Samuel Wyatt Cobb* or his Assigns during his Life, and after his Decease should pay the said Interest, Dividends, and annual Produce unto or permit the same to be received by the said *Frances Augusta Legge* or her Assigns during her Life, and after the Decease of the Survivor of them the said *Samuel Wyatt Cobb* and *Frances Augusta Legge* the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, should remain and be in trust for all and every or such One or more exclusively of the other or others of the Children of the said *Samuel Wyatt Cobb* by the said *Frances Augusta Legge*, or all and every or such One or more exclusively of the other or others of any Issue (born in the Lifetime of the said *Samuel Wyatt Cobb*) of any such Child or Children for the Time being deceased, with such Provision for their respective Maintenance, Education, and Advancement, and at such Age, Day, or Time, or respective Ages, Days, or Times, (not happening after Twenty-one Years, to be computed from the Decease of the said *Samuel Wyatt Cobb*,) and if more than One in such Parts, Shares, and Proportions, and charged with such annual Sums of Money and Limitations over for the Benefit of the said Children or Issue, or some or one of them, and upon such Conditions, and with such Restrictions, and in such Manner as the said *Samuel Wyatt Cobb*, by any Deed or  
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Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be executed and attested in manner therein mentioned; or by his last Will and Testament in Writing; or by any Codicil or Codicils thereto, should from Time to Time direct or appoint; and in default of such Direction or Appointment, and so far as any such Direction or Appointment, if incomplete, should not extend, in trust for all and every the Children and Child of the said *Samuel Wyatt Cobb* by the said *Frances Augusta Legge* who being a Son or Sons should attain the Age or respective Ages of Twenty-one Years, and who being a Daughter or Daughters should attain the Age or respective Ages of Twenty-one Years or should respectively marry under that Age; with the Consent of her or their Parent or Parents, Guardian or Guardians, and to be paid and transferred to and divided between or amongst such Children, if more than One, in equal Shares, and their respective Executors, Administrators, and Assigns, on or at the same Ages or Times respectively, if the same respectively should happen after the Decease of the Survivor of them the said *Samuel Wyatt Cobb* and *Frances Augusta Legge*, but if the same should happen in the Lifetime of them or of the Survivor of them then immediately after the Decease of such Survivor, and in case there should be but One such Child, then the whole of the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, should be in trust for such One or only Child, and his or her Executors, Administrators, or Assigns, and be paid and transferred to him, her, or them at such Age or Time as aforesaid, accordingly; and the said Indenture contains Provisions for the Maintenance and Advancement of the said Children; and it was thereby further agreed and declared between and by the Parties to the said Indenture now in recital, that in case there should be no Child or Children or other Issue of the said *Samuel Wyatt Cobb* by the said *Frances Augusta Legge* in whom the said Trust Monies, Stocks, Funds, and Securities should become absolutely vested under the Trusts and Provisions therein-before declared and contained, then and in such Case the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, should, after the Decease of the said *Samuel Wyatt Cobb*, and such Failure of Issue of the said intended Marriage, (but subject and without Prejudice to the Trusts and Purposes aforesaid,) remain and be upon the Trusts following; (that is to say,) if the said *Frances Augusta Legge* should survive the said *Samuel Wyatt Cobb*, then in trust for the said *Frances Augusta Legge*, her Executors, Administrators, and Assigns, for her and their absolute Benefit; but if the said *Frances Augusta Legge* should depart this Life in the Lifetime of the said *Samuel Wyatt Cobb*, then upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as the said *Frances Augusta Legge* by her last Will and Testament in Writing, or any Writing purporting to be her Will, or any Codicil or Codicils thereto, to be by her signed and published in the Presence of and attested by Two or more credible Witnesses, should, notwithstanding her said intended Coverture, from Time to Time direct or appoint; and in default of such Direction or Appointment, and so far as any such Direction or Ap-  
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pointment, if incomplete, should not extend, in trust for the Person or Persons who under or by virtue of the Statutes made for the Distribution of the Estates of Intestates would then be entitled thereto in case the said *Frances Augusta Legge*, having survived the said *Samuel Wyatt Cobb*, were to die possessed thereof intestate, and to be divided between or among such Persons (if more than One) in the Shares and Proportions in which the same would be divisible by virtue of the same Statutes; and the said Indenture also contains a Provision enabling the said *Frances Augusta Legge*, in case her said intended Husband should depart this Life in her Lifetime, and in other the Events therein mentioned, to make a Settlement upon any subsequent Marriage: And whereas, soon after the Execution of the Indenture lastly herein-before recited, and on or about the Twenty-eighth Day of *October* One thousand eight hundred and twenty-eight, the Marriage between the said *Frances Augusta Legge* and *Samuel Wyatt Cobb* was duly solemnized: And whereas by the said Indenture bearing Date the Fifth Day of *December* One thousand eight hundred and forty-two (referred to in the said Third Codicil, and therein mentioned by Mistake to bear Date the Sixth Day of *December* One thousand eight hundred and forty-two), and which is made between the said *William Francklin* of *Timberscombe* in the County of *Somerset*, Clerk, of the First Part, the said *Penelope Maria*, the Wife of the said *William Francklin*, by her then Name and Description of *Penelope Maria Atkins Bowyer* Spinster, of the Second Part, the said Testator of the Third Part, *William Frederick Tinling* of *Chapel Street, Grosvenor Square*, in the County of *Middlesex*, Esquire, a Lieutenant Colonel in the Army, *Edward Kent Strathern Butler* of the Island of *Jersey*, Esquire, late Lieutenant Colonel in Her Majesty's Thirty-fifth Regiment, the said *Henry Atkins Bowyer* and the said *William Henry Wentworth Atkins Bowyer*, of the Fourth Part, (being the Settlement made on the Marriage of the said *Penelope Maria Francklin* with the said *William Francklin*,) it was declared that the said *William Frederick Tinling*, *Edward Kent Strathern Butler*, *Henry Atkins Bowyer*, and *William Henry Wentworth Atkins Bowyer* should stand and be possessed of certain Monies, Stocks, Funds, and Securities therein mentioned, after the Solemnization of the said Marriage, upon trust to pay unto the said *William Francklin* or his Assigns, or to empower and permit and suffer him or them to receive and take, the Interest, Dividends, and annual Proceeds thereof, for his or their own Use and Benefit during his Life, and from and after his Decease upon trust to pay unto the said *Penelope Maria Francklin* or her Assigns, or to empower and permit and suffer her or them to receive and take, the Interest, Dividends, and annual Proceeds thereof, for her and their own Use and Benefit during her Life, and from and after the Decease of the Survivor of them the said *William Francklin* and *Penelope Maria* his Wife then as to and concerning the Principal or Capital of the said Monies, Stocks, Funds, and Securities, upon trust for all and every or such one or more exclusively of the other or others of the Child or Children of the said then intended Marriage, or for all and every or such one or more exclusively of the other or others of the lawful Issue (born in the Lifetime of the said *William Francklin* and *Penelope Maria Francklin*, or the Survivor of them,) of any one or

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more of such Child or Children, or both, for all and every or such one or more exclusively of the other or others of the said Child or Children, and all and every or such one or more exclusively of the other or others of their or any of their Issue, (born as aforesaid,) on or at such Age, Day, or Time, or such Ages, Days, or Times, not exceeding Twenty-one Years from the Decease of the Survivor of them the said *William Francklin* and *Penelope Maria* his Wife, and in such Manner, and if more than one in such Shares or Proportions; and subject to such annual or other Sum or Sums, and such Conditions or Limitations over for the Benefit of or relating to the said Children and Issue, or any of them, and with such Provision for their or any of their Maintenance and Advancement, as they the said *William Francklin* and *Penelope Maria* his Wife, at any Time or Times during their joint Lives, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be sealed and delivered by them both in the Presence of and attested by Two or more credible Witnesses, should jointly direct or appoint, and for Want of such joint Direction or Appointment, or so far as such joint Direction or Appointment should not extend, then as the Survivor of them the said *William Francklin* and *Penelope Maria* his Wife, at any Time or Times, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, to be by him or her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his or her last Will and Testament in Writing, or by any Writing in the Nature of or purporting to be his or her last Will and Testament, or any Codicil or Codicils thereto, to be by him or her duly executed, should, after the Decease of him or her first dying, direct or appoint, and for Want of such Direction or Appointment, and so far as any such Direction or Appointment should not extend, in trust for all and every the Child and Children of the said then intended Marriage who 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, which should first happen, and if there should be Two or more such Children equally to be divided between or among them, Share and Share alike, as Tenants in Common, and in case there should be only one such Child who being a Son should live to attain the Age of Twenty-one Years, or being a Daughter should live to attain that Age or be married, then in trust for such only Child, and the said Shares or Portions, Share or Portion, to be respectively paid or transferred at the Time or Times at which the same should respectively become vested as aforesaid; if the same respectively should happen after the Decease of the Survivor of them the said *William Francklin* and *Penelope Maria* his Wife; but if the same should happen in the Lifetime of them or the Survivor of them then immediately after the Decease of such Survivor; and the said Indenture contains Provisions for the Maintenance and Advancement of such Children; but in case there should be no Child of the said then intended Marriage who being a Son should live to attain the Age of Twenty-one Years, or being a Daughter should live to attain that Age or be married, then it was thereby agreed and declared between and by the Parties thereto, that they the said Trustees or Trustee for the Time being of the said Indenture of Settlement now  
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in recital should, from Time to Time after the Decease of the said *Penelope Maria Francklin*, but without Prejudice to any of the Trusts or Powers therein-before declared and contained, stand possessed of and interested in the said Money, Stocks, Funds, and Securities, or so much thereof as should not have become vested in any Child or Children or other Issue of the said intended Marriage, and as should not have been applied for the Advancement of any of the said Children being a Son or Sons, as therein-before is mentioned, in trust for the said *William Francklin*, his Executors, Administrators, and Assigns, absolutely; and he the said Testator *William Atkins Bowyer* thereby covenanted with the said *William Frederick Tinling*, *Edward Kent Strathern Butler*, *Henry Atkins Bowyer*, and *William Henry Wentworth Atkins Bowyer*, their Executors and Administrators, that in case the said then intended Marriage between the said *William Francklin* and the said *Penelope Maria Atkins Bowyer* should be solemnized, the Heirs, Executors, or Administrators of the said *William Atkins Bowyer* should and would, within Twelve Calendar Months next after the Death of the said *William Atkins Bowyer* and of *Frances Atkins Bowyer* his Wife, pay unto the said *William Frederick Tinling*, *Edward Kent Strathern Butler*, *Henry Atkins Bowyer*, and *William Henry Wentworth Atkins Bowyer*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the same Indenture, the Sum of Five thousand Pounds of lawful Money of the United Kingdom of *Great Britain and Ireland*, with Interest thereon after the Rate of Four Pounds *per Centum per Annum* from the Day of the Decease of the Survivor of them the said *William Atkins Bowyer* and *Frances Atkins Bowyer* his Wife; and it was thereby agreed and declared that the said *William Frederick Tinling*, *Edward Kent Strathern Butler*, *Henry Atkins Bowyer*, and *William Henry Wentworth Atkins Bowyer*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the same Indenture, should, upon Receipt of the said Sum of Five thousand Pounds so by the said *William Atkins Bowyer* covenanted to be paid as aforesaid, with such Consent as therein mentioned, lay out and invest the same in their or his Names or Name in some or one of the Parliamentary Funds or Stocks of *Great Britain*, or at Interest upon Real Securities in *England or Wales*, and should stand and be possessed of and interested in the said last-mentioned Sum of Five thousand Pounds, or the Stocks, Funds, or Securities in or upon which the same should be laid out and invested, and the Interest, Dividends, and annual Proceeds thereof, upon and for such Trusts, Intents, and Purposes, for the Benefit of the said *William Francklin* during his Life, and after his Death for the Benefit of the said *Penelope Maria* his Wife during her Life, and after the Death of the Survivor of them the said *William Francklin* and *Penelope Maria* his Wife, for the Benefit of the Children or Child of the said intended Marriage, and under and subject to such Powers of Appointment to or in favour of all or any of such Children, and the Issue of such Children, and such Trusts, Powers, and Provisions for Maintenance, Advancement, and Accumulation, as were therein-before expressed, declared, and contained of and concerning the said Money, Stocks, Funds, and Securities



Securities the Trusts whereof are firstly therein-before declared as aforesaid; but in case there should be no Child of the said intended Marriage who being a Son should live to attain the Age of Twenty-one Years, or being a Daughter should live to attain that Age or be married, it was thereby agreed and declared that the Trustees or Trustee for the Time being of the said Indenture should stand and be possessed of the said Sum of Five thousand Pounds so by the said *William Atkins Bowyer* covenanted to be paid as aforesaid, or the Stocks, Funds, or Securities in or upon which the same should be invested, but subject and without Prejudice to any of the Trusts therein-before referred to which should affect the same, upon the Trusts following, (that is to say,) in case the said *Penelope Maria* should survive the said *William Francklin* in trust for the said *Penelope Maria*, her Executors or Administrators, but in case the said *Penelope Maria* should die in the Lifetime of the said *William Francklin*, in trust for such Person or Persons, and for such Purposes, and in such Manner as the said *Penelope Maria* in and by her last Will and Testament in Writing, or any Codicil thereto, or any other testamentary Writing to be duly executed, should at any Time or Times after the Solemnization of the said intended Marriage, and notwithstanding her said intended Coverture, direct or appoint, and in default of and subject and without Prejudice to any such Direction or Appointment, and so far as any such Direction or Appointment should not extend, in trust for such Person or Persons as under or by virtue of the Statute for the Distribution of Intestates Effects should and would at the Time of the Decease of the said *Penelope Maria* have been entitled to her Personal Estate as her next of Kin in case she had died intestate and unmarried, and if there should be Two or more such Persons then to take in such Manner as they would be entitled to take under the said Statute; and the said Indenture contains Power for the said *Penelope Maria*, notwithstanding the Trusts aforesaid, to make certain Provisions upon a Second Marriage for a Second Husband and Children of such Second Marriage: And whereas, soon after the Execution of the Indenture lastly herein-before recited, and on or about the Sixth Day of *December* One thousand eight hundred and forty-two, the Marriage between the said *Penelope Maria Atkins Bowyer* and *William Francklin* was duly solemnized: And whereas by an Indenture of Assignment bearing Date the Seventeenth Day of *April* One thousand eight hundred and forty-four, made between the said *William Henry Wentworth Atkins Bowyer* of the First Part, *Charlotte*, now his Wife, by her then Name and Description of *Charlotte Wells* of *Huntercombe* in the County of *Bucks*, Spinster, of the Second Part, and the said *Henry Atkins Bowyer*, and *William Wells* of *Holme* in the County of *Huntingdon*, Esquire, of the Third Part, after reciting the Will and Codicils of the said *William Atkins Bowyer* the Father, and reciting that the said Testator had Ten Children living at his Decease, besides his eldest Son the said *Henry Atkins Bowyer*, and that the said *William Henry Wentworth Atkins Bowyer* was One of such Ten Children, and was the Second Son of the said Testator, and that the said *William Henry Wentworth Atkins Bowyer* many Years since attained his Age of Twenty-one Years; and reciting that under and by virtue of the aforesaid Will and the said First Codicil thereto the said *William Henry Wentworth Atkins Bowyer*



(having attained his Age of Twenty-one Years) was entitled, as One of such Ten surviving Children of the said Testator *William Atkins Bowyer*, to and had a vested and indefeasible Interest in the Sum of Five thousand Pounds (being One Tenth Part or Share of the said Sum of Fifty thousand Pounds by the said Will directed to be raised as soon as conveniently might be after the Decease of the said *Frances Atkins Bowyer*), with Interest at Five Pounds *per Centum per Annum* from the Day of her Decease, and that the said *William Henry Wentworth Atkins Bowyer*, as One of the Sons of the said Testator living at the Time of his Decease, was also entitled under the said Will to an Annuity or yearly Sum of One hundred Pounds of lawful *British Money*, commencing from the Day of the said Testator's Death, and payable to the said *William Henry Wentworth Atkins Bowyer*, his Executors, Administrators, and Assigns, half-yearly during the Life of the said *Francis Atkins Bowyer*, and that the said *William Henry Wentworth Atkins Bowyer* was also entitled under the said First Codicil to an additional Annuity of One hundred Pounds, payable during his Life, or until under the Trusts in the in part recited Will he should be presented to the Rectory of *Clapham*, or would have been presented thereto if capable and willing to accept the same; and reciting that a Marriage had been agreed upon and was intended shortly to be had and solemnized between the said *William Henry Wentworth Atkins Bowyer* and the said *Charlotte Wells*; and reciting that on the Treaty for the said intended Marriage it was agreed (amongst other things) that the said Sum of Five thousand Pounds, being the One Tenth Part or Share to which the said *William Henry Wentworth Atkins Bowyer* was so entitled as aforesaid in the aforesaid Sum of Fifty thousand Pounds, and the Interest to become due and payable thereon, and also the aforesaid Two several Annuities or yearly Sums of One hundred Pounds each, to which respectively the said *William Henry Wentworth Atkins Bowyer* was so entitled under the aforesaid Will and the said First Codicil thereto respectively, as aforesaid, and all future Payments thereof respectively, should be respectively assigned by the said *William Henry Wentworth Atkins Bowyer* to the said *Henry Atkins Bowyer* and *William Wells*, their Executors, Administrators, and Assigns, in manner therein-after mentioned, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, therein-after declared or referred to of and concerning the same, and that such Provisoos, Declarations, and Agreements as were therein-after contained or expressed should be inserted in the said Indenture now in recital; it was witnessed, that in pursuance of the said Agreement in that Behalf, and in consideration of the said intended Marriage, he the said *William Henry Wentworth Atkins Bowyer*, with the Privity and Approbation of the said *Charlotte Wells*, bargained, sold, assigned, transferred, and set over unto the said *Henry Atkins Bowyer* and *William Wells*, their Executors, Administrators, and Assigns, all that the said Sum of Five thousand Pounds (being the One Tenth Part or Share to which the said *William Henry Wentworth Atkins Bowyer* was so entitled as aforesaid in the aforesaid Sum of Fifty thousand Pounds), and all Interest growing and which should thereafter grow due and payable for or in respect of the same, and also all those the said Two several Annuities or yearly Sums of One hundred Pounds each to which respectively the said *William Henry*

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*Wentworth*



*Wentworth Atkins Bowyer* was so entitled under the aforesaid Will and the said First Codicil thereto, as therein and herein before mentioned, and all future Payments thereof respectively, and all the Right, Title, Interest, Property, Claim, and Demand whatsoever, both at Law and in Equity, of him the said *William Henry Wentworth Atkins Bowyer* of, in, and to the Premises therein-before assigned, or intended so to be, and every of them, and every Part thereof, together with full Power and Authority to ask, demand, sue for, recover, and receive, and sign and give effectual Receipts and Discharges for the Premises therein-before assigned, or intended so to be, and every or any Part or Parts thereof, in the Name or Names of the said *William Henry Wentworth Atkins Bowyer*, his Executors or Administrators, to hold the Premises therein-before assigned, or intended so to be, unto the said *Henry Atkins Bowyer* and *William Wells*, their Executors, Administrators, and Assigns, in trust for the said *William Henry Wentworth Atkins Bowyer*, his Executors, Administrators, and Assigns, in the meantime and until the said intended Marriage should be had and solemnized, and after the Solemnization thereof upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as were or should be expressed or declared of and concerning the same in and by an Indenture already prepared and engrossed, bearing or intended to bear even Date with the Indenture now in recital, and made or intended to be made between the said *William Henry Wentworth Atkins Bowyer* of the First Part, the said *Charlotte Wells* of the Second Part, Lady *Elizabeth Wells* of the Third Part, and the said *Henry Atkins Bowyer* and *William Wells* of the Fourth Part; but it was in and by the said Indenture of Assignment now in recital provided, agreed, and declared between and by the Parties thereto, that notwithstanding the aforesaid Assignment by the said *William Henry Wentworth Atkins Bowyer* of the said Part or Share, Interest and Annuities, thereby assigned as aforesaid, or expressed and intended so to be, and notwithstanding the Trusts, Intents, and Purposes, Powers, Provisoos, Agreements, and Declarations, respectively therein-before contained or expressed and referred to, or any thing in the same Indenture, or in the said Indenture of even Date therewith, contained or to be contained, it should be lawful for the said *William Henry Wentworth Atkins Bowyer*, his Executors or Administrators, either in conjunction with the said *Henry Atkins Bowyer*, his Heirs or Assigns, and the said *James Trebeck* and *Charles Sawyer*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee of the said in part recited Will, and any other Persons or Person whomsoever, or in conjunction with any or either of the Persons or Person aforesaid, or alone, upon any and every Request of the said *Henry Atkins Bowyer*, his Heirs or Assigns, to enter into any Contract or Contracts for demising or leasing the said Hereditaments so in and by virtue of the said in part recited Will devised as aforesaid, and thereby charged with or made liable to the levying and raising of the said Sum of Fifty thousand Pounds after the Death of the said Testator's Widow, or any of them, or any Part or Parts thereof, whether the same then were or should or might at any Time or Times thereafter be comprised in or liable to any Contract or Contracts for demising or leasing the same, and at any Time and from Time to Time to rescind



or vary in any Manner any Contract or Contracts for demising or leasing the same, and at any Time and from Time to Time to rescind or vary in any Manner any Contract or Contracts which should or might be then existing, and either in pursuance or not in pursuance of or at variance with any previous Contract or Contracts, to demise and lease the same Hereditaments or any of them, or any Part thereof, to any Person or Persons whomsoever, at such Rents or Rent, or without reserving any Rent, and upon, under, and subject to such Terms, Conditions, and Stipulations in all respects, and for such Purposes, as the said *Henry Atkins Bowyer*, his Heirs or Assigns, should think fit, and to set out and appropriate any Part or Parts of the said Hereditaments for Roads, Streets, or Squares, and do and perform all such further and other Acts, Matters, and Things whatsoever for or relating to or concerning the Improvement or Management of the said Hereditaments or any of them, or any Part thereof, as the said *Henry Atkins Bowyer*, his Heirs or Assigns, should think expedient and should direct, as fully and effectually as the said *William Henry Wentworth Atkins Bowyer*, his Executors or Administrators, could or might have done if no Assignment or Settlement of the said Part or Share, Interest and Annuities, by the said *William Henry Wentworth Atkins Bowyer* thereby assigned as aforesaid, or intended so to be, had been ever made or executed; and also that it should be lawful for the said *William Henry Wentworth Atkins Bowyer*, his Executors or Administrators, at any Time or Times thereafter, at the Request of the said *Henry Atkins Bowyer*, his Heirs or Assigns, to effect or make, or join and concur with any Person or Persons whomsoever in effecting or making, any Arrangement or Settlement with respect to or of the said Hereditaments or any of them, or any Part thereof, and to convey and dispose of the same, or join and concur in any Conveyance and Disposition of the same Premises, for the Purpose of limiting or creating, and so and in such Manner as to limit or create, such Powers for granting building and other Leases and other Powers in, over, or of or for improving or managing the said Hereditaments or any of them, or any Part thereof, as should in the Judgment of any Counsel learned in the Law, to be at any Time or Times and from Time to Time appointed or named by the said *Henry Atkins Bowyer*, his Heirs or Assigns, be necessary, proper, useful, or expedient, as fully and effectually as the said *William Henry Wentworth Atkins Bowyer*, his Executors or Administrators, could or might have done if no such Assignment or Settlement had ever been made or executed by him, such Powers so to be limited or created to be reserved or given to or vested in the said *Henry Atkins Bowyer*, his Heirs and Assigns, or to or in such other Persons or Person as the said Counsel should under all Circumstances think fit; all which Contracts and Leases, and all Appropriations of any Part of the said Hereditaments for Roads, Streets, or Squares, and all other Acts of the said *William Henry Wentworth Atkins Bowyer*, his Executors or Administrators, and any such Arrangement or Settlement as aforesaid, and all Powers therein limited or created, and any and every Conveyance and Disposition by the said *William Henry Wentworth Atkins Bowyer*, his Executors or Administrators, and all Leases and other Estates or Interests created by virtue of the same Powers respectively or any of them, although not authorized by the Trusts of the said in part recited Will and Codicils, should be effectual



tual both in Equity and at Law, and should bind all Persons who should or might be entitled to, or have any Right, Title, or Interest to or in, the said Part or Share, and Interest, Annuities, and Premises, thereby assigned by the said *William Henry Wentworth Atkins Bowyer* as aforesaid, or expressed or intended so to be: And whereas by the said Indenture bearing even Date with and referred to or mentioned in the said Indenture of Assignment of the Seventeenth Day of *April* One thousand eight hundred and forty-four, and made or mentioned to be made between the said *William Henry Wentworth Atkins Bowyer* of the First Part, the said *Charlotte Wells* of the Second Part, the said *Lady Elizabeth Wells* of the Third Part, and the said *Henry Atkins Bowyer* and *William Wells* of the Fourth Part, it was witnessed, agreed, and declared between and by the Parties thereto, that the said *Henry Atkins Bowyer* and *William Wells* (Parties thereto), their Executors, Administrators, and Assigns, should stand possessed of and interested in (amongst other Funds therein mentioned) the said Sum of Five thousand Pounds, and the said Two Annuities or yearly Sums of One hundred Pounds each so respectively assigned to them as aforesaid, from and after the Solemnization of the said then intended Marriage between the said *William Henry Wentworth Atkins Bowyer* and *Charlotte Wells*, upon trust that they the said *Henry Atkins Bowyer* and *William Wells*, and the Survivor of them, and the Executors and Administrators of such Survivor, did and should receive the said Sum of Five thousand Pounds when the same should become payable, unless the same should be previously paid to and received by them or him under the Power or Authority for that Purpose therein referred to, and did and should, as and when the same should be received, (with such Consent or at such Discretion as therein mentioned,) lay out and invest the same in the Names or Name of the said *Henry Atkins Bowyer* and *William Wells*, or the Survivor of them, or the Executors or Administrators of such Survivor, in the Purchase of a competent Share or Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England*, *Ireland*, or *Wales*, with Power for the said *Henry Atkins Bowyer* and *William Wells*, and the Survivor of them, and the Executors or Administrators of such Survivor, (with such Consent or at such Discretion as aforesaid,) from Time to Time, as often as Occasion should require, or it should be deemed expedient, to alter, vary, and transpose the said Stocks, Funds, and Securities, or any of them, into or for other Stocks, Funds, and Securities of the same or a like Nature; and it was thereby further agreed and declared between and by the Parties to the said Indenture now in recital, that the said *Henry Atkins Bowyer* and *William Wells*, their Executors, Administrators, and Assigns, did and should stand and be possessed of and interested in (amongst other Trust Funds or Monies therein mentioned) the said Sum of Five thousand Pounds, and the Stocks, Funds, or Securities in or upon which the same or any of them, or the Proceeds thereof, or any Part or Parts thereof respectively, should or might for the Time being be laid out and invested, and the Interest, Dividends, and annual Produce thereof respectively, (but as to the said Sum of Five thousand Pounds, and the Stocks, Funds, or Securities in or upon which the same should be laid out and invested, and the Interest, Dividends, or annual Proceeds thereof, in case the said Sum of Five thousand



thousand Pounds should be paid during the Life of the Widow of the said *William Atkins Bowyer* deceased, from and after the Death of such Widow,) and also of the Two several Annuities or annual Sums of One hundred Pounds each so assigned as aforesaid, or intended so to be, so long as the same respectively should continue payable, upon trust that they the said *Henry Atkins Bowyer* and *William Wells*, and the Survivor of them, and the Executors or Administrators of such Survivor, did and should pay the Interest, Dividends, and annual Produce of the same Trust Monies, Stocks, Funds, and Securities, and also the aforesaid Two several Annuities or annual Sums of One hundred Pounds each, so long as the same respectively should continue payable, to or permit the same to be received by the said *William Henry Wentworth Atkins Bowyer* and his Assigns during his Life, to and for his and their own Use and Benefit, and after his Decease to or by the said *Charlotte Wells*, in case she should survive the said *William Henry Wentworth Atkins Bowyer*, and her Assigns during her Life, to and for her and their own Use and Benefit, and from and after the Death of the Survivor of them the said *William Henry Wentworth Atkins Bowyer* and *Charlotte Wells* did and should stand and be possessed of and interested in all and singular the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, and also of the aforesaid Two several Annuities or annual Sums of One hundred Pounds, if then subsisting, and so long as the same respectively should continue payable, in trust for all and every or such one or more exclusively of the other or others of the Issue of the said intended Marriage, whether a Child, Children, or remoter Descendant or Descendants (such remoter Descendant or Descendants being born during the Lives of the said *William Henry Wentworth Atkins Bowyer* and *Charlotte Wells*, or the Life of the Survivor of them), at such Age, Day, or Time, or respective Ages, Days, or Times, not exceeding Twenty-one Years from the Decease of the Survivor of them the said *William Henry Wentworth Atkins Bowyer* and *Charlotte Wells*, and if more than one in such Parts, Shares, and Proportions, and with such annual Sum or Sums of Money and future or executory or other Trusts (such annual Sum or Sums of Money and future or executory or other Trusts being for the Benefit of some or one of such Child or Children or remoter Descendant or Descendants as aforesaid), with such Provision for the Maintenance and Education or the Advancement or Preferment in the World of any such Child or Children or remoter Descendant or Descendants, either at the Discretion of the said Trustees or Trustee for the Time being, or of any Person or Persons to be named or appointed in that Behalf, or otherwise, and upon such Conditions, with such Restrictions, and in such Manner as the said *William Henry Wentworth Atkins Bowyer* and *Charlotte Wells* should during their joint Lives, by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them legally executed, jointly direct or appoint, and in default of such joint Direction or Appointment, and so far as any such Direction or Appointment should not extend, then as the Survivor of them the said *William Henry Wentworth Atkins Bowyer* and *Charlotte Wells* (and as to the said *Charlotte Wells* whether sole or covert) should by any Deed or

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Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him or her legally executed, or by his or her last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing or Writings in the Nature of or purporting to be a Will or Codicil, direct or appoint, and in default of and until any such Direction or Appointment, and so far as any such Direction or Appointment should not extend, in trust for all and every the Children and Child of the said intended Marriage who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry with the Consent of her or their Parents or surviving Parent or Guardian, to be divided between or among such Children, if more than one, in equal Shares, and if there should be but one such Child the whole to be in trust for such one Child, such Annuities respectively, if and while subsisting, to be considered as annual Income, and not as Capital Money, or Property to be realized by Sale, or otherwise than as the same should from Time to Time become payable; and in the same Indenture are contained Provisions for the Advancement and also for the Maintenance and Education of the said Children respectively or Child; and it is thereby agreed and declared between and by the Parties to the said Indenture, that if there should be no Child of the said intended Marriage who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry, then and in such Case the said *Henry Atkins Bowyer* and *William Wells*, their Executors, Administrators, and Assigns, should, from and after the Death of the said *Charlotte Wells*, and such Default or Failure of Children of the said intended Marriage as aforesaid, which should last happen, stand and be possessed of and interested in the said Sum of Five thousand Pounds, and the Stocks, Funds, and Securities in or upon which the same should be laid out or invested, and the Interest, Dividends, and annual Produce thereof, and also of the aforesaid Annuities or annual Sums of One hundred Pounds each, or such of them as might be then subsisting, and all Accumulations thereof, or such Part or Parts thereof respectively as should not have become vested or been applied under any of the Trusts or Powers therein declared or contained, in trust for the said *William Henry Wentworth Atkins Bowyer*, his Executors, Administrators, and Assigns: And whereas soon after the Execution of the Two Indentures lastly herein-before recited or mentioned, and on or about the Eighteenth Day of *April* One thousand eight hundred and forty-four, the Marriage between the said *William Henry Wentworth Atkins Bowyer* and *Charlotte Wells* was duly solemnized: And whereas by an Indenture bearing Date the Seventeenth Day of *May* One thousand eight hundred and forty-four, and made between the said *Frances Atkins Bowyer* (the Widow of the said Testator) of the First Part, the said *James Trebeck* and *Charles Sawyer* of the Second Part, and the said *George Bowyer* of the Third Part, (which Indenture was sealed and delivered by the said *Francis Atkins Bowyer*, and as to such sealing and Delivery is attested by Two Witnesses, and so far as it was intended to operate as a Release is expressed to be made in pursuance of the Statute passed in the Fourth Year of the Reign of Her present Majesty for rendering a Release as effectual for the Conveyance of Freehold Estates



Estates as a Lease and Release by the same Parties,) after reciting (amongst other things) that the said *James Trebeck* was desirous of being discharged from the Trusts reposed in him by virtue of or under the said Will and Second Codicil of the said Testator, or one of them, and in consequence thereof the said *Francis Atkins Bowyer* was desirous, by virtue of or under the Power for that Purpose given to her in the said Will, of appointing the said *George Bowyer* to be a Trustee in the Stead or Place of the said *James Trebeck*, jointly with the said *Charles Sawyer*, for executing and acting in all the Trusts, Intents, Purposes, Powers, Provisoos, Declarations, and Agreements of the said Will and Codicils of the said Testator, or any and each or either of them, in the Manner therein-after mentioned, it was witnessed, that for the Purpose of effectuating her said Desire she the said *Frances Atkins Bowyer*, by virtue of the aforesaid Power or Authority for that Purpose contained in the said Will of the said Testator, and thereby given to her, and of every other Power and Authority enabling her in that Behalf, did nominate, substitute, and appoint the said *George Bowyer* to be a Trustee in the Stead or Place of the said *James Trebeck*, jointly with the said *Charles Sawyer*, for the Purpose of executing and acting in all the Trusts, Intents, Purposes, Powers, and Provisoos in and by the said Will and Three Codicils of the said Testator respectively, or any and each or either of them, expressed and declared concerning the Real and Personal Estate of the said Testator *William Atkins Bowyer* deceased, in and by virtue of his said Will and Second Codicil, or one of them, devised and bequeathed to the said *James Trebeck* and *Charles Sawyer*, and their Heirs, Executors, Administrators, and Assigns, in trust as aforesaid, or intended so to be, and all and every Sums and Sum of Money by the said Will directed to be raised, and all other Property whatsoever which should or might be at any Time liable to the same Trusts, or such and so many of the said Trusts, Intents, Purposes, Powers, and Provisoos as then were or should or might be subsisting undetermined and capable of taking effect, and the said *George Bowyer* did thereby testify and declare his Acceptance of the said Office; and it was by the said Indenture further witnessed, that in consideration of the aforesaid Appointment of the said *George Bowyer* to be such Trustee as aforesaid, and in pursuance of the Directions in that Behalf contained in the said Will, and for the nominal Consideration therein expressed to be paid by the said *George Bowyer*, they the said *James Trebeck* and *Charles Sawyer* did, according to their Estate or Interest, and so far as they could or might, grant, bargain, sell, alien, and release unto the said *George Bowyer*, his Heirs and Assigns, (amongst other Trust Property,) all Manors, Messuages, Lands, Tenements, and Hereditaments at *Clapham* in the County of *Surrey* in and by the said Will and Second Codicil of the said Testator, or one of them, or by any other Means, devised or appointed to the said *James Trebeck* and *Charles Sawyer*, their Heirs and Assigns, in trust as aforesaid, or intended so to be, and all other Freehold Hereditaments wheresoever (except all Freehold Hereditaments, if any, which were vested in the said Testator as a Trustee or by way of Mortgage), in and by the said Will and Second Codicil, or either of them, or by any other Means, devised or appointed to the said *James Trebeck* and *Charles Sawyer*, their Heirs and Assigns, in trust as aforesaid,



aforesaid, or intended so to be, or then vested in them the said *James Trebeck* and *Charles Sawyer* as such Trustees as aforesaid, together with the Appurtenances, to hold the said Manor, Messuages, Lands, Tenements, and Hereditaments thereby granted and released or assured, as aforesaid, or intended so to be, with their Appurtenances, unto the said *George Bowyer*, his Heirs and Assigns, to the Use of the said *Charles Sawyer* and *George Bowyer*, their Heirs and Assigns, for ever, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements, in and by the said Will and Codicils of the said Testator, or any and each or either of them, expressed, declared, and contained of or as to and concerning the same Premises respectively, or any of them, or such and so many of the same Trusts, Intents, and Purposes, Powers, Provisoos, Declarations, and Agreements, as then were or should or might be subsisting undetermined and capable of taking effect: And whereas by an Indenture of Mortgage bearing Date the Twenty-sixth Day of *June* One thousand eight hundred and forty-four, and made between the said *Charles Sawyer* and *George Bowyer* of the First Part, the said *Henry Atkins Bowyer* of the Second Part, *Robert Hawthorn*, therein described, of the Third Part, the said *George Augustus Dawson* of the Fourth Part, *Stephen Lancaster Lucena*, therein described, of the Fifth Part, *Adam Washington* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, Barrister at Law, of the Sixth Part, and *John Hawkins* of *New Boswell Court* in the said County of *Middlesex*, Gentleman, of the Seventh Part, (which Indenture, so far as it was intended to operate as a Release, is expressed to be made in pursuance of the said Statute passed in the Fourth Year of the Reign of Her present Majesty,) after reciting the Indenture of Mortgage of the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, which is referred to or noticed in the herein-before in part recited Will of the said Testator; and also reciting certain other Indentures, and various Facts and Circumstances, by virtue or in consequence of which the said Principal Sum of Ten thousand Pounds secured by the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, with the Interest thereon, or the Right to receive the same Principal Sum and Interest, had become and was then vested in the said *Robert Hawthorn*, and the Hereditaments comprised in the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four (except certain Parts thereof which had been sold, as mentioned in the said Indenture now in recital,) had become and were then vested, as to some of them or some Parts thereof, in the said *Robert Hawthorn*, for the Residue of a certain Term of Five hundred Years created by the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and twenty-four, and as to others or other Parts of the said Hereditaments in the said *George Augustus Dawson* for the Residue of the same Term, but that the Hereditaments vested in the said *George Augustus Dawson* were so vested in him in trust for the said *Robert Hawthorn*, or were liable to be assigned, surrendered, or otherwise disposed of by the said *George Augustus Dawson* as the said *Robert Hawthorn* should direct or require; and also reciting the herein-before in part recited Will and Codicils of the said Testator *William Atkins*



*Bowyer*; and also reciting a certain Indenture of Mortgage to the said *Stephen Lancaster Lucena*, bearing Date the Seventeenth Day of *November* One thousand eight hundred and forty-one; and further reciting, that the said *Charles Sawyer* and *George Bowyer*, for the Purpose of causing and procuring the Messuages, Hereditaments, and Premises in and by the said in part recited Will of the said Testator *William Atkins Bowyer* mentioned to have been comprised in and settled by the therein-before recited Indentures of Lease and Release and Settlement of the Twelfth and Fourteenth Days of *January* then last, and in and by the said Will devised to the said *Henry Atkins Bowyer*, his Heirs and Assigns, as aforesaid, freed and discharged from the said Sum of Ten thousand Pounds, and the Interest thereof, secured by the said Indenture of the Twentieth Day of *January* One thousand eight hundred and twenty-four, and from the said Principal Sum of One thousand four hundred Pounds, and Interest, secured by the said Indenture of the Seventeenth Day of *November* One thousand eight hundred and forty-one, and in pursuance and execution of the aforesaid Trusts of the said Will in that Behalf, had (with the Privity and Approbation of the said *Henry Atkins Bowyer*) applied to and requested the said *Adam Washington* to advance and lend them the Principal Sum of Eleven thousand four hundred Pounds at Interest, at the Rate of Four Pounds *per Centum per Annum*, reducible, however, to Three Pounds Ten Shillings *per Centum per Annum*, on punctual Payment, as therein-after mentioned, upon Security of a Mortgage of the said Manor, Messuages, Land, Hereditaments, and Premises in and by the said in part recited Will and Second Codicil of the said Testator devised to the said *James Trebeck* and *Charles Sawyer*, their Heirs and Assigns, and by such Will made liable to the Trusts therein contained, for exonerating the Premises comprised in the said Indentures of Lease and Release and Settlement of the Twelfth and Fourteenth Days of *January* One thousand eight hundred and thirty-three, and devised to the said *Henry Atkins Bowyer* as aforesaid, from the said Sum of Ten thousand Pounds and Interest, and for levying and raising the same Sum, and, if the Trustees or Trustee of the said Will should think proper, any other Sum or Sums of Money which should be necessary for paying off and discharging any Mortgage or Mortgages subsisting at the said Testator's Death, and that the said *Adam Washington* had agreed to advance and lend the said Sum of Eleven thousand four hundred Pounds accordingly; it was witnessed, that in pursuance of the said Agreement, and in consideration of the Sum of Eleven thousand four hundred Pounds by the said *Adam Washington* then paid (at the Request and by the Direction of the said *Charles Sawyer* and *George Bowyer*, and also of the said *Henry Atkins Bowyer*, testified by their respectively being Parties to and executing those Presents), in the Sums or Proportions and to the Persons respectively following, (that is to say,) the Sum of Ten thousand Pounds, Part thereof, to the said *Robert Hawthorn*, and the Sum of One thousand four hundred Pounds to the said *Stephen Lancaster Lucena*, in full Satisfaction and Discharge of all Monies due and owing to them respectively on the Securities respectively aforesaid, and for the nominal Consideration therein expressed, the said *Robert Hawthorn*, as to such or so many of the Hereditaments therein-after described or mentioned as

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were then vested in him for the Residue of the said Term of Five hundred Years, and for the Purpose of merging the same Term, and by his Direction the said *George Augustus Dawson*, as to such and so many of the Hereditaments therein-after described or mentioned as were then vested in him for the Residue of the said Term or for any other Term, and for the Purpose of merging the same Term therein, did respectively bargain, sell, assign, surrender, and yield up, and the said *Stephen Lancaster Lucena*, as to all the Hereditaments therein-after described or mentioned, according to his Estate or Interest, did grant, bargain, sell, alien, or release, and the said *Charles Sawyer* and *George Bowyer*, in pursuance and execution of the aforesaid Trusts in that Behalf contained in the said in part recited Will, according to their Estate or Interest therein, did grant, bargain, sell, alien, or release, and the said *Henry Atkins Bowyer*, by way of Confirmation, did grant, bargain, sell, alien, release, ratify, and confirm, unto the said *John Hawkins*, his Heirs and Assigns, all the Manor, Messuages, Land, Hereditaments, and Premises in and by the said in part recited Will and Second Codicil of the said Testator devised to the said *James Trebeck* and *Charles Sawyer*, their Heirs and Assigns, and by such Will made liable to the Trusts therein contained; for exonerating the Premises comprised in the said Indentures of Lease and Release and Settlement of the Twelfth and Fourteenth Days of *January* One thousand eight hundred and thirty-three, and devised to the said *Henry Atkins Bowyer* as aforesaid, from the said Sum of Ten thousand Pounds, and for levying and raising the Sum or Sums of Money thereby directed or authorized to be levied or raised as aforesaid, all which Hereditaments thereby assured as aforesaid, or intended so to be, are comprised or mentioned in the Schedule to the said Indenture now in recital, and consist of or include the Hereditaments comprised or mentioned in the First Schedule hereunder written, or hereunto annexed, together with all the Rights, Members, and Appurtenances whatsoever to the said Hereditaments thereby assured as aforesaid, or intended so to be, belonging or appertaining, to hold the said Hereditaments and Premises thereby assured as aforesaid, or intended so to be, discharged from the said Mortgage Securities of the Twenty-ninth Day of *May* One thousand eight hundred and twenty four and the Seventeenth Day of *November* One thousand eight hundred and forty-one, and all Claims or Demands by virtue or in respect thereof, unto the said *John Hawkins*, his Heirs and Assigns, to the Uses and under or subject to the Provisoes therein-after contained or expressed, and herein-after mentioned, (that is to say,) to the Use of the said *Adam Washington*, his Executors, Administrators, and Assigns, for and during and unto the full End and Term of One thousand Years computed from the Day next before the Day of the Date of the said Indenture now in recital, but subject to the Proviso for Redemption or Cesser therein-after contained or expressed, and from and immediately after the Determination of the same Term, and in the meantime subject thereto, to the Use of the said *Charles Sawyer* and *George Bowyer*, their Heirs and Assigns, upon and for the Trusts and Purposes, and under and subject to the Charges, Provisoes, Declarations, and Directions, contained or expressed in the herein-before recited Will and Codicils of the said Testator *William Atkins Bowyer*, or such and so many of the same



Trusts, Purposes, Charges, Provisoes, Declarations, and Directions as were then subsisting or capable of taking effect or being performed; and it was in and by the said Indenture now in recital provided and agreed, that if the said *Charles Sawyer* and *George Bowyer*, their Heirs or Assigns, as such Trustees as aforesaid, or other the Persons or Person for the Time being entitled under the said Will and Codicils of the said Testator to the said Hereditaments in or by virtue of such Indenture so assured as aforesaid, should pay unto the said *Adam Washington*, his Executors, Administrators, or Assigns, the Principal Sum of Eleven thousand four hundred Pounds, with Interest thereon after the Rate of Four Pounds *per Centum per Annum*, in the Manner therein expressed, (that is to say,) Half a Year's Interest for the said Principal Sum on the Twenty-sixth Day of *December* then and now next, and the said Principal Sum and another Half Year's Interest thereon on the Twenty-sixth Day of *June* One thousand eight hundred and forty-five, the said Term of One thousand Years therein-before limited or created by way of Use as aforesaid should cease and determine; and it was in and by the said Indenture further provided and agreed, that until Default should be made in Payment of the said Principal Sum of Eleven thousand four hundred Pounds, and Interest, or any Part thereof, at the Times mentioned in the said Proviso for Redemption, contrary to the Intent and Meaning of the said Indenture, the said *Charles Sawyer* and *George Bowyer*, their Heirs and Assigns, as such Trustees as aforesaid, should and might hold and enjoy and receive and take the Rents, Issues, and Profits of the said Hereditaments thereby assured as aforesaid, upon and for the Trusts and Purposes of the said in part recited Will and Codicils; and it was further provided and agreed, that the said *Adam Washington*, his Executors, Administrators, and Assigns, should and would receive and take Interest at the Rate of Three Pounds Ten Shillings *per Centum per Annum* on the said Principal Sum, in lieu of and full Satisfaction for the Interest at the Rate of Four Pounds *per Centum per Annum* therein-before reserved, on punctual Payment thereof as therein mentioned: And whereas the said Testator's Widow and his said Eleven Children are all now living, and all the said Children, except the said *Emily Frances Atkins Bowyer*, have attained the Age of Twenty-one Years: And whereas the said *Samuel Wyatt Cobb*, the Husband of the Testator's said Daughter *Frances Augusta Cobb*, is living, and there are Five Children of the said *Samuel Wyatt Cobb* and *Frances Augusta* his Wife, namely, *Augusta Louisa Cobb*, *William Lambert Cobb*, *Katharine Mary Cobb*, *Alice Cobb*, and *Henry Bowyer Stanhope Cobb*, all of whom are Minors: And whereas the said *George Lambert* and *David Denne*, who, together with the said Testator's Sons the said *William Henry Wentworth Atkins Bowyer* and *Henry Atkins Bowyer*, are Trustees of the said Indenture of Settlement dated the Twenty-fifth Day of *October* One thousand eight hundred and twenty-eight, referred to or mentioned in the said Will of the said Testator, are respectively living, as well as the said *William Henry Wentworth Atkins Bowyer* and *Henry Atkins Bowyer*: And whereas the said *Charles Vincent Joachim Eyre*, the Husband of the Testator's said Daughter *Henrietta Elizabeth Eyre*, is living, and there are Six Children of the said *Charles Vincent Joachim Eyre* and *Henrietta Elizabeth Eyre* his Wife, namely, *Henrietta Mary*



*Mary Wentworth Eyre, Frances Augusta Bowyer Eyre, Fitzwilliam Henry Eyre, Francis Edward Charles Eyre, Augustin Louis Slater Eyre, and Albert William Eyre, all of whom are Minors: And whereas the said William Francklin, the Husband of the Testator's said Daughter Penelope Maria Francklin, is living, and there has been no Child born of the said William Francklin and Penelope Maria his Wife: And whereas the said William Frederick Tintling and Edward Kent Strathern Butler, who, together with the said Testator's said Sons Henry Atkins Bowyer and William Henry Wentworth Atkins Bowyer, are Trustees of the said Indenture of Settlement of the Fifth Day of December One thousand eight hundred and forty-two, referred to or mentioned in the said Third Codicil of the said Testator, are respectively living: And whereas the said Charlotte the Wife of the said William Henry Wentworth Atkins Bowyer is living, but there has been no Child born of the said Marriage: And whereas the said William Wells, who, together with the said Henry Atkins Bowyer, is a Trustee of the said Indentures respectively of the Seventeenth Day of April One thousand eight hundred and forty-four, is living: And whereas the said Isabella the Wife of the said Thomas Kitchen, an Annuitant under the said Will, is living: And whereas the said Hereditaments and Premises at Clapham aforesaid, by virtue of the said Will and Second Codicil of the said Testator William Atkins Bowyer deceased devised unto and to the Use of the said James Trebeck and Charles Sawyer, their Heirs and Assigns, upon and for the Trusts and Purposes in and by the said Will contained or expressed of or concerning the same, as aforesaid, consist of or include the Manor of Clapham, and the Messuages, Land, and Hereditaments described or mentioned in the First Schedule hereunder written or hereunto annexed, and Parts of such Land lie very advantageously for Building Purposes, and would be greatly improved in Value if the same were let or used and appropriated for the Purpose of being built upon: And whereas Building Speculations to a large Extent have been undertaken by various Persons, and are now in progress, under and upon the Faith of divers Contracts entered into by the said Testator for granting Building Leases of Part of the said Land: And whereas in some Instances the Persons with whom such Contracts were entered into by the said Testator have entered into Sub-Contracts with divers or some other Persons or Person as to Parts of the said Land and Hereditaments, under or upon the Faith of which large Sums of Money have been expended, and divers Buildings are now in progress: And whereas it would be for the Benefit of the said Henry Atkins Bowyer, as the equitable Owner in Fee Simple (subject to the aforesaid annual and gross Charges thereon respectively) of the said Manor, Messuages, Lands, Tenements, and Hereditaments at Clapham aforesaid, so in and by virtue of the said Will and Second Codicil of the said Testator devised unto and to the Use of the said James Trebeck and Charles Sawyer, their Heirs and Assigns, upon trust as aforesaid, and also for the Benefit of the Persons respectively entitled to or interested in the said Charges respectively, by increasing the Value of the said Premises, if the Trustees or Trustee for the Time being of the said Will had Power, under certain Restrictions, to grant building, improving, and other Leases of the Land or Hereditaments comprised in the said*

First



First Schedule to this Act annexed, and to enter into Contracts for granting such Leases or any of them, and if such other Powers or Authorities as are herein-after contained were vested in the said Trustees or Trustee; but by reason of the Existence of the Annuities or yearly Sums in and by the said Will and Codicils, or some or one of them, given, and thereby charged or made payable upon or out of the said Manor and Hereditaments at *Clapham* so devised to the said Trustees as aforesaid, and the Incompetency of some of such Annuitants to bind their respective Annuities, or their respective Rights and Interests to and in the same respectively, and by reason of the Trust or Direction in the said Will contained for levying and raising, after the Decease of the said Testator's Widow, the said Sum of Fifty thousand Pounds by and out of the said Manor, Hereditaments, and Premises at *Clapham* aforesaid, and the Trusts and Directions in the said Will and Codicils, or in some or one of them, contained or declared of or as to and concerning the same Sum of Fifty thousand Pounds, and the Interest for the same, and by reason of the Execution of the several Indentures or Settlements respectively herein-before stated or mentioned, or some of them, and of the Minority of the said *Emily Frances Bowyer*, and of the Coverture of the said *Frances Augusta Cobb*, *Henrietta Elizabeth Eyre*, and *Penelope Maria Francklin* respectively, the said Object cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Henry Atkins Bowyer*, *Charles Sawyer*, and *George Bowyer* 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 for the said *Charles Sawyer* and *George Bowyer*, or the Survivor of them, or the Heirs of such Survivor; or other the Trustees or Trustee for the Time being of the said Will of the said *William Atkins Bowyer* deceased, (with the Consent of the said *Henry Atkins Bowyer*, or other the Person or Persons for the Time being entitled under him, by Alienation, Descent, Devise, or otherwise, to the first or only Estate of Freehold in the Hereditaments to be demised and leased or granted by virtue of or under this present Power, if such Person or Persons shall be of full Age, and competent to give such Consent, and if such Person or Persons shall not be of full Age, or shall be otherwise incompetent to give such Consent, then with the Consent of any Person or Persons whom the said *Henry Atkins Bowyer* shall at any Time and from Time to Time by Deed or Will have nominated or appointed to give such Consent,) at any Time or Times after the passing of this Act, and either in pursuance or not in pursuance of any previous Contract or Contracts, by any Indenture or Indentures, legally executed, to demise and lease or grant all or any Part or Parts of the Manor, Messuages, Land, and Hereditaments in and by the said Will and Second Codicil of the said Testator devised to the said *James Trebeck* and *Charles Sawyer*, their Heirs and Assigns, upon trust as aforesaid, and which Messuages, Land, and Hereditaments are comprised or mentioned in the said First Schedule to this Act annexed, with the Buildings and Improvements (if any) upon or to the same, and the Appurtenances,

Empowering Trustees of the Will of the said William Atkins Bowyer to grant building, repairing, and other Leases.

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to any Person or Persons whomsoever who hath or have erected or built, or shall be willing to erect or build, any Messuages or other Buildings on the said Land or Hereditaments or any Part thereof, or who hath or have rebuilt or repaired, or shall be willing to rebuild or repair, any Messuages or other Buildings for the Time being on the said Land or Hereditaments or any Part thereof, or who, in the Manner to be specified by any Lease or respective Leases to be granted thereof, or in any existing or future Contract or Contracts for such Lease or Leases, hath or have improved or shall be willing to improve the said Land and Hereditaments or any Part thereof, or the Messuages or other Buildings thereon, or who shall be willing to annex any Part or Parts of the said Land or Hereditaments for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Land and Hereditaments or any Part thereof, or on any adjoining Land, or otherwise to improve the said Premises, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, and with or without any Easements or Privileges for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased, in, over, through, or under any adjoining Land or Hereditaments; and with or without Liberty for the Lessee or Lessees to set out and allot the Land to be comprised in such Lease or Leases, or any Part or Parts thereof, as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to dig and make, in or under any of the said Land or Hereditaments which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages, or any adjoining Lands or Grounds, Arches, Cellars, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take, dig, and carry away, in and out of the Land and Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Loam, or Gravel as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such Lease or respective Leases; and to manufacture the same into Bricks or Tiles, to be used in such new Buildings, rebuilding, Repairs, and Improvements as aforesaid; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings for the Time being standing or being on the Land or Ground in such Lease or Leases respectively comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable; so as there be reserved in every such Demise, Lease, or Grant, (except in those Cases in which a Peppercorn Rent may



may be reserved, according to the Provisions herein-after contained,) the best and most improved yearly Rent or Rents that (due Consideration and Regard being had to the existing and all future Contract or Contracts, so far as such Contract or Contracts respectively do or may relate to the Land or Hereditaments to be demised or leased, and the Stipulations contained therein,) can be reasonably had or gotten or ought to be reserved or made payable for the same, such Rent to be reserved or made payable quarterly, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, the Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except), and to commence and take effect either from the Date of every such Lease or Demise, or at the End or within the Period of Ten Years, to be computed from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the said Ten Years; and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs or Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built or to build or finish and keep in repair any Messuage or Building, Messuages or Buildings, then about to be built or in progress, or to rebuild or repair and keep in repair any Messuage or Building, Messuages or Buildings, erected and built, or intended and agreed to be rebuilt or repaired, or otherwise to improve the Premises comprised therein, in every Case in which such Covenants may be applicable, and as each Case may require, and to keep the Buildings, if any, in such Lease insured from Damage by Fire to the Amount of Two Third Parts of the Cost or Value thereof in some or one of the public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End of the Term of each such Lease respectively; and so as there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable (unless the same shall be a Peppercorn Rent), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be with or without a Proviso that no Breach of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and of the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants, if any, as may be agreed on 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 of Covenant, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there  
may



may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient, or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions, restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power, nevertheless the respective Lessees shall execute Counterparts of the respective Leases.

Power to enter into Contracts for granting Leases.

II. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein contained shall for the Time being be vested (with such Consent as aforesaid), at any Time or Times after the passing of this Act, to enter into any Contract or Contracts for granting, pursuant to the Powers of leasing herein contained, or any or either of them, and upon the Terms thereof, so far as the same may be applicable and the Case will admit of, a Lease or Leases of all or any Part or Parts of the said Manor, and the Land or Hereditaments comprised or mentioned in the said First Schedule to this Act annexed, with the Buildings (if any) which shall be standing thereon; and to agree, when and as any Land, Ground, or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, or shall be intended for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences, in the Manner and to the Extent to be stipulated in such Contract or Contracts, by one or more Indenture or Indentures to demise or lease the Land or Ground and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or 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 apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent 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 apportioned Rent shall not exceed One Fourth Part of the clear yearly Rack Rent Value of the Hereditaments to be comprised in such Lease when fit for Habitation or Use; and (if the same shall be thought advisable) to agree that the full Rent specified in any such Contract shall be reserved in the Leases to be granted of some certain Parts, or a Part or a given Quantity only, to be specified in such Contract, of the Hereditaments thereby agreed to be demised, at such Time or respective Times and in such Manner as may be thought proper; and that

after



after the full Amount of the yearly Rent or Rents specified in any such Contract shall have been reserved in any Lease or Leases of any Parts or Part or any Quantity of the Hereditaments agreed to be demised the Residue of the said Hereditaments shall be demised at the yearly Rent of a Peppercorn; or if no certain Parts or Part or given Quantity for such Purpose shall be specified in any such Contract, 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 Hereditaments thereby agreed to be demised, the Residue thereof shall be demised by one or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn to agree to grant the same, although the Land or Hereditaments comprised therein shall not have been built upon, laid out, or improved; and to agree that the yearly Rent or Rents agreed to be reserved in any such Contract may be made to commence at such Period or Periods within Ten Years from the Date of such Contract, or be made to increase periodically within the Period of Ten Years, 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 found convenient or be thought proper, and as in such Contract shall be expressed; and to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable, in respect of the Part or Parts of the Hereditaments comprised in such Contract which 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 Case be provided for; and also to agree that the Person or Persons with whom any such Contract or Contracts shall be entered into may have, exercise, or enjoy all or any of the Liberties, Powers, or Privileges which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

III. Provided always, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Land or Ground therein comprised and thereby agreed to be let, and which shall not have been demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid out, formed, or improved in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed or mentioned, 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 every such Contract shall be carried into effect by a Lease or Leases to be granted in pursuance of the Power for granting Leases herein-before contained; and any Lease made in pursuance or performance of such Contract or Contracts as aforesaid shall be subject to such of the Covenants, Conditions, and Restrictions herein-before directed to be contained in the Leases first herein-

Contracts to contain certain Clauses.

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before



before authorized to be made as shall or may be applicable thereto; and so far as the same shall be so applicable, or the Nature and Circumstances of each Case shall seem to admit of or require, but not further; and any such Lease may contain all or any of the Exceptions, Reservations, Covenants, Powers, Provisoos, Conditions, and Restrictions which are herein-before authorized to be inserted or contained in any Lease or Leases first herein-before authorized to be made.

Power to carry into effect Contracts at present existing under the Powers and Provisions of this Act.

IV. And be it enacted, That the Contracts comprised or mentioned in the Second Schedule hereunder written or hereto annexed made or entered into by the said Testator *William Atkins Bowyer*, for granting Leases of Parts of the Land or Hereditaments comprised or mentioned in the said First Schedule to this Act, may be carried into effect by the Persons or Person in whom the aforesaid Power of leasing herein contained shall for the Time being be vested (with the Consent of the Person or Persons whose Consent to the Exercise of such Power is for the Time being hereby required) by Leases to be made under the Authorities and Provisions of this Act, if the said Persons or Person in whom the said Power of leasing and the Person or Persons whose Consent to the Exercise of such Power is hereby required shall in their Discretion think fit, notwithstanding the Stipulations or Agreements on the Part of the Person or Persons respectively entitled or claiming under such Contract or Contracts shall not have been in all respects observed or performed; nevertheless the Rents to be reserved for the said Premises shall not be less than the Rents which were in and by such Contracts agreed to be reserved; and that in and by such Leases respectively so to be granted as aforesaid all or any of the Powers, Liberties, and Privileges which are in the Powers of leasing herein contained authorized to be given to any Lessee or Lessees may be given or granted to the Lessee or Lessees in the same Lease or Leases; and that such Leases respectively may contain all or any of the Exceptions, Reservations, Covenants, Powers, Provisoos, Conditions, and Restrictions which are herein-before authorized to be inserted or contained in the said Leases herein authorized to be granted; and further, that all or any Right of exercising any Discretion which under the said Contracts was vested in the said *William Atkins Bowyer*, or which belonged to him by Implication or otherwise, under the said Contracts, shall be vested in and shall or may be exercised by the Persons or Person in whom the aforesaid Power of leasing shall or may for the Time being be vested, and the Person or Persons whose Consent to the Exercise of such Discretion is for the Time being hereby required.

Power to grant Part of Land comprised or to be comprised in any Contract or Contracts, without any Obligation on the Part of the

V. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested, (with such Consent as therein mentioned,) at any Time or Times, by virtue of or under the Powers or Provisions of this Act, to demise and lease or grant unto any Person or Persons any Part or Parts of the Land or Hereditaments comprised in the Contracts mentioned in the said Second Schedule to this Act, or any or either of them, or to be comprised in any Contract or Contracts hereafter to be entered into under the Provisions



of this Act, although no Erections or Buildings or other Improvements shall have been made or shall be intended to be made upon or in the same, and with all such Liberties, Privileges, Easements, and Appurtenances as shall or may be deemed expedient or proper, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, and at such apportioned Part of the yearly Rent in and by any such Contract or Contracts reserved or made payable for the whole of the Hereditaments comprised therein, or agreed or intended so to be, as under all Circumstances shall be deemed reasonable, but so that no greater Rent shall be reserved for the Land or Hereditaments to be demised and leased or granted under this present Power than One equal Fourth Part of the Rack Rent Value thereof at the Time of the making of such Demise and Lease or Grant, and so that a Proviso for Re-entry for Nonpayment of such Rent for Thirty Days next after the same shall become due or payable be contained in every such Lease.

Lessee to build or repair.

VI. Provided always, and be it enacted, That the full Amount of all Sums of Money in and by any such present Contracts agreed to be laid out or expended in Buildings and Improvements, and all Sums of Money in and by all or any future Contract or Contracts agreed to be laid out or expended, shall, notwithstanding any Lease or Leases to be made or granted by virtue of the said last-mentioned Power, be laid out or expended on the Hereditaments comprised or to be comprised in such Contract or Contracts, or on some of them, or some Part or Parts thereof; and the full Amount of the Rent or Rents in and by such Contract or Contracts agreed to be reserved or made payable, or which shall be agreed to be reserved or made payable, shall be reserved from, by, or out of the Hereditaments comprised in such Contract or Contracts, or to be comprised in such Contract or Contracts, or from, by, or out of some of the said Hereditaments, or some Parts or Part thereof.

The full Amount of Money in any Contract agreed to be expended and the full Amount of Rents agreed to be reserved to be expended and reserved accordingly.

VII. And be it enacted, That the Certificate in Writing of the Persons or Person for the Time being granting any Lease under the Authority of this Act, acknowledging that they or he have or hath received a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart has been executed.

Certificate of Lessor having received Counterpart of Lease to be Evidence.

VIII. And be it enacted, That if any Person or Persons entitled to the Reversion immediately expectant on the Determination of any Lease granted or agreed to be granted by virtue of the Powers or Provisions herein contained, or on the Determination of any of the said Contracts entered into by the said Testator as aforesaid, shall enter upon and resume or recover or obtain Possession of the Hereditaments comprised in any such Lease or Contract, under or by virtue of any Condition of Re-entry in such Lease or Contract contained, or under or by virtue of any Right incident to such Reversion, then and in every such Case it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (with such Consent as therein mentioned) to grant Leases, or to enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Premises

Power to grant Leases of Hereditaments comprised in any Lease or Contract for Lease in case of the Forfeiture thereof.



Premises respectively, under the Powers and Authorities herein contained, in the same Manner as if no Lease or Contract for Leases thereof had been previously granted or entered into.

Power to enter into new Contracts, or to alter or vary Contracts.

IX. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-béfore contained shall for the Time being be vested (with such Cónsent as therein mentioned) at any Time or Times hereafter to enter into any new Contract or Agreement with any of the Persons with whom Contracts have been entered into by the said Testator in his Lifetime, as aforesaid, and with any Person or Persons with whom any Contract or Contracts shall then have been entered into by the Persons or Person hereby authorized to enter into Contracts or Contract, by virtue of or under the Powers and Provisions herein contained, by way of Addition to or in explanation or alteration of all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts contained or to be contained, or to release any of the Persons with whom any such Contract or Contracts has been or shall have been so entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract, and, if the same should be thought expedient, to enter into any new Covenants, Agreements, or Stipulations with such Person or Persons, or his or their Executors, Administrators, or Assigns, in lieu of the same Contract, or the Part or Parts thereof which shall have been so released, or to accept or obtain a Surrender of all or any Part of the Hereditaments comprised in any such Contract; and the Hereditaments so surrendered, or any Part thereof, may be contracted and agreed to be leased, and afterwards leased, under the Powers and Provisions herein contained, in the same and the like Manner as if no Contract for leasing the same had been previously entered into or executed.

New Contracts, &c. to be consistent with Provisions of this Act.

X. Provided always, and be it enacted, That any such new Contract and Contracts so to be entered into as aforesaid, and any Addition, Explanation, and Alteration made thereby, and any such new Covenants, Agreements, or Stipulations as aforesaid, shall be agreeable to and consistent with the Provisions and Restrictions respectively herein contained.

No Lease to be invalid in consequence of any Deviation from Contract.

XI. And be it enacted, That no Lease granted or to be granted under the Authority of this Act shall be invalid by reason of its having been preceded by any of the Contracts mentioned in the said Second Schedule hereto, or any future Contract for granting a Lease or Leases, and any Variation between such Lease and any such prior Contract, but every Lease granted and to be granted shall be valid and effectual, notwithstanding such Variation; and no Person taking such Lease, or claiming under such Lease, shall be bound to inquire whether such Lease is in pursuance of or authorized by any such prior Contract, nor shall any such Person be in any Manner affected by any thing contained in such Contract; and the Contract which shall have preceded such Lease shall not at Law or in Equity form a Part of the necessary Evidence of the Title of the Lessee or Lessees named in such Lease, and his, her, or their Executors, Administrators,  
or



or Assigns, whether such Lease is or is not expressed to be granted under or in pursuance of any such previous Contract; provided that such Lease shall not be inconsistent or at variance with the Provisions and Restrictions herein contained with respect to the Leases hereby authorized to be granted, or to be contracted or agreed to be granted.

XII. And be it enacted, That the Rent or Rents to be reserved by any Lease or Leases made under the Powers or Provisions of this Act, and all Covenants, Agreements, Provisoos, and Conditions therein contained, and on the Lessee's Part to be observed, performed, fulfilled, and kept, and also the Proviso or Condition for Re-entry in the same Lease or Leases to be contained, shall be incident to and go along with, and shall and may be received, enforced, and taken advantage of by the Person or Persons who shall or may be possessed or seised of or entitled to the Premises comprised therein in reversion immediately expectant upon the Determination of or in the meantime subject to the same Lease or Leases.

The Rents, Covenants, and Conditions in all Leases to go along with the Reversion.

XIII. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested, (with such Consent as therein mentioned,) at any Time or Times hereafter, if they or he shall think it advisable so to do, to set out and allot or appropriate any Part or Parts of the Land or Hereditaments comprised or mentioned in the said First Schedule to this Act annexed, as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of any other of the Lands or Hereditaments comprised or mentioned in the same Schedule, or for the general Improvement of the Estate hereby authorized to be leased, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers with respect to the same as to the said Persons or Person so hereby empowered to set out and allot or appropriate any Part of the Premises for the Purposes aforesaid shall seem reasonable.

Power for Trustees to allot and set out or appropriate Part of Land for Roads, &c.

XIV. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (with such Consent as therein mentioned) at any Time or Times to confirm any Lease or Leases to be granted by virtue of or under any of the Powers or Provisions herein contained, in any Case in which for some technical Error or Informality in exercising the Power of leasing or of making Contracts such Lease shall be voidable, or to grant any Lease or Leases in lieu of such former Lease or Leases or any of them, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at or under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved by the former Lease or Leases respectively, or to accept an actual or virtual Surrender of any Lease or Leases, and to make any Lease or Leases of the Lands or Hereditaments, with the Messuages and Buildings (if any) thereon, comprised

Power to confirm Leases which may be voidable upon any technical Ground.

[Private.]



in any such former Lease or Leases, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at apportioned Rents equal in Amount to or exceeding the former Rent or Rents, so as no one Rent (if it shall bear a greater Proportion to the entire Rent to be so apportioned than the Rack-rent Value of the Lands and Hereditaments upon which the same is to be reserved bears to the Lands and Hereditaments upon which such entire Rent was before reserved) shall exceed One Fourth Part of the Rack-rent Value of the Ground, and of the Houses and Buildings erected and built or to be erected and built thereon, upon which such Rent is to be reserved, when finished and fit for Habitation; but if the whole of the former Rent or Rents shall be secured on competent Parts or a competent Part of the Lands or Hereditaments comprised in such former Lease, according to the Intent and Meaning of this present Clause, then (but not otherwise) the Residue of the Land or Hereditaments comprised in such former Lease may be demised or leased, if the same should be thought advisable, at the yearly Rent of a Peppercorn, so nevertheless as no Fine or Premium, or no Fine or Premium except an additional Rent or Rents, shall be taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively, and so as the Lessee or Lessees whose Lease or Leases shall be so confirmed, or to whom any such Lease or Leases shall be granted in lieu of such former Lease or Leases as aforesaid, do consent to accept such Confirmations or new Leases, and to execute a Counterpart of such new Lease or confirmed Lease.

Power to  
grant con-  
current  
Leases.

XV. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (with such Consent as therein mentioned) at any Time or Times hereafter to grant a concurrent Lease or concurrent Leases of any of the Hereditaments comprised in the said First Schedule to this Act, for any Term or Terms not exceeding Ninety-nine Years, to be computed from the making thereof, and for that Purpose, by virtue of the Powers to grant Leases herein contained, or any or either of them, and upon the Terms thereof, so far as the same may be applicable and the Case will admit of, to demise and lease the said Premises which are intended to be comprised in any such concurrent Lease or concurrent Leases, subject to the existing Lease or Leases thereof, to any Persons or Person whomsoever, save and except that the concurrent Lease or concurrent Leases may be granted either with or without any Obligation on the Part of the Lessee or Lessees to build upon or improve or repair, beyond keeping in repair the Premises to be comprised in such concurrent Lease or concurrent Leases as shall be agreed upon by and between the respective Parties; and that any improved or increased Rent which shall or may be agreed to be paid for the Hereditaments to be demised in any such concurrent Lease or concurrent Leases may be made to commence upon the Expiration of the existing Lease or existing Leases thereof, or at any Time prior thereto, and that during the Remainder of the existing Lease or Leases, or for and during any Part of the existing Term or Terms therein, the Rent or Amount of the Rents reserved thereby shall or may be reserved or  
made



made payable in or by such concurrent Lease or concurrent Leases; and also save and except that the Proviso or Condition or Provisoes or Conditions of Re-entry to be inserted in such concurrent Lease or concurrent Leases shall not commence or come into operation till after the Determination of the existing Lease to which such concurrent Lease or concurrent Leases shall be subject, and that during the Continuance of the existing Lease the concurrent Lease or concurrent Leases shall be made determinable by a Proviso or Condition to the Effect that in case the Rent or Rents reserved, or any Part thereof, should be in arrear for the Space of Three Calendar Months next after the same should become due, and if the said *Charles Sawyer* and *George Bowyer*, their Heirs or Assigns, or other the Person or Persons for the Time being entitled to the first or only legal Estate of Freehold in the Hereditaments comprised in such Lease or Leases, should give to the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, or deliver at his, her, or their usual or last known Place or Places of Abode in *England*, Notice in Writing of the Intention of the Persons or Person giving the same to put an end to the concurrent Lease, in default of Payment of the Rent or Rents in arrear within a Period not exceeding Twenty-one Days from the giving or serving such Notice; and in case such Default should be made it should be lawful for the Persons or Person for the Time being so entitled as aforesaid, at their, his, or her Option, at any Time after such Default, and before the Acceptance of the Arrear of the Rent or Rents so in arrear as aforesaid, wholly to determine the concurrent Lease, by giving to the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, such Notice as aforesaid.

XVI. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (with such Consent as therein mentioned), in any Case, and at any Time or Times, to obtain or accept a Surrender of any Lease or Leases then existing of any of the Hereditaments aforesaid, and afterwards, by virtue of or under the Powers and Provisions of this Act or any of them, to demise and lease the Hereditaments comprised in such surrendered Lease, or any of them, or any Part thereof, either alone or together with any of the Hereditaments aforesaid not comprised in such surrendered Lease, to the Person or Persons entitled to such surrendered Lease or Leases, or any other Persons or Person, or, without previously obtaining such Surrender, to demise and lease the Hereditaments comprised in any Lease or Leases then existing, or any of them, or any Part thereof, either alone or together with any other of the said Hereditaments, to the Person or Persons entitled to such existing Lease or Leases, such Lease or Leases respectively to be granted under this present Power not to exceed Ninety-eight Years from the Commencement of such Lease, and to be consistent with or agreeable to the Powers of leasing herein contained, so far as the same may be applicable and the Case will admit of, save and except that in granting such new Lease or Leases, and in fixing the Rent to be reserved in any such new Lease or Leases, the Nature and Value of the pre-existing Lease or Leases respectively, and of the

Power to accept a Surrender of any Lease, and to grant Leases, upon an actual or virtual Surrender of any existing Lease.



the Estate or Interest of the Person or Persons entitled to such pre-existing Lease or Leases, shall be taken into consideration; and save and except also that any improved or increased Rent which shall or may be agreed to be paid for the Hereditaments to be demised by any such new Lease or Leases may be made to commence at the Period at which the pre-existing Lease or Leases would have determined by Effluxion of Time, or at any Time prior thereto, and that until the Commencement of the improved or increased Rent the Rent or Amount of Rents reserved by or payable under any pre-existing Lease or Leases shall or may be reserved and made payable in or by any such new Lease or Leases.

Power to grant Leases for Twenty-one Years.

XVII. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (with such Consent as therein mentioned) at any Time or Times hereafter to demise or lease and grant any of the Messuages, Lands, and Hereditaments comprised in the said First Schedule to this Act, or any Part thereof, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, so as every such Demise, Lease, or Grant be made to commence and take effect in possession, and not in reversion, remainder, or expectancy, or by way of future Interest, and so as by every such Demise, Lease, or Grant so to be made as aforesaid there be reserved and made payable, half-yearly or oftener, during the Continuance of the same respectively, to be incident to and go along with the immediate Reversion or Remainder of the Hereditaments to be therein respectively comprised, the best and most improved yearly Rent and Rents that can be reasonably had and obtained for the same, without taking any Fine or Premium, or any thing in the Nature or lieu of any Fine or Premium, for or in respect of the making of such Demises, Leases, or Grants respectively.

Power to enter into Arrangements with the Lessees or Tenants for the lighting, paving, draining, and cleansing, or otherwise improving the Hereditaments authorized to be demised.

XVIII. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested, with such Consent as therein mentioned, at any Time or Times after the passing of this Act to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the Hereditaments hereby authorized to be leased, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing, or for the general Improvement of the said Hereditaments or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid, and for such Purposes or any of them to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper, and in consequence of or for carrying into effect any such Arrangement, or any intended or contemplated Arrangement, for the Purposes aforesaid or any of them, in any Lease or Leases and Contract or Contracts to be respectively made and entered into by virtue of the



Powers aforesaid, or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts, or any of them, such Covenants, Agreements, and Stipulations on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Reservations, Provisoos, and Conditions as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoos, and Conditions as last aforesaid, or any of them.

XIX. Provided also, and be it enacted, That it shall and may be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (with such Consent as therein mentioned) at any Time or Times to give and grant to any of the Persons with whom Contracts for granting a Lease or Leases of any of the Hereditaments comprised or mentioned in the said First Schedule have been entered into by the said Testator as aforesaid, and to any Person or Persons with whom any such Contract or Contracts shall have been entered into by the Persons or Person hereby authorized to enter into Contracts by virtue of or under the Powers or Provisions of this Act, and to the Executors, Administrators, or Assigns of any such Person or Persons, Power to remove any Gravel which shall or may be dug in or upon any Part of the Hereditaments comprised in such Contracts, to any other of the Hereditaments aforesaid, or any Part or Parts thereof, for the making or repair of the Roads, Streets, or Ways in, upon, or about the Hereditaments, or the Part or Parts thereof to which such Gravel shall or may be removed, and that any Leases or Lease to be granted by virtue of or under the Powers of this Act may, if the Lessors or Lessor therein shall think fit, include the Liberty or Privilege hereby authorized to be given or granted.

Power to Trustees to authorize the Removal of Gravel from one Part of the Hereditaments authorized to be leased to another, for the making and repairing of Roads, &c.

XX. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (with such Consent as therein mentioned), if they or he shall think it expedient so to do, to enter into any Arrangement for the Payment by the Ground Landlord or Ground Landlords for the Time being of the Tithe Rent-charge for the Time being payable for or in respect of the Hereditaments comprised in the said First Schedule hereto, or any of them, or any Part thereof, in exoneration of the respective Lessees or Tenants of the said Premises, or some or any of them, therefrom, and to accept and agree to accept, and to reserve and agree to reserve, an additional or increased Rents or Rent in consideration thereof, and in any Lease or Leases and Contract or Contracts to enter into such Stipulations and Agreements with respect to the Tithe Rent-charge to which the Premises thereby demised or leased and agreed to be demised or leased respectively are or may be liable, or any Part thereof, as upon a due Consideration of all Circumstances shall seem advisable; and all and every Leases and Lease, and Contracts and Contract for granting Leases or a Lease,

Power for Trustees to enter into Arrangements with respect to Tithe Rent-charge.

[Private.]



under the Powers aforesaid, shall be valid and effectual, notwithstanding any such Stipulations or Agreements.

Any Purchaser to have the same Powers of nominating a Person to consent.

XXI. Provided always, and be it enacted, That in case the said *Henry Atkins Bowyer* shall at any Time sell his Estate and Interest in the Hereditaments aforesaid, or any of them, then the Authority hereby given to his Nominee or Nominees to consent to or concur in the Exercise of the Powers respectively herein created or contained, or any of them, shall cease and determine, as to the Hereditaments which shall be so sold, but not as to any other Hereditaments; and the Purchaser or Purchasers of the Hereditaments which shall be sold shall have the same or the like Power of nominating a Person or Persons to consent to and concur in the Exercise of the Powers respectively aforesaid, with respect to the Hereditaments purchased by him, her, or them, as are herein-before given to the said *Henry Atkins Bowyer* for that Purpose.

If no Person competent to consent, Trustees to act without Consent.

XXII. Provided also, and be it enacted, That in case at any Time there should be no Person competent to consent to the Exercise of the Powers hereby given to the said *Charles Sawyer* and *George Bowyer*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said *William Atkins Bowyer* deceased, and which are to be exercised with the Consent or Concurrence of any Person or Persons whomsoever, then all such Powers shall and may be exercised by the Trustees or Trustee for the Time being of the said Will of the said *William Atkins Bowyer*, at their or his own Discretion, and without the Consent or Concurrence of any Person or Persons whomsoever; and that in such Case all and every Right of exercising any Discretion hereby vested in such Trustees or Trustee jointly with any other Person or Persons whomsoever shall be vested in such Trustees or Trustee alone.

This Act not to affect the Mortgage to the said *Adam Washington*, except as herein mentioned.

XXIII. Provided always, and be it enacted, That nothing contained in this Act shall affect or prejudice the said *Adam Washington*, his Executors, Administrators, or Assigns, in respect of the said Mortgage herein-before mentioned to have been made to him for securing the Sum of Eleven thousand four hundred Pounds, and the Interest for the same, except so far as to give Effect to all Leases and Contracts for Leases, and other Acts, Matters, and Things to be executed, made, entered into, done, and performed by virtue of or under the Powers and Provisions herein contained; nevertheless, during the Continuance of the said Mortgage, all the Premises aforesaid, and the Rents, Issues, and Profits thereof, subject to the Powers and Provisions of this Act, and all Leases and Contracts to be respectively executed, made, and entered into by virtue thereof, shall remain, continue, and be subject and liable to the said Mortgage, and all Rights and Remedies incidental thereto.

Power to raise the Expences of this Act.

XXIV. And be it enacted, That the Costs, Charges, and Expences of preparing, applying for, soliciting, obtaining, and passing this Act, and of all Steps and Proceedings preparatory thereto or connected therewith,



therewith, and all incidental Costs, Charges, and Expences, shall be considered as Part of the Costs, Charges, and Expences of executing or performing the Trusts of the said Will of the said *William Atkins Bowyer*, and, together with the Costs of levying and raising the same, shall or may be levied and raised by the said *Charles Sawyer* and *George Bowyer*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Will, at any Time or Times after the passing of this Act, by and out of the Hereditaments comprised in the said First Schedule hereto, or any of them, in the Manner in which the gross Sums of Money in and by virtue of the said Will directed or authorized to be raised are therein directed or authorized to be levied or raised; and that all Monies which shall be raised by virtue of or under this present Direction or Authority shall be paid to the Trustees or Trustee for the Time being of the said Will, and be by them or him applied in Payment or Discharge of all the said Costs, Charges, and Expences; and that the Receipt or Receipts of the said Trustees or Trustee shall be a sufficient Discharge for the same; and further, that the Person or Persons paying the same Monies or any of them to the Trustees or Trustee for the Time being of the said Will shall not be bound to inquire into the Propriety of levying or raising the Monies which the said Trustees or Trustee shall think fit to levy or raise, nor to ascertain the Amount properly raisable, nor be bound to see to the Application thereof or any Part thereof; and further, that this present Direction or Authority shall be subject to the said Mortgage to the said *Adam Washington*, and to all the Powers hereby created, and to the Leases and Contracts respectively to be granted and entered into and all Acts whatsoever to be done or performed by virtue of or under the same Powers respectively or any of them; but that this present Direction or Authority, and all Mortgages, Sales, and other Acts to be executed, made, done, and performed in pursuance thereof, shall have and be entitled to Priority over such of the Trusts and Purposes of the said Will and Codicils of the said Testator as now remain to be executed or performed, or are capable of taking effect.

XXV. Provided always, and be it enacted, That the Costs, Charges, and Expences herein-before directed to be levied or raised shall previously to the raising thereof be taxed by One of the Taxing Masters of the High Court of Chancery; and that it shall be lawful for the said Court of Chancery at any Time and from Time to Time to make such Order as the said Court shall think fit, upon the Petition of the Trustees or Trustee for the Time being of the said Will, for the Taxation of the said Costs, Charges, and Expences, as between Solicitor and Client, in the usual Way, and also for the Taxation or Allowance of the Costs, Charges, and Expences of obtaining such Order, and of such Taxation; and the Certificate of the Taxing Master as to the Amount allowed on such Taxation shall be conclusive on all Persons and for all Purposes whatsoever.

XXVI. 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, Successors, Executors, and Administrators, (other than and except the said

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*Charles Sawyer and George Bowyer, as such Trustees as aforesaid; the said Adam Washington, as such Mortgagee as aforesaid; the said Frances Atkins Bowyer, the Widow of the said Testator; the said Henry Atkins Bowyer; the said William Henry Wentworth Atkins Bowyer and Charlotte his Wife, and the Trustees of the Settlement made on the Marriage of the said William Henry Wentworth Atkins Bowyer with the said Charlotte his Wife, and the Children or Child of the said Marriage; the said George Douglas Atkins Bowyer and Edward Atkins Bowyer; the said Samuel Wyatt Cobb and Frances Augusta Cobb his Wife, and the Children of the said Frances Augusta Cobb, and the Trustees of the Settlement made on the Marriage of the said Samuel Wyatt Cobb with the said Frances Augusta his Wife; the said Charles Vincent Joachim Eyre and Henrietta Elizabeth Eyre his Wife, and the Children of the said Henrietta Elizabeth Eyre, and the Trustees for the said Henrietta Elizabeth Eyre and her Children named in the Second Codicil to the Will of the said Testator; the said William Francklin and Penelope Maria Francklin his Wife, and the Children or Child of the said Penelope Maria Francklin, and the Trustees of the Settlement made on the Marriage of the said William Francklin with the said Penelope Maria his Wife; the said Mary Theresa Atkins Bowyer, Anne Elizabeth Atkins Bowyer, Eleanor Catherine Atkins Bowyer, and Emily Frances Atkins Bowyer, and the said Isabella Kitchen, the Wife of the said Thomas Kitchen, and the Trustees or Trustee for her, and all Persons whomsoever having or claiming, or to have or claim, any Annuity or yearly Sum, gross Sum of Money, or Part or Share of any such Sum of Money, Right, Title, Interest, Demand, or other Benefit by virtue of or under the said Will and Codicils of the said Testator William Atkins Bowyer, or the Settlements respectively herein-before recited or mentioned, or either of them, or any of the Trusts thereof, or by, from, through, under, or in trust for the said Persons respectively, or any or either of them, by Devise, Bequest, or Act of Law, or by virtue of or under any Assignment, Act, Deed, Matter, or Thing at any Time hereafter to be made, done, committed, or occasioned,) all such Estate, Right, Title, Interest, Benefit, Claim, or Demand whatsoever, of, in, to, out of, or upon the said Lands and Hereditaments comprised or mentioned in the said First Schedule to this Act, as they had before the passing of this Act, or could have held and enjoyed in case this Act had not been made.*

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

XXVII. And be it 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.



The FIRST SCHEDULE to which the foregoing Act refers.

| Description of Property.  | Name of Tenant and Nature of Tenancy. | Occupier.                         |
|---|---------------------------------------|-----------------------------------|
| <i>Clapham Park.</i>  |                                       |                                   |
| Several Parcels of Ground laid out for Building Purposes, containing 150A. 2R. 4P. or thereabouts, exclusive of Roads.                    | Mr. Cubitt, under Contract.           | Mr. Cubitt and his Under-tenants. |
| <i>Clarence Road.</i>   |                                       |                                   |
| Dwelling House, Coach-house, Stable, Pleasure and Kitchen Gardens, and Two Paddocks.  | G. Coles, Esq., under Lease.          | Mr. Coles.                        |
| Dwelling House, with Lodge, Coach-house, Stables, Pleasure Garden, Kitchen Gardens, and Five Acres of Land.                               | Mr. Cubitt, under Lease.              | Late Mr. Warren.                  |
| Dwelling House, Coach-house, Stables, Pleasure Garden, Shrubberies, Kitchen Garden, and Yards, containing altogether Seven Acres of Land. | Ditto                                 | Mr. Travers.                      |
| A Piece of Building Ground, containing Two and a Half Acres of Land.  | Ditto                                 | Ditto.                            |
| <i>King's Road.</i>   |                                       |                                   |
| Dwelling House and Premises, with Garden and Cottage.   | Ditto                                 | Mr. Long.                         |
| Dwelling House, Coach-house, Stable, and Garden   | Ditto                                 | Mr. Reynolds.                     |
| A Piece of Garden Ground, with Hot-houses thereon, and Right of Way.  | Mr. Gilliatt, under Lease.            | Mr. Gilliatt.                     |
| <i>New Park Road.</i>   |                                       |                                   |
| Dwelling House and Garden   | Mr. Sherwood, under Lease.            | Mr. Lilly.                        |
| Dwelling House and Garden   | Mr. Lucey, under Lease.               | Mr. Lucey.                        |
| Baptist Chapel  | Mr. Kitson and others, under Lease.   | Mr. Kitson and others.            |
| Three Dwelling Houses, Coach-houses, Stables, and Gardens.  | Mrs. Dean, under Lease.               | Mrs. Dean or her Under-tenants.   |
| <i>Thornton Road.</i>   |                                       |                                   |
| Two Dwelling Houses, with Coach-houses, Stables, and Gardens.   | Mr. Cubitt, under Lease.              | Mr. Eiche and Under-tenant.       |
| <i>Atkins Road.</i>   |                                       |                                   |
| Dwelling House, Coach-house, Stables, Yard, Gardens, Front Court, and Green-house.  | Mr. James Atkins                      | Mr. Dickins.                      |

[Private.]



| Description of Property.  | Name of Tenant and Nature of Tenancy.      | Occupier.                    |
|---|--|------------------------------|
| <i>Queen's Road.</i>  |  |                              |
| Dwelling House and Garden - - -   | Mr. W. Cooper, under Lease.                | Mr. Cooper's Under-tenant.   |
| Dwelling House and Garden - - -   | Ditto - - -                                | Ditto.                       |
| <i>Atkins Road.</i>   |  |                              |
| Cottage and Garden - - -  | Mr. Cubitt, under Lease.                   | Mr. Emery.                   |
| Dwelling House, Coach-house, Stable, Garden, and a Piece of Ground in Rear.                         | Mr. Wilkinson, under Lease.                | Mr. Wilkinson.               |
| Dwelling House, Coach-house, Stables, and Garden.   | Mr. Mullins, under Lease.                  | Mr. Sloper.                  |
| Dwelling House and Garden - - -   | Mr. Townend, under Lease.                  | Mr. Townend or Under-tenant. |
| Dwelling House, Premises, and Garden, Corner of South Road.   | Ditto - - -                                | Ditto.                       |
| Dwelling House, Premises, and Garden, Corner of Atkins Road and South Road.                         | Mr. Cubitt, under Lease.                   | Mr. Raven.                   |
| Dwelling House, Coach-house, and Stables, Garden and Field, between Atkins Road and Queen's Road.   | Mr. Cubitt - - -                           | Mr. Hadland.                 |
| <i>On North Side of Clapham Road.</i>   |  |                              |
| A Piece of Ground - - -   | Thomas Sturdy, under Lease.                | Mr. Stone.                   |
| Dwelling House, Coach-houses, Stable, Pleasure and Kitchen Gardens, Yard, and Orchard.              | John Thornton, Esq., at Will.              | Said John Thornton.          |
| Stable, Coach-house, and Yard - - -   | Mr. Davies, at Will -                      | Said Mr. Davies.             |
| Dwelling House and Garden - - -   | Mr. Till, under Lease                      | Said Mr. Till.               |
| Dwelling House and Garden - - -   | Mr. Zornlin, at Will -                     | Said Mr. Zornlin.            |
| Dwelling House, Kitchen, and Fruit Gardens, Orchard, Coach-house, and Stables, Yard, Out-buildings. | Mr. Roughton, under Lease.                 | Mr. Capper.                  |
| Dwelling House, Pleasure and Kitchen Gardens, Coach-house, Stables, and front Court.                | Mr. Fenner, under Lease.                   | Mr. Hepburn.                 |
| Dwelling House, Garden, front Court, and Nursery Ground.  | Mr. Fairbairn, under Lease.                | Mr. Fairbairn.               |
| Dwelling House, Yard, Garden, and front Court -   | Mr. Sanders, under Lease.                  | Miss Aldis.                  |
| Dwelling House, Coach-house, Stable-yard, Garden, and front Court.                                  | Mrs. Newberry, under Lease.                | Mr. Newberry.                |
| Two Houses and Coach-house, Stable, Shed, Two Gardens, and front Court.                             | Miss Everett, under Lease.                 | Miss Everett.                |
| Dwelling House, Garden, and Orchard, behind No. 2., Farm Terrace.                                   | Mr. Newman, under Lease.                   | Mr. Newman.                  |
| Dwelling House, Coach-house, Stable, and Garden, No. 1., Farm Terrace.                              | Mr. Gale, under Lease                      | Mr. Gunnell.                 |
| Dwelling House and Shop, with Yard behind   | Mr. Reuben Gibbs, under Lease.             | Mr. Grey.                    |
| Dwelling House, with Shop and Yard and Garden.  |  | Mr. Holford.                 |
| Dwelling House and Shop, with Garden - - -  |  | Mr. Earl.                    |
| <i>Manor Street.</i>  |  |                              |
| Commercial School and Garden - - -  | Executors of Mr. Reuben Gibbs, under Lease | Mr. Dennis.                  |
| Building Ground - - -   |  | Messrs. Vousden.             |
| Two Dwelling Houses and Gardens - - -   |  | Mr. Lucas.                   |
| Two Dwelling Houses and Gardens - - -   |  | Mr. P. Clark.                |
| Building Ground - - -   |  | Messrs. Vousden.             |



| Description of Property.   | Name of Tenant and Nature of Tenancy.      | Occupier.                         |
|--|--|-----------------------------------|
| Dwelling House and Garden  | Mr. Freemantle, under Lease.               | Mr. Freemantle's Under-tenant.    |
| Dwelling House and Garden  | Mr. Sharpe, under Lease.                   | Mr. Sharpe's Under-tenant.        |
| Two Dwelling Houses and Gardens  | Mr. J. Clark, under Lease.                 | Mr. J. Clark or Under-tenants.    |
| Dwelling House and Garden  | Mr. R. Shuckford, Agreement for Lease.     | Unfinished.                       |
| Dwelling House and Garden  | Ditto                                      | Mr. R. Shuckford's Under-tenant.  |
| Two Dwelling Houses with Gardens   | Mr. J. Shuckford, under Lease.             | Mr. J. Shuckford's Under-tenants. |
| Dwelling House and Garden  | Mrs. Barton, under Lease.                  | Mrs. Barton.                      |
| Dwelling House and Garden  | Mrs. Jupe, under Lease.                    | Mrs. Jupe.                        |
| Dwelling House and Garden  | Mr. Valler, under Lease.                   | Mr. Valler.                       |
| Dwelling House and Garden  | Mr. R. Shuckford, under Lease.             | Mr. R. Shuckford's Under-tenants. |
| Garden Ground, and Two Dwelling Houses opposite, with Gardens and a Piece of Building Ground.      | Mr. William John Loat, under Lease.        | Unoccupied.                       |
| Five Dwelling Houses, with Gardens and a private Road.   | Same                                       | Mr. Knight and his Under-tenants. |
| Eight Dwelling Houses, with Gardens  | Mr. H. Smith, under Lease.                 | Mr. H. Smith's Under-tenants.     |
| Three Dwelling Houses, with Gardens, and a Piece of Nursery Ground in the Rear, with Road to same. | Mr. William John Lout, under Lease.        | Mr. Loat's Under-tenants.         |
| Dwelling House and Garden  | Mr. Reecks, under Lease.                   | Mr. Reecks.                       |
| Dwelling House and Garden  | Mr. Stubbs, under Lease.                   | Mr. Bowers.                       |
| Dwelling House with Garden   | Under Contract to be leased to Mr. Cubitt. | Mr. Barnes.                       |
| Dwelling House with Garden   |  | Mr. Swatman.                      |
| Dwelling House with Garden   |  | Mr. Johnson,                      |
| Dwelling House with Garden   |  | Mr. Blunt.                        |
| Dwelling House with Garden   |  | Mr. Brayne.                       |
| Dwelling House and Garden  |  | Mr. Baker.                        |
| Two Dwelling Houses and Gardens  |  | Mr. Voak.                         |
| Dwelling House and Garden  | Mr. Whittaker, under Lease.                | Mr. Whittaker.                    |
| Dwelling House and Garden  | — Roots, under Lease.                      | Mr. Roots.                        |
| Dwelling House and Garden  | Mrs. Frost, under Lease.                   | —                                 |
| Dwelling House and Garden  | Messrs. Fox and Watts                      | Mrs. Fox.                         |
| Dwelling House and Garden  | Mr. Watts, under Lease.                    | Unoccupied.                       |
| Dwelling House and Garden  | Mr. Flower, under Lease.                   | Mr. Flower's Under-tenant.        |
| Dwelling House and Garden  | Mr. James, under Lease.                    | Mr. James.                        |
| Two Dwelling Houses and Gardens  | Mr. Voysey, under Lease.                   | Mr. Voysey and Under-tenants.     |
| Dwelling House and Garden  | Mr. Legerton, under Lease.                 | Mr. Legerton.                     |
| Dwelling House and Garden  | Mr. Pack, under Lease                      | Mr. Pack.                         |
| Four Dwelling Houses and Gardens   | Mr. Boswell, under Lease.                  | Mr. Boswell's Under-tenants.      |



| Description of Property.   | Name of Tenant and Nature of Tenancy.                 | Occupier.                                    |
|--|---|--|
| Four Dwelling Houses and Gardens, and a Piece of Building Ground.  | Under Contract to be leased to Mr. William John Loat. | Mr. William John Loat and his Under-tenants. |
| Three Dwelling Houses, Gardens, Coach-house, and Stable in Lark Hall Lane.   | Mr. Hayden, under Lease.                              | Mr. Hayden and his Under-tenants.            |
| A Piece of Building Ground abutting on Lark Hall Lane and Manor Street, containing about 2A. 1R. 23P.              | - - -   | Mr. Cubitt.                                  |
| A Piece of Ground fronting Manor Street (reserved for building), between the above and following Pieces of Ground. | - - -   | Mr. Cubitt.                                  |
| A Piece of Building Ground, with Three Houses partly erected thereon, containing about 3A. 2R. 15P.                | Under Contract to be leased to Mr. Cubitt.            | Mr. Cubitt and his Under-tenants.            |
| Two Dwelling Houses and Gardens - - -  | Mr. Haynes, under Lease.                              | Mr. Haynes and Under-tenants.                |
| Two Dwelling Houses and Gardens - - -  | Mr. Vince, under Lease.                               | Mr. Vince and Under-tenants.                 |
| Dwelling House and Garden, with Two Cottages in Rear.  | Mr. Butler, under Lease.                              | Mr. Baker and Under-tenants.                 |
| Two Dwelling Houses and Gardens - - -  | Mr. Hird, under Lease                                 | Mr. Hird and Under-tenants.                  |
| Dwelling House and Garden - - -  | Mr. R. Gibbs, under Lease.                            | Mr. Embleton.                                |
| Two Dwelling Houses and Stables - - -  | Mr. Abbott, under Lease.                              | Mr. Abbott's Under-tenants.                  |
| Three Dwelling Houses, with Two Shops, Bake-house and Gardens.   | Mr. R. Gibbs, under Lease.                            | Mr. Anns, and others.                        |
| <i>Clapham Road.</i>   |   |  |
| Two Brewers Inn, with Stables, Coach-house, Cottage, and Yard.   | Messrs. Barclay, under Lease.                         | Mr. Anns.                                    |
| <i>Chip Street.</i>  |   |  |
| Eighteen Cottages, with Yards and Workshops - - -  | Mr. R. Gibbs, under Lease.                            | Mr. R. Gibbs's Under-tenants.                |
| <i>Spring Gardens.</i>   |   |  |
| Five Cottages, with Gardens - - -  | Ditto - - -   | Ditto.                                       |
| <i>Cross Street.</i>   |   |  |
| Five Cottages, with Gardens and Carpenter's Shop   | Ditto - - -   | Ditto.                                       |
| <i>High Street.</i>  |   |  |
| Dwelling House, with Stables, Yards, and Gardens   | Mrs. Toulmin, under Lease.                            | Unoccupied.                                  |
| Dwelling House and Garden - - -  | Mr. Jones, at Will -                                  | Mr. Jones.                                   |
| Dwelling House, Coach-house, Stables, and Garden   | Miss Goulds, at Will                                  | Miss Goulds.                                 |
| Dwelling House, Garden, Outbuildings, and Yard   | Mr. Moulson, under Contract for Lease.                | Mr. Moulson.                                 |
| Dwelling House, Coach-house, Stable-yard, Pleasure and Kitchen Gardens.  | Mr. King, under Lease                                 | Mrs. Matthison.                              |
| Three Dwelling Houses, with Shops and Outhouses  | Ditto - - -   | Mr. King's Lessees.                          |



| Description of Property.  | Name of Tenant and Nature of Tenancy. | Occupier.                            |
|---|---------------------------------------|--------------------------------------|
| <i>Crescent Place.</i>  |                                       |                                      |
| Eight Dwelling Houses, with Yards behind  | Mr. Hughes, under Lease.              | The late Mr. Hughes's Under-tenants. |
| <i>Polygon.</i>   |                                       |                                      |
| Eighteen Dwelling Houses, with Coach-houses and Stables.  | Ditto - -                             | Ditto.                               |
| <i>Lark Hall Lane.</i>  |                                       |                                      |
| Dwelling House and Garden - - -   | Ditto - -                             | Mr. Green.                           |
| Dwelling House and Garden - - -   | Ditto - -                             | Mr. Harris.                          |
| Dwelling House and Garden - - -   | Mr. Gall, under Lease                 | Mr. Deacon.                          |
| Dwelling House, with Pleasure Garden, Kitchen Garden, Pond, and Right of Way to Wandsworth Road.  | Mr. Hughes -                          | Mr. Jeffrey.                         |
| Dwelling House (adjoining the foregoing Premises), with Pleasure Garden, Two Kitchen Gardens, Field abutting on the Wandsworth Road, Coach-house, Stable, and Outbuildings. | Ditto - -                             | Mr. Jones.                           |
| Cottage, with Two Stables, Coach-house, and Stable-yard.  | Ditto - -                             | Mr. Sheldrake.                       |
| <i>Matrimony Place, Wandsworth Road.</i>  |                                       |                                      |
| Twelve Cottages, with Gardens, a Cooper's Shed, and Yard.   | Ditto - -                             | The late Mr. Hughes's Under-tenants. |
| <i>Chapel Place, Wandsworth Road.</i>   |                                       |                                      |
| Seven Cottages, with Gardens - - -  | Ditto - -                             | Ditto.                               |
| Dwelling House, Pleasure Garden, Kitchen Gardens, Stable, and Coach-house.  | Ditto - -                             | Ditto.                               |
| Dwelling House, Pleasure and Kitchen Gardens, Yard, Outbuildings, double Coach-house, Stable, and Field abutting on the Wandsworth Road and Nag's Head Lane.                | Ditto - -                             | Ditto.                               |
| <i>North Place, Old Town.</i>   |                                       |                                      |
| Eight Cottages, with Yard and Stable adjoining  | Ditto - -                             | Ditto.                               |
| Three Cottages, with Gardens, Stable-yard, Coach-house, Stables, and Garden in front of Cottages, abutting on Mr. Hewitt's Freehold.  | Mr. Mills, under Lease                | Mr. Mills and his Under-tenants.     |
| <i>Orchard Street.</i>  |                                       |                                      |
| Cottage, with Garden - - -  | Mr. Greenfield, under Lease.          | Mr. Greenfield.                      |
| Two Cottages, with Gardens - - -  | Mr. Piggott, under Lease.             | Mr. Piggott's Under-tenants.         |
| Five Cottages, with Gardens - - -   | Mr. Phelps, under Lease.              | Mr. Phelps and Under-tenants.        |

[Private.]



| Description of Property.  | Name of Tenant and Nature of Tenancy.          | Occupier.                              |
|---|--|--|
| <i>North Street.</i>  |  |  |
| One Dwelling House, with Shop and Garden, and Seven Cottages behind ditto.  | Mr. William John Loat, under Lease.            | Mr. William John Loat's Under-tenants. |
| Fourteen Cottages, with small Yards - - -   | Mr. Hughes, under Lease.                       | The late Mr. Hughes's Under-tenants.   |
| Five Cottages, with Yards - - -   | Ditto - - -                                    | Ditto.                                 |
| Part of a Field for Building Ground, containing about Eight Acres, adjoining Top of Orchard Street.   | Mr. Ashby, Tenant at Will.                     | Mr. Ashby.                             |
| <i>Old Town.</i>  |  |  |
| Dwelling House, Coach-house, Stables, Yards, Pleasure Garden, Kitchen Garden, and Two small Cottages.   | The Rev. Dr. Dealtry, Rector, at Will.         | Dr. Dealtry, and Under-tenants.        |
| Cottage, School-house, Yard - - -   | Mr. Jones, at Will -                           | Mr. Jones.                             |
| Dwelling House, Coach-house, Stables, Pleasure Gardens, Kitchen Gardens, Paddock, Orchard and Garden Ground in front next main Road.                | Mr. Hughes, Part under Lease and Part at Will. | Mr. Hewitt.                            |
| Dwelling House and Yard - - -   | Ditto - - -                                    | Mr. Pickering.                         |
| Dwelling House called "Grove House," with Coach-house, Stable, Pleasure Garden, Kitchen Garden, and Carriage Drive.                                 | Mrs. Townsend, under Lease.                    | Mrs. Townsend and Daughters.           |
| <i>Clapham Common.</i>  |  |  |
| Dwelling House, Pleasure, Kitchen, and Fruit Gardens, Stable-yard, Coach-house and Stables, Two Fields, with Right of Way in common from main Road. | Mr. David Webster, under Lease.                | Mr. Crow.                              |
| Dwelling House, with Coach-house, Stables, Pleasure Garden, Kitchen Garden, with Right of Way in common with main Road.                             | Mr. Smith - - -                                | Alderman Humphery.                     |

And all other the Hereditaments (if any) at Clapham aforesaid, devised by the Will and Second Codicil of the said William Atkins Bowyer to the Trustees, and referred to in the above Act.

*John Hawkins.  
William John Loat.*



## The SECOND SCHEDULE to which the foregoing Act refers.

A Contract bearing Date the Sixteenth Day of May One thousand eight hundred and twenty-five, made between the Testator William Atkins Bowyer, then William Atkins, of the one Part, and Thomas Cubitt, Builder, of the other Part, whereby the said Testator agreed to demise or lease to the said Thomas Cubitt, his Executors, Administrators, or Assigns, first, a Messuage or Tenement, and several Pieces or Parcels of Land thereto belonging, commonly called or known by the Name of Bleak Hall Farm, in the Parish of Clapham in the County of Surrey, containing Two hundred and twenty-nine Acres and Nineteen Perches (being Part of the Hereditaments comprised in the First Schedule to the foregoing Act), and, secondly, a certain Messuage, Tenement, or Dwelling House, Stables, Coach-houses, and other Buildings, and the Gardens, Pieces or Parcels of Meadow Land, held therewith, at Clapham aforesaid (not being Part of the Hereditaments comprised in the said First Schedule), to hold the Premises first described for the Term of Ninety-nine Years from the Twenty-ninth Day of September One thousand eight hundred and twenty-five, and the Premises secondly described for the Term of Ninety-eight Years from the Twenty-ninth Day of September One thousand eight hundred and twenty-six, at certain progressively increasing Rents therein mentioned, amounting to Two thousand five hundred and ninety Pounds a Year for the whole Residue of the said Terms from and after the Twenty-ninth Day of September One thousand eight hundred and thirty-nine, Part of which Premises firstly described, and all of which Premises secondly described, with the several Buildings erected thereon, had been demised and let by certain Leases granted by the said Testator in his Lifetime, pursuant to the Provisions in the said Contract, and other Part of the said Premises firstly described had been set out and allotted for Roads during the Life of the said Testator, leaving at the Time of the Death of the said Testator One hundred and fifty Acres Two Roods and Four Perches, or thereabouts, of Land subject to the said Contract, being the several Parcels of Land at Clapham Park containing One hundred and fifty Acres Two Roods and Four Perches, or thereabouts, mentioned in the said First Schedule, and for which the Rent payable by the said Thomas Cubitt amounts to the annual Sum of One thousand seven hundred and ninety-nine Pounds Eight Shillings, being the said reserved Rent of Two thousand five hundred and ninety Pounds, after deducting the several Rents reserved and made payable by the several Leases granted by the said Testator in his Lifetime, as aforesaid.

A Contract bearing Date the Twenty-ninth Day of December One thousand eight hundred and thirty-seven, made between the said Testator of the one Part, and the said Thomas Cubitt of the other Part, whereby the said Testator agreed to demise or lease to the said Thomas Cubitt, his Executors, Administrators, or Assigns, a certain Piece or Parcel of Land at Clapham aforesaid, containing by Admeasurement One Acre and Twenty-five Perches, being Part of the Land comprised in the said First Schedule, and a certain other Piece or Parcel of Land at Clapham aforesaid, containing by Admeasurement Three Acres Two Roods and Fifteen Perches, being also Part of the Lands comprised in the said First Schedule, to hold for Seventy-one Years from the Twenty-fifth Day of March One thousand eight hundred and thirty-six, at certain progressively increasing Rents therein mentioned, amounting to Forty-seven Pounds Ten Shillings a Year for the whole Residue of the said Term from and after the Twenty-fifth Day of March One thousand eight hundred and forty-four, Part of which first-mentioned Piece or Parcel of Land, with the several Buildings erected thereon, have been demised and let by certain Leases granted by the said Testator in his Lifetime, pursuant to the Provisions in the said Contract, and upon the Residue thereof the several Houses in the said First Schedule hereto mentioned to be in the Occupation of Mr. Barnes, Mr. Swatman, Mr. Johnson, Mr. Blunt, Mr. Brayne, Mr. Baker, and Mr. Voak, have been erected and built. The Rent



payable by the said Thomas Cubitt under this Contract amounts to the Sum of Thirty-one Pounds a Year, being the said reserved Rent of Forty-seven Pounds Ten Shillings, after deducting therefrom the several Rents reserved by the several Leases granted by the said Testator in his Lifetime, as aforesaid.

A Contract entered into between the said Testator and William John Loat, Builder, by a certain Letter bearing Date the Twenty-second Day of August One thousand eight hundred and forty-three, written by the Agent of the said Testator to the said William John Loat, and a certain Letter bearing Date the Twenty-eighth Day of August One thousand eight hundred and forty-three, written by the said William John Loat to the said Agent of the said Testator, whereby the said Testator agreed to let to the said William John Loat a certain Piece or Parcel of Land at Clapham aforesaid, for the Term of Seventy-seven Years from the Twenty-ninth Day of September One thousand eight hundred and forty-three, at the annual Rents of Ten Pounds for the first Two Years and Forty Pounds for the Remainder of the said Term, and which Piece or Parcel of Land now consists of the Four Dwelling Houses and Gardens and Piece of Building Ground in the said First Schedule described as under Contract to be leased to Mr. William John Loat.

*John Hawkins.*  
*William John Loat.*

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