ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. 2.

An Act to enable *William Dunn Gardner* Esquire, upon purchasing the respective Reversions of and in certain Leasehold Estates devised by the Will of *William Dunn Gardner*, deceased, to charge the said Estates with the Purchase Money and the Expenses incident to such Purchase, and to convey or cause to be conveyed the same Estates by way of Mortgage to secure the Payment of the said Purchase Money and Expenses, without incurring a Forfeiture of his Estate and Interest under the same Will; and for other Purposes.

[13th *July* 1868.]

WHEREAS by an Indenture dated the 25th Day of *April* 1826, and made between the Right Reverend Father in God *Bowyer Edward* Lord Bishop of *Ely* of the First Part, *William Dunn Gardner* of *Fordham Abbey* in the Parish of *Fordham* in the County of *Cambridge*, Esquire, of the Second Part, and *Thomas Wilkin* and *William Wilkin* of the Third Part, the said

Indenture of Lease, dated 25th April 1826.

said *Bowyer Edward* Lord Bishop of *Ely*, in consideration of the Surrender of a former Lease of the Hereditaments therein-after described, dated the 6th Day of *January* 1821, and made between the said Lord Bishop of *Ely* of the First Part, the said *William Dunn Gardner* of the Second Part, and *Thomas Seppings* and the said *William Wilkin* of the Third Part, and for divers other good Causes and Considerations him the said *Bowyer Edward* Lord Bishop of *Ely* thereunto moving, did for himself and his Successors, demise, grant, and to farm let unto the said *William Dunn Gardner*, his Heirs and Assigns, the Homestead, Barn, and other Buildings, and the several Closes, Pieces, or Parcels of Land, containing together 232A. 3R. 15P., therein particularly described, all situate in the aforesaid Parish of *Fordham*, except and reserved unto the said *Bowyer Edward* Lord Bishop of *Ely* and his Successors all great Trees, Woods, Underwoods, Wards, Marriages, Mines, and Quarries of the Premises, and also except the Advowson of the Vicarage of the Parish Churches of *Plumpestow* otherwise *Pleymonstall* and *Fordham* aforesaid, to have and to hold the same unto the said *William Dunn Gardner*, his Heirs and Assigns, from the making of the Indenture now in recital for and during the natural Lives of *Valentine Rickard*, then aged Fifty-five Years or thereabouts, of *Thomas Dunn*, then aged Twenty Years or thereabouts, and of the Honourable *John* Lord *Townshend*, and for and during the Lives and Life of the longest Livers and longest Liver of them, yielding and paying therefore unto the said *Bowyer Edward* Lord Bishop of *Ely* and his Successors the clear yearly Rent of Fourteen Pounds, payable as therein mentioned; and the said *William Dunn Gardner* thereby covenanted, among other things, well and sufficiently to repair the Chancel of the Churches of *Plumpestow* otherwise *Pleymonstall* and *Fordham* aforesaid; and the said *Bowyer Edward* Lord Bishop of *Ely* did thereby appoint the said *Thomas Wilkin* and *William Wilkin* his Attornies and Attorney in his Name to enter upon the demised Premises, and to deliver Possession and Seizin thereof unto the said *William Dunn Gardner*, his Heirs or Assigns, to hold the same demised Premises unto and to the Use of the said *William Dunn Gardner*, his Heirs and Assigns, for the Lives or Term therein aforesaid:

Indenture of Lease, also dated 25th April 1826.

And whereas by another Indenture also dated the said 25th Day of *April* 1826, and made between the same Persons as were Parties to the last-recited Indenture, and in the same Order, the said *Bowyer Edward* Lord Bishop of *Ely* did, for himself and his Successors, demise, grant, and to farm let unto the said *William Dunn Gardner*, his Heirs and Assigns, the several Pieces or Parcels of Land therein described, containing altogether 128A. 3R. 25P., situate

situate in the Parish of *Fordham* aforesaid, except and reserved as in the last-recited Indenture was excepted and reserved, to have and to hold the same unto the said *William Dunn Gardner*, his Heirs and Assigns, from the making thereof for and during the natural Lives of the said *Valentine Rickard*, of *John Carrington Dunn*, then aged Sixteen Years, and of the Honourable Lord *William Townshend*, and for and during the Lives and Life of the longest Livers and longest Liver of them, yielding and paying therefore unto the said *Bowyer Edward* Lord Bishop of *Ely* and his Successors the clear yearly Rent of Eight Pounds, payable as therein mentioned; and in the Indenture now in recital were contained Covenants and a Power of Attorney to enter and deliver Seizin in all respects similar to the Covenants and Power of Attorney contained in the last-recited Indenture;

Livery of Seizin of Hereditaments comprised in Leases of 25th April 1826.

And whereas Livery of Seizin of the Premises respectively demised by the said recited Indentures of the 25th Day of *April* 1826 was on the 10th Day of *May* in the same Year duly given to the said *William Dunn Gardner*, to hold to him the said *William Dunn Gardner*, his Heirs and Assigns, for the respective Lives or Terms aforesaid;

Will of William Dunn Gardner, dated 15th August 1831.

And whereas the said *William Dunn Gardner* duly made his last Will dated the 15th Day of *August* 1831, and executed with the Formalities then by Law required for giving Validity to Devises of Real Estate, and thereby gave and devised all and every his Manors, Messuages, Lands, Tenements, and Hereditaments, and Real Estates which were Freehold or Leasehold, unto his Wife *Jane Dunn Gardner* and her Assigns for and during the Term of her natural Life, subject nevertheless and charged and chargeable as therein-after and herein-after mentioned; and he gave and devised all and every his Messuages, Lands, Tenements, Hereditaments, and Real Estates which were Copyhold or of Customary Tenure unto his Nephew *John Carrington Dunn* of *Chatteris* in the *Isle of Ely*, Brewer, and his Heirs, in trust nevertheless to permit and suffer his the Testator's said Wife to receive and take the Rents, Issues, and Profits thereof during her Life, and upon and from and immediately after her Decease then in trust for such Person and Persons for such Estate and Estates, Interest and Interests, and subject to such Provisoes and Limitations, and for such Intents and Purposes, as were therein-after expressed and declared of and concerning the same; and as to, for, and concerning all and every his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates situate, lying, and being in the *Isle of Ely* and in the County of *Huntingdon*, of what Nature or Tenure soever the same might

might be or consist of, he gave and devised the same and every Part thereof upon and from and immediately after the Decease of his said Wife unto the eldest Son of his the Testator's Daughter *Sarah Gardner* Marchioness *Townshend*, who was commonly called Lord *John Townshend*, and his Assigns, for and during the Term of his natural Life; and from and after the Determination of that Estate he gave and devised the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* unto his said Nephew *John Carrington Dunn* and his Heirs in trust to preserve the contingent Remainders thereof in the said Will after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require, yet nevertheless to permit and suffer the Testator's Grandson Lord *John Townshend* and his Assigns to receive and take the Rents, Issues, and Profits thereof during his Life; and upon and from and after the Decease of his said Grandson he gave and devised the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* unto the First Son of the Body of his said Grandson and the Heirs Male of the Body of such First Son lawfully issuing; and failing such Issue he gave and devised the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* unto the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of his said Grandson lawfully to be begotten, severally, successively, and in remainder one after another in order and course as such Son and Sons should be in Priority of Birth and Seniority of Age, and to the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Son and Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of them and the Heirs Male of his Body issuing; and failing such Issue he gave and devised the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* unto all and every the Daughter and Daughters of the Body of his said Grandson lawfully to be begotten, and to the Heirs of the respective Body and Bodies of such Daughter and Daughters, equally to be divided between or amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants; and if there should be but One such Daughter then he gave and devised the same Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* to such only Daughter and the Heirs of her Body; and in case there should be more than One

such

such Daughter, and there should be a Failure of Issue of the Body or Bodies of any such Daughter or Daughters, then as to the original Part or Share and Parts or Shares of her or them so dying without Issue, as well as to such other Part or Share and Parts or Shares as by virtue of his said Will should have accrued unto any of them or their Issue on the Decease of any other or others of them without Issue, then he gave and devised the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* unto the remaining and other and others of such Daughter and Daughters, equally to be divided between or amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and to the several and respective Heirs of the Body and Bodies of such remaining and others of them, and if there should be but One such remaining or other of such Daughter and Daughters then he gave and devised the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* to such only remaining or other Daughter and to the Heirs of her Body; and failing such Issue he gave and devised the said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* to such Person and Persons for such Estate and Estates, Interest and Interests, and for such Ends, Intents, and Purposes, as he had therein-after given and devised his Manors in *Soham*, *Fordham*, and *Isleham*, in the said County of *Cambridge*; also he gave and devised all his reversionary Estate, Right, and Interest of, in, and to a certain Freehold Estate in *Soham* in the said County of *Cambridge*, called *Soham Meer*, unto his said Grandson Lord *John Townshend* and his Assigns for and during the Term of his natural Life, and upon and from and immediately after his Decease the said Testator gave and devised the same to such Person and Persons for such Estate and Estates, Interest and Interests, and in such Manner and Form as he had devised his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and in the County of *Huntingdon* upon his Death; also he gave and bequeathed, subject to the Life Interest of his said Wife therein, all his Estate and Interest in his Leasehold Estates in the County of *Middlesex* unto his said Grandson Lord *John Townshend*; and as to, for, and concerning the Manors of *Soham* and *Fordham*, *Netherall*, *Wygorne*, *Great Isleham* with *Bernard's Beck*, otherwise *Beck Hall*, *Newhall* and *Uphall*, and *Fordham Biggen*, and all other his Manors in or extending into the Counties of *Cambridge* and *Suffolk*, except his Manors in the *Isle of Ely*: therein-before devised and disposed of, and all his Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates, of what Nature or Tenure soever the same might be

or consist of, situate in the several Parishes of *Soham*, *Fordham*, *Wicken*, and *Isleham*, in the said County of *Cambridge* (*Soham Meer* excepted), he gave and devised the same and every Part thereof upon and from and immediately after the Decease of his said Wife unto the Second Son of his the Testator's said Daughter, who was commonly called Lord *William Townshend*, and his Assigns, for and during the Term of his natural Life; and from and after the Determination of that Estate the said Testator gave and devised the last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates unto his said Nephew *John Carrington Dunn* and his Heirs in trust to preserve the contingent Remainders thereof in the said Will after limited from being defeated or destroyed, yet nevertheless to permit and suffer the Testator's Grandson Lord *William Townshend* and his Assigns to receive and take the Rents, Issues, and Profits thereof during his Life; and from and after the Decease of his said Grandson Lord *William Townshend* he gave and devised the last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates unto the First Son of the Body of the said Lord *William Townshend* and the Heirs Male of the Body of such First Son lawfully issuing; and failing such Issue he gave and devised the said last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates unto the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of his said Grandson Lord *William Townshend* lawfully to be begotten, severally, successively, and in remainder one after another in order and course as such Son and Sons should be in Priority of Birth and Seniority of Age, and to the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Son and Sons and the Heirs Male of his Body issuing being always preferred and to take before the younger of them and the Heirs Male of his Body issuing; and failing such Issue the said Testator gave and devised the last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates unto all and every the Daughter and Daughters of his said Grandson Lord *William Townshend* lawfully to be begotten, and to the Heirs of the respective Body and Bodies of such Daughter and Daughters, equally to be divided between or amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants; and if there should be but One such Daughter then he gave and devised the said last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates to such only Daughter and to the Heirs of her Body; and in case there should be more than One such Daughter, and there should be a Failure of Issue of the Body or Bodies of such Daughter or

Daughters,

Daughters, then as to the original Part or Share and Parts or Shares of her or them so dying without Issue, as well as to such other Part or Share and Parts or Shares as by virtue of the said Will should have accrued unto any of them or their Issue on the Decease of any other or others of them without Issue, then he gave and devised the said last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates unto the remaining and other and others of such Daughter and Daughters, equally to be divided between or amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and to the several and respective Heirs of the Body and Bodies of such remaining and others of them; and if there should be but One remaining or other of such Daughter and Daughters then he gave and devised the said last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates to such only remaining or other Daughter and to the Heirs of her Body; and failing such Issue he gave and devised the said last-mentioned Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates to such Person and Persons for such Estate and Estates, Interest and Interests, and to and for such Ends, Intents, and Purposes, as he had therein-before given and devised his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estates in the *Isle of Ely* and County of *Huntingdon*: Provided always, and he did thereby expressly will and declare, that in case both his said Grandsons should die without leaving any Issue capable of taking under the Limitations therein-before contained, then upon the Decease of the Survivor of them his said Grandsons he gave and devised all and every the Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates therein-before devised unto all and every the Daughters of his said Daughter, whether legitimate or illegitimate, born or to be born, and to the Heirs of their Bodies lawfully begotten, as Tenants in Common; and if there should be only One such Daughter, whether legitimate or illegitimate, then he gave and devised all and every the said Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates unto such One Daughter and the Heirs of her Body lawfully begotten; and in case there should be no Daughter, nor the Issue of any Daughter of his said Daughter, living at the Death of the Survivor of his said Grandsons in the event aforesaid, then he gave and devised the said Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Real Estates unto his said Daughter, her Heirs and Assigns for ever: Provided also, and he did thereby declare his Will to be that it should be lawful to and for his said Grandsons respectively, and he did thereby give to each of them full Power and Authority as and

when

when by virtue of or under his said Will they should respectively come into the Possession of the Manors and other Hereditaments thereby given to them respectively by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them respectively sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by their respective last Wills and Testaments in Writing, to be by them respectively signed and published in the Presence of and attested by Three or more credible Witnesses, to limit and appoint unto and to the Use of or in trust for any Woman or Women respectively to whom they respectively might be married, or with whom they might respectively afterwards intermarry, during the Life or respective Lives of such Woman or Women respectively, as and for her or their Jointure or respective Jointures, and in bar or without being in bar of her or their Dower or respective Dowers, any annual Sum or Sums of Money, yearly Rentcharge or yearly Rentcharges, not exceeding in the whole the Sum of Six hundred Pounds respectively, for the Life or respective Lives of any such Woman or Women respectively as aforesaid, to be issuing and payable out of and charged and chargeable upon all or any of the Manors or Hereditaments therein-before devised to them his said Grandsons respectively, clear of all Taxes and Outgoings whatsoever, Parliamentary or parochial, and to be paid in such Manner as to them his said Grandsons respectively should seem meet, and for the Purpose of securing the annual Sum or yearly Rentcharge, or annual Sums or yearly Rentcharges, so to be appointed as aforesaid, to limit and appoint to the Woman or Women respectively to whom the said annual Sum or yearly Rentcharge, or annual Sums or yearly Rentcharges, should be so appointed as aforesaid, usual Powers and Remedies for recovering and enforcing Payment thereof respectively by Distress and Entry upon and Perception of the Rents, Issues, and Profits of the Hereditaments so to be charged with the said annual Sum or Sums, yearly Rentcharge or yearly Rentcharges, and also to limit and appoint the Hereditaments so to be charged as aforesaid to any Person or Persons whomsoever for any Term or Terms of Years for the better securing the Payment of the same respectively, to take effect immediately after the Decease of such of them his said Grandsons as should limit or create the same respectively as to them his said Grandsons respectively should seem meet, but so that every such Term or Terms of Years (if any should be limited) should be made to determine on the Death of the Woman or Women for whose Benefit the same respectively should be created, and the Payment of the said annual Sum or yearly Rentcharge thereby respectively secured, and all Expenses incurred by the Nonpayment of the same respectively; and after giving

certain

certain Leasing Powers, the said Testator directed, as far as he might or could, that when and as soon as his said Grandson Lord *William Townshend*, and all and every the Son and Sons of his Body, or the Heirs Male of his, their, or any or either of their Body or Bodies, and also the Heirs Male of the Body and Bodies of all and every such Daughter and Daughters of the Body of him the said Lord *William Townshend*, should respectively and successively attain the Age or Ages of Twenty-one Years, and become seised or in anywise entitled to the Possession of the Manors, Messuages, Mills, Farms, Lands, Tenements, and Real Estates thereby devised to the said Lord *William Townshend* by virtue of any of the Limitations therein-before made thereof, or any Part thereof, he and they and every of them should use, assume, and take upon him and themselves respectively, and afterwards continue, the Surname or Names of "*Dunn Gardner*," instead of his or their then Surname, or by adding the same thereto, and should so write and style him and themselves respectively as therein mentioned; and after a similar Direction as to the Husband of any Daughters of the said Lord *William Townshend*, and after devising Trust and mortgaged Estates, the said Testator ordered and directed that, notwithstanding anything therein-before contained, the Person and Persons who for the Time being should be entitled to the Rents and Profits of his Real Estates in *Chatteris* in the *Isle of Ely*, and *Soham*, *Fordham*, *Isleham*, and *Wicken* aforesaid, under and by virtue of his said Will, should pay into the proper Hands of his said Daughter *Sarah Gardner* Marchioness *Townshend* during the Term of her natural Life for her own sole and separate Use Two several Annuities, annual Rentcharges, or yearly Sums of Two hundred Pounds each, such Annuities to be respectively payable as therein mentioned, and he directed that One of the said Annuities of Two hundred Pounds should be charged and chargeable upon and payable out of the Rents and Profits of his Real Estates in *Chatteris* aforesaid, and the other of the said Annuities of Two hundred Pounds should be charged and chargeable upon and payable out of the Rents and Profits of his Real Estates in *Fordham* aforesaid, and he thereby subjected and charged the same Estates accordingly; and after giving a Power of Distress for enforcing Payment of the said Annuities, he gave unto *Elizabeth Dunn*, the Widow of his late Brother *John Dunn* deceased, One Annuity, annual Rentcharge, or yearly Sum of Thirty Pounds, to be payable as therein mentioned, and he did thereby subject and charge such Parts of his Real Estates in *Fordham* aforesaid as were then occupied by *Joseph Bland* with and to the Payment of the said Annuity to the said *Elizabeth Dunn* during her Life accordingly; and after bequeathing unto the said *John Carrington Dunn* the Sum of Five

hundred Pounds, to be paid to him out of his the Testator's Personal Estate as therein mentioned, the said Testator, subject to and after the Payment of the said Legacy and of all his just Debts and Funeral and Testamentary Expenses, gave and bequeathed all his Monies and Securities for Money, Goods, Chattels, Personal Estate, and Effects whatsoever unto his said Wife for her own sole and separate Use and Disposal, and he nominated, constituted, and appointed his said Wife and the said *John Carrington Dunn* to be Executrix and Executor of his said Will and Guardians of his said Grandsons during their respective Minorities:

Codicil of W. Dunn Gardner, dated 16th August 1831.

And whereas the said Testator *William Dunn Gardner* duly made a Codicil to his said Will, which Codicil was dated the 16th Day of *August* 1831, and executed with the Formalities then by Law required for giving Validity to Devises of Real Estate, and thereby, after charging his Messuages, Lands, and Hereditaments situate in *Chatteris* in the *Isle of Ely*, then in the Occupation of his Nephew the said *John Carrington Dunn*, with the Payment of a certain Annuity in favour of *Jane Cartwright*, the Daughter of the Testator's Niece *Jane Maris*, he gave unto *Caroline Dunn Rummell*, then and therein described as *Caroline* the Daughter of the said *Jane Maris*, in the event of her Marriage, but not otherwise, One clear Annuity of One hundred and fifty Pounds, to be paid to her by equal half-yearly Payments of Seventy-five Pounds each during her Life for her separate Use as therein mentioned, and he thereby subjected and charged his Real Estates at *Fordham* in the said County, then in the Occupation of *Joseph Bland*, and every Part thereof, with and to the Payment of the said Annuity, and he directed the first half-yearly Payment of Seventy-five Pounds to be paid to the said *Caroline* Six Months after the Day of her Marriage, and he also directed that a proportionable Part of such Annuity should be paid to the Executors or Administrators of the said *Caroline* for or in respect of so many Days as should have elapsed from the last half-yearly Day of Payment next preceding her Decease up to and until the Day of her Death, without any Deduction or Abatement whatsoever, and in the meantime and until the said *Caroline* the Daughter of the said *Jane Maris* should attain the Age of Twenty-one Years the Person or Persons who for the Time being would be entitled to the Rents and Profits of his said Estates at *Fordham*, in the Occupation of the said *Joseph Bland*, should pay unto the said *John Carrington Dunn*, his Executors or Administrators, at and after the Rate of Thirty Pounds *per Annum*, to be computed from the Day of his Death, to be by the said *John Carrington Dunn*, his Executors or Administrators, paid and applied towards the Clothing and Maintenance of the said *Caroline* until she attained

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the Age of Twenty-one Years, and when and as soon as the said *Caroline* should attain the Age of Twenty-one Years the Person or Persons who for the Time being would be entitled under and by virtue of his said Will to the Rents and Profits of the said Estates then in the Occupation of the said *Joseph Bland* should pay unto her at and after the Rate of Sixty Pounds *per Annum* until the Day of her Marriage, and in case she should not marry then up to the Day of her Death; and he gave unto the aforesaid Annuitants the same Remedy for enforcing Payment of the said Annuities as Landlords are by Law empowered to use for the Recovery of Arrears of Rent, and after certain other specific Bequests the now stating Codicil contained the following Proviso and Declaration, herein-after referred to as the said Proviso and Declaration against Alienation; (that is to say,) "Provided also, and I hereby declare that all the Devisees "(except my said Wife) and Legatees who under my said Will or "under this Codicil shall be entitled to any Rent, Interest, Annuity, "or Income for the Term of his or her Life shall not either "expressly or by Operation of Law in any Manner alien, charge, or "incumber the same Rent, Interest, Annuities, or Income, unless "expressly authorized so to do by my said Will, but if contrary to "my Intention any such Alienation, Charge, or Incumbrance shall "be made by all or any of the Devisees or Legatees (except my "said Wife as aforesaid), then that the Estate of the Tenant or "Tenants for Life, or Legatee or Legatees, making or occasioning "any such Alienation, Charge, or Incumbrance, and also the Capa-"bility of exercising any Power given by my said Will, shall imme-"diately cease and determine in the same Manner as if such Tenant "or Tenants for Life, Legatee or Legatees, were actually dead, and "the Rents, Issues, and Profits of the Estates given to the Tenant "or Tenants for Life making or occasioning any such Alienation, "Charge, or Incumbrance shall thenceforth be paid unto the Person "or Persons entitled to the same next in remainder if in existence "and of Age, or otherwise accumulate for the Benefit of such "Persons as shall be ultimately entitled to the same under the "Limitations contained in my said Will:"

And whereas the said *William Dunn Gardner* died shortly after the Date of the said Codicil, that is to say, in the Month of *November* 1831, without having revoked or altered his said recited Will, except so far as the same was altered by the said Codicil thereto, and without having revoked or altered such Codicil, leaving his said Wife *Jane Dunn Gardner* him surviving: And whereas at the respective Dates of the said Testator's Will and of the said Codicil thereto, and at the Time of the Death of the said Testator, *John Dunn Gardner* was the eldest Son of the said Testator's Daughter,

Sarah

Sarah Gardner Marchioness *Townshend*, and was the Person referred to in the said Will as commonly called Lord *John Townshend*, and *William Dunn Gardner* the younger was the Second Son of the said Testator's said Daughter, and was the Person referred to in the said Will as commonly called Lord *William Townshend*: And whereas the said Testator was buried on the 18th Day of *November* 1831 at *Chatteris* aforesaid, and his said Will and Codicil were on the 31st Day of *January* 1832 duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Jane Dunn Gardner*, the Widow of the said Testator, died in the Month of *March* 1839, and was buried on the 3rd Day of *April* 1839 at *Chatteris* aforesaid: And whereas the said Testator left him surviving the said *John Dunn Gardner* and *William Dunn Gardner* the younger, called in the said Will Lord *John Townshend* and Lord *William Townshend* respectively, who have adopted and now use the Surnames of *Dunn Gardner*, and are respectively known as *John Dunn Gardner* and *William Dunn Gardner*: And whereas under the said Will of the said Testator *William Dunn Gardner* the said *William Dunn Gardner* the younger is now in the actual Possession or Receipt of the Rents and Profits of the Manors and Hereditaments, the First Life Estate in which expectant upon the Death of the said Testator's Wife *Jane Dunn Gardner* was by the said Will devised to him, which said Manors and Hereditaments are herein-after referred to as the Settled Estates, and include the Leasehold Hereditaments respectively comprised in the said Indentures of the 25th Day of *April* 1826: And whereas the Testator's Daughter *Sarah Gardner* Marchioness *Townshend* died on the 11th Day of *September* 1858 intestate as to Real Estates: And whereas the said *Elizabeth Dunn*, the Widow of the Testator's Brother *John Dunn*, died in the Month of *January* 1847, and was buried on the 18th Day of that Month at *Fordham* aforesaid: And whereas the said *Caroline Dunn Rummell*, then *Caroline Dunn Maris* Spinster, on the 3rd Day of *June* 1845 intermarried with *William John Rummell* who died on the 22nd Day of *April* 1864, and the said *Caroline Dunn Rummell* is now the Widow of the said *William John Rummell*: And whereas the said *John Dunn Gardner* was only twice married, that is to say, first, on the 9th Day of *December* 1847 with *Mary Dunn Gardner*, then *Mary Lawson*, who died on the 13th Day of *April* 1851, and by whom he had Issue Two Children and no more, both of whom are now living, that is to say, *Mary Marianne Mariana Dunn Gardner* and *Arthur Andrew Cecil Dunn Gardner*, who are Infants under the Age of Twenty-one Years, and, secondly, on the 15th Day of *March* 1853 with *Ada Pigott* his present Wife, by whom he has Issue Two Children and no more, both of whom are now living, and are Infants under the Age of

Twenty-

Dunn Gardner's Estate Act, 1868.

Twenty-one Years, that is to say, *Algernon Charles Wyndham Dunn Gardner* and *Ada Marietta Dunn Gardner:* And whereas the said *William Dunn Gardner* the younger on the 26th Day of *October* 1865, he being then a Bachelor, intermarried with *Angelina Dunn Gardner*, then *Angelina Wainwright* Spinster:

Indenture dated 24th October 1865, creating Jointure Rentcharges.

And whereas by an Indenture dated the 24th Day of *October* 1865, and made in contemplation of the Marriage of the said *William Dunn Gardner* the younger and *Angelina Dunn Gardner*, between the said *William Dunn Gardner* the younger of the First Part, the said *Angelina Dunn Gardner*, then *Angelina Wainwright* Spinster, of the Second Part, and *James Wilson Rimington Wilson* and *John Wilson Rimington* of the Third Part, in consideration of the said intended Marriage, and pursuant to and by force and execution of the Power or Authority to the said *William Dunn Gardner*, Party thereto, by the said Will of the said *William Dunn Gardner* deceased given or limited, and of every other Power or Authority in anywise enabling him, he the said *William Dunn Gardner*, Party thereto, did grant, limit, and appoint to and to the Use of the said *Angelina Dunn Gardner*, in case the said Marriage should take effect and she should survive the said *William Dunn Gardner*, Party thereto, One annual Sum or yearly Rentcharge of Six hundred Pounds during the Life of the said *Angelina Dunn Gardner* if she should so long continue the Widow of the said *William Dunn Gardner*, Party thereto, and in case she should marry again after his Decease then and thenceforth during her Life One annual Sum or yearly Rentcharge of Two hundred Pounds, such annual Sums to be respectively issuing and payable out of and charged and chargeable upon all the Manors and Hereditaments by the said Will devised to the said *William Dunn Gardner*, Party thereto, during his Life as therein aforesaid (meaning thereby the Estates herein referred to as the Settled Estates), to have, hold, receive, and take the said annual Sums or yearly Rentscharge unto the said *Angelina Dunn Gardner* and her Assigns as to the said annual Sum of Six hundred Pounds from the Day of the Death of the said *William Dunn Gardner*, Party thereto, during her Life if she should so long continue his Widow; and as to the said annual Sum of Two hundred Pounds from the Day of her Marriage again (if that should happen) during the then Remainder of her Life, such annual Sums or yearly Rentscharge to be for her Jointure, and in full Satisfaction and Bar of Dower or Freebench which at Common Law or by Custom or otherwise she might have, claim, or demand in or out of all or any Lands or Hereditaments whatsoever of which he the said *William Dunn Gardner*, Party thereto, then was or should during the said intended Coverture be seised for an Estate of Inheritance or any

other Estate to which Dower or Freebench is incident, and to be payable out of the said Manors and Hereditaments in manner therein mentioned, and Powers of Distress and Entry were thereby given and limited to the said *Angelina Dunn Gardner* and her Assigns; and it was witnessed that for better securing the due Payment of the said annual Sums or yearly Rentscharge of Six hundred Pounds and Two hundred Pounds thereby limited and appointed unto the said *Angelina Dunn Gardner* and her Assigns; and pursuant to and by force and virtue and exercise of the Power or Authority to the said *William Dunn Gardner*, Party thereto, for that Purpose by the said Will of the said *William Dunn Gardner* deceased given or limited, and of every other Power or Authority him the said *William Dunn Gardner*, Party thereto, in anywise enabling, he the said *William Dunn Gardner*, Party thereto, did grant, limit, and appoint unto the said *James Wilson Rimington Wilson* and *John Wilson Rimington*, their Executors, Administrators, and Assigns, all and singular the Manors and Hereditaments therein-before charged with the Payment of the said annual Sums or yearly Rentscharge of Six hundred Pounds and Two hundred Pounds, or intended so to be, to have and to hold the said Manors and Hereditaments therein-before granted, limited, and appointed, or expressed or intended so to be, subject to the said annual Sums or yearly Rentscharge, and the Powers and Remedies therein-before limited for enforcing the Payment thereof when in arrear unto the said *James Wilson Rimington Wilson* and *John Wilson Rimington*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence and be computed from the Decease of the said *William Dunn Gardner*, Party thereto, and thenceforward next ensuing, and fully to be complete and without Impeachment of Waste, in trust to permit the Person or Persons entitled for the Time being to the said Manors and Hereditaments in Remainder or Reversion immediataly expectant upon the Determination of the said Term of One hundred Years to receive and take the Rents, Issues, and Profits of all and singular the same Hereditaments until Default should happen to be made in Payment of the annual Sum or yearly Rentcharge of Six hundred Pounds or Two hundred Pounds, whichever should be payable for the Time being, or some Part thereof, at the Times and in manner therein-before appointed for the Payment thereof; and that in case the said annual Sum or yearly Rentcharge of Six hundred Pounds or Two hundred Pounds (as the Case might be), or any Part thereof, should happen to be behind or unpaid by the Space of Forty Days next after any of the Days or Times whereon or whereat the same was therein-before directed to be paid, then and in such Case, and so often as the same

should happen, the said *James Wilson Rimington Wilson* and *John Wilson Rimington*, or the Survivor of them, or the Executors or Administrators of such Survivor, should from Time to Time by and out of the Rents, Issues, and Profits of the Hereditaments comprised in the said Term of One hundred Years, or by demising, mortgaging, or selling the same Premises, or any Part thereof, for all or any Part of the same Term, or by bringing Actions against the Tenants or Occupiers of the same Premises for Recovery of the Rents and Profits thereof, or by more than One or by all of the Ways and Means aforesaid, or by any other reasonable Ways or Means, levy and raise and pay the said annual Sum or yearly Rentcharge of Six hundred Pounds or Two hundred Pounds (as the Case might be), and all Arrears thereof which should be then due and unpaid, or which should afterwards during their or his Continuance in possession accrue of the same, and all Costs, Charges, Damages, and Expenses which the said *Angelina Wainwright*, her Executors, Administrators, or Assigns, or the said *James Wilson Rimington Wilson* and *John Wilson Rimington*, or either of them, their or either of their Executors, Administrators, or Assigns, or any of them, should be put unto by reason of the Nonpayment thereof, or in or about the Recovery or obtaining Payment thereof, or otherwise relating thereto, and should pay the Surplus (if any) of the Monies to be raised by the Ways or Means aforesaid to the Person or Persons next in Remainder or Reversion for the Time being immediately expectant upon the Determination of the said Term of One hundred Years according to the Limitations contained in the said Will; and it was thereby agreed and declared that, subject to the Trusts therein-before declared, the said *James Wilson Rimington Wilson* and *John Wilson Rimington*, or the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should from Time to Time permit and suffer the Rents, Issues, and Profits of the said Hereditaments comprised in the said Term of One hundred Years, or such Part or Parts thereof as for the Time being should not be wanted for the Purpose for which the same Term was thereby created, to be had, received, and taken by the Person or Persons who for the Time being under the Limitations aforesaid should be seised of or entitled to the same Premises in Reversion or Remainder expectant upon or subject to the same Term for his or their own Use or Benefit; and in the Indenture now in recital was contained a Proviso that when the Trusts therein-before declared of and concerning the said Term of One hundred Years should have been fully performed or satisfied, or have become unnecessary or incapable of taking effect, and the said *James Wilson Rimington Wilson* and *John Wilson Rimington*, and each of them, their and each of their Executors, Administrators, and Assigns, should

should have been fully reimbursed and satisfied all Costs, Charges, and Expenses (if any) to be occasioned by or relating to the Trusts thereby reposed in them as aforesaid, and which they were thereby authorized and empowered to levy and raise by all or any of the Ways or Means aforesaid, or by any other reasonable Ways and Means, and to retain accordingly, the said Term of One hundred Years should, subject and without Prejudice to any Disposition which should have been made of the Premises comprised therein, or any Part thereof, in pursuance of the Trusts aforesaid, absolutely cease and determine:

And whereas there has been Issue of the Marriage of the said *William Dunn Gardner* the younger and *Angelina Dunn Gardner* One Child only, that is to say, *Angela Dunn Gardner*, who is an Infant under the Age of Twenty-one Years: And whereas the said *Angela Dunn Gardner* is Tenant in Tail in Remainder of the Settled Estates, subject only to the said Annuity of One hundred and fifty Pounds by the said Codicil of the said Testator *William Dunn Gardner* bequeathed to the said *Caroline Dunn Rummell* to the aforesaid Estate of the said *William Dunn Gardner* the younger, and to the said annual Rentscharge of Six hundred Pounds and Two hundred Pounds, and the said Term of One hundred Years so as aforesaid limited to the said *James Wilson Rimington Wilson* and *John Wilson Rimington*, their Executors, Administrators, and Assigns, for securing the same: And whereas at the Date of the said Will and at the Time of the Death of the said Testator there were living Two such Daughters of the said Testator's Daughter, *Sarah Gardner* Marchioness *Townshend*, as in his said Will mentioned, and no more, that is to say, *Rosa Jane* and *Lavinia Charlotte Sarah*, then called or known respectively as *Rosa Jane Townshend* and *Lavinia Charlotte Sarah Townshend*, and no other such Daughter of the said Testator's said Daughter was born after the said Testator's Death: And whereas the said *Rosa Jane Townshend* on the 16th Day of *September* 1841 intermarried with and is now the Wife of *Charles Moore Mottram*: And whereas the said *Lavinia Charlotte Sarah Townshend* was on the 7th Day of *July* 1855 found a Lunatic by Inquisition, and the said *John Dunn Gardner* has been appointed and is now the Committee of the Estate of the said *Lavinia Charlotte Sarah Townshend*:

Order of Lords Justices, dated 16th April 1868.

And whereas by an Order of the Lords Justices of the Court of Appeal in Chancery made on the 16th Day of *April* 1868 in the Matter of the said *Lavinia Charlotte Sarah Townshend* upon the Application of the said *John Dunn Gardner*, the Committee of the Estate of the said *Lavinia Charlotte Sarah Townshend*, and upon hearing

hearing a Bill of Complaint filed the 15th Day of *April* 1868 in the Cause of *Gardner* v. *Gardner* and others read, it was ordered that the said *John Dunn Gardner* should be at liberty, as such Committee as aforesaid, to consent to a Decree as prayed by the said Bill, on Provision being made for the Costs of the said *Lavinia Charlotte Sarah Townshend* of the said Cause by the Parties to the said Cause, and Payment of the Costs of the said Application by the next Friend of the Plaintiff in the said Cause:

Decree dated 18th April 1868.

And whereas by a Decree or Decretal Order of the High Court of Chancery made by his Honour the Vice Chancellor Sir *Richard Malins* on the 18th Day of *April* 1868 in a Cause wherein the said *Angela Dunn Gardner* by *John Cole* her next Friend was Plaintiff, and the said *William Dunn Gardner* the younger, *Angelina Dunn Gardner*, *James Wilson Rimmington Wilson*, *John Wilson Rimington*, *Caroline Dunn Rummell*, *John Dunn Gardner*, *Mary Marianne Mariana Dunn Gardner*, *Arthur Andrew Cecil Dunn Gardner*, *Algernon Charles Wyndham Dunn Gardner*, *Ada Marietta Dunn Gardner*, *Charles Moore Mottram* and *Rosa Jane Mottram* his Wife, *Lavinia Charlotte Sarah Townshend*, and *Cecil Dunn Gardner*, and *James Jones* (Trustees of certain Monies held upon Trusts corresponding with the Limitations of the Settled Estates) were Defendants, it was declared that it would be fit and proper and for the Benefit of all Persons who then were or might thereafter become entitled to or interested in the Estates devised by the said Will of the Testator *William Dunn Gardner*, and therein referred to as the Settled Estates, that an Application should be made to Parliament for a Private Act of Parliament to enable the said *William Dunn Gardner* the younger, upon purchasing the Reversion of the Leasehold Estates respectively comprised in the said Indentures of Lease of the 25th Day of *April* 1826, to charge the Lands respectively comprised in the said Indentures, or any Part thereof, with the Payment to any Person advancing any Money paid for such Purchase, and for the Expenses incident to such Purchase, or for either of those Purposes, of the Money so advanced, with Interest thereon at a Rate not exceeding Five Pounds *per Centum per Annum*, and to convey or cause to be conveyed such Lands by way of Mortgage for securing such Payment in manner provided by the Thirty-fifth Section of the Act of Parliament passed in the Session holden in the Twenty-third and Twenty-fourth Years of the Reign of Her present Majesty, intituled *An Act further to amend the Acts relating to the Ecclesiastical Commissioners and the Act concerning the Management of Episcopal and Capitular Estates in* England, with Clauses providing that such Charge and Conveyance by way of

Mortgage should not operate as an Alienation Charge or Incumbrance within the Meaning of the Proviso and Declaration against Alienation contained in the Codicil to the said Will, or occasion a Forfeiture or Cesser of the Estate or Interest of the said *William Dunn Gardner* the younger under the said Will of the said Testator *William Dunn Gardner*, or deprive the said *William Dunn Gardner* the younger of the Capability of exercising any Power given by the said Will, and that notwithstanding such Charge or Conveyance by way of Mortgage the said *William Dunn Gardner* the younger should continue to enjoy the Rents, Issues, and Profits of the Estates devised to him for Life by the said Will, and every other Estate, and the Capability of exercising every Power given to him by the said Will, in as full, ample, and beneficial a Manner as if the said Proviso and Declaration against Alienation had not been contained in the said Codicil; and it was ordered that the said *William Dunn Gardner* the younger as the Person who, under and by virtue of the said Will, was in the actual Possession or Receipt of the Rents and Profits of the said Estates, should be authorized on behalf of all Persons entitled to or interested in the Settled Estates to make an Application to Parliament for an Act to carry into effect the Purposes aforesaid, and that the Bill for effecting such Purposes should be settled by the Judge, and that the Defendant *John Dunn Gardner*, as Committee of the Estate and Effects of the Defendant *Lavinia Charlotte Sarah Townshend*, should be at liberty to assent to such Act on the Part of the said Defendant *Lavinia Charlotte Sarah Townshend:* And whereas the Estates referred to in the said Bill and Decree or Decretal Order as the Settled Estates are the Hereditaments in this Act referred to as the Settled Estates:

Chief Clerk's Certificate, 1st May 1868.

And whereas the Chief Clerk of the said Vice Chancellor, by his Certificate dated the 1st Day of *May* 1868, certified that pursuant to the said Decree or Decretal Order of the 18th Day of *April* 1868 the Draft of a Bill to be submitted to Parliament for an Act to be entitled *An Act to enable* William Dunn Gardner *Esquire, upon purchasing the Reversion of certain Leasehold Estates devised by the Will of* William Dunn Gardner *deceased, to charge the said Estates with the Purchase Money and Expenses, and to convey or cause to be conveyed the same Estates by way of Mortgage to secure the Payment of the said Purchase Money and Expenses incident to such Purchase, without incurring a Forfeiture of his Estate and Interest under the same Will, and for other Purposes*, had been settled and approved by the Judge, and was identified by his (the Chief Clerk's) Signature in the Margin thereof, and that the several Instruments, Statements, Facts, and Events recited in the Preamble

of

of such Draft Bill before the Recital of the said Certificate had been proved in the said Cause, and the said Certificate was afterwards approved by the said Vice Chancellor, and was filed and became absolute:

Now, therefore, Your Majesty's most dutiful and loyal Subject *William Dunn Gardner* the younger doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Title of Act.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Dunn Gardner's* Estate Act, 1868."

Power to William Dunn Gardner to charge and convey by way of Mortgage Lands whereof Reversion may be purchased from Ecclesiastical Commissioners.

2. Notwithstanding the Proviso and Declaration against Alienation in the said Codicil of the said Testator *William Dunn Gardner* contained, it shall be lawful for the said *William Dunn Gardner* the younger, whilst in the actual Possession or Receipt of the Rents and Profits of the Lands comprised in the said Indentures of Lease of the 25th Day of *April* 1826 respectively, upon purchasing the Reversion of such Lands or any of them, to charge the Lands whereof the Reversion shall be so purchased, or any Part thereof, exclusively of the Residue thereof, with the Payment to any Person advancing any Money paid for such Purchase, and for the Expenses incident to such Purchase, or for either of those Purposes, of the Money so advanced, with Interest thereon at a Rate not exceeding Five Pounds *per Centum per Annum*, and to convey or cause to be conveyed such Lands by way of Mortgage for securing such Payment accordingly.

And such Charge shall be effectual, notwithstanding the said Proviso and Declaration against Alienation, as well on the subsisting Terms or Estates under the aforesaid Indentures of Lease as on the Reversion or Interest acquired by such Purchase, and not only against the said *William Dunn Gardner* the younger, but also against all Persons claiming any Estate or Interest in the same Lands through or under the said Will of the said Testator *William Dunn Gardner*, but not so as to prejudice any prior Charge or Incumbrance, Underlease, or Tenancy affecting such Lands, and subject and without Prejudice to such Charge and Conveyance by way of Mortgage so made as aforesaid the Interest acquired by such Purchase shall be subject in Equity as is provided by Section 3 of the Act of the 14th and 15th Years of Her Majesty, c. 104, concerning the Interests in Land acquired by any Lessee under that Act.

Charge and Conveyance by way of Mortgage not to operate so as to cause a Forfeiture of his Estate.

3. No Charge or Conveyance by way of Mortgage to be made in pursuance of the last preceding Section shall operate as an Alienation Charge or Incumbrance within the Meaning of the Proviso and Declaration against Alienation contained in the said Codicil of the said Testator *William Dunn Gardner*, or occasion a Forfeiture or Cesser of the Estate or Interest of the said *William Dunn Gardner* the younger, or deprive him of the Capability of exercising any Power given by the said Will, but notwithstanding any such Charge or Conveyance by way of Mortgage the said *William Dunn Gardner* the younger shall continue to enjoy the Rents, Issues, and Profits of the Settled Estates and every other Estate, and the Capability of exercising every Power given to him by the said Will, in as full, ample, and beneficial a Manner as if the said Proviso and Declaration against Alienation had been by the said Codicil declared not to extend to such Charge or Conveyance: Provided always, that, except as by this Act expressly enacted, nothing contained in this Act, or in any Charge or Conveyance to be made in pursuance thereof, shall prejudice or affect the said Proviso and Declaration against Alienation contained in the said Codicil.

Power to Guardian of Infants who may become entitled to Rents and Profits to carry out incomplete Contracts entered into by William Dunn Gardner, Esq.

4. In case such Charge and Conveyance by way of Mortgage as is hereby authorized to be made by the said *William Dunn Gardner* the younger shall not be carried into effect whilst the said *William Dunn Gardner* the younger is in the actual Possession or Receipt of the Rents and Profits of the Lands comprised in the said Indentures of Lease of the 25th Day of *April* 1826 respectively, it shall be lawful for the Guardian and Guardians of any Infant or Infants who may for the Time being be entitled to the actual Possession or Receipt of the Rents and Profits of the said Lands in the Name and on behalf of the said Infant or Infants, and of all other Persons entitled to or interested in the Settled Estates, to adopt and carry into effect any Agreement entered into by the said *William Dunn Gardner* the younger whilst in such actual Possession or Receipt of Rents and Profits as aforesaid for the Purchase of the Reversion of the Lands comprised in the said Indentures of Lease of the 25th Day of *April* 1826 respectively, or any of them, and for that Purpose to make or cause to be made in the Name and on behalf of such Infant or Infants, and of all other Persons entitled to or interested in the Settled Estates, such Charge and Conveyance by way of Mortgage as the said *William Dunn Gardner* the younger is hereby entitled to make or cause to be made whilst in such actual Possession or Receipt of Rents and Profits as aforesaid; and the Charge and Conveyance by way of Mortgage to be made by such Guardian or Guardians shall have the same Force and Effect as if the same had been made in pursuance of this Act by the said *William*

Dunn Gardner's Estate Act, 1868.

William Dunn Gardner the younger whilst in such actual Possession or Receipt of Rents and Profits as aforesaid.

General Saving.

5. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *William Dunn Gardner* the younger and his Assigns, and the said *John Carrington Dunn*, the Trustee for preserving contingent Remainders named in the said Will, and his Heirs, and the First, Second, and other Sons of the Body of the said *William Dunn Gardner* the younger and the Heirs Male of their respective Bodies, and the said *Angela Dunn Gardner* and the Heirs of her Body, and all other the Daughters of the said *William Dunn Gardner* the younger and the Heirs of their respective Bodies, and the said *John Dunn Gardner* and his Assigns, and the said *Arthur Andrew Cecil Dunn Gardner* and the Heirs Male of his Body, and the said *Algernon Charles Wyndham Dunn Gardner* and the Heirs Male of his Body, and all other the Sons of the said *John Dunn Gardner* and the Heirs Male of their respective Bodies, and the said *Mary Marianne Mariana Dunn Gardner* and the Heirs of her Body, and the said *Ada Marietta Dunn Gardner* and the Heirs of her Body, and all other the Daughters of the said *John Dunn Gardner* and the Heirs of their respective Bodies, and the said *Rosa Jane Mottram* and the Heirs of her Body, and the said *Charles Moore Mottram* and his Assigns, and the said *Lavinia Charlotte Sarah Townshend* and the Heirs of her Body, and the said *Angelina Dunn Gardner* and her Assigns, and the said *James Wilson Rimington Wilson* and *John Wilson Rimington* as Trustees of the said Indenture of the 24th Day of *October* 1865, and all other the Trustees of the said Indenture, and the said *Caroline Dunn Rummell* and her Assigns, and all other Persons claiming under or by virtue of the said Will and Codicil of the said Testator *William Dunn Gardner*, or any of the Uses, Trusts, or Limitations therein contained, or otherwise howsoever in respect or on account thereof, and the right Heirs of the said Testator *William Dunn Gardner*,) all such Estates, Rights, Titles, and Interests of, in, to, or out of the Settled Estates, or any Part thereof, as they, every or any of them, had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

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

6. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized

authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1868.