ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. 8.

An Act for enabling Sales, Exchanges, and Leases of the Family Estates of *Robert Westley Hall Dare* Esquire, and for other Purposes.

[4th *August* 1853.]

Will of J. H. Dare, dated 30th March 1804.

WHEREAS *John Hopkins Dare*, late of *Vallence* in the County of *Essex*, Esquire, deceased, by his last Will and Testament in Writing, bearing Date the Thirtieth Day of *March* One thousand eight hundred and four (duly executed and attested as then by Law required for the Devise of Freehold Estates), after certain pecuniary Bequests therein contained in favour of, amongst others, his Mother *Elizabeth Grafton*, and her Husband *John Marmaduke Grafton*, and his the said Testator's Half-sister, therein called his Sister *Elizabeth Grafton* (now *Elizabeth Grafton Hall Dare* Widow, herein-after named), and after thereby directing Payment of his just Debts, Funeral and Testamentary Expenses, and Legacies, he the said Testator thereby devised all and singular his Freehold and Copyhold Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, whereof and whereto he was then seised or entitled in possession, reversion, or remainder, with their Appurtenances, unto and to the Use of Trustees therein named, their Heirs and Assigns, for ever, upon trust to raise by

Sale or Mortgage of some competent Part thereof such Sums of Money as they should think expedient in aid of his Personal Estate not specifically bequeathed, for the Payment and Discharge of his said Debts, and Funeral and Testamentary Expenses, and Legacies, and to apply such Monies in Payment thereof accordingly,' and after raising such Money upon trust forthwith to convey and settle all such of his said Freehold and Copyhold Manors, Messuages, Lands, Tenements, and Hereditaments as should not have been sold for the Purposes aforesaid, with the Appurtenances, (subject nevertheless to such Mortgage or Mortgages as might have been made thereof under the Trusts aforesaid,) to the Use of the said Trustees, or such others as therein mentioned, and their Heirs, during the natural Lives of his the said Testator's said Mother *Elizabeth Grafton*, therein described as of *Hare Lodge* in the said County of *Essex*, since deceased, and of his said Half-sister *Elizabeth Grafton*, now *Elizabeth Grafton Hall Dare* (therein called his Sister as aforesaid), Daughter of his said Mother *Elizabeth Grafton* by her said then Husband, and the natural Life of the Survivor of them, with Power to fell Timber for Repairs, but not otherwise, upon trust to support the contingent Remainders to be limited in such Settlement, and to apply the Rents and Profits of the said Hereditaments in manner therein-after directed, and being Trusts subsequently thereby declared for the Benefit of the said Testator's said Mother and Sister successively for their respective Lives, for their separate Use as therein mentioned, subject to keeping the devised Estates in repair and Payment of other usual Outgoings; and from and immediately after the Determination of that Estate, to the Use of the First, Second, and all and every other the Son and Sons of the said Testator's said Sister, the said *Elizabeth Grafton Hall Dare*, lawfully to be begotten, severally, successively, and in remainder one after another, as they should be in Seniority of Age and Priority of Birth, and of the Heirs Male of their respective Bodies lawfully issuing, with like Remainder to such future and other Sons successively in Tail General, with divers Remainders over; and with a Proviso or Condition contained in the said Will imposing on Devisees and the Husbands of Females after the Deceases of the said Testator's said Mother and Sister the Obligation of taking the Name and Arms of *Dare*, and with a Power of leasing to the Trustees during the Lives of the said Testator's said Mother and Sister, and other Provisions relative to the Management of the said devised Estates:

Codicil to Will, dated 30th March 1804.

And whereas the said Testator *John Hopkins Dare* made and executed a Codicil to his said Will, which bears even Date therewith, and was duly executed and attested in manner aforesaid, whereby he gave unto *Ann Sarah Howard* since deceased, therein and hereinafter mentioned, an Annuity or yearly Rentcharge of Five hundred Pounds for her Life, charged on his Freehold Estates, except such Parts thereof as should be sold under the said Trusts declared in his said

Will

Will for the Payment of his Debts, Funeral and Testamentary Expenses, and Legacies, and payable as therein mentioned; and in case the said Testator should have a Child by the said *Ann Sarah Howard* who should be living at the Time of his the said Testator's Decease or born within due Time afterwards, he the said Testator thereby gave an Annuity or yearly Rentcharge of Three hundred Pounds to such Child for the Life of such Child, and which he thereby charged in like Manner as the said first-mentioned Annuity on his said Freehold Estates, except as aforesaid; and the said Testator thereby ratified and confirmed his said Will in all other respects: And whereas the said Testator *John Hopkins Dare* departed this Life in the Year One thousand eight hundred and five, without altering or revoking his said Will save so far as the same is altered in manner aforesaid by his said Codicil, and without altering or revoking his said Codicil; and his said Will and Codicil were, on the Twenty-first Day of *February* One thousand eight hundred and five, duly proved by the Executors thereof in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Elizabeth Grafton*, the Mother of the said Testator *John Hopkins Dare*, in his said Will named, was afterwards *Elizabeth Grafton Dare*, her said then Husband *John Marmaduke Grafton* having taken the Surname and Arms of *Dare*, and she departed this Life in the Year One thousand eight hundred and twenty-three: And whereas the said *Elizabeth Grafton*, the said Half-sister of the said Testator, in his said Will named and therein described as his Sister, and who also used the said Surname of *Dare*, afterwards intermarried with and became the Wife and is now the Widow of *Robert Westley Hall Dare* Esquire, deceased, formerly *Robert Westley Hall* the younger, who also duly assumed and took the Name and Arms of *Dare*, and the said *Elizabeth Grafton* is now accordingly the said *Elizabeth Grafton Hall Dare* Widow, the Mother of the present *Robert Westley Hall Dare* Esquire, herein-after named: And whereas the said *Ann Sarah Howard*, the Annuitant named in the said Codicil to the said Will of the said Testator *John Hopkins Dare*, afterwards intermarried with and became the Wife of *Theophilus Merac*, and is long since dead: And whereas the said first-named *Robert Westley Hall Dare*, then of *Cranbrook* in the said County of *Essex*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Twenty-fifth of *January* One thousand eight hundred and thirty-six, duly executed and attested in manner aforesaid, and thereby gave certain Legacies and Bequests to, amongst others, his said Wife *Elizabeth Grafton Hall Dare*, and his eldest Son the present *Robert Westley Hall Dare*, and his Second Son *Henry Hall Dare*, and amongst other things thereby gave to his the said Testator's said Son *Henry Hall Dare*, in case he should live to attain the Age of Twenty-one Years, the Sum of Six thousand Pounds, in addition to the other Benefits to him by that Will, but without Interest for

Will and Codicil proved 21st February 1805.

Will of R. W. H. Dare, dated 25th January 1836.

for the same in the meantime; and after certain other Dispositions therein mentioned, not affecting his Real Estates, the said Testator thereby gave and devised all his Freehold Messuages or Tenements, Farms, Lands, Hereditaments, and Premises whatsoever situate at *Wennington* in the said County of *Essex*, subject to the Payment, in Exoneration of his Personal Estate, of the Sum of Twelve thousand Pounds charged thereon by an Indenture of Demise bearing Date the Twenty-fourth Day of *July* One thousand eight hundred and thirty-four, and made between the said Testator of the one part, and *Thomas Harper King*, *William King*, *Gordon William Francis Gregor*, and *James Marmaduke Rosseter*, therein respectively described of the other part, and also all his the said Testator's Freehold Estate called "*Fitzwalters*" in the several Parishes of *Shenfield*, *Mountnessing*, and *Dodinghurst* in the said County, with their respective Rights, Members, and Appurtenances, subject to and charged with the Payment of so much or such Parts of the Annuities under the Will and Codicils therein mentioned of his late Father *Robert Westley Hall* as the net annual Proceeds of the Estate called "*Maria's Pleasure*" therein and herein-after mentioned, should happen to be insufficient to pay, and also charged in Exoneration of his Personal Estate with all his Bond and other Specialty Debts, and the said Legacy of Six thousand Pounds thereby given to his said Son *Henry Hall Dare*, unto a certain Person therein named, and his Heirs, to the Use of the same Testator's said Son, the said present *Robert Westley Hall Dare* and his Assigns during his Life, without Impeachment of Waste, and from and immediately after his Decease to the Use of the First and every other Son of his the said Testator's said Son *Robert Westley Hall Dare*, severally, successively, and in remainder one after another, according to Seniority of Age and Priority of Birth, in Tail General; and, in default of such Issue, to the Use of his the said Testator's said Son *Henry Hall Dare* and his Assigns during his Life, without Impeachment of Waste; and from and immediately after his Decease to the Use of the First and every other Son of his the said Testator's said Son *Henry Hall Dare*, severally, successively, and in remainder, according to Seniority of Age and Priority of Birth, in Tail General; and, in default of such Issue, to the Use of his the said Testator's Son *Francis Marmaduke Hall Dare* and his Assigns during his Life, without Impeachment of Waste; and after his Decease to the Use of the First and every other Son of his said Son *Francis Marmaduke Hall Dare*, severally and successively, according to Seniority of Age and Priority of Birth, in Tail General; and, in default of such Issue, to the Use of all and every other Sons or Son of his the said Testator's Body who should thereafter be born, severally, successively, and in remainder, one after another, according to Seniority of Age and Priority of Birth, in Tail Male; and, in default of such Issue, to the Use of his the said Testator's Daughter *Mary Elizabeth Hall Dare*

Dare and her Assigns during her Life, without Impeachment of Waste; and from and immediately after her Decease to the Use of the First and every other Son of his said Daughter *Mary Elizabeth Hall Dare* successively, according to Seniority of Age and Priority of Birth, in Tail General; and, in default of such Issue, to the Use of his the said Testator's Daughter *Emma Burton Hall Dare* and her Assigns during her Life, without Impeachment of Waste; and from and immediately after her Decease to the Use of the First and every other Son of his said Daughter *Emma Burton Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of his the said Testator's Daughter *Agnes Hall Dare* and her Assigns during her Life, without Impeachment of Waste; and from and immediately after her Decease to the Use of the First and every other Son of his said Daughter *Agnes Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of his the said Testator's Daughter *Elizabeth Catherine Hall Dare* and her Assigns during her Life, without Impeachment of Waste; and from and immediately after her Decease to the Use of the First and every other Son of his said Daughter *Elizabeth Catherine Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of all and every other the Daughters or Daughter of his the said Testator's Body who should thereafter be born, severally, successively, and in remainder one after another, according to Seniority of Age, in Tail Male; and, in default of such Issue, to the Use of the First and every other Daughter of his said Son *Robert Westley Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of the First and every other Daughter of his the said Testator's said Son *Henry Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of the First and every other Daughter of his the said Testator's said Son *Francis Marmaduke Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of all and every other Sons or Son of his the said Testator's Body who should thereafter be born, severally, successively, and in remainder one after another, according to Seniority of Age, in Tail General; and, in default of such Issue, to the Use of the First and every other Daughter of his the said Testator's said Daughter *Mary Elizabeth Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of the First and every other Daughter of his the said Testator's said Daughter *Emma Burton Hall Dare* severally, successively, in Tail General; and, in default of such Issue, to the Use of the First and every other Daughter of his the said Testator's said Daughter *Agnes Hall Dare* severally, successively, in Tail General; and, in default of such Issue, to the Use of the First and every other Daughter of his said Daughter *Elizabeth Catherine Hall Dare* successively, in Tail General; and, in default of such Issue, to the Use of all and every other Daughters or Daughter of his the said Testator's

Body who should thereafter be born, severally, successively, and in remainder one after another, according to Seniority of Age, in Tail General; and, in default of such Issue, to the Use of his the said Testator's own right Heirs for ever, and with a Provision and Condition imposing on Parties the Obligation of using the Name and Arms of *Dare*; and the said Testator thereby devised all his Copyhold Messuages or Tenements, Lands and Hereditaments, in the said several Parishes of *Shenfield*, *Mountnessing*, and *Dodinghurst*, or either of them, to such and the same Uses, and to and for such and the same Ends, Intents, and Purposes, as were therein-before expressed and declared of and concerning his said *Fitzwalters* Estate, or as near thereto as the Nature of the Copyhold Tenure and the Rules of Law and Equity would admit; and the said Testator thereby devised all his Copyhold Messuages or Tenements, Lands and Hereditaments whatsoever situate at *Theydon Bois* in the County of *Essex* which were purchased by him as therein mentioned, and then in the Occupation of the Tenants thereof therein mentioned, with the Appurtenances, unto and to the Use of his said Wife the said *Elizabeth Grafton Hall Dare* and her Assigns, during her natural Life, without Impeachment of Waste; and after her Decease to such and the same Uses, and subject to such Limitations over as therein-before limited, expressed, and declared of and concerning his the said Testator's said *Fitzwalters* Estate therein-before devised or intended so to be, or as near thereto as at the Time of the Death of his said Wife the Nature of the said Copyhold Tenure and the Rules of Law and Equity would admit of; and the said Will contained a general Devise to Trustees therein named, during the Lives of Tenants for Life whose Estates should determine by Forfeiture or otherwise in their Lifetime, in trust to preserve the Contingent Remainders thereby limited; and the Testator did thereby declare that it should be lawful for each of his said Sons to appoint to any Woman with whom he might intermarry for her Jointure any yearly Rentcharges issuing out of and charged upon all or any Part of the Hereditaments to which such Son should for the Time being be entitled under that his Will, either in possession or remainder, not exceeding in the whole One Fourth Part of the annual Rent of the Hereditaments so authorized to be charged, free from Taxes, with usual Powers and Remedies for recovering Payment thereof by Distress and Entry and Perception of Rents and Profits, and also to limit and appoint the same Hereditaments unto any Persons for any Term of Years for such Trusts for better securing the due Payment of such yearly Rentcharges as to the Son for the Time being making such Appointment should seem meet; and the said Testator did thereby direct that it should be lawful for each of his said Sons and Daughters, when beneficially entitled in possession to the Receipt of the Rents and Profits of any of the Freehold or Copyhold Hereditaments therein-before devised, if such Son or Daughter

Daughter should be of full Age, but if not then for his or her Guardian or Guardians for the Time being during his or her Minority, from Time to Time to demise or lease all or any Part or Parts of the same Freehold or Copyhold Hereditaments, with the Appurtenances, to any Persons for any Term of Years not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest (but so as not to create any Forfeiture of the said Copyhold Hereditaments), at the most improved yearly Rents, to go along with the immediate Reversion of the Premises so to be leased, to be reasonably obtained for the same, without taking any Fine, Premium, or Foregift for the making thereof, and also to demise or lease all or any Part or Parts of the same Freehold and Copyhold Hereditaments, with the Appurtenances, for the Purpose of building, improving, or repairing, to any Persons for any Term of Years not exceeding Ninety-nine Years, in possession, and not in reversion or by way of future Interest, but so as not to create any Forfeiture of the said Copyhold Hereditaments, at the best yearly Rents, to go along with the immediate Reversion of the Premises so to be leased, to be reasonably obtained for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so that in every such Lease there should be contained a Condition of Re-entry on Non-payment of the Rent or Rents thereby reserved by the Space of Twenty-one Days next after the same should become due and payable, and so that the Lessee or respective Lessees should seal and deliver the same or a Counterpart thereof, and should not be by any Clause or Words therein contained authorized to commit or exempted from Punishment for committing Waste, save so far as might be deemed necessary in the Case of Leases or Demises for building, improving, or repairing, and so that the Lessee or respective Lessees, in case of the Demises or Leases for the Purpose of building, improving, or repairing, should likewise enter into Covenants for building, improving, or repairing, and such other Covenants as the Person or Persons granting such Leases respectively might deem necessary or expedient for the respective Purposes aforesaid; and the Testator did thereby direct that so soon as conveniently might be after either of his said Sons or his Issue should have attained the Age of Twenty-one Years, and have become entitled to an Estate Tail or any larger Estate in possession of and in the Hereditaments devised by the said herein-before recited Will of their late Maternal Uncle the said Testator *John Hopkins Dare*, and to an Estate for Life in possession or other larger Estate of and in his the said Testator *Robert Westley Hall Dare*'s *Wennington* and *Fitzwalters* Estates, he should well and effectually convey, limit, and assure all and singular the Hereditaments and Premises to which he should so have become entitled under the Will of the said *John Hopkins Dare* (except a certain Piece of Land therein mentioned and described, within the Manor of *Theydon Bois*,

and

and which is also excepted out of the Settlement next herein-after set forth, and which he had thereby otherwise disposed of), to such and the same Uses as were therein-before in the said now stating Will declared of and concerning his said *Fitzwalters* Estate, or as near thereto as the Deaths of Parties and other Circumstances would admit, and with ulterior Provisions and Dispositions therein contained in case any or either of the said Testator's said Sons or his Issue should refuse or neglect so to do as therein mentioned; and the said Testator thereby charged his said *Wennington* and *Fitzwalters* Estates with an Annuity of Fifty Pounds to *Catherine Henderson*, since deceased, for her Life: And whereas the said Testator *Robert Westley Hall Dare* afterwards departed this Life in the Year One thousand eight hundred and thirty-six without revoking or altering his said Will as to the Dispositions thereof herein set forth; and his said Will and certain Codicils thereto (not so attested as validly to dispose of Freehold Estates and not affecting the Matters in question) were proved on the Fourteenth Day of *June* One thousand eight hundred and thirty-six in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Testator *Robert Westley Hall Dare*'s said late Father in his said Will named, and with the Annuities under whose Will and Codicils he the said *Robert Westley Hall Dare* by his said Will charged his Estates in manner aforesaid, was *Robert Westley Hall*, late of *Ilford Lodge* in the County of *Essex*, Esquire, deceased; and the said Will of the said *Robert Westley Hall* bears Date the Nineteenth Day of *November* One thousand eight hundred and thirty-three, with Two Codicils thereto, dated respectively the Eighteenth and Twenty-seventh Days of *March* One thousand eight hundred and thirty-four, and such Annuities were all Life Annuities only, and all the said Annuities are since determined, except Three, *videlicet*, Annuities to Mistress *Scheepen*, to *Patroclus Phillippus Luyken*, and to *Elizabeth Luyken*, respectively therein named, which amount altogether only to Two hundred Pounds Sterling *per Annum*, and are yet subsisting and charged under the said Will of the said *Robert Westley Hall Dare* upon his said Real Estates thereby devised in manner stated: And whereas the said Testator *Robert Westley Hall Dare* left the said *Elizabeth Grafton Hall Dare* his Widow, and the said *Robert Westley Hall Dare* his First and eldest Son, and his the said Testator's other Sons and Daughters named in his said Will and herein-after mentioned, and One other Child named *Arthur Charles*, his only Children him surviving: And whereas the said *Arthur Charles Hall Dare* died in the Year One thousand eight hundred and thirty-nine in Infancy, and all the last-mentioned Testator's said other surviving Children are yet living: And whereas the said present *Robert Westley Hall Dare* is the eldest Son of his said Mother's said Marriage, and as such became entitled under the Will of the said Testator *John Hopkins Dare* to an equitable Estate in Tail in the

Will proved 14th June 1836.

Hereditaments

Hall Dare's Estate Act, 1853.

Hereditaments and Premises devised by or subject to the Limitations or Dispositions of the said Will of that Testator in remainder expectant, upon and subject only to the equitable Life Estate therein of the said *Elizabeth Grafton Hall Dare* his said Mother: And whereas the said *Robert Westley Hall Dare* the Son, with the Consent and Concurrence of his said Mother as Protector, by Indenture bearing Date the Twenty-third Day of *April* One thousand eight hundred and thirty-eight, and made between the same *Robert Westley Hall Dare*, of the First Part, the said *Elizabeth Grafton Hall Dare* Widow of the Second Part, and *Thomas Hilton Bothamley* Gentleman, of the Third Part, and duly enrolled in the High Court of Chancery and in the Courts of the Manors whereof the Copyhold Hereditaments of the said Testator *John Hopkins Dare* were and are holden, and by force of the Act of Parliament in that Behalf, duly barred his said Estate Tail and the Remainders thereon expectant; and he thereby acquired an absolute Estate in Fee Simple of and in all the Freehold and Copyhold Hereditaments devised by or subject to the Limitations or Dispositions of the said Will of the said Testator *John Hopkins Dare*, subject to the aforesaid Annuity or Rentcharge under the said Codicil thereto (if a valid Annuity), and to the said *Elizabeth Grafton Hall Dare*'s said equitable Estate for Life therein; and the said several devised Estates of the said Testator *John Hopkins Dare* were by the said now stating Deed, subject to such Rentcharge and equitable Estate for Life, limited to and vested in the said present *Robert Westley Hall Dare* Esquire in Fee Simple accordingly: And whereas in corroboration of such Deed the said devised Copyhold Estates of the said Testator *John Hopkins Dare* were also duly surrendered by the said *Robert Westley Hall Dare* (with the Consent and Concurrence of his said Mother as Protector) for the like Purpose of barring the said Estate Tail and Remainders thereon expectant, and vesting the Fee Simple therein in the said *Robert Westley Hall Dare*, subject to the said Estate for Life and to the said Annuity or Rentcharge, if valid: And whereas, under and by virtue of certain Indentures of Lease and Release bearing Date the Third and Fourth Days of *May* in the Year of our Lord One thousand eight hundred and thirty-eight, the Release made between *Joseph Burrell* Esquire, therein described as and being the surviving Trustee named in the said Will of the said First Testator *John Hopkins Dare*, of the First Part, *Thomas Harper King* Esquire, *Gordon William Francis Gregor* Esquire, and *John Scrafton Thompson* Esquire (described as new Trustees appointed of the said Will of the said Testator *John Hopkins Dare*), of the Second Part, the said *Elizabeth Grafton Hall Dare* (described as Tenant for Life under the said Will) of the Third Part, and the said present *Robert Westley Hall Dare* Esquire of the Fourth Part, the legal Estate in Fee of and in all the Freehold Hereditaments devised by or subjected to the Limitations or Dispositions

Disentailing Deed by R. W. H. Dare, dated 23d April 1838.

Indentures dated 3d and 4th May 1838.

of the said Will of the said Testator *John Hopkins Dare* was conveyed unto the said present *Robert Westley Hall Dare* Esquire, his Heirs and Assigns, subject nevertheless to and charged and chargeable with the Payment of the said Annuity under the said Codicil to the said Will of the said *John Hopkins Dare* to the said *Ann Sarah Davis* for her Life and to the several Uses following; (that is to say,) to the Use of the said new Trustees and their Heirs for and during the natural Life of the said *Elizabeth Grafton Hall Dare*, with such Power of leasing as therein also contained; and also with full Power to fell Timber for Repairs, but not otherwise, in Trust nevertheless for the said *Elizabeth Grafton Hall Dare* and her Assigns during her Life as aforesaid, with Remainder from and after her Decease, and subject in the meantime to the said Estate for her Life as aforesaid, to the Use of the said present *Robert Westley Hall Dare*, his Heirs and Assigns; and in the said now stating Indenture of Release is contained a Power for the Trustees to lease the said Freehold Hereditaments during the Life of the said *Elizabeth Grafton Hall Dare*, being the same as or similar to the Power in that Behalf contained in the said Will of the said Testator *John Hopkins Dare*, and a Provision also for the Appointment by the said *Elizabeth Grafton Hall Dare* of new Trustees of her said Life Estate, as therein mentioned: And whereas contemporaneously with the last-mentioned Conveyance the legal Estate in Fee in the Copyhold Hereditaments devised by or subject to the Trusts or Dispositions of the said Will of the said Testator *John Hopkins Dare* was also duly surrendered to the like Uses, and subject to the like Powers, as the legal Estate in the said Freehold Hereditaments was so conveyed: And whereas by the Deed of Settlement next herein-after set forth it appears and the Fact is that the aforesaid several Dispositions of the said Freehold and Copyhold Hereditaments of the said Testator *John Hopkins Dare* and the legal Estate therein respectively were respectively made and effected for the Purpose and with the View and Intention of the same being settled in compliance with and in performance of the Direction and Conditions contained in the said Will of the said Testator *Robert Westley Hall Dare* in that Behalf: And whereas by the said Deed of Release by which such legal Estate in the said Freehold Estates was conveyed as aforesaid it appears and is recited that some Parts of the Copyhold Estate of the said Testator *John Hopkins Dare* were sold under his said Will, but that no Part of the Freehold Estates devised by that his Will had been sold or was requisite to be sold under or for the Purposes of such Will, but that the Sale of certain Freehold Estates sold by the said Testator in his Lifetime was carried into Effect after his Decease; and that the only Charges then subsisting on the said devised Estates were the said Estate for Life of the said *Elizabeth Grafton Hall Dare* and the said Rentcharge (*videlicet*, the said now supposed invalid Rentcharge

of

of Three hundred Pounds for Life to such Child as before-mentioned, now *Ann Sarah Davis*): And whereas by Indentures of Lease and Release bearing Date the Second and Third Days of *July* One thousand eight hundred and thirty-eight, and made between the said *Robert Westley Hall Dare* (eldest Son and Heir-at-Law, and also Devisee under the said Will of the said Testator *Robert Westley Hall Dare* Esquire, deceased,) of the One Part, and *Thomas Hilton Bothamley* Gentleman of the other Part, reciting in the Indenture of Release that the said *Robert Westley Hall Dare* was then desirous of settling all the Freehold and Copyhold Hereditaments derived by him directly or indirectly under the said Will of the said First Testator *John Hopkins Dare* to the Uses and in manner expressed and directed in and by the said Will of the said Testator *Robert Westley Hall Dare* concerning the Hereditaments devised by the said Will of the said *John Hopkins Dare*, he being desirous that all the Freehold and Copyhold Hereditaments therein-after mentioned and conveyed and covenanted to be surrendered should be so settled, whether the whole of such Hereditaments did or not in Strictness fall within the Terms of the Will of his said Father, and that the Schedule thereto was intended to contain a correct general Description of all the several Freehold and Copyhold Hereditaments devised by or derived from or by any Means whatsoever subjected to the Trusts, Limitations, or Dispositions of the said Will of the said *John Hopkins Dare* (except as therein-after excepted out of those Presents), he the said *Robert Westley Hall Dare*, for the Purpose of so settling and assuring all the said Freehold Hereditaments and Premises, did thereby convey unto the said *Thomas Hilton Bothamley* and to his Heirs all and singular the Manors and Freehold Messuages, Advowsons, Lands, Tenements, and Hereditaments mentioned and described or referred to in the Schedule to the now stating Indenture of Release annexed, and all other the Freehold Hereditaments and Premises (corporeal and incorporeal) whatsoever and wheresoever, devised by or derived from or which by any Means whatsoever became subject to the Trusts or Dispositions of the said Will of the said Testator *John Hopkins Dare* deceased, with their respective Rights, Members, and Appurtenances, (save and except out of those Presents, and the Settlement and Conveyance thereby intended to be made, a Piece or Parcel of Land containing by Admeasurement Five Acres or thereabouts, situate in the Forest of *Waltham*, therein further described, which the said Testator *Robert Westley Hall Dare* by his said Will otherwise disposed of as aforesaid, and directed to be conveyed as in the now stating Indenture mentioned, and which was forthwith intended to be done,) to hold the same unto the said *Thomas Hilton Bothamley* and his Heirs to the Use of the said present *Robert Westley Hall Dare* Esquire and his Assigns, for and during the Term of his Life, without Impeachment of Waste; with

Indentures of Settlement, dated 2d and 3d July 1838.

Remainder

Remainder to the Use of the said *Thomas Hilton Bothamley*, his Heirs and Assigns, during the Life of the said *Robert Westley Hall Dare*, in trust to support the contingent Uses and Estates therein-after limited as therein mentioned, yet nevertheless to permit and suffer the said *Robert Westley Hall Dare* and his Assigns to receive and take the Rents, Issues, and Profits thereof during his Life; with Remainder to the Use of the First and all and every other the Son and Sons of the said present *Robert Westley Hall Dare*, severally, successively, and in remainder one after another, according to their respective Seniority of Age and Priority of Birth, in Tail General; with Remainder to the Use of the other Sons and Daughters of the said Testator *Robert Westley Hall Dare* and their Issue, and the other Issue of the said present *Robert Westley Hall Dare* the Testator's said eldest Son, in Succession, in manner therein mentioned; and with Limitations to the Use of the said Trustee, his Heirs and Assigns, during the respective Lives of Tenants for Life, upon the like Trust to support the contingent Remainders respectively in accordance with the Limitations expressed in the said Will of the said Testator *Robert Westley Hall Dare*; with the ultimate Remainder or Reversion to the Use of the said present *Robert Westley Hall Dare* in Fee Simple, subject nevertheless and without Prejudice, as to all the Uses and Limitations aforesaid, to the several Powers therein-after limited and contained, and herein-after mentioned or referred to; and by the said now stating Indenture, for the Purpose of settling and assuring the Copyhold Hereditaments and Premises therein-after mentioned, in like Manner as the aforesaid Freehold Hereditaments were thereby settled, he the said *Robert Westley Hall Dare* did thereby covenant with the said *Thomas Hilton Bothamley* for the due Surrender by the said *Robert Westley Hall Dare* or his Heirs, and all other Persons having or claiming any Estate or Interest as therein mentioned, into the Hands of the Lord or Lords, Lady or Ladies, of the respective Manors whereof the same were holden, according to the Custom thereof, of all and singular the Copyhold Lands, Tenements, and Hereditaments mentioned and described or referred to in the Schedule to the now stating Indenture of Release annexed, and all other the Copyhold Hereditaments and Premises whatsoever and wheresoever devised by or derived from, or which by any Means whatsoever became subject to the Trusts or Dispositions of the said Will of the said *John Hopkins Dare* deceased, with their Rights, Members, and Appurtenances, to the same Uses, and with, under, and subject to the same Powers, Provisoes, Limitations, Declarations, and Agreements, as were therein-before and therein-after in the now reciting Indenture limited, expressed, declared, and contained of and concerning the said Freehold Hereditaments therein-before settled and assured, or intended so to be, or as near thereto as might be, and the different Nature and Tenures of the said respective Hereditaments would

would require, and with Provisions similar to those contained in the said Wills, imposing on the Person and Persons who should by virtue of those Presents become entitled to the Possession or to the Rents and Profits of the Freehold and Copyhold Hereditaments and Premises thereby settled, and the Husbands of Females, the bearing and Use of the Name and Arms of *Dare*, as therein mentioned; and it was thereby provided, declared, and agreed that it should and might be lawful for each of the said Testator *Robert Westley Hall Dare*'s said Sons, *videlicet*, the said present *Robert Westley Hall Dare* and other the said Testator's said Sons therein and herein-before mentioned and referred to, by Deed or Instrument executed and attested as therein mentioned, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be executed and attested as therein mentioned, (but subject and without Prejudice to the Uses and Estates preceding the Use or Estate of the Person making such Appointment, and otherwise as therein mentioned,) to limit or appoint unto or to the Use of or in trust for any Woman or Women with whom he might intermarry, for the Life or respective Lives of such Woman or Women respectively, 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, and either before or after Marriage, any annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges to be yearly issuing out of and charged and chargeable upon all or any Part of the Freehold and Copyhold Hereditaments to which such Son should for the Time being be entitled under those Presents; or, as to the said Copyholds, the Surrender or Surrenders to be made in pursuance of the Covenant therein in that Behalf contained, either in possession or remainder, not exceeding such Amount as therein in that Behalf mentioned; and also to create and limit such Remedies and Term or Terms for securing the same, and determinable and to cease as therein mentioned, and with further Restrictions therein contained as to such Jointures; and in the said now stating Indenture is contained a Power of leasing as therein mentioned; and also Power for the Appointment of new Trustees thereof; and to the said last-stated Indenture is annexed a Schedule of the Freehold and Copyhold Estates thereby settled, and containing a Description thereof: And whereas the Copyhold Estates mentioned in the said last-stated Indenture were respectively, shortly after the Date and Execution of the said last-mentioned Indenture, duly surrendered by the said *Robert Westley Hall Dare* to the same or like Uses, and with or subject to the same or the like Powers and Provisions (by reference thereto), as were limited by and contained in the said last-stated Indenture as to the said Freehold Hereditaments therein comprised; and upon such Surrenders the said *Robert Westley Hall Dare* was duly admitted as the first Tenant for Life under such Surrenders, he the said *Robert Westley Hall Dare* having been;

as in the same Surrenders mentioned, previously admitted to the said Copyhold Estates in Fee in Remainder expectant upon the said Life Estate for the Life of the said *Elizabeth Grafton Hall Dare* his said Mother therein: And whereas by Indenture of Settlement bearing Date the Sixth Day of *April* One thousand eight hundred and thirty-nine, and made between the said *Robert Westley Hall Dare* of the First Part, *Gustavus Lambart* of *Beau Parc* in the County of *Meath* in *Ireland*, Esquire, and since deceased, of the Second Part, *Frances Anna Catherine Lambart* Spinster, Daughter of the said *Gustavus Lambart*, of the Third Part, and *Thomas Harper King* Esquire, *John Scrafton Thompson* Esquire, *Gustavus William Lambart* Esquire, and *John Young* Esquire (now the Right Honourable Sir *John Young* Baronet), of the Fourth Part, (being the Settlement made previously to and in consideration of the Marriage then intended and shortly afterwards duly had and solemnized between the said *Robert Westley Hall Dare* and the said *Frances Anna Catherine Lambart*,) the said *Robert Westley Hall Dare* did thereby, pursuant to and by force and virtue of the Power and Authority or Powers and Authorities vested in him by virtue of the said Will of the said Testator *Robert Westley Hall Dare* his Father, and the said Settlement in conformity thereto, and of all other Powers and Authorities thereunto in anywise enabling him, and in exercise and execution thereof, (but subject and without Prejudice to the Uses and Estates preceding the Use or Estate of the said *Robert Westley Hall Dare*, and Powers relating thereto, as therein mentioned and in accordance with the said prior Settlement, and also subject and without Prejudice to the Provisions of the said Will and Settlement limiting the Amount of the Jointure Rentcharges thereby authorized to be created, and also subject and without Prejudice to the Proviso against Suspension of his the said *Robert Westley Hall Dare*'s Powers of leasing and otherwise, as therein-after contained,) absolutely and irrevocably direct, limit, and appoint unto the said *Frances Anna Catherine Lambart* now his Wife and her Assigns, in case the said Marriage should be had and solemnized, One annual Sum or yearly Rentcharge of Eight hundred Pounds of lawful Money of *Great Britain* for and during the Term of her natural Life, commencing and to be computed from the Decease of the said *Robert Westley Hall Dare*, and also the further and additional annual Sum or yearly Rentcharge of Two hundred Pounds of like Money, commencing and to be computed from the same Period, and to continue whilst she should remain a Widow (without having married again), such several annual Sums or Rentcharges to be respectively yearly issuing, growing, and payable out of and charged and chargeable upon all and singular the said several Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments mentioned and described or referred to in the Schedule to the now reciting Indenture,

Indenture of Settlement, dated 6th April 1839.

or

or intended so to be, and all other the Freehold and Copyhold Hereditaments and Premises, corporeal and incorporeal, whatsoever and wheresoever, devised by or derived from or which by any Means whatsoever became subject to the Limitations, Trusts, or Dispositions of the said herein-before stated Wills and Settlement, or any of them (save and except the Five Acres in the Forest of *Waltham* before-mentioned), with their Appurtenances, and to be and as the same was thereby accepted by her, in full for her Jointure and Bar of Dower, Free-bench, and Thirds, or other Widow's Right, and to be, paid quarterly and with a proportionate Part thereof, and with Powers of Distress and Entry, and Perception of the Rents and Profits for Recovery thereof, as therein particularly mentioned; and as to all the Freehold Hereditaments thereby subjected and charged as aforesaid, or intended so to be, with the Appurtenances subject to and charged with the said yearly Rentcharge or Rentcharges aforesaid, and to the Remedies thereby provided for the Recovery thereof, the said *Robert Westley Hall Dare*, in pursuance and execution of all such Powers aforesaid and all other Powers, and also by virtue of his Estate and Interest in the Premises, did thereby appoint and demise all and singular the same Freehold Hereditaments, with their Appurtenances, unto and to the Use of the said *Thomas Harper King*, *John Scrafton Thompson*, *Gustavus William Lambart*, and *John Young*, for the Term of One hundred Years from the Day of the Decease of the said *Robert Westley Hall Dare*, without Impeachment of Waste, upon the usual Trusts therein mentioned for securing the said Jointure, and with a Proviso for Cesser of the said Term after the Decease of the said Jointress, and Satisfaction of the Trusts thereof; and by the said now stating Indenture the said *Robert Westley Hall Dare* did assign unto the same Trustees Three several Policies of Assurance whereby the Life of the said *Robert Westley Hall Dare* is insured, as therein mentioned, for Sums amounting together (exclusive of Bonuses and Additions) to Fifteen thousand Pounds, and all Sums of Money which should or might become payable by virtue thereof, and all other Benefit and Advantage to be had or derived from or by virtue of the said Policies, to hold the same unto the said Trustees, with a Power of Attorney to sue for, recover, and receive the same; and by the same Indenture it is declared that as well the said Policies and Monies so assigned, as also such further Policy (if any) to be effected as and in such Event as therein expressed, under the Covenant of the said *Robert Westley Hall Dare* in that Behalf therein contained, and all Monies to become payable or to be received by virtue thereof should be respectively held in trust for the said *Robert Westley Hall Dare* until the said then intended Marriage, and after the Solemnization thereof upon trust, as to all the said Monies under such Policies, that the Trustees for the Time being do lay out and invest the same in their Names in or upon the

Public

Public Stocks or Funds of *Great Britain*, or at Interest upon Government or Real Security in *England* or *Wales*, as therein mentioned, and stand possessed of such Stocks, Funds, and Securities (subject nevertheless to the Proviso therein-after contained and herein-after mentioned restricting the Amount of Portion for an only younger Child), upon the Trusts following; *videlicet*, in case there should be One or more Child or Children of the said then intended Marriage (other than or not being an eldest or only Son and Heir or Heir Apparent of the said *Robert Westley Hall Dare*), then as to all the aforesaid Stocks, Funds, and Securities, upon trust for all and every or any One or more exclusively of the other or others of such Children as or for their respective Portions to be shared and divided, paid or transferred, to or between or among such Child or Children (if more than One), and to vest and be paid and otherwise as therein mentioned, as the said *Robert Westley Hall Dare* should by Deed or Will in manner therein mentioned appoint, and in default of such Appointment to be equally divided between such Children, if more than One, and as to Sons, at their respective Ages of Twenty-one Years, or on his or their dying under that Age leaving lawful Issue, and the Shares of Daughters, at their respective Ages of Twenty-one Years, or Day of Marriage, as therein mentioned, after the Decease of the said *Robert Westley Hall Dare*, but to be vested in his Lifetime, and with a Provision to the Effect or by way of Hotchpot, as to any Child taking under any Appointment as therein contained, and also Provision for Maintenance and Advancement of such Children, and Provisions for Survivorship and Accruer amongst such Children in case there should be more than One such Child for whom Portions are thereby intended to be provided, and any of them, being a younger Son or Sons, should depart this Life under the said Age of Twenty-one Years without leaving lawful Issue, or become an eldest or only Son and Heir or Heir Apparent as aforesaid before attaining the said Age, or, being a Daughter or Daughters, should depart this Life under that Age without being or having been married, and a Provision limiting the Amount of Portion to Ten thousand Pounds in case there should be only One such younger Child, who, being a Son, should live to attain the said Age, or die leaving Issue, or, being a Daughter, should attain that Age or marry as aforesaid, and with a Declaration also therein contained that, subject thereto, the said Trustees of the now stating Indenture should stand possessed of the Residue of the Trust, Stocks, Funds, and Securities, in trust for the said *Robert Westley Hall Dare* absolutely, and with further Provisions in accordance therewith, and with a Provision that if there should be no such younger Son or Daughter, or all and every such younger Son or Sons should depart this Life without having attained the Age of Twenty-one Years or leaving lawful Issue as aforesaid, or, being a Daughter or Daughters, should

depart

depart this Life under that Age without having been married, then the said Trustees for the Time being thereof should stand possessed of such Stocks, Funds, and Securities upon trust for the said *Robert Westley Hall Dare* absolutely; and by the now stating Indenture the said *Robert Westley Hall Dare* did demise unto the same Trustees all the Freehold Messuages, Lands, Tenements, and Hereditaments mentioned and described or referred to in the said Two several Schedules thereunder written or thereunto annexed, and all other the Freehold Hereditaments and Premises (corporeal and incorporeal) devised by or derived from or which by any Means whatsoever became subject to the Limitations, Trusts, or Dispositions of the said herein-before recited Wills and Settlement, or any or either of them, (save and except the said Five Acres in the Forest of *Waltham* therein-before mentioned, and except Seven Acres Three Rods and Twenty-eight Perches, Part of the Farm called "*Lessees*" alias "*Knights*" mentioned in the said Second Schedule thereto, and which had then lately been contracted to be sold to the *Eastern Counties* Railway Company,) with their Appurtenances, to hold the same unto the said Trustees for the Term of Ninety-nine Years to commence from the Day next before the Day of the Date of the now stating Indenture, without Impeachment of Waste, upon Trusts therein mentioned, to raise and pay the annual Premiums to grow due on the said Policies thereby assigned, and such other Policies, if any, as therein mentioned and covenanted or authorized to be effected and kept up as therein expressed, and all such other Money as should be necessary for keeping all the said Policies on foot, together with the Costs, Charges, and Expenses therein mentioned, and subject thereto to permit and suffer the said *Robert Westley Hall Dare* and his Assigns, and other the Person or Persons for the Time being entitled to the immediate Reversion of the said Premises expectant upon the said Term, to receive the surplus Rents thereof, with a Proviso for Cesser of the said Term on the Decease of the said *Robert Westley Hall Dare*, and Determination and Satisfaction of the Trusts as therein mentioned; and by the said now stating Indenture the said *Robert Westley Hall Dare* did covenant with the said Trustees that in case the said intended Marriage should take effect, and he the said *Robert Westley Hall Dare* should survive his said Mother, and if at or at any Time after the Decease of his said Mother there should be living Three or more Children of his said Marriage for whom Portions were thereby intended to be provided, the said *Robert Westley Hall Dare* should forthwith thereafter, at his own Costs, make and effect or cause and procure to be made and effected such further Insurance on his Life as therein mentioned for the further Sum of Five thousand Pounds in addition to the said Policies therein-before assigned, and either in his own Name, or, at his Option, in the Names of the said Trustees or other the Trustees for the Time being thereof, and forth-

with to deliver or cause the Policy of or for such new Insurance to be delivered to the said Trustees or Trustee, and if the said *Robert Westley Hall Dare* should effect such Insurance in his own Name then to assign the same to the Trustees upon and for the Trusts and Purposes of the now stating Indenture, and with like Powers relative thereto as therein contained respecting the said Policies thereby assigned; and also that the said *Robert Westley Hall Dare* would pay the Premiums and keep up the said Policies of Insurance thereby assigned, and such further Policy of Insurance, if any, as aforesaid, and would not invalidate or render void or voidable the same as therein mentioned, with the usual Powers to the Trustees, in default thereof, to insure his Life as therein mentioned for the original Amount of such Policies in respect whereof such Default should occur (exclusive of Bonuses), and charging the Payments and Expenses in respect thereof upon the said Term of Ninety-nine Years, and with protective Provisions to the Trustees exonerating them from Liability for not suing on the said Covenants, and with Provisions enabling the said *Robert Westley Hall Dare* to revoke and make void the Trusts and Provisions of the now stating Indenture as to the said Policies in case at the respective Periods therein mentioned there should not be living any younger Child or Children of the said Marriage who would be entitled to the Portion or Portions thereby provided, and that thereupon the same should be held thenceforth in trust for the said *Robert Westley Hall Dare* absolutely and be assigned accordingly; and a Provision entitling the said *Robert Westley Hall Dare* at any Time to have and take all or any of the said Policies upon or by paying the Sum of Five thousand Pounds for and in lieu and instead of each Policy so to be taken by him, and in such Case such Sums so paid were thereupon to be invested in the Manner therein directed for the Investment of the Monies to arise from such aforesaid Policies, but with the Consent of the said *Robert Westley Hall Dare* if then living, and the Dividends and Interest to accrue due thereon during the Life of the said *Robert Westley Hall Dare* to be paid to him; and with a Provision that the said Liberty or Option thereby given to him was intended and should be only a personal Option or Privilege to him, and not an Equity or Right of Redemption claimable by his Representatives or otherwise; and with the usual Power to the Trustees to change Funds, with Consent or at Discretion, as therein mentioned; and the usual Provision for giving Effect to the Receipts of Trustees, and Provisions for the Appointment of new Trustees thereof; and a further Provision and Declaration preserving the Powers of leasing, Appointment of new Trustees, and other Powers or Authorities contained in the herein-before stated Wills and Settlement, as if the now stating Indenture had not been made; and Two Schedules are annexed to the same Indenture, containing the Particulars of the Freehold and Copyhold Estates therein comprised:

And

And whereas the said *Robert Westley Hall Dare* duly intermarried with the said *Frances Anna Catherine Lambart*, his said Wife, on the Eighteenth Day of *April* One thousand eight hundred and thirty-nine, and his said Wife is still living, and there is Issue now living of such Marriage the following Children only, *videlicet*, *Robert Westley Hall Dare*, *Olivia Frances Grafton Hall Dare*, *Mabel Anna Virginia Hall Dare*, *Ethel Constance Mary Hall Dare*, and *Frances Maria Hall Dare*, who are accordingly interested under the said Wills and Settlements herein-before set forth, and such Children are Infants of tender Age: And whereas the said present *Robert Westley Hall Dare* is herein-after designated by the said Name of *Robert Westley Hall Dare* only: And whereas the said *Robert Westley Hall Dare* has created the following Mortgage Charges or Incumbrances upon his Estate and Interest in the Freehold and Copyhold Estates held under the said recited Wills and Settlements, and the said settled Policies, *videlicet*, a Mortgage by Indenture dated the Thirtieth Day of *April* One thousand eight hundred and forty-two, and made between the said *Robert Westley Hall Dare* of the One Part, and *William King* of the City of *London*, Merchant, of the other Part, in favour of the said *William King*; and a further Charge by another Indenture, bearing Date the Thirtieth Day of *December* One thousand eight hundred and fifty-one, endorsed on the said first-mentioned Indenture of Mortgage, and made between the said *Robert Westley Hall Dare* of the One Part, and the said *William King* of the other Part, in favour of the same Mortgagee: And whereas by Indenture bearing Date the Twenty-first Day of *April* One thousand eight hundred and fifty-one, and made between the said *Henry Hall Dare*, the said Second Son of the said Testator *Robert Westley Hall Dare*, and Legatee aforesaid, of the First Part, *Agatha Kekewich* Spinster, Second Daughter of *Samuel Trehawke Kekewich* Esquire, by his late Wife, therein mentioned, of the Second Part, and the said *Francis Marmaduke Hall Dare*, the said *Thomas Hilton Bothamley*, the Reverend *Evan Evans* Clerk, and *Godfrey William Fitzhugh* Esquire, of the Third Part (being the Settlement made previously to and in consideration of the Marriage then intended and shortly afterwards duly had and solemnized between the said *Henry Hall Dare* and *Agatha Kekewich*), he the said *Henry Hall Dare* assigned unto the said *Francis Marmaduke Hall Dare*, *Thomas Hilton Bothamley*, *Evan Evans*, and *Godfrey William Fitzhugh* the said Sum of Six thousand Pounds given to the said *Henry Hall Dare* by the said Will of the said *Robert Westley Hall Dare* deceased, and all Interest due and to become due thereon, to hold the same upon the Trusts and subject to the Provisions of an Indenture then already engrossed and intended to bear even Date therewith, and to be made or expressed to be made between the same Persons as were Parties to the now stating Indenture; and the said now stating Indenture

Indenture of Settlement, dated 21st April 1851.

ture contains a Provision giving full Effect to the Receipt or Receipts in Writing of the said Trustees, or the Trustees or Trustee for the Time being of those Presents, for any Sum or Sums of Money payable to them under or by virtue thereof, and notwithstanding the Reference therein contained to the said Indenture of even Date, or other Notice thereof: And whereas the Trusts of the said Sum of Six thousand Pounds so charged on the said devised and settled Estates, and assigned by the said last-stated Deed, and so declared thereof by the Indenture of even Date therewith, therein referred to, are usual Settlement Trusts and Provisions for the Benefit of the said *Henry Hall Dare* and *Agatha* his Wife, and the Issue of their said Marriage: And whereas the Marriage between the said *Henry Hall Dare* and *Agatha* his Wife was duly had and solemnized on the Twenty-second Day of *April* One thousand eight hundred and fifty-one, and the said *Henry Hall Dare*, and *Agatha* his Wife are still living, and there is Issue of such Marriage One Child only, and no more, *videlicet*, *Agatha Louisa Hall Dare* an Infant under the Age of Twenty-one Years: And whereas the Charge of Twelve thousand Pounds mentioned in the said Will of the said *Robert Westley Hall Dare* deceased is a Mortgage of his *Wennington* Estate in the said Will mentioned for that Amount; and the same, and the said Legacy of Six thousand Pounds so charged by his Will on his *Fitzwalters* Estate as aforesaid, are still subsisting Charges: And whereas neither of the said Wills herein-before set forth contains Powers of Sale or Exchange or adequate Powers of leasing and Management of the said devised and settled Estates, and the said Estates lie scattered, and there is no suitable Family Mansion on any of them: And whereas the said *Robert Westley Hall Dare* has it in contemplation to settle and reside with his Family in that Part of the United Kingdom which is called *Ireland*, his said Wife and her Relatives being Natives of that Part of these Realms, and his said Wife's Relatives being resident there; and the said *Robert Westley Hall Dare* has resided there with his Family for several Years since his said Marriage, and Four of his Children were born there; and it is considered beneficial to the said *Robert Westley Hall Dare* and his Family, and reasonable and proper, that Power should be given for the Sale and Exchange of the said devised and settled Estates, and the Investment of the Monies to arise from such Sales or to be received for Equality of Exchange in the Purchase of or Exchange for other Estates to be situate in *England*, *Wales*, or *Ireland*, to be settled to the same Uses, and for such other Purposes as herein-after enacted: And whereas the Estates subject to the Uses and Limitations of the said Wills and Settlements are of considerable Value, each of the said Testators having been Owner in Fee Simple of considerable Freehold and Copyhold Estates, which passed by their said respective Wills to the Uses and Limitations thereof herein-before stated: And whereas there

The Trusts of said 6,000*l.* are usual Settlement Trusts.

there is also a Fund in the High Court of Chancery in *England*, consisting of the Sum of Eight hundred and eight Pounds Fourteen Shillings and Tenpence Bank Three Pounds *per Centum* Annuities, standing in the Name of the Accountant General of the said Court to an Account intituled "*Ex parte* the *Eastern Counties* Railway Company, *Dare*'s Estate," and such Fund arises from the Sale of Part of the said devised and settled Estates to the *Eastern Counties* Railway Company, and which is subject to be laid out in the Purchase of Real Estates to be settled to the same Uses as the Premises from the Sale whereof such Fund has so arisen; and there may now or hereafter be other Funds, subject to be laid out in like Manner, arising or to arise from other Parts of such Estates taken by or sold or hereafter to be taken by or sold to the same or some other Railway Company; and it is desirable that the Provisions of this Act should be extended to such Funds: And whereas the Schedule hereto contains a short general Description of the said devised and settled Estates: And whereas such several Purposes aforesaid cannot be effected without the Authority of Parliament: And whereas the Parties entitled under the said Will of the said Testator *Robert Westley Hall Dare* in remainder expectant upon the said Estates and Interests of the said present *Robert Westley Hall Dare* and his First and other Sons are the said last-mentioned Testator's said other Sons and Daughters named in the said Will and herein-before mentioned, and their Issue, and the other Issue of the said present *Robert Westley Hall Dare* only, and which said other Sons and Daughters of the said last-mentioned Testator and their Issue, and the said other Issue of the said present *Robert Westley Hall Dare*, are respectively as follows; (*videlicet*,) the said *Henry Hall Dare* and *Agatha Louisa* his Daughter, and the said *Francis Marmaduke Hall Dare*, *Mary Elizabeth Hall Dare*, *Agnes Hall Dare*, and *Elizabeth Catherine Hall Dare*, all of whom are of Age and unmarried; and the said *Emma Burton Hall Dare*, now the Wife of the said *Thomas Hilton Bothamley*, and the Eight Children of their Marriage, *videlicet*, *Henry Harper*, *Robert Grafton*, *Frances Elizabeth*, *Arthur Thomas*, *Emma Lucinda*, *Agnes Sara*, *Charles*, and *Francis Stephen*, all of whom are under the Age of Twenty-one Years, and the aforesaid Infant Daughters of the said *Robert Westley Hall Dare*: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Robert Westley Hall Dare* on behalf of himself and of his said Children, and the said *Elizabeth Grafton Hall Dare* Widow, 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 as follows; (to wit,)

Hall Dare's Estate Act, 1853.

Trustees for carrying Act into execution.

I. That the said *Gustavus William Lambart* and *Henry Hall Dare* Esquires, herein-before respectively named, and the Survivor of them, and such other Persons as shall from Time to Time be appointed Trustees for the Purposes of this Act, and the Survivors and Survivor of them for the Time being, shall be and are hereby constituted the Trustees and Trustee for the Time being of and for carrying into execution the Purposes of this Act.

Powers of Sale and Exchange.

II. That it shall and may be lawful for the said Trustees and Trustee for the Time being of this Act, from Time to Time during the Lifetime of the said *Robert Westley Hall Dare*, and during the Term of Twenty-one Years computed from the Day of his Decease, if any Issue of him the said *Robert Westley Hall Dare* shall be so long living, with the Consent in Writing of the said *Robert Westley Hall Dare* during his Lifetime, and after his Decease with the like Consent of the Person or Persons for the Time being entitled to the then first or next immediate beneficial Estate of Freehold or Inheritance in possession of and in the Hereditaments for the Time being proposed to be sold or exchanged or otherwise dealt with under this Act, or who would be entitled to the like Estate or Interest of and in any Hereditaments to be purchased with the Monies for the Time being proposed to be applied under the Provisions of this Act, or any Guardian or Guardians of any such Person or Persons being an Infant or Infants under the Age of Twenty-one Years (subject nevertheless to the Proviso herein-after contained with respect to the Consent of the said *Elizabeth Grafton Hall Dare* herein-after made requisite during her Life in certain Cases), to make sale, convey, surrender, and dispose of, by way of Sale or Exchange, for or in lieu of other Messuages, Lands, or Hereditaments to be situated in *England*, *Wales*, or *Ireland*, all or any Part or Parts of the Hereditaments described and referred to in and by the said Schedule hereto, and all or any other the Freehold and Copyhold Hereditaments which are or may be subject to the Uses or Limitations of the said Wills, Deeds, Surrenders, and other Assurances herein-before recited or referred to, or any of them, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, either together or in Parcels, and either by Public Auction or Private Contract, or partly by both, for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments to be situate as last aforesaid, as to the said Trustees or Trustee for the Time being of this Act shall seem reasonable, and with Liberty for them or him to reserve Biddings, and to buy in at Auctions, and to vary and rescind, on Terms or gratuitously, Contracts for Sale and Exchange, and again to dispose of, by way of Sale or Exchange as aforesaid, the Hereditaments

ditaments bought in or comprised in the rescinded Contracts; and for the Purposes aforesaid it shall and may be lawful to and for the said Trustees or Trustee for the Time being, with such Consent as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them sealed and delivered and attested by One Witness or more, to convey and assure the Hereditaments so to be sold or exchanged to and for such Use or Uses, Estate or Estates, Trust or Trusts, as shall be required or shall be thought necessary or expedient in order to effect any such Sale, Exchange, or Disposition as aforesaid; and all which Conveyances and Assurances shall and are hereby declared to be as valid and effectual to pass and convey such Hereditaments, and the Fee Simple and Inheritance thereof, as if the Person or Persons making the same had been seised of such Hereditaments in Fee Simple as to the Freehold Hereditaments, and for a Copyhold or Customary Estate in Fee as to the Copyhold Hereditaments, and thereupon all and every the Hereditaments so sold, exchanged, conveyed, or assured shall be freed and discharged from all and every the Uses, Trusts, and Limitations of the herein-before recited Wills, Settlements, and Assurances affecting the same; and it shall and may be lawful for the said Trustees or Trustee for the Time being, upon any such Exchange, to contract or agree for the Payment by any other Party or Parties to any such Exchange of any Sum or Sums of Money by way of Equality of Exchange; and such Monies shall be paid into the Bank of *England*, and be applied in the Manner herein-after directed.

Application of Monies received on Sale or Exchange.

III. That when all or any Part or Parts of the said Hereditaments hereby made saleable as aforesaid shall be sold in pursuance of this Act for a valuable Consideration in Money, and also when any Sum or Sums of Money shall be so received for Equality of Exchange, all and every the Sum and Sums of Money which shall arise by such Sale or Sales, or be received for Equality of Exchange as aforesaid, shall, with all convenient Speed, with the like Consent aforesaid, be, in the Manner herein-after directed, laid out and invested in the Purchase, under any ordinary or special Conditions of Sale, of other Messuages, Lands, or Hereditaments in possession, or subject only to such or the like Leases as might be granted of the same under the Powers of this Act when purchased, or, as to Hereditaments to be situate in *Ireland*, subject to any Leases, save that not more than One Third thereof shall be subject to Leases for Lives or for longer Terms of Years than Forty-one Years, the Hereditaments to be so purchased to be situate or arising within *England*, *Wales*, or *Ireland*, of a clear and indefeasible Estate of Inheritance in Fee Simple, whereof any Part not exceeding One Sixth Part in any One Purchase may, if the Person or Persons interested in possession or consenting to such Purchase shall think fit, be Copyhold of Inheritance, and whereof any Part not exceeding One Sixth Part in any One Purchase may,

may, with such Consent of the Court of Chancery in *Ireland* as by this Act provided, be Leasehold, held for any absolute Term whereof not less than Two hundred Years are at the Time of the Purchase unexpired, or for any Estate for Life or Lives renewable; and as well the Freehold and Copyhold Hereditaments so to be purchased, as all and every the Freehold and Copyhold Hereditaments so to be received in exchange as aforesaid, shall thereafter forthwith be settled, conveyed, and assured to, for, and upon, and subject to such and the same Uses, Trusts, Estates, Powers, Charges, and Incumbrances (including the Powers and Provisions of this Act) as the Hereditaments to be so sold or exchanged, if not so sold or exchanged, would then have stood settled, limited, or subject to.

Leaseholds to be purchased under Direction of Court of Chancery in Ireland.

IV. Provided always, That any such Leasehold Hereditaments shall not be purchased under the Provisions of this Act unless the same be situate in *Ireland*, and with the Approval of the Court of Chancery in *Ireland;* and any such Leasehold Hereditament so purchased shall be vested, assigned, and settled, under the Direction of the Court of Chancery in *Ireland* (such Direction to be given upon Motion or Petition in a summary Way, upon Notice to such Parties as the said Court shall direct), so that such Leasehold Hereditaments shall go and devolve and be secured to or for the Benefit of the same Persons in succession who would take the same if the same were of Freehold instead of Leasehold Tenure.

Money arising from Sales and Exchanges to be paid into the Bank.

V. That the Monies to arise by any such Sales or to be paid for Equality of Exchange in pursuance of this Act shall respectively be paid by the Purchasers, Exchangees, or other Persons liable to pay such Monies into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*ex parte* the Purchasers of the *Hall Dare* Estates," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of such Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Certificate and Receipt to be good Discharges for Money paid.

VI. That the Certificate of such Accountant General of the Payment into the Bank of any Monies hereby directed to be so paid, with the Receipt for the same of One of the Cashiers of the Bank to be thereunto annexed and therewith filed in such Court, shall from Time to Time be good and effectual Discharges to all Persons so paying the same, according to this Act, for the Monies hereby directed to be so paid which in such Certificates and Receipts respectively shall be expressed to be so paid; and the Purchasers, Exchangees, and other Persons so paying such Monies, and taking such Certificates and Receipts

Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Non-application of the same or any Part thereof respectively.

Application of Money paid into Bank.

VII. That the Monies which shall be paid into the Bank as directed by this Act, or a competent Portion thereof, shall and may, upon Petition to be preferred to such Court in a summary Way by the Trustees or Trustee for the Time being of this Act, or by such One or more of the Persons who would be beneficially entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be purchased as herein directed, as for the Time being shall have attained the Age of Twenty-one Years, and by the Guardian or Guardians of such One or more of the Persons who would be so entitled as for the Time being shall be under the Age of Twenty-one Years, be applied, by the Direction of such Court, in or towards the Discharge of the Costs and Expenses of and attending the obtaining and passing of this Act, and the Cost, Charges, and Expenses attending such Sales and Exchanges, or other the Execution of the Powers and Provisions of this Act; and the Surplus of such Monies shall be laid out and invested, under the Order of such Court, in such Purchase or Purchases of other Hereditaments as herein-before in that Behalf directed.

Interim Investment.

VIII. That all Monies which shall be paid into the Bank as directed by this Act shall in the meantime and until the same shall be invested in such Purchases, or otherwise be applied under the Direction of such Court, from Time to Time be laid out in the Purchase of Exchequer Bills; and the Interest arising upon or from such Exchequer Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of such Accountant General in the Purchase of other Exchequer Bills: Provided always, that such Court of Chancery may make any such General or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of such Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which shall be so in the Course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which shall be respectively paid off; and all such Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of such Accountant General, and shall there remain until proper Purchases be found and authorized as herein-before directed, and until the same shall be by such Court, upon the Application in a summary

Way by the said Trustees or Trustee, or such other Persons as last aforesaid, be ordered to be sold by such Accountant General for completing such Purchases, or otherwise to be applied in manner hereby directed: Provided also, that if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase or Exchange Money so laid out in Exchequer Bills, then and in that Case the Portion which shall remain after deducting the Amount of the original Purchase Money, and after discharging the Expense of the Applications to such Court relative to such Exchequer Bills, shall be paid to such Person or Persons respectively as would for the Time being have been entitled to receive the Rents and Profits of the Hereditaments hereby directed to be purchased in case the same had been purchased with such original Purchase or Exchange Money pursuant to this Act, or the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Lands may be sold either subject to or discharged from the Charges herein named.

IX. That on any Sale or Sales or Exchange of the said Hereditaments and Premises to be made by virtue of the Powers of this Act, the aforesaid Hereditaments, or any Part thereof, may be so sold, either subject to or discharged from the said Charges of Twelve thousand Pounds and Six thousand Pounds herein-before mentioned, or either of such Charges; and if discharged therefrom then that any of the Monies to be received on any such Sale or Sales, or for Equality of Exchange as aforesaid, shall and may be applied in Payment of and Discharge of the said Charges, or either of them, accordingly; and, subject thereto, the same Monies shall be applied for the Purposes and in manner herein-before expressed concerning the same.

Power to Trustees to grant Leases, and enter into Contracts for Leases, and cancel them.

X. That it shall and may be lawful for the Trustees and Trustee for the Time being of this Act, with the like Consent as herein-before and herein-after required for any such Sale or Exchange as aforesaid, and during the Period hereby limited for the Execution of such Powers of Sale and Exchange, to demise or lease all or any Part or Parts of the said Hereditaments hereby authorized to be sold, exchanged, or purchased as aforesaid, with the Appurtenances, (having the requisite Licence to demise from the Lord or Lady of the Manor as to the Copyhold Hereditaments,) to any Person or Persons for any Term or Number of Years absolute not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest, reserving on every such Lease, whether in *England* or *Ireland*, during the Continuance thereof, the best and most improved yearly Rent or Rents, payable quarterly or half-yearly, that may be reasonably had or gotten for the same, or for any Term or Number of Years, not exceeding for Building Leases Ninety-nine Years, and for any Leases for or in consideration of substantial or lasting Repairs or Improvements not exceeding Sixty Years, and respectively to take effect in possession, and

and not in reversion or by way of future Interest, either for the Purpose of or in consideration of Building or Repairs or other substantial or lasting Improvements on the Premises; and every such Building or Repairing Lease or Leases for Improvement as aforesaid to be in like Manner at the best Rent which may be reasonably obtained under the Circumstances; and every such Lease as aforesaid to be granted subject to such Terms and Conditions as to Cultivation, Repairs, Building, Insurance, or otherwise, including Provision for Roads or other Matters of Utility or Ornament, as the Trustees or Trustee for the Time being may think proper; all such Leases aforesaid to be so granted without taking Fines or Premiums for the making thereof, and so as in every such Lease granted under this Act there be contained a Covenant for Payment of the Rent thereby reserved and also a Condition of Re-entry on Nonpayment of the Rent or Rents thereby respectively reserved by the Space of Twenty-one Days after the same shall become due, or Breach of Covenant, absolute or qualified, or in such Manner as the Parties granting any such Lease shall think proper, and so as that the respective Lessees to whom such Leases shall be made do seal and execute a Counterpart or Counterparts of such Lease or Leases, and so as that none of the Lessees to whom any such Lease or Leases shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, other than pulling down Buildings for the Purpose of erecting new Buildings, and with Power, if so agreed between the Parties thereto, to take and use or sell or dispose of the Materials, as may be agreed upon; and with Power also to the said Trustees or Trustee to accept any Surrender of any subsisting Leases for the Purpose of granting any new Leases hereunder, and to enter into any Contracts for any Leases hereby authorized to be granted, and accept the Surrender of or rescind any such Contracts, and to enter into new Contracts or Leases upon the like Terms as any surrendered or rescinded Contract may have been granted to any original Contractor, his Representatives or Assigns, or upon such other Terms as the said Trustees or Trustee may deem expedient; and the Acknowledgment in Writing of the Trustees or Trustee for the Time being granting any such Lease of the Execution and Delivery of any such Counterpart as aforesaid, shall be sufficient Evidence thereof in favour of all Lessees and those claiming under them.

Powers to be only exercised with Consent of E. G. H. Dare during her Life, in respect

XI. Provided always, That the several Powers vested in the Trustees or Trustee for the Time being of this Act under the Clauses hereinbefore contained shall, during the Life of the said *Elizabeth Grafton Hall Dare*, be executed only with her Consent in Writing, from Time to Time in all Cases where such Powers shall be so exercised in

spect of certain Hereditaments.

respect of any of the Hereditaments or Funds in which she now is or then may be interested for her Life.

Consent of Feme Covert, or Guardian of Infant, or Committee of Lunatic, to be sufficient.

XII. That the Consent hereby required to be given to any Act to be done under the Authority of this Act as to any Feme Covert shall be valid notwithstanding Coverture, and in all Cases such Consent shall be valid and effectual notwithstanding any legal Disability of any Party purporting to give such Consent; and the Consent of any Guardian of the Person or Estate of any Infant, or the Committee of the Person or Estate of any Lunatic or non compos mentis, shall be as effectual as if such Parties respectively under such Disabilities were of full Capacity and giving such Consent; and in the Absence of Proof to the contrary the Consent shall be deemed to have been duly given by the proper Party.

Powers of Sale, &c., to be released on Request of Party entitled to Fee Simple in possession.

XIII. That the said Powers of Sale, Exchange, and Leasing herein contained shall and may, at the Request and Costs of any Person or Persons for the Time being seised and entitled in Fee Simple in possession, or having the Power to appoint the Fee Simple in possession of all or any Part or Parts of the Hereditaments for the Time being subject to the Powers of this Act, at any Time or Times, as to all or any Part or Parts of the said Hereditaments, be by the Trustees or Trustee for the Time being of this Act in whom for the Time being such Powers may be vested under this Act released and extinguished, such Request to be testified in Writing under the Hand and Seal of the Person or Persons making such Request; and as to any Femes Covert, such Request shall be valid notwithstanding Coverture; and every such Release is to be effected by Deed under the Hand and Seal of the Person or Persons making or executing any such Release; and from and after the Execution of any such Release the said Powers of Sale, Exchange, and Leasing herein contained as to the Hereditaments comprised in any and every such Release shall then and thenceforth cease and determine as if the Period herein-before limited for the Subsistence thereof had ceased and expired,

Application of Funds in the Court of Chancery.

XIV. That the said Fund in the Court of Chancery in *England* standing in trust or to the Credit of such Matter as herein-before in that Behalf mentioned, and all such other Funds arising or to arise from the taking or Sale of any of the said Hereditaments by or to any Railway Company or other Company, shall and may, by Order of the same Court, to be made upon Motion or Petition in a summary Way, with such Consent of or Notice to such Person or Persons as the said Court in its Discretion shall consider and declare to be sufficient, be laid out, invested, and applied in like Manner as

any

any Monies to arise from any Sale or to be received on any Exchange under this Act are hereby authorized to be invested and applied.

Trustees Receipts to be good Discharges.

XV. That the Receipt and Receipts of the Trustees and Trustee for the Time being of this Act shall be good and sufficient Discharges for all Monies and Funds whatsoever which shall be paid or transferred to them by virtue or for any of the Purposes of this Act, and shall acquit and discharge all Persons paying or transferring the same therefrom, and from all Liability to see to the Application thereof, and from all Consequences of Loss, Misapplication, or Nonapplication of the same.

Appointment of new Trustees.

XVI. That if the said *Gustavus William Lambart* and *Henry Hall Dare* or either of them, or any future Trustees or Trustee of this Act, shall die or shall reside out of the United Kingdom of *Great Britain* and *Ireland*, or shall be desirous of being discharged or to retire from, or shall refuse or decline or become incapable to act in the Execution of the Office of Trustee of this Act before the Purposes thereof shall be fully executed and performed, then and so often as any such Case shall happen it shall be lawful for the said *Robert Westley Hall Dare*, his Executors or Administrators, but with the Consent in Writing of the said *Elizabeth Grafton Hall Dare* during her Life, by any Deed or Deeds to be sealed and delivered by him the said *Robert Westley Hall Dare*, his Executors or Administrators, from Time to Time to appoint, with the Approbation of the Court of Chancery in *England*, any other Person or Persons to be a Trustee or Trustees of and for the Purposes of this Act in the Place of all or any of the Trustee or Trustees so dying, resigning, or desiring to be discharged or to retire, or refusing, declining, or becoming incapable to act as aforesaid, and in any such Case to appoint, with such Approbation of the Court, either One or more than One instead of any One former Trustee, or the same or more than the Number of the former Trustees instead of any former Trustees; and that upon every such Appointment the Trust Funds and Premises vested in any such Trustees as aforesaid for the Time being shall by force of this Act become and be vested in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees thereof, or solely, as the Case may require; and every new Trustee so appointed shall and may act in the Execution of the Powers of this Act, and shall have and be invested with all the same Powers and Authorities and as fully and effectually as if he had been originally named a Trustee in and by this Act.

Indemnity and Reimbursement of Trustees.

XVII. That all and every the Trustees and Trustee for the Time being of this Act shall and may, with and out of the Monies or Funds which

which shall come to their Hands by virtue or for the Purposes of this Act, deduct and retain and pay and allow to their Co-trustees all Costs, Charges, and Expenses which they respectively shall or may incur, sustain, or be put unto in the Execution of the Powers or Purposes of this Act or in anywise relative thereto; and that they or any of them shall not be answerable One for the others or other of them, nor for the Acts, Receipts, Neglects, or Defaults of the others or other of them, the joining in Receipts or doing any other Act for Conformity notwithstanding; nor for any Defect of Title to, nor for the Insufficiency or Deficiency of any Stocks, Funds, or Securities in or upon which the Trust Monies or any of them shall or may be laid out or invested by virtue of this Act; nor for any Person with whom or in whose Hands any Part of the Monies shall or may be deposited or lodged for safe Custody or otherwise in the Execution of the Purposes of this Act; nor for any other Loss or Misfortune whatsoever which may happen of or to any of the Trust Estate or Property without their Neglect or wilful Default respectively.

Expenses of Act.

XVIII. That the Costs and Expenses of and incident to the obtaining and passing of this Act and carrying the same into execution shall and may be deducted and defrayed out of any Monies or Funds (being Capital and not Income merely of a Tenant for Life) for the Time being subject or applicable to or for the Provisions or Purposes of this Act; and any such Costs and Expenses may, upon Application of any Person interested, by Motion or Petition in a summary Way to the Court of Chancery in *England*, upon such Notice to any other Person or Persons as such Court shall consider sufficient, be from Time to Time taxed by One of the Taxing Masters of the said Court; and every such Taxation shall be final and conclusive, subject nevertheless to the like Appeal to the Court and otherwise as in Cases of Taxation of Costs under the Statute for consolidating and amending several of the Laws relating to Attorneys and Solicitors practising in *England* and *Wales*.

Sinking Fund to be provided equal to the Expenses of Act.

XIX. Provided always, That the Trustees or Trustee for the Time being of this Act shall set apart yearly out of the Rents and Profits of the Hereditaments hereby authorized to be sold, exchanged, or purchased such a Sum as, with the Income for the Time being of the Sinking Fund by this Act provided for, is equal to One Twenty-fifth Part of the Amount of the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, and shall invest in the Purchase, in their Names, of Consolidated Three Pounds *per Centum* Annuities, and Reduced Three Pounds *per Centum* Annuities, or either of those Annuities, the Amount so from Time to Time set apart, so as to accumulate the same as a Sinking Fund

Fund in the way of Compound Interest, and shall hold such Sinking Fund, when it reaches the Amount of such Costs, Charges, and Expenses, upon the Trusts affecting the Principal Monies raised by the Power of Sale by this Act created.

General Saving.

XX. Saving always to the Queen's most Excellent Majesty and to Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Elizabeth Grafton Hall Dare*, and other than and except the said *Robert Westley Hall Dare*, and his First and other Sons and his Daughters, and other his Issue, and the said *Henry Hall Dare*, *Francis Marmaduke Hall Dare*, *Mary Elizabeth Hall Dare*, *Emma Burton Bothamley*, *Agnes Hall Dare*, and *Elizabeth Catherine Hall Dare* (the said other Sons and Daughters of the said Testator *Robert Westley Hall Dare*), and the Issue and Heirs General and Special of the Body of all the said several last-excepted Parties, and also other than and except the said *William King* as Mortgagee aforesaid, and other than and except all Persons claiming or to claim by, from, or under the said several excepted Persons respectively, and also other than and except the said *Frances Anna Catherine* the Wife of the said *Robert Westley Hall Dare*, and the said *Thomas Harper King*, *John Scrafton Thompson*, *Gustavus William Lambart*, and Sir *John Young* Baronet, as Trustees of the said recited Settlement on the Marriage of the said *Robert Westley Hall Dare* and *Frances Anna Catherine* his Wife, and all other Persons claiming or to claim by, from, or under the said last-mentioned Settlement, and also other than and except the respective Trustees to preserve contingent Remainders named in the said herein-before recited Wills, Settlements, and Surrenders respectively, their respective Heirs, Executors, and Administrators, and the said *Thomas Harper King*, *Gordon William Francis Gregor*, and *John Scrafton Thompson*, as Trustees of the Estate for Life of the said *Elizabeth Grafton Hall Dare*, their Heirs, Executors, and Administrators respectively, for and in respect of the several Estates and Interests of all the said excepted Parties respectively under the said several herein-before recited Wills, Settlements, and Assurances respectively,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever as they or any of them had before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

Short Title.

XXI. That this Act may be cited and referred to as and by the Short Title of "*Hall Dare*'s Estate Act, 1853."

XXII. That

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

XXII. That this Act shall not be a Public Act, and 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

The SCHEDULE to which the foregoing Act refers.

PART I.

Estates of which the said Elizabeth Grafton Hall Dare is the Equitable Tenant for Life, devised by the said Testator John Hopkins Dare, and including the Copyhold Hereditaments devised to the said Elizabeth Grafton Hall Dare for Life by the said Testator Robert Westley Hall Dare.

The Manor or Lordship of Theydon, otherwise Theydon Bois, in the County of Essex:
The Manor of Southall, in Rainham, in the said County:
The Manor or reputed Manor of Ryden, alias Rydden Court, in the said County:
The Manor or reputed Manor of Wennington, otherwise Wennington Hall, in the said County:
The Rectory of the Church of Theydon, otherwise Theydon Bois aforesaid:
The Tithe Rentcharge of 193*l.* 15*s.* out of certain Lands in the said Parish of Theydon Bois:
Also the following Messuages, Farms, Lands, and Hereditaments in the said County of Essex:

Occupiers.	Farms.	Parish.	Quantities.		
			A.	R.	P.
John and Thomas Surridge	Southall - -	Rainham - -	220	3	21
Thomas Circuit - -	Brick House - -	Ditto - -	66	0	26
George Hooper - -	Little Cold Harbour -	Ditto - - -	99	2	30
John Gore - -	The Ferry Lane and Reed's.	Ditto - -	2	3	4
John Hills - -	Marsh Land - -	Ditto - - -	33	1	38
John Francis - -	Ditto - - -	Ditto - -	45	2	4
—— Johnston - - -	Cottage and Garden -	Ditto - - -	0	1	1
In hand - -	The Spring Wood -	Ditto - -	5	1	13
Aaron Benton - -	East Hall - -	Wennington and Rainham.	231	1	7
In hand - -	Wennington Hall -	Wennington and Aveley	272	3	24
John Francis - -	Britton's and Wood Farm.	Hornchurch - -	154	1	9
William Roper - -	New Reeden Court -	Ditto - -	141	1	3
Philip Brown - -	Old Reeden Court -	Ditto - - -	109	1	39
William Seabrook - -	Bentry Heath - -	Dagenham - -	65	2	21
James Biggs - -	Marsh Green Farm -	Ditto - -	88	2	11
William Wederell jun. -	Parsonage Farm -	Theydon Bois - -	140	2	2
—— Gingell - -	Red Oaks - -	Theydon Bois and Loughton.	128	2	6
Elizabeth and Matthew Phillips.	Birch Hall - -	Ditto - -	124	2	20
Thomas Dosson - -	Black Acre - -	Ditto - - -	139	2	23
William Larter - -	On the Green - -	Theydon Bois - -	92	1	6
Ditto - - -	Late Palmer's - -	Ditto - - -	56	2	5

Hall Dare's Estate Act, 1853.

Occupiers.	Farms.	Parish.	Quantities. A.	R.	P.
Late Collier - -	Cottages and Land near Abridge.	Theydon Bois - -	34	1	7
—— Strange - - -	Cottage and Garden -	Ditto - - -	0	2	33
Benjamin J. Maynard -	Froghall - -	Ditto - -	3	0	12
William Styles - -	Cottage and Brick Field	Ditto - -	11	0	25
In hand - - -	Woodlands - -	Ditto - -	56	1	36
John Baker - - -	Cottage and Field -	Ditto - -	1	1	7
George Luffman - -	Cottage and Garden -	Ditto - - -	0	2	31
	Various Cottages -	Ditto - - -	0	3	11
	In the County of Surrey.				
James Hurt - -	Several Messuages or Tenements and Premises at Upper Tooting.	Streatham.			

And all other (if any) the Manors, Messuages, Farms, Lands, Tithes, Tithe Rentcharges, Advowsons, Tenements, and Hereditaments, now subject to the said recited Will of the said John Hopkins Dare, deceased, or comprised in the Deeds of Lease and Release, dated the 2d and 3d days of July 1838, in the above Act recited.

PART II.

Estates of which the said Robert Westley Hall Dare is the actual Tenant for Life, being the Estates devised by his Father the said Testator Robert Westley Hall Dare (exclusive of the Copyhold Hereditaments devised to the said Elizabeth Grafton Hall Dare for Life, and which are included in Part I. of this Schedule).

(A.)—THE FITZWALTERS ESTATE.

Tenants.	Farms.	Parish.	Quantities. A.	R.	P.
Francis M. Hall Dare -	Cottage and Land at Fitzwalters.	Shenfield - -	11	2	27
John Laver - -	The Dairy - -	Ditto - - -	130	0	22
William Moss - -	Chainbridge - - -	Shenfield and Mountnessing.	150	3	33
In hand - -	Woodlands - -	Ditto - -	31	3	11
James Boosey - -	Master John's - -	Ditto - - -	145	0	25
William Johnson - -	Heard's - -	Shenfield - -	130	3	27
James Read - -	Botany Bay - -	Doddinghurst and Mountnessing.	59	2	26
John Wright - -	Palmer's - -	Shenfield - -	164	2	11

(B.)—THE WENNINGTON ESTATE.

Tenants.	Farms.	Parish.	Quantities. A.	R.	P.
In hand - -	House and Marsh Land	Wennington and Rainham.	132	0	34
George Hooper - -	Marsh Land - -	Wennington -	148	0	34
William Blewitt - -	Ditto - -	Ditto - - -	57	0	10

And all other (if any) the Messuages, Farms, Lands, and Hereditaments forming the Fitzwalters and Wennington Estates devised by the said Testator Robert Westley Hall Dare.

Edward Sage.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1853.