ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 7.

An Act for enabling the Trustees of the Will of *Thomas Brown* Esquire, deceased, to invest the Funds subject to the Trusts of the Will of the said *Thomas Brown* in the Purchase of Real Estates in *Ireland*. [4th *August* 1853.]

Will of T. Brown, dated 8th Aug. 1848.

WHEREAS *Thomas Brown*, late of *Chorlton upon Medlock* in the County of *Lancaster*, Gentleman, deceased, by his Will dated the Eighth Day of *August* One thousand eight hundred and forty-eight, after ordering and directing that all his just Debts, the Expenses of his Funeral, and the Charges of the Probate and other Expenses attending the Execution of that his Will, should be paid and discharged, appointed *James Meadows*, *Joseph Scott Moore*, and *Alan Royle* Trustees and Executors of his said Will, with Power to compound Debts, and adjust or refer to Arbitration Claims either existing at his Death or subsequently arising against or in favour of his Estate, and to give Time to and to accept and renew or to release Securities from Persons indebted to his Estate, and to admit Claims which might have been barred by any Statute of Limitations, or which, from a Deficiency of Evidence or from any other Cause, could not be enforced by legal Process, but which his Trustees or

Executors might think ought to be admitted; and after giving divers Legacies and making certain specific Devises and Bequests he gave and devised his Share and Interest of and in the Lands, Tenements, Rents, Monies, and Real Estate at *Houghton* and *Manchester*, belonging to him and his late Partner, *William Clayton*, and also his unsold Land at or near the *Horrocks*, in *Manchester* aforesaid, and all other the Freehold, Copyhold, and Leasehold Estates, wheresoever situate, which should belong to him, or over which he should at his Decease have a disposing Power (excepting out of that Devise all Estates vested in him as a Trustee or Mortgagee), and he bequeathed all his residuary Personal Estate (that general Devise and Bequest being intended by him to cover and include all reversionary or other Interests in Real and Personal Estate which was the Subject of prior partial Dispositions by that his Will, but the whole and entire Estate or Property in which was not disposed of,) unto and to the Use of his said Trustees, their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature thereof respectively, nevertheless upon and for the Trusts, Intents, and Purposes therein-after expressed and declared of and concerning the same, and he directed that his Trustees should with all convenient Speed after his Decease collect, get in, and convert into Money all Debts owing to him, and such other Parts of his residuary Personal Estate as should not consist of Securities of the Descriptions therein-after authorized, and should invest the same upon some or One of such Securities, and should manage his residuary Real Estate, and collect and get in the Rents and Profits thereof, and thereout pay all Chief Rents, Insurance, Commission for Agency, and other incidental Expenses; and as to the net Income arising from his residuary Real and Personal Estate, he directed the said Trustees, when and as the same should be received, to pay the same into the proper Hands of his Daughter *Elizabeth*, the Wife of *Joseph Scott Moore*, for and during her natural Life, to and for her own sole and separate Use, Benefit, and Disposal, free from the Control or intermeddling of her then or any future Husband; and he declared and directed that the Receipts of his said Daughter should be good and sufficient Discharges to his said Trustees for so much of the said net Income as should be therein expressed to be received; and from and after the Decease of his said Daughter, then as to the said residuary Real and Personal Estate he directed that the same should be held in trust for all the Children, or such One or more of the Children, or an only Child of his said Daughter, either wholly, or in such Parts, Shares, and Proportions, Manner and Form, and to vest at such Time or Times, as his said Daughter, notwithstanding her then or future Coverture, by any her Deed or Deeds, or by her last Will and Testament, or any Codicil thereto, should direct or appoint, and in default of and subject to any such Direction or Appointment then in trust for the only Child, if but One, and

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if more than One, then for the Children of his said Daughter who should be living at the Time of her Decease, and the lawful Issue then living of any her Child or Children who should be then dead, Share and Share alike, his, her, and their several and respective Heirs, Executors, Administrators, and Assigns, the Issue of every such deceased Child nevertheless taking only, and if more than One equally amongst them, the Share which his, her, or their Parent would have been entitled to if living; and he directed his Trustees during the Minority of every Child of any of his Children who should be presumptively entitled to an Interest under that his Will to apply for the Maintenance and Education or otherwise for the Advancement in the World or general Benefit of such Children respectively the whole or any Part of the yearly Income of the Property or Share of Property to which he or she should be so presumptively entitled, and accruing during the Minority of every such Child so entitled, and to accumulate the unapplied yearly Income, if any, and he subjected the Accumulations to the like Trusts for the Maintenance and Education or otherwise for the Advancement in the World of such Children respectively, as the Case might be, during the Period aforesaid, and upon the Attainment of every such Child so entitled to the Age of Twenty-one Years the unapplied Accumulations of the yearly Income of the Property or Share of Property belonging to such Children respectively should be added to and form Part of the Property to which he or she should then become entitled in possession; and he ordered and directed, and declared it was his Will and Intention, that his said Daughter should not have or be entitled in anywise to any Estate or Interest whatsoever in any Part of his residuary Real or Personal Estate which could or might be sold, assigned, mortgaged, or alienated by her in any respect whatsoever; and that in case the beneficial Interest in the said residuary Real and Personal Estate, or any Part thereof, should at any Time during the Life of his said Daughter be or be attempted to be seized or taken in Execution upon any Judgment or Decree to be obtained against his said Daughter in any Court of Law or Equity, or if his said Daughter should petition the Court for the Relief of Insolvent Debtors, or any Court or any Commissioner, with the Intention of taking the Benefit of any Act or Acts of Parliament for the Relief of Insolvent Debtors, or if any Fiat in Bankruptcy should be at any Time awarded and issued against her under which she should be adjudged and declared a Bankrupt, or if his said Daughter should execute any Deed of Assignment or other Conveyance or any Mortgage or Charge of or upon her Interest in his residuary Real and Personal Estate, for the Benefit of her Creditors or any of them, then and in such Case the Trusts before declared of his residuary Real and Personal Estate in favour of his said Daughter should cease and determine, as would be the Case in the event of the natural Death

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and Decease of his said Daughter; and the said Testator empowered his Trustees to sell and dispose of, either by Public Auction or Private Contract, or by both Modes, all or any Part of the Lands, Buildings, and other Hereditaments (except chief or yearly Rents) thereby devised, upon and for such Terms or Prices as they should think fit; and he empowered his Trustees to let from Year to Year, or for any Term not exceeding Twenty-one Years, in possession, at such Rent and upon such Conditions as might be agreed upon, any Part of his Freehold, Leasehold, or Copyhold Estates; and he empowered his Trustees to lease for any Term of Years, in possession, any unsold Freehold, Copyhold, or Leasehold Land belonging to the Trust Estates respectively, together with the Buildings, if any, thereupon, either in consideration of a gross Sum of Money and of nominal Rent, or partly in consideration of a gross Sum of Money and partly in consideration of a Rent to be fixed with reference to the Conditions of the Lease, or wholly in consideration of such a Rent, every Lease under that Power, in case the Land should have been then built upon, to contain such Covenants from the Lessees for the Repair of the then present Buildings, and the Renewal thereof when necessary, or for the taking down or rebuilding of such then present Buildings, or for making Additions thereto or Improvements therein, and for the Payment of any reserved Rent, as his Trustees might in such Case think proper, and in case the Land should not have been then built upon then every such Lease to contain such Covenants from the Lessee for the Erection of new Buildings, and the subsequent Maintenance and Repair thereof, and for the Payment of any reserved Rent, as his Trustees might in each Case think proper, and every Lease made in pursuance of that Power to contain such other Covenants and Conditions (if any) as his Trustees should think proper with reference to the Consideration in and Circumstances of each Case; he also empowered his Trustees to sell any Freehold or Copyhold Land belonging to any Part of the Trust Estate, together with the Buildings, if any, thereupon, either wholly in consideration of a perpetual yearly Rent, or partly in consideration of a gross Sum of Money and partly in consideration of a perpetual yearly Rent, every such perpetual yearly Rent to be reserved as his Trustees should think proper, and all such last-mentioned Sales to be upon such Conditions as his Trustees should think proper, with reference to the Considerations of and Circumstances in each Case, and all such perpetual yearly Rents should be subject to the like Power of Sale, and the Disposition of the net Monies to arise thereby, as the Freehold and Copyhold Estates devised by his Will were subject to, and every gross Sum of Money produced by the Exercise of any of the Powers therein-before contained should be subject to the like Trusts as the Property in respect of the Sale or Disposition of which the same should have arisen were subject to; and he declared that in exercising any of the before-mentioned Powers

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for letting or leasing any his Freehold, Copyhold, and Leasehold Estates, or for selling, either wholly or partly in consideration of a perpetual yearly Rent, any Part of his Freehold or Copyhold Estates where he should have been and his Trustees should be entitled only to an undivided Share of any Freehold, Copyhold, or Leasehold Estates, the Powers therein-before contained should be deemed to extend to such undivided Share so as to enable his Trustees to join with the Parties interested in or entitled to let, lease, or sell the other undivided Share or Shares of such Estates, in letting, leasing, or selling the Entirety of the same Estates, in such Manner as might be thought desirable, and any reserved Rent which might form wholly or in part the Consideration for any such Lease or Sale might be reserved in such Manner, and the Covenants to be entered into by the Lessees or Purchasers might be entered into in such Manner, as his Trustees might consider proper, having regard to their Interest in such Rent and Covenants, and to the Interest of the other Parties interested therein, and in particular upon any Sale wholly or in part in consideration of a perpetual yearly Rent the Share which his Trustees would become entitled to of such Rent might be reserved for the Benefit of his Trust Estate as a separate Rent, and separate Covenants might be entered into by the Purchasers in like Manner as upon Sales for a like Consideration of Freehold or Copyhold Land the Entirety of which was devised by his Will, and also that where any Freehold, Copyhold, or Leasehold Estates which were to be leased or sold under any of the Trusts or Powers therein-before contained should be subject to any prior or over-riding Chief or Ground Rent, his said Trustees alone, or in conjunction with other Parties interested, might make and give Indemnities against such last-mentioned Chief or Ground Rent by way of Retainer of the Rent to be reserved, or by Charge upon some other Part of the Property subject to the same Trusts, or otherwise as might be found desirable; and he empowered his Trustees to make Partition of any Freehold, Copyhold, or Leasehold Estates in which he had an undivided Share, and to enter into and make such Contracts, Conveyances, Surrenders, Assignments, and other Assurances as might be deemed necessary to effect the same; and he declared that the Property acquired on any such Partition should be considered and treated as if the same had formed Part of the Estates thereby devised, and should be subject to all the Trusts and Powers of his Will applicable to the undivided Property in respect of which the same should be so acquired; and he empowered his Trustees to demise or join in demising all or any of the Mines, Quarries, Minerals, Stone, Clay, Sand, or Earths, whether previously opened or worked or not, to any Part or Share of which he had or might be entitled, or any of them or any Part thereof, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held therewith, and either with or without the Surface of the Lands in or under or near to

which the same should be, and whether the same had or had not been thitherto opened or worked, for any Term of Years not exceeding Sixty Years, to take effect in possession, together with all such Liberties, Licences, Powers, and Privileges for searching for, working, getting, washing, smelting, preparing, rendering merchantable, and disposing of the said Mines, Quarries, Minerals, Stone, Clay, Sand, or Earth, as to his said Trustees should seem expedient, so as there were reserved on every such Demise the best Rent or Rents, Tolls, Duties, Royalties, or Reservations, by the Acre, the Ton, or otherwise, to be incident to the immediate Reversion, that could be reasonably gotten, without taking anything in the Nature of a Fine, Premium, or Foregift, and as that there were contained in every such Demise a Power of Re-entry for Nonpayment or Nondelivery within a Time to be therein specified (not exceeding Forty Days) of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved, and so as the Lessee or Lessees did thereby covenant for the due Payment or Delivery of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved, and did also enter into such other Covenants, if any, as might be thought proper; provided always, that the Reservation of Rents, Tolls, Duties, or Royalties, the Amount of which should vary with or according to the Acreage worked, or the Minerals, Stone, Clay, Sand, or Earths gotten, should not be taken to be in the Nature of a Fine, Premium, or Foregift; and he also provided that all Fines, Rents, Tolls, Duties, or Royalties to be reserved or made payable pursuant to the Power lastly therein-before contained should not be considered Income, but should be added to the Corpus of his residuary Real and Personal Estate; and he directed his Trustees, during the Continuance of the Trusts of that his Will, to invest the Legacies therein-before given, and the Monies which should come to their Hands on account of the Capital of his residuary Personal Estate, in the Names of such Trustees, in or upon the Public Funds or Securities, or on Mortgage of Freehold, Copyhold, or Leasehold Estates in *England* or *Wales*, or on the Bond, Mortgage, Loan Note, or other Security of any Corporation, Railway, Canal, or Dock Company empowered to borrow Money on such Security, with Liberty for such Trustees to change the Investment from Time to Time for any other or others of the Description aforesaid; and he declared that that Direction to invest and Power to change the Investment should extend to the unapplied yearly Income therein-before directed to be accumulated; and he declared that the Receipts of his said Trustees should exonerate Purchasers and others paying or transferring Monies or Funds to such Trustees by virtue of his Will from all Liability in respect of the Application thereof; and he empowered his said Trustees to make any Sales, Leases, Purchases, or Investments, under the Trusts or Powers of that his Will, under any Conditions of Sale which might be thought proper, with reference to the Title, or Evidence in support

support of Title, to be adduced on the Occasion of any such Sales, Leases, Purchases, or Investments respectively, and also to enforce, abandon, or vary the Terms of any Contract for any Sale, Lease, Purchase, or Investment which might have been entered into, and generally to exercise all Powers and Discretions with reference to all Sales, Leases, Purchases, or Investments under the Trusts or Powers of his Will which if they had been concerned therein for their exclusive personal Benefit, and not as Trustees of his Will, they could or might have exercised: And whereas the said *Thomas Brown* made Three several Codicils to his said Will, containing certain pecuniary and specific Legacies, Devises, and Bequests, but not otherwise altering the Disposition of his residuary Real and Personal Estate: And whereas the said *Thomas Brown* departed this Life on or about the Twenty-fourth Day of *January* One thousand eight hundred and fifty, leaving *William Brown*, his eldest Son and Heir-at-Law, and the said *William Brown*, *Elizabeth Moore*, and *Richard Hancock Brown*, his next of Kin, him surviving, and his said Will and Codicils were on the Eighth Day of *February* One thousand eight hundred and fifty duly proved in the Prerogative Court of *Canterbury* by the said *James Meadows*, *Joseph Scott Moore*, and *Alan Royle*, the Executors in the said Will named: And whereas all just Debts, Legacies, Funeral Expenses, and the Charges of proving the Will of the said *Thomas Brown* deceased, have been fully paid, satisfied, or invested, in pursuance of the Trusts contained in the said Will: And whereas the residuary Real and Personal Estate of the said *Thomas Brown* deceased now consists of a small Freehold Farm at *Disley* in the County of *Chester*, certain Freehold Lands, Buildings, and Chief Rents arising from Lands and Hereditaments situate in the Parish of *Manchester*, One undivided Moiety of a certain Farm and Cottages situate at *Houghton* in the County of *Lancaster*, with One undivided Moiety or equal Half Part of and in the Coal Mines lying under the said last-mentioned Farm and Cottages, and also lying under certain other Lands and Hereditaments in *Houghton* aforesaid, and also of a large Sum of Money, amounting in the whole to the Sum of Sixty thousand Pounds and upwards, now invested in the several Securities authorized by the said Will: And whereas the said *Elizabeth Moore* has Two Children now living, and no more, namely, *Joseph Fletcher Moore*, an Infant under the Age of Twenty-one Years, being of the Age of Seventeen Years or thereabouts, and *Elizabeth Brown Moore*, an Infant under the Age of Twenty-one Years, being of the Age of Twelve Years or thereabouts: And whereas from the Age of the said *Elizabeth Moore*, and from the Length of Time which has elapsed since the Birth of her youngest Child, it is not probable that another Child will hereafter be born: And whereas, under the Provisions contained in the Will of the said *Thomas Brown* deceased, the said *Elizabeth Moore* is enabled to appoint the whole of the residuary Real and Personal Estate of the said

said *Thomas Brown* deceased after her Decease between her Children in such Proportions as she may think fit: And whereas the said *Elizabeth Moore* is extremely desirous that the residuary Personal Property of the said *Thomas Brown* deceased, over which she has such Power of Appointment, should be invested in the Purchase of Real Estate: And whereas such Purchase could now be made of certain Lands and Hereditaments herein-after mentioned situate in *Ireland*, under Circumstances very advantageous to all the Persons beneficially interested in the said residuary Personal Estate: And whereas it is highly desirable that the Trustees or Trustee for the Time being of the said Will of *Thomas Brown* deceased should be authorized, with the Consent in Writing of the said *Elizabeth Moore*, to invest the whole or any Part of the aforesaid residuary Personal Estate of the said *Thomas Brown* deceased in the Purchase of such Lands and Hereditaments, and that they should also be empowered to invest all or any Part of the Monies arising or to arise from the Exercise of the Powers of Sale contained in the Will of the said *Thomas Brown* in the Purchase of such Lands and Hereditaments, or in the Purchase of other Lands and Hereditaments adjoining to the same which may be conveniently held and enjoyed therewith; but the same cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Joseph Scott Moore* and *Elizabeth* his Wife, on behalf of themselves and of the said *Joseph Fletcher Moore* and *Elizabeth Brown Moore*, and also the said *James Meadows* and *Alan Royle*, do hereby 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,

Trustees of the Will of T. Brown authorized to invest his residuary Personal Estate in the Purchase of Real Estates.

I. That from and after the passing of this Act it shall be lawful for the said *James Meadows*, *Joseph Scott Moore*, and *Alan Royle*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, and other the Trustees or Trustee for the Time being of the Will of the said *Thomas Brown* deceased, from Time to Time, at their or his Discretion, to lay out and invest all or any Part of the residuary Personal Estate of the said *Thomas Brown* deceased in the Purchase of all such Estates and Interests in the Lands and Hereditaments herein-after mentioned as shall vest the same in the said Trustees or Trustee for an Estate in Fee Simple, or for a Lease or Leases renewable for ever, (that is to say,) the Manor or Lordship or Lands of *Kilbride*, with its several Sub-denominations, situated in the Parish of *Kilbride* in the Barony of *Lower Talbotstown* in the County of *Wicklow*, the Estate and Lands of *Kippure* otherwise *Keephour* otherwise *Keepewer* in the said Barony of *Lower Talbotstown* in the said County of *Wicklow*, the Townlands of

Shankhill

Moore's (Brown's Trustees) Estate.

Shankhill otherwise *Shankell*, *Buttermountain*, *Cloughlea* otherwise *Clogleagh* otherwise *Cloughoge*, *Scurloughs Leap* otherwise *Scorlicks Leap*, *Andoone* otherwise *Adowne* otherwise *Adoone* otherwise *Athdown*, *Glanbride*, *Knockatillane*, the *Lisseens*, *Ballyfolane*, *Ballyfoyle*, *Carrignagour*, and *Knockbane*, in the said Barony of *Lower Talbotstown* in the County of *Wicklow*, with full Power to enter into such Contracts and Agreements for the Purchase of such Manors, Messuages, Lands, and Hereditaments, and to vary or rescind the same, as to such Trustees or Trustee shall seem fit or expedient.

Trustees empowered to invest Monies arising under Powers of Sale, &c. contained in the Will in the Purchase of Estates.

II. That from and after the passing of this Act it shall be lawful for the said *James Meadows*, *Joseph Scott Moore*, and *Alan Royle*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, and other the Trustees or Trustee for the Time being of the Will of the said *Thomas Brown* deceased, from Time to Time, at their or his Discretion, to lay out and invest all or any Part of the Monies arising or to arise from the Exercise of the Powers of Sale contained in the Will of the said *Thomas Browne* deceased, with respect to or over the residuary Real Estate comprised in and devised by his said Will, and thereby authorized to be sold, in the Purchase of the before-mentioned Lands and Hereditaments, or of any Manors, Messuages, Lands, and Hereditaments of Inheritance in Fee Simple, or upon a Lease or Leases renewable for ever, which may adjoin any of the before-mentioned Lands and Hereditaments, or may be conveniently held and enjoyed therewith.

Purchase Money to be paid out of Trust Funds.

III. That for the Purpose of completing any such Purchase or Purchases as aforesaid it shall be lawful for the Trustees or Trustee for the Time being of the Will of the said *Thomas Brown* deceased, and they and he are and is hereby authorized and empowered, at their or his Discretion, to sell, transfer, and dispose of, or convert into Money, a sufficient Portion (or the whole, if necessary,) of the residuary Personal Estate for the Time being of the said *Thomas Brown* deceased, or of the Stocks, Funds, and Securities upon which such residuary Personal Estate may for the Time being be placed out or invested, and to apply the Money which may be produced by or arise from any such Sale, Transfer, Disposition, or Conversion, after Payment of the Costs, Charges, and Expenses attending the same, and also any Money which may have been received by the said Trustees or Trustee for or in respect of the Sale of any of the residuary Real Estates of the said *Thomas Brown* deceased, by his said Will authorized to be sold, and which may actually have been sold by the said Trustees or Trustee, under or in pursuance of such Authority, in and towards the Payment of the Purchase Money for the Manors, Messuages, Lands, and Hereditaments so purchased or agreed to be purchased, and also of the Costs, Charges, and Expenses preparatory

paratory to and attendant upon the making and Completion of such Purchase or Purchases.

No Purchase to be made without the Consent of Mrs. Moore.

IV. Provided nevertheless, That no Investment of any Part of the residuary Personal Estate, or of any Part of the Monies arising from the Sale of the residuary Real Estate of the said *Thomas Brown* deceased, in the Purchase of Lands and Hereditaments, under the Provisions of this Act, shall be made by the Trustees or Trustee for the Time being of the said Will of the said *Thomas Brown* deceased during the Life of the said *Elizabeth Moore*, unless with her Consent, to be signified by some Writing under her Hand.

Real Estates purchased to be held by the Trustees on certain Trusts.

V. That in case the Trustees or Trustee for the Time being of the said Will of the said *Thomas Brown* deceased shall at any Time lay out or invest his residuary Personal Estate, or any Part thereof, or the Monies arising from the Sale of his residuary Real Estate, or any Part thereof, in the Purchase of any Manors, Messuages, Lands, and Hereditaments, the Manors, Messuages, Lands, and Hereditaments so purchased or agreed to be purchased shall forthwith be conveyed by all proper Parties to and legally and effectually vested in such Trustees or Trustee, or in the Trustees or Trustee for the Time being of his said Will, and shall be held by the Trustees or Trustee to or in whom the same shall have been so conveyed or vested, their or his Heirs and Assigns, upon the Trusts, and for the Ends, Intents, and Purposes following; (that is to say,) as to such of the said Manors, Messuages, Lands, and Hereditaments as shall have been or shall be purchased with Money arising from the Sale, Transfer, or Disposition, or Conversion into Money, of the residuary Personal Estate of the said *Thomas Brown* deceased, or of the Stocks, Funds, and Securities upon which such residuary Personal Estate may have for the Time being been invested, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and charged and chargeable in the same Manner, and with, under, and subject to such and the same Power of Appointment by the said *Elizabeth Moore* amongst her Children, and other Powers, Provisions, Limitations, Conditions, and Restrictions as are in or by the said Will of the said *Thomas Brown* deceased limited, expressed, or declared with respect to his residuary Personal Estate, or such of them as shall be then subsisting or capable of taking effect, or as near thereto as the different Species of Property will admit, and also with and subject to the same Powers of leasing and Sale and of making Partition as in the same Will are contained with reference to the Real Estate therein comprised, and as to such of the said Manors, Messuages, Lands, and Hereditaments as shall have been or shall be purchased with any Money which may have been received by the said Trustees or Trustee for or in respect of the Sale of any of the residuary

residuary Real Estates of the said *Thomas Brown* deceased, by his said Will authorized to be sold, and which may actually have been sold by such Trustees or Trustee under or in pursuance of such Authority, upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and charged and chargeable in the same Manner, and with, under, and subject to such and the same Powers of leasing, Sale, and Partition, and the same Power of Appointment by the said *Elizabeth Moore* among her Children, and other Powers, Provisions, Limitations, Conditions, and Restrictions as are in or by the said Will of the said *Thomas Brown* deceased limited, expressed, or declared with respect to the residuary Real Estate comprised in and devised by his said Will, and thereby authorized to be sold, or such or so many of them as shall be then subsisting and capable of taking effect.

Expenses of obtaining the Act.

VI. That all the Costs, Charges, and Expenses of obtaining this Act, and all Proceedings which have been taken relative or preparatory thereto, shall be paid and discharged by the said Trustees or Trustee of the said Will of *Thomas Brown* deceased; out of such Part of the residuary Personal Estate of the said *Thomas Brown* deceased as shall consist of Money, or out of the Proceeds to arise from the Sale or Conversion into Money of a competent Part of the Stocks, Funds, or Securities upon which such residuary Personal Estate may be invested.

General Saving.

VII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Persons and Person, Bodies Politic, Corporate, and Collegiate, their and his Heirs, Successors, Executors, and Administrators, (other than and except the said *Joseph Scott Moore* and *Elizabeth* his Wife, their Children and Issue, and the Heirs, Executors, Administrators, and Assigns of them or any or either of them, and the Heirs, Executors, and Administrators of the said *Thomas Brown* deceased,) all Right, Title, and Interest which they or any of them could or might have held or enjoyed therein had this Act not been passed.

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

VII. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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