ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

***

and Remainders over, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, in such Sort, Manner, and Form in all respects, as the said *Jane Player*, *George Player* and *Mary Ann* his Wife, *Maria Jane Player*, and *Elizabeth Lydia Player*, or the Survivors or Survivor of them, and as to the said *Jane Player*, *Mary Ann Player*, *Maria Jane Player*, and *Elizabeth Lydia Player*, whether covert or sole, and if covert, notwithstanding any Coverture, should from Time to Time thereafter, by any Deed or Writing, with or without Power of Revocation and new Appointment, direct, limit, or appoint, and for default of and until such Direction, Limitation, or Appointment, and so far as any such, if incomplete, should not extend, as to Two undivided Third Parts of the said Messuages, Lands, and Hereditaments, to the Use of the said *Jane Player* and her Assigns for her Life, and as to the remaining One undivided Third Part thereof, to the Use of the said *George Player* and his Assigns for the joint Lives of the said *George Player* and the said *Jane Player*; and after the Decease of the said *George Player*, then as to the said last-mentioned One undivided Third Part to the Use of the said *Mary Ann Player* and her Assigns for the joint Lives of the said *Jane Player* and the said *Mary Ann Player*, and after the Decease of the said *Jane Player*, then as to and concerning the Entirety of the said Messuages, Lands, and Hereditaments, to the Use of the said *George Player* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Mary Ann Player* and her Assigns for her Life, without Impeachment of Waste, with Remainder to the Use of the said *Maria Jane Player* and *Elizabeth Lydia Player*, their Heirs and Assigns, for ever, as Tenants in Common, and not as Joint Tenants: And whereas by an Indenture of Appointment and Release, dated the Twenty-third Day of *July* One thousand eight hundred and twenty-two, and grounded on a Lease for a Year, dated the Twenty-second Day of *July* One thousand eight hundred and twenty-two, the Appointment and Release being made between the said *Jane Player*, *George Player* and *Mary Ann* his Wife, *Maria Jane Player*, and *Elizabeth Lydia Player* of the First Part, the said *Elizabeth Lydia Player* of the Second Part, *Thomas Robert Brigstocke* of *Blaen Pant* in the County of *Cardigan*, Esquire, of the Third Part, *William Thresher* of *Roche Court* in the County of *Southampton*, Esquire, and the Reverend *Augustus Brigstocke*, Fellow of *Jesus* College, *Oxford*, Clerk, of the Fourth Part, and the Reverend *James Henville* of *Wymering* in the said County of *Southampton*, Clerk, and *William Owen Brigstocke* of *Gelly-dowall* in the County of *Carmarthen*, Clerk, of the Fifth Part, in consideration of the Marriage then intended and which was shortly afterwards solemnized between the said *Thomas Robert Brigstocke* and *Elizabeth Lydia Player*, the said several Persons, Parties thereto of the First Part, with the Consent of the said *Thomas Robert Brigstocke*, did irrevocably direct, limit, and appoint that the undivided Moiety or Half Part of her

Indenture of Appointment and Release, dated 22d and 23d July 1822.

her the said *Elizabeth Lydia Player* of and in the Messuages, Lands, and Hereditaments comprised in the herein-before recited Indenture of Appointment and Release, and of and in their Appurtenances, should from thenceforth go, remain, continue, and be to the several Uses, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, and subject to the several Powers, Provisoes, Agreements, and Declarations therein-after expressed, declared, and contained concerning the same; and the said several Persons, Parties thereto of the First Part, at the Request and with the Consent of the said *Thomas Robert Brigstocke*, did grant and confirm unto the said *William Thresher* and *Augustus Brigstocke* the said One undivided Moiety or Half Part of her the said *Elizabeth Lydia Player* of and in the same Messuages, Lands, and Hereditaments, to hold the same unto the said *William Thresher* and *Augustus Brigstocke*, their Heirs and Assigns, for ever, to the Use, Intent, and Purpose that they the said *William Thresher* and *Augustus Brigstocke*, or the Survivor of them, or his Heirs, from and after the then intended Marriage, should, in the first place, by and out of the Rents, Issues, and Profits of the said Moiety and Premises, raise and levy the clear yearly Sum therein mentioned for the said *Jane Player* and her Assigns for her Life, and after the raising thereof, and subject thereto, to the Use of the said *George Player* and his Assigns for his Life, without Impeachment of Waste, and after the Decease of the said *George Player* to the Use of the said *Mary Ann Player* and her Assigns for her Life, without Impeachment of Waste, and after the Decease of the Survivor of them the said *George Player* and *Mary Ann* his Wife to the Use of the said *Elizabeth Lydia Player* and her Assigns for her Life, without Impeachment of Waste, and after the Determination of that Estate, by Forfeiture or otherwise, in her Lifetime, to the Use of the said *William Thresher* and *Augustus Brigstocke*, and their Heirs, during the Life of the said *Elizabeth Lydia Player*, but to permit the said *Elizabeth Lydia Player* and her Assigns to receive the Rents thereof for her and their own Use, and from and immediately after the Decease of the said *Elizabeth Lydia Player* to the Use of all and every or such One or more of the Child or Children of the said *Elizabeth Lydia Player*, either by the said *Thomas Robert Brigstocke*, her then intended Husband, or, in case of his Death, by any future Husband or Husbands, in such Manner and Form, and in such Parts, Shares, and Proportions, and for such Estate or Estates, Interest or Interests, and charged and chargeable with such Sum, and in such Manner and Form, and under and subject to such Conditions and Restrictions, as the said *Thomas Robert Brigstocke* and the said *Elizabeth Lydia Player*, his then intended Wife, should from Time to Time and at any Time during their joint natural Lives, by any Deed or Deeds, Instrument or Instruments, in Writing, with or without Power of Revocation and new Appointment, to be by them both signed, sealed, and delivered in the Presence of and attested by One, Two,

Two, or more credible Witness or Witnesses, jointly direct, limit, or appoint, and in default of any such joint Direction, Limitation, or Appointment, and so far as any such, if incomplete, should not extend, to the Use of all and every or such One or more of the Child or Children of the said *Elizabeth Lydia Player*, either by the said *Thomas Robert Brigstocke*, her then intended Husband, or, in case of his Death, by any future Husband or Husbands, in such Manner or Form, and in such Parts, Shares, and Proportions, and for such Estate or Estates, Interest or Interests, and charged and chargeable with such Sums, and in such Manner and Form, and under and subject to such Conditions and Restrictions, as the said *Elizabeth Lydia Player* alone, notwithstanding her Coverture, should from Time to Time and at any Time during her natural Life, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by her signed, sealed, and delivered in the Presence of and attested by One, Two, or more credible Witness or Witnesses, or by her last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing in the Nature of or purporting to be her last Will and Testament or Codicil, to be by her signed, sealed, published, and declared in the Presence of and attested by Three or more credible Witnesses, direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, and so far as any such, if incomplete, should not extend, to the Use of all and every the Children and Child of the said *Elizabeth Lydia Player* as well by the said *Thomas Robert Brigstocke* as by any other after-taken Husband or Husbands, and of their several and respective Heirs and Assigns, for ever, to be equally divided between and amongst them, if more than One, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and if there should be but One such Child, then to the Use of such One Child, and his or her Heirs and Assigns for ever, and in case any One or more of the said Children should die under the Age of Twenty-one Years, without leaving any Issue of his, her, or their Body or respective Bodies lawfully begotten living at the Time of his, her, or their Death or respective Deaths, or born in due Time after, then as to and concerning the original Share of and in the said undivided Moiety, Hereditaments, and Premises which should belong to the said Child or Children respectively so dying as aforesaid under the Limitations therein-before contained, and also as to the Share or respective Shares of and in the same undivided Moiety, Hereditaments, and Premises surviving or accruing under that present Limitation of Cross Remainder, to the Use of the other or others of the same Children, to be equally divided between them, if more than One, Share and Share alike, as Tenants in Common, and his, her, or their Heirs and Assigns, for ever; and it was by the Indenture now in recital provided, that it should and might be lawful for the said *George Player* and *Mary Ann Player* during their joint natural Lives, and for the said *George Player* after her Decease, during his Life, without the Consent of the said *Jane Player*, *Maria Jane Player*, and

and *Elizabeth Lydia Player*, or either of them, and also after the Decease of the said *George Player* to and for the said *Mary Ann Player* and *Elizabeth Lydia Player*, notwithstanding her Coverture, and the said *Maria Jane Player*, and also to and for the said *Elizabeth Lydia Player*, notwithstanding her Coverture, and, in case of the Death of the said *Mary Ann Player*, jointly with the said *Maria Jane Player*, or the Person or Persons for the Time being entitled to the other Moiety of the said Hereditaments, from Time to Time, by Indenture or Indentures, to be signed, sealed, and delivered as therein mentioned, to demise or lease all or any Part of the Entirety of the said Messuages, Lands, and Hereditaments, which were then let for the Term of Ninety-nine Years, determinable with any Life or Lives, to any Person or Persons, for any new or further Term or Terms for Years determinable with One, Two, or Three Lives, taking such Fine or Premium for the same as should be agreed on between the Person or Persons for the Time being acting in execution of the Power now in recital and the Lessee or Lessees or Person or Persons taking such Lease or Leases, and either with or without any Covenant for perpetual Renewal, and also to renew any then existing or future Lease or Leases, in pursuance of any then existing or future Covenant or Covenants for perpetual Renewal, so that no more than Three Lives be in being at any One Time on any One Messuage, Estate, or Hereditaments so demised or to be demised, and so as that the usual and accustomed Rents and Heriots be reserved and made payable on every such Lease or Demise, and the usual and present Covenants were contained in every such Lease, and so as that the Lessee or Lessees should execute a Counterpart of every such Lease, and also to demise or lease all or any Part of the said Messuages, Lands, and Hereditaments not then let for Ninety-nine Years, determinable with Life or Lives, unto any Person or Persons who should be willing and should covenant to improve the same, by erecting or building thereon any new House or Houses, Erections, or Buildings, or to rebuild and repair any of the Messuages, Erections, or Buildings which then were or thereafter should be on the Site of the same Hereditaments, or any Part thereof, or to expend such Sums of Money in the Improvement thereof respectively, as should be thought adequate for the Interest therein respectively to be parted with, either with or without Liberty for the Lessee or Lessees to take down all or any Part or Parts of any Buildings which might be standing on the Hereditaments in any such Lease or Leases to be comprised, and to convert and dispose of the Materials thereof to such Uses as should be therein mentioned and agreed upon, and also to lay out and appropriate any Part of the Hereditaments comprised in such Lease or Leases as and for a Yard or Yards, Garden or Gardens, to any Building or Buildings built or to be built upon the Premises, or as and for a Way or Ways, Street or Streets, Road or Roads, Avenue or Avenues, Passage or Passages, Sewer or Sewers, for the Use and

Convenience of the Lessee or Lessees or other Tenants or Occupiers of the Premises, in such Manner as should be mentioned and agreed upon in such Lease or Demise, so as such Lease or Demise were for any Term or Number of Years determinable on the dropping of One Life or Two or Three Lives all in being at one and the same Time, with or without Covenants for the perpetual Renewal of such Lease or Leases, and in case such Covenant for Renewal, then upon Payment of a Fine on the Death of every Life of not less than Five Pounds, and so as that there were reserved in each such last-mentioned Lease or Demise the best and most improved yearly Rent that could be reasonably had or gotten for the same at the Time of making such Lease or Leases, such Rents to be made payable quarterly, free from all Deductions whatsoever, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making such Leases or Demises, and so as there were contained in such Leases or Demises respectively Covenants from the respective Lessees to pay the Rents thereby respectively to be reserved, and to build and keep in repair the Messuages, Erections, and Buildings which might have been or might be agreed to be erected and built on the Premises, or might be erecting and building thereon at the Time of the Execution of such Lease or Leases, and to surrender and leave in repair the Messuages, Erections, and Buildings to be erected and built, or rebuilt and repaired, on the Premises thereby respectively to be leased, at the End of the Term and Terms in such Leases to be granted, and so as that there were contained in such Leases or Demises respectively a Power for the Lessors or Lessor, their, his, or her Surveyors and Agents, to enter upon the Premises, to inspect the State and Condition thereof, and so as there were contained in every such Lease or Leases Conditions of Re-entry for Nonpayment of the Rent thereby to be reserved, or for Nonperformance of the Covenants, Provisoes, and Conditions on the respective Lessees Part, and so as the respective Lessees did execute Counterparts of their respective Leases: And whereas a Marriage between the said *Thomas Robert Brigstocke* and *Elizabeth Lydia Player* was duly solemnized shortly after the Date and Execution of the lastly hereinbefore recited Indenture, and there has been Issue of the said Marriage Seven Children, namely, *Mary Harriette Player Brigstocke*, *Georgina Eustatia Player* (now the Wife of *James Butler Fellowes*), *Elizabeth Lydia Player Brigstocke*, *George Campbell Henville Player Brigstocke*, and *William Benett Player Brigstocke*, *Josephine Maria Player Brigstocke*, and *Caroline Julia Player Brigstocke*; and the said *Josephine Maria Player Brigstocke* and *Caroline Julia Player Brigstocke* died in their Infancy, that is to say, the said *Josephine Maria Player Brigstocke* on or about the Thirteenth Day of *January* One thousand eight hundred and thirty-nine, and the said *Caroline Julia Player Brigstocke* on or about the Twentieth Day of *January* One thousand eight hundred and twenty-seven; and the said *Mary Harriette*

Marriage between T. R. Brigstocke and E. L. Player.

Brigstocke's (or Player's) Estate.

Player Brigstocke, *Georgina Eustatia Player Fellowes*, and *Elizabeth Lydia Player Brigstocke* have severally attained the Age of Twenty-one Years, and the said *George Campbell Henville Player Brigstocke* and *William Benett Player Brigstocke* are respectively under the Age of Twenty-one Years: And whereas the said *Jane Player* died on or about the Seventeenth Day of *March* One thousand eight hundred and twenty-six, and the said *George Player* died on or about the Thirtieth Day of *April* One thousand eight hundred and forty-three, and the said *Mary Ann Player* died on or about the Twenty-fifth Day of *April* One thousand eight hundred and thirty-nine: And whereas by a Deed Poll under the Hands and Seals of the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, dated the Twelfth Day of *July* One thousand eight hundred and forty-three, after reciting the said Indentures of the Twenty-second and Twenty-third Days of *July* One thousand eight hundred and twenty-two, the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, in exercise and execution of the Power and Authority in them jointly vested, did subject and charge the Moiety and Hereditaments by the said Indenture of Settlement appointed and released, or which were or should be subject to the Uses or Trusts by the said Indenture declared, from and after the Decease of the said *Elizabeth Lydia Brigstocke*, with the Payment out of the Rents and Profits of the said Premises unto the said *Mary Harriette Player Brigstocke*, *Georgina Eustatia Player Brigstocke*, *Elizabeth Lydia Player Brigstocke*, and *William Benett Player Brigstocke*, as should survive the said *Elizabeth Lydia Brigstocke*, of the Sum of Two hundred and fifty Pounds, within One Calendar Month after the Decease of the said *Elizabeth Lydia Brigstocke*, and also with the Payment out of the Rents of the said Moiety to the said *Mary Harriette Player Brigstocke*, *Georgina Eustatia Player Brigstocke*, *Elizabeth Lydia Player Brigstocke*, and *William Benett Player Brigstocke*, as should survive the said *Elizabeth Lydia Brigstocke*, of a yearly Rent-charge of Two hundred and fifty Pounds, and of the further annual Rent-charge of One hundred Pounds for the Rent of a Dwelling House to be for their common Enjoyment; and, subject as aforesaid, the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife did limit and appoint that the said Moiety, Hereditaments, and Premises should after the Death of the said *Elizabeth Lydia Brigstocke* remain and be to the Use of the said *George Campbell Henville Player Brigstocke*, and his Heirs Male, with Remainder to the Heirs of his Body, with Remainder to the Use of the said *William Benett Player Brigstocke*, and the Heirs of his Body, with Remainder to the Use of each of them the said *Mary Harriette Player Brigstocke*, *Georgina Eustatia Player Brigstocke*, and *Elizabeth Lydia Player Brigstocke*, in succession, and to the Heirs of their Bodies respectively, with Remainder to the Use of the said *George Campbell Henville Player Brigstocke*, his Heirs and Assigns, for ever; and the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife did by the

Deed Poll, dated 12th July 1843.

the Deed now in recital declare that it should be lawful for them the said *Thomas Robert Brigstocke* and *Elizabeth Lydia Brigstocke*, during their joint Lives, or for the said *Elizabeth Lydia Brigstocke*, if she should survive the said *Thomas Robert Brigstocke*, by any Deed or Instrument in Writing, to be by them or her signed, sealed, and delivered in the Presence of and attested by One or more credible Witnesses, from Time to Time to revoke or alter all or any of the Limitations, Charges, Provisoes, and Declarations thereby limited and declared, and by the same or any other Deed or Instrument in Writing, to be executed and attested in like Manner, to direct or appoint any Use or Uses of the said Moiety, Hereditaments, and Premises as should be authorized by the said Indenture of Settlement of the Twenty-third Day of *July* One thousand eight hundred and twenty-two: And whereas by a Deed Poll under the Hands and Seals of the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, dated the Twenty-seventh Day of *March* One thousand eight hundred and forty-six, after reciting the said Deed Poll dated the Twelfth Day of *July* One thousand eight hundred and forty-three, the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife did by the Deed now in recital absolutely revoke all and every of the Limitations, Charges, Provisoes, and Declarations by the said Deed Poll of the Twelfth Day of *July* One thousand eight hundred and forty-three limited and declared, and did direct and appoint that all and every the said undivided Moiety, Messuages, or Tenements, Farms, Lands, Hereditaments, and Premises whatsoever, by the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two appointed and released, or which were or should be subject to the Uses and Trusts by the same Indenture declared, should from and after the Decease of the said *Elizabeth Lydia Brigstocke* go, remain, and be to the Use of the said *George Campbell Henville Player Brigstocke*, his Heirs and Assigns, for ever, but charged and chargeable with the Payment to each of them the said *Mary Harriette Player Brigstocke*, *Georgina Eustatia Player Brigstocke*, *Elizabeth Lydia Player Brigstocke*, and *William Benett Player Brigstocke* respectively of the Sum of Six thousand Pounds, with Interest thereon after the Rate of Five Pounds *per Centum per Annum* from the Decease of the said *Elizabeth Lydia Brigstocke*, such Interest to be paid and payable by equal half-yearly Payments, the First of such Payments to be made at the Expiration of Six Calendar Months next after the Decease of the said *Elizabeth Lydia Brigstocke*, and that the Sum of Six thousand Pounds so made chargeable in favour of the said *Mary Harriette Player Brigstocke*, *Georgina Eustatia Player Brigstocke*, and *Elizabeth Lydia Player Brigstocke* respectively, and the Interest thereof, should be for her sole and separate Use, independently of any Husband, and of his Debts, Control, Interference, or Engagements, and that her own Receipt in Writing should be a sufficient Discharge for the same; and in the

Deed Poll, dated 27th March 1846.

Deed

Brigstocke's (or Player's) Estate.

Deed now in recital a Power is reserved to the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, during their joint Lives, or for the said *Elizabeth Lydia Brigstocke*, if she should survive the said *Thomas Robert Brigstocke*, by any Deed or Instrument in Writing, to be by them or her signed, sealed, and delivered in the Presence of and attested by One or more credible Witness or Witnesses, to revoke or alter, as to all or any Parts of the said Moiety, Hereditaments, and Premises, or as to all or any Part of the said several Sums of Six thousand Pounds, or the Interest thereon, all or any of the Uses, Charges, Provisoes, Limitations, and Declarations therein-before limited and contained, and by the same or any other Deed or Instrument in Writing, to be executed and attested in like Manner, to direct, limit, appoint, or declare any such new or other Use or Uses, Charges, Trusts, Powers, Provisoes, Limitations, and Declarations concerning the same Moiety, Hereditaments, Monies, Interest, and Premises respectively, or any of them, or any Part or Parts thereof respectively, as might be authorized by the Power of Appointment contained in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two, or would have been authorized by such Power in case the therein-before recited Deed Poll and the Deed now in recital respectively had not been executed: And whereas by an Indenture bearing Date the Seventh Day of *April* One thousand eight hundred and forty-six, and made between Sir *James Fellowes* of the First Part, *James Butler Fellowes* of the Second Part, the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife of the Third Part, *Georgina Eustatia Player Brigstocke* of the Fourth Part, and *Henry Alworth Merewether* and *John Henry Hearn* of the Fifth Part, being the Settlement made in contemplation of a Marriage between the said *James Butler Fellowes* and *Georgina Eustatia Player Brigstocke*, it is witnessed, that in consideration of the Marriage then intended, and for the more absolutely and perfectly securing the Payment of the said Sum of Six thousand Pounds to the said *Georgina Eustatia Player Brigstocke* and her Issue, as therein-after mentioned, the said *Thomas Robert Brigstocke*, for himself and the said *Elizabeth Lydia* his Wife (she thereby consenting thereto), and for his and her Heirs, Executors, and Administrators, did covenant with the said *Henry Alworth Merewether* and *John Henry Hearn*, that the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife would not, and that the said *Elizabeth Lydia Brigstocke* in case of her surviving the said *Thomas Robert Brigstocke* would not, at any Time thereafter, revoke, annul, or make void the Appointment made by the said Deed Poll of the Twenty-seventh Day of *March* then last, so far as related to the said Sum of Six thousand Pounds and Interest so charged and made chargeable in favour of the said *Georgina Eustatia Player Brigstocke*; and it is by the Indenture now in recital further witnessed, that in consideration of the said intended Marriage the said *James Butler Fellowes* did covenant with the said *Henry Alworth*

Indenture, dated 7th April 1846.

Merewether and *John Henry Hearn*, their Executors, Administrators, and Assigns, that in case the said Marriage should be solemnized the said *James Butler Fellowes* and *Georgina Eustatia Player Brigstocke* would, as soon as conveniently might be after the said *Georgina Eustatia Player Brigstocke* should have attained the Age of Twenty-one Years, well and sufficiently assign and assure the said Sum of Six thousand Pounds, with Interest to become due thereon, to the said *Henry Alworth Merewether* and *John Henry Hearn*, their Executors, Administrators, and Assigns; and it was declared that the said *Henry Alworth Merewether* and *John Henry Hearn* should stand possessed of the said Monies, Funds, and Premises upon trust during the Life of the said *Georgina Eustatia Player Brigstocke* to continue the said Sum of Six thousand Pounds upon the Security of the said Moiety, Hereditaments and Premises, so appointed to the said *George Campbell Henville Player Brigstocke* by the said Deed of the Twenty-seventh Day of *March* then last, with Interest thereon at Five Pounds *per Centum per Annum*, and pay and apply such Interest, as and when received, unto or for the Benefit of or otherwise permit the same to be received by the said *Georgina Eustatia Player Brigstocke* for her Life for her sole and separate Use, independently and exclusive of her Husband, and so as not to be in any Manner liable to his Debts, Control, or Engagements, and so that the said *Georgina Eustatia Player Brigstocke* should not have any Power to alien or charge such Interest, or to anticipate the growing Payments, and that her Receipt alone, notwithstanding her Coverture, should be a sufficient Discharge, and after her Decease, as to the said Sum of Six thousand Pounds, upon trust either to allow the same to continue a Charge on the said Moiety and Hereditaments, or to call in and compel Payment thereof, and to re-invest on Government, Real, or long Leasehold Security, bearing Interest, and to stand possessed of the said Sum, and the Stocks on which the same should be invested, in trust for the Child, or, if more than One, all the Children, of the said intended Marriage, or for One or more of such Children to the Exclusion of the other or others, or for the Issue of such Child or Children, or One or more of such Issue, in such Shares, and to be vested and payable at such Time or Times, and with such Conditions, Limitations over, and Provisions, such Conditions, Limitations over, and Provisions to be in all Cases for the Benefit of such Child and Children or Issue as the said *Georgina Eustatia Player Brigstocke* should, whether covert or sole, and if covert notwithstanding her Coverture, by Deed or Will direct or appoint, give or devise the same, and in default of such Direction or Appointment, Gift or Bequest, and so far as the same should not extend, to and for the Use and Benefit of all the Children or any the Child of the said intended Marriage who being a Son or Sons should attain Twenty-one, or being a Daughter or Daughters should attain that Age, or marry under that Age, if more than One, in equal Shares, as Tenants in

Brigstocke's (or Player's) Estate.

in Common, the Share of each such Child, being a Son, at the Age of Twenty-one Years, and being a Daughter, at that Age or Marriage, which should first happen, or as soon afterwards as the Decease of the said *Georgina Eustatia Player Brigstocke* would admit of, and in case the said *Georgina Eustatia Player Brigstocke* should die without Issue, or being such they should all die without having attained a vested Interest in the said Trust Monies and Securities, then the said Sum of Six thousand Pounds should not be raised or paid, or if raised and invested the said Sum so invested, or so much as should remain undisposed of, should belong to and be for the Use and Benefit of the said *George Campbell Henville Player Brigstocke*, or other the Person or Persons for the Time being entitled to the said Moiety and Hereditaments: And whereas a Marriage was duly solemnized between the said *James Butler Fellowes* and *Georgina Eustatia Player Brigstocke* on the Eighth Day of *April* One thousand eight hundred and forty-six: And whereas by an Indenture dated the Twenty-ninth Day of *December* One thousand eight hundred and forty-eight, and made between the said *James Butler Fellowes* and *Georgina Eustatia Player* his Wife of the one Part, and the said *Henry Alworth Merewether* and *John Henry Hearn* of the other Part, it is witnessed, that in performance of the said Covenant in that Behalf the said *James Butler Fellowes* and *Georgina Eustatia Player* his Wife did assign, transfer, and set over unto the said *Henry Alworth Merewether* and *John Henry Hearn*, their Executors, Administrators, and Assigns, the said Sum of Six thousand Pounds, together with all Interest which from the Decease of the said *Elizabeth Lydia Brigstocke* should grow or become due thereon, so charged upon the said Moiety and Hereditaments, to hold the same unto the said *Henry Alworth Merewether* and *John Henry Hearn*, their Executors, Administrators, and Assigns, upon the Trusts declared thereof by the last herein-before recited Indenture: And whereas, by a Deed Poll under the Hands and Seals of the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, dated the Fourth Day of *September* One thousand eight hundred and forty-nine, the said *Thomas Robert Brigstocke* and *Elizabeth Lydia Brigstocke*, in exercise and execution of the Power and Authority for that Purpose reserved to them by the said Deed Poll of the Twenty-seventh Day of *March* One thousand eight hundred and forty-six, did absolutely revoke all and every of the Limitations, Charges, Provisoes, and Declarations in the said Deed Poll of the Twenty-seventh Day of *March* One thousand eight hundred and forty-six limited and declared concerning the said undivided Moiety, Messuages, or Tenements, Farms, Lands, Hereditaments, and Premises therein mentioned, except so far as respected the said Sum of Six thousand Pounds and the Interest thereon, thereby charged upon the said Moiety and Premises, to and for the Benefit of the said *Georgina Eustatia Player Brigstocke*, and also except the Power of Revocation and new Appointment

Indenture, dated 29th December 1848.

Deed Poll, dated 4th September 1849.

Brigstocke's (or Player's) Estate.

Appointment thereby reserved to the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife; and by the Deed now in recital the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, in exercise and execution of the Power or Authority in them vested by the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two and the said Deed Poll of the Twenty-seventh Day of *March* One thousand eight hundred and forty-six respectively, or either of them, did, and each of them did, by the Deed Poll now in recital, direct and appoint that all and every the said undivided Moiety, Messuages, or Tenements, Farms, Lands, Hereditaments, and Premises whatsoever, by the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two appointed and released, or which were or should be subject to the Uses or Trusts by the same Indenture declared, with their respective Appurtenances, should, from and after the Decease of her the said *Elizabeth Lydia Brigstocke*, go, remain, and be to the Use of the said *Mary Harriette Player Brigstocke*, her Heirs and Assigns, for ever, subject to the Payment of the said Sum of Six thousand Pounds and the Interest thereof to the said *Georgina Eustatia Player Fellowes*, as appointed in and by the said Deed Poll of the Twenty-seventh Day of *March* One thousand eight hundred and forty-six, and also subject to and charged and chargeable with the Payment to each of them the said *George Campbell Henville Player Brigstocke*, *Elizabeth Lydia Player Brigstocke*, and *William Benett Player Brigstocke*, and their respective Assigns, during their Lives, by equal half-yearly Payments on the First Day of *January* and the First Day of *July*, of the annual Sum of Three hundred Pounds, with a proportionate Part of such Annuity from the Decease of the said *Elizabeth Lydia Brigstocke*, on such one of the said Days as should first occur after her Decease; and in the Deed Poll now in recital a Power is reserved to the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, during their joint Lives, or for the said *Elizabeth Lydia Brigstocke*, if she should survive the said *Thomas Robert Brigstocke*, by any Deed or Deeds, Instrument or Instruments in Writing, to be by them or her signed, sealed, and delivered in the Presence of and attested by One or more credible Witness or Witnesses, from Time to Time to revoke or alter, as to all or any Parts of the said Moiety, Hereditaments, and Premises, or as to all or any Part of the said several Sums of Money except the said Sum of Six thousand Pounds and the Interest thereof so appointed and charged for the said *Georgina Eustatia Player Fellowes*, all or any of the Uses, Charges, Provisoes, Limitations, and Declarations therein-before limited, expressed, and contained, and by the same or any other Deed or Deeds, Instrument or Instruments in Writing, to be executed and attested in like Manner, to direct, limit, and appoint or declare any such new or other Use or Uses, Charges, Trusts, Powers, Provisoes, Limitations, and Declarations of and concerning the same Moiety, Hereditaments,

Hereditaments, Monies, Interests, and Premises respectively as might be authorized by the aforesaid Power of Appointment contained in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two, or would have been authorized by such Power in case the herein-before recited Deeds Poll and the Deed now in recital respectively had not been executed: And whereas there has been Issue of the said Marriage between the said *James Butler Fellowes* and *Georgina Eustatia Player Fellowes* Two Children, and no more, namely, *Eustatia Elizabeth Margaret Fellowes* and *Ellinor Johanna Player Fellowes*, both of whom are Infants: And whereas the Messuages, Lands, and Hereditaments One undivided Moiety whereof was comprised in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two are conveniently situated for building Houses and other Erections thereon, and are capable of being otherwise greatly improved, and the Powers to lease contained in that Indenture are in Practice found to be insufficient to induce Parties to take Leases for these Purposes; and it would greatly increase the Value of the same Hereditaments, and be very beneficial to the Persons who are or shall be entitled to or interested in the same under the herein-before recited Deeds, if Powers were created for demising and leasing, and entering into Contracts for demising and leasing, the same, for those Purposes, for long Terms of Years absolute, and not determinable on a Life or Lives, and of demising and leasing any of such Hereditaments already let for Terms of Years determinable with Lives for similar Terms of Years absolute: And whereas the said Power to renew Leases contained in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two is confined to the said *Elizabeth Lydia Brigstocke*, and will determine on her Decease, and it is desirable to extend such Power so as to provide for the Renewal of Leases after her Decease: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Thomas Robert Brigstocke* and *Elizabeth Lydia Brigstocke* his Wife, *Mary Harriette Player Brigstocke*, *James Butler Fellowes* and *Georgina Eustatia Player Fellowes* his Wife, and *Elizabeth Lydia Player Brigstocke*, and the said *Thomas Robert Brigstocke* on behalf of his infant Children, the said *George Campbell Henville Player Brigstocke* and *William Benett Player Brigstocke*, and the said *James Butler Fellowes* on behalf of his infant Children the said *Eustatia Elizabeth Margaret Fellowes* and *Ellinor Johanna Player Fellowes*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *Elizabeth Lydia Brigstocke* Power to grant Leases.

Brigstocke during her Life, whether covert or sole, and after her Decease for the said *Thomas Robert Brigstocke*, or other the Person for the Time being appointed in his Place, under the Power for that Purpose herein-after contained, during the Lives and Life of the Children of the said *Elizabeth Lydia Brigstocke*, and of the Survivors and Survivor of them, and either in pursuance or not in pursuance of any previous Contract or Contracts, by Indenture or Indentures, to be sealed and delivered by her or him in the Presence of and to be attested by a Witness, to demise or lease any Part or Parts of the Hereditaments One undivided Moiety whereof was comprised in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two, with the Buildings and Improvements, if any, upon or to the same, and the Appurtenances, for any Term or Number of Years, in possession, to any Person or Persons whomsoever who (except in the Case of Leases granted on the Surrender of subsisting Leases) hath or have substantially improved or repaired, or shall be willing substantially to improve or rebuild or repair, any of the Houses or Buildings to be comprised in such Demise or Lease, or hath or have erected and built, or shall be willing to erect and build, any House or Houses or other Buildings in lieu or stead thereof or in addition thereto, or on any Part of the Hereditaments to be comprised in such Demise or Lease whereon no Building shall be then standing, or who shall be willing to annex any of the same Hereditaments for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the same Hereditaments or any Part thereof, or who shall have otherwise improved or be willing otherwise to improve the same Hereditaments or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings standing or being upon or within the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and allot all or any Part or Parts of the Lands to be comprised in any such Lease or Leases, as and for the Site of any Streets, Squares, Crescents, or open Places, Roads, Ways, Avenues, Passages, Sewers, Drains, Landing Places, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the same Premises or any Part or Parts thereof, or for the general Improvement thereof; and also with or without Liberty for the Lessee or Lessees to dig and excavate, in or under any Part of the Land or Ground which may be so set out and allotted for Streets, Squares, Crescents, or other open Places, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, Arches, Cellars, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground

Brigstocke's (or Player's) Estate.

Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid; and also with or without any other Liberties or Privileges which to the Person for the Time being exercising this present Power shall seem reasonable, and as are usual in Leases of a similar Description; so as in every such Lease or Demise there be reserved and made payable the best yearly Rent that (due Consideration and Regard being had to the existing and all future Lease or Leases, so far as such Lease or Leases respectively do or may relate to the Land or Hereditaments to be demised or leased, and the Stipulations contained therein,) can be reasonably had or gotten for the same, such Rent to be made payable quarterly, free from all Deductions whatsoever (except the Income or Property Tax and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except, and which Exceptions shall be or not be made at the Discretion of the Person for the Time being exercising this present Power), and to commence and take effect either from the Date of every such Lease or Demise, or at the End or within the Period of Ten Years to be computed from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the said Ten Years; and so that every such Lease or Demise be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making the same; and so as in every such Lease or Demise made for the Purpose of having Buildings erected or constructed there shall be contained a Covenant with the Person for the Time being exercising this present Power, on the Part of the Lessee or Lessees, to build, construct, and finish the Buildings which may be agreed to be built or constructed on the Premises within a Time to be specified for that Purpose, and to keep in repair during the Term such Buildings; and so as in every such Lease or Demise made for the Purpose of having Buildings repaired or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees substantially to repair or rebuild the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Messuages or Buildings agreed to be repaired or rebuilt; and so as that in every such Lease or Demise to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the same Premises respectively, and also a Covenant to surrender the Possession of and leave in repair the Messuages, Erections, or Buildings to be erected and built or repaired on the Premises therein comprised on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Person or Persons for the

the Time being entitled to the same Premises in remainder or reversion immediately expectant on the Term to be thereby granted, or his or their Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable, or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees; and there may be inserted in every such Lease such Exception or Reservation of Drains, Sewers, and Passages, and free Runnings of Waters, and other Exceptions and Reservations, as may be deemed convenient or for the Improvement of the Estate; and every or any such Lease may also contain any such Covenants, Provisoes, or Conditions restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, either individually or between themselves or any of them, and regulating the Position, Height, Value, and Description of the Buildings to be erected, as may be deemed reasonable; and there may be contained in any such Lease any Provisions as to the demised Premises wholly or partially bearing or being exonerated from the Tithe Rent-charge affecting the same, or otherwise in relation to such Rent-charge, and any other Exceptions, Reservations, Restrictions, Covenants, Conditions, and Agreements usually inserted in Leases of a similar Description which shall appear reasonable or desirable to the Person for the Time being exercising this present Power; and so as that the respective Lessees execute Counterparts of their respective Leases, and deliver the same to the Person for the Time being entitled in possession to the Rents, Issues, and Profits of the Premises so to be leased; and any such Lease may be made upon any Re-entry upon any of the Premises leased; and any such Lease may be made upon or in consideration of a Surrender of any subsisting Lease or Leases for the Time being of the Hereditaments to be demised; and in ascertaining the best Rent of the Hereditaments so to be demised as last aforesaid, Allowance may be made for the Value of the Lease or Leases so to be surrendered; and the Person hereby authorized to grant such Leases is hereby authorized to contract conditionally or otherwise to grant such Lease.

Power to lay out Lands for Streets.

II. And be it enacted, That it shall be lawful for the Person in whom the said Power of leasing herein-before given shall for the Time being be vested to lay out and appropriate any Part or Parts of the same Hereditaments as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the same Hereditaments or any Part or Parts thereof, and the Accommodation of the Tenants or Occupiers thereof, in such Manner as

as shall be agreed upon in any such Demise or Lease respectively, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Person who for the Time being may exercise the Power of leasing herein-before given, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, and also by such Lease or Leases or general Deed to give and grant such Privileges and other Easements as such Persons or Person shall deem reasonable or convenient.

How Covenants entered into with Lessees may be made.

III. Provided always, and be it enacted, That in case the Person in whom the said Power of leasing herein-before given shall for the Time being be vested, or the Husband of such Person, being a Female, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Hereditaments, as to the Mode in which any other Part or Parts of the said Hereditaments shall be built upon, laid out, used, or improved, it shall and may be lawful for the Person entering into such Covenant or Covenants to make the Covenants so entered into by her or him determinable in any Event and under any Circumstances to be in that Behalf provided, and generally to restrict and qualify her or his Liability in such Covenant or Covenants in any Manner which shall be agreed upon, and either with or without entering into any Stipulations or Agreements with such Lessee or Lessees having for their Object to give such Lessee or Lessees the Benefit of any similar Covenant or Covenants to be entered into by any other Person or Persons.

Powers of leasing to extend only to the one Moiety of Mrs. Brigstocke, and not to be exercised unless the Persons entitled to the other Moiety concur, unless there be a Partition.

IV. Provided always, and it is hereby declared and enacted, That the Power of leasing and other Powers in this Act contained shall extend only to the undivided Moiety comprised in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two of the said Hereditaments, and shall not nor shall any of them be exercised as to the same one undivided Moiety unless the Person or Persons who shall have Power or be competent to grant such Lease or Leases, or act in relation to the Premises respectively, as aforesaid, so far as relates to the remaining undivided Moiety of the same Hereditaments and Premises, shall join and concur in such Lease or Leases, or in so acting in relation to the Premises, it being hereby declared that the Powers herein-before contained shall not be exercisable when less than the Entirety of any of the said Hereditaments shall be dealt with: Provided, and it is hereby declared, that in the event of any Partition of the same Hereditaments or any Part thereof the Powers herein contained shall be exercisable as to the Hereditaments allotted or taken upon Partition in lieu of the Moiety comprised in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two of the said Hereditaments or any of them.

Power to release Covenants in Leases in certain Cases.

V. And whereas it happens in many Cases that the Strictness of the Covenants contained in Building, Repairing, or Improvement Leases operates detrimentally to the Estate, by preventing the Lessees and other Persons from making Improvements and Alterations which would benefit the same Estate, and the Circumstances of the Estate frequently require that many of the Covenants in the Leases of the same Lands and Hereditaments should be released: Be it therefore enacted, That it shall be lawful for the Person in whom the said Power of leasing herein-before contained shall for the Time being be vested from Time to Time to release the Person or Persons to whom any Leases shall have been granted under the Powers contained in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two, and the Heirs, Executors, Administrators, and Assigns of such Person or Persons, of and from the Observance of any or either of the Covenants, Agreements, or Conditions in such Lease or respective Leases contained which may be released without Injury to the said Lands and Hereditaments or any Part or Parts thereof (except any Covenant or Agreement for Re-entry or Nonpayment of Rent), and provided that no Fine, Premium, or Foregift, or anything in the Nature thereof, shall be taken for the making or doing thereof; provided also, that a Memorandum or Memorandums of such Release or respective Releases, signed by the Person releasing the same, shall be indorsed on the Lease in which the Covenant so released is or may be contained.

Rents and Covenants to be incident to the Reversion.

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

Powers to renew Leases renewable under Covenants for Renewal.

VII. And be it enacted, That it shall be lawful for the Person in whom the said Power of leasing herein-before given shall for the Time being be vested to join and concur with the said *Maria Jane Player*, or other the Person or Persons for the Time being entitled to the other Moiety of the same Hereditaments, in granting such renewed Lease or Leases as ought to be granted, in pursuance of any Covenant for Renewal in any Lease of the same Hereditaments contained or to be contained.

VIII. Pro-

Power to appoint new Donee of the Powers.

VIII. Provided always, and be it enacted, That in case the said *Thomas Robert Brigstocke*, or any Person who shall be appointed as in this Clause is mentioned, shall die, or be desirous to be discharged from acting, or refuse or decline or become incapable to act, in execution of the Powers herein-before given, or shall remain abroad for a Period exceeding Three Calendar Months, or reside out of *Great Britain*, then and in every such Case it shall be lawful for the High Court of Chancery, in a summary Way, on a Petition to be preferred by any Person beneficially interested, absolutely or contingently, or by the Guardian or Guardians of any Infant so beneficially interested, to appoint any Person or Persons to be proposed in the said Petition, or any other Person, to be the Person to exercise such Powers in the Room or Stead of the Person so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or so remaining abroad, or residing out of *Great Britain* as aforesaid, and thereupon the Person so appointed shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities under this Act of the Person in whose Room or Stead he shall be so substituted or appointed.

Power for Court to tax Costs of appointing new Donee.

IX. Provided always, and it is enacted and declared, That it shall and may be lawful for the said Court of Chancery to make such Order as the same Court shall think fit for taxing and Payment of the Costs of any Appointment under the Provision last herein-before contained, and incident thereto.

Existing Powers not to be affected.

X. Provided always, and be it enacted, That nothing in this Act contained shall be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect any of the Powers of leasing or other Powers given by or contained in the herein-before recited Indenture of the Twenty-third Day of *July* One thousand eight hundred and twenty-two.

General Saving of Rights.

XI. Saving always to the Queen's most Excellent Majesty, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, *Mary Harriette Player Brigstocke*, *James Butler Fellowes* and *Georgina Eustatia Player* his Wife, *Elizabeth Lydia Player Brigstocke*, *George Campbell Henville Player Brigstocke*, *William Benett Player Brigstocke*, and their respective Heirs, Executors, and Administrators, and any Child or Children hereafter to be born of the said *Elizabeth Lydia Brigstocke*, and their respective Heirs, Executors, and Administrators, and other than and except any Appointees under any Appointment hereafter to be made by the said *Thomas Robert Brigstocke* and *Elizabeth Lydia* his Wife, or by the said *Elizabeth Lydia Brigstocke* alone, and other than and except the said *Eustatia*

Brigstocke's (or Player's) Estate.

Eustatia Elizabeth Margaret Fellowes and *Ellinor Johanna Player Fellowes*, and all other the Children to be born of the said *Georgina Eustatia Player Fellowes*, and their respective Executors and Administrators, and other than and except the said *William Thresher* and *Augustus Brigstocke*, and the Trustees for the Time being appointed in their Place, and their respective Heirs, and other than and except the said *Henry Alworth Merewether* and *John Henry Hearn*, and the Trustees for the Time being appointed in their Place, and their respective Executors, Administrators, and Assigns,) all such Estates, Rights, Titles, and Interests of, in, to, or out of the said Hereditaments and Premises as they, every or any of them, had before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been passed.

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

XII. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1850.