



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. 3.

An Act for the better leasing of the *Walworth* Manor Estate in the Parish of *Newington* in the County of *Surrey* to the respective Trustees of the Wills of *Samuel Brandon* deceased and *Thomas Brandon* deceased, and for Exchanges and a Partition, and other Purposes.

[13th August 1860.]

WHEREAS an Act was passed in the Fourteenth Year of *George the Third*, intituled *An Act for enabling the Dean and Chapter of Canterbury, Henry Penton Esquire, and Thomas Brandon to grant Building Leases, pursuant to Two several Agreements entered into for that Purpose*, and therein were recited a Lease dated the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one, whereby the Dean and Chapter of the Cathedral and Metropolitan Church of *Christ, Canterbury*, (in this Act called the Dean and Chapter,) demised to *Henry Penton* Lands of the Dean and Chapter in the Parish of *Saint Mary, Newington*, in the County of *Surrey*, for a Term of Twenty-one Years, and an Agreement between the Dean and Chapter and *Henry Penton*, with respect to the granting of Building Leases of those Lands; and by the reciting Act that Agreement was confirmed, and Provision was made for the granting by the Dean and Chapter and

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Henry Penton, his Executors, Administrators, and Assigns, jointly, of Building Leases for not exceeding Ninety-nine Years of the demised Premises, at Rents to be payable as to One Half thereof to the Dean and Chapter, and as to the other Half thereof to *Henry Penton*, his Executors, Administrators, and Assigns : And whereas an Act was passed in the Forty-fifth Year of *George* the Third, Chapter One hundred and fifteen, intituled *An Act for confirming certain Building Leases of Lands in Walworth in the Parish of Saint Mary, Newington, in the County of Surrey, granted by the Dean and Chapter of Canterbury, jointly with their Lessees, Henry Penton Esquire and Samuel Brandon and Thomas Brandon Esquires, contrary to the Provisions of an Act made in the Fourteenth Year of the Reign of His present Majesty, and for establishing Exchanges of Three small Pieces of Freehold and Leasehold Lands between the said Dean and Chapter and the said Samuel Brandon and the Trustees under the Will of the said Thomas Brandon deceased, and for empowering the said Dean and Chapter and their Lessees for the Time being of their Estates in Walworth to grant Building Leases of Parts of the said Premises, and for other the Purposes therein mentioned*, and therein were recited the Lease of the Twenty-ninth Day of *June* One thousand seven hundred and seventy-one to *Henry Penton*, and Renewals thereof, and a Lease dated the Twenty-eighth Day of *November* One thousand seven hundred and eighty-nine, whereby, in consideration of the Surrender of the then existing Lease to *Henry Penton*, the Dean and Chapter demised the Premises comprised in the surrendered Lease to *Samuel Brandon* and *Thomas Brandon* for a Term of Seventeen Years, and the Will of *Thomas Brandon*, then deceased, dated the Thirtieth Day of *August* One thousand seven hundred and ninety-six, devising his Freehold and Leasehold Estate to Trustees therein named, their Heirs and Assigns, upon the Trusts of the Will; and by the reciting Act an Exchange of Lands at *Walworth* between the Dean and Chapter on the one hand and *Samuel Brandon* and the Trustees under *Thomas Brandon's* Will on the other hand was effected, and a Conveyance of Land to *Samuel Brandon* was made effectual, and Provision was made for the cancelling of the Lease of the Twenty-eighth Day of *November* One thousand seven hundred and eighty-nine, and for the making by the Dean and Chapter to *Samuel Brandon* and the Trustees under *Thomas Brandon's* Will of a fresh Lease, and for the Renewal from Time to Time thereof by fresh Leases of Twenty-one Years in possession, and Provision was made for authorizing the Dean and Chapter, jointly with their Lessees under the Leases to be so granted, to grant Building Leases for Ninety-nine Years of the Lands so demised, at Rents to be payable, as to one Half thereof to the Dean and Chapter, and as to the other Half thereof to *Samuel Brandon* and the Trustees under *Thomas Brandon's* Will; and Provision was made for the Validity of the Building Leases, notwithstanding any such Renewals : And whereas the Lease of the Twenty-eighth Day of *November* One thousand seven hundred and eighty-nine was accordingly cancelled, and a fresh Lease of the Premises comprised therein was granted, and

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has from Time to Time been renewed: And whereas *Samuel Brandon* by his Will dated the Twenty-third Day of *May* One thousand eight hundred and sixteen and the Codicils thereto devised and bequeathed all his Real and Personal Estate to Trustees therein named, their Heirs, Executors, Administrators, and Assigns, upon the Trusts thereby declared thereof: And whereas the Trustees from Time to Time under *Samuel Brandon's* Will are in this Act referred to as *Samuel Brandon's* Trustees, and the Trustees from Time to Time under *Thomas Brandon's* Will are in this Act referred to as *Thomas Brandon's* Trustees, and *Samuel Brandon's* Trustees and *Thomas Brandon's* Trustees together are in this Act referred to as "the *Brandon* Trustees:" And whereas a Suit of "*Brandon* versus *Brandon*" is pending in the Court of Chancery for the Administration of the Estate of *Samuel Brandon* according to the Trusts of his Will: And whereas the last Renewal of the Lease granted by the Dean and Chapter on the cancelling of the Lease of the Twenty-eighth Day of *November* One thousand seven hundred and eighty-nine was effected by an Indenture of Lease (in this Act called the existing Lease) dated the Eighteenth Day of *September* One thousand eight hundred and forty-nine, between the Dean and Chapter of the one Part, and *William Samuel Stratford*, *Thomas Wetherell*, and *William Pennington*, (then *Samuel Brandon's* Trustees,) and *Thomas Fleming* and *Stephen Hall* the younger (then and now *Thomas Brandon's* Trustees) of the other Part, whereby the Dean and Chapter demised the Premises which had been comprised in the Lease granted on the Cancellation of the Lease of the Twenty-eighth Day of *November* One thousand seven hundred and eighty-nine, by the Description of all that their Site and Court Lodge of their Manor of *Walworth*, and Twenty-eight Acres of Land in Two Crofts, a Piece of Land called the *Pound Close*, containing by Estimation Seven Acres, a Field called *Rush Croft*, containing Twelve Acres, a Field called *Hierdsheds*, containing Thirteen Acres, a Field called *Great Gallow Field*, containing Thirteen Acres and One Rood, One other Field called *Little Gallow Field*, containing Eleven Acres, Two Crofts of Land lying at the nether End of *Lorymore*, containing Six Acres and One Rood, Nine Acres of Land inclosed, and One Acre of Land called *Alexander's Acre*, lying beside the *Moon Close*, and Thirty-eight Acres and a Half lying in *Walworth Common Fields* in divers Parcels and Furlongs, and also all those Three Acres of Arable Land lying in *Home Field* leading to the Queen's Highway North-east, to *Walworth Common* and the Lands then or late of *John Clark* South, to the Lands then or late of *John Hall* South, West, and North, and also all those their Two Acres of Land in *Horse-monger Lane* bounding West upon the Lands then or late of *Richard Bastock* or his Assigns, and South upon *Bell Garden*, and One Cottage with a little Croft in *Walworth*, called the *Corner House*, all which Site and Court Lodge, with the Parcels of Land, are situate, lying, and being in the Parish of *Newington* in the County of *Surrey*, and were then formerly in the Tenure or Occupation of *Henry Penton* Esquire, or his Assigns

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Assigns or Under-tenants, afterwards in the Tenure or Occupation of *Samuel Brandon* and *John Carter*, or their Assigns or Under-tenants, since in the Tenure or Occupation of *William Brandon*, *Richard Brandon*, and *John Webster*, or their Assigns or Under-tenants, afterwards in the Tenure or Occupation of the said *William Brandon*, *Richard Brandon*, *Thomas Fleming*, and *Stephen Hall*, or their Assigns or Under-tenants, and then or then late in the Tenure or Occupation of the said *William Samuel Stratford*, *Thomas Wetherell*, *William Pennington*, *Thomas Fleming*, and *Stephen Hall*, or their Assigns or Under-tenants, and also all that Piece or Parcel of Land then lately inclosed, and called or known by the Name of *Lorrymore* otherwise *Lattamore* otherwise *Lowermore Common*, containing about Sixteen Acres of dry Land and about Three Acres covered with Water, were the same, more or less, with the Appurtenances thereunto belonging, and which Piece or Parcel or Pieces or Parcels of Land, Hereditaments, and Premises therein-before described, and thereby demised or mentioned and intended to be thereby demised, were particularly delineated or described in a certain Map or Plan or Ground Plot thereof which was testified by the Dean and Chapter by their Common Seal being affixed thereto, and by *Samuel Brandon* and *Richard Brandon* (both since deceased) and *John Carter* having subscribed their Names thereto, and which Map or Plan or Ground Plot was deposited in the Chapter House of the Dean and Chapter, and was thereby expressly referred to, except and always reserved to the Dean and Chapter and their Successors all Rents of Assize belonging to the Manor, and the Rents and other small Farms before that Time letten to divers Persons, and all Waifs, Strays, Felons Goods, and all other Things which belonged to the Franchises and Liberties of the Dean and Chapter there, and also except and reserved out of the Demise unto the Dean and Chapter and their Successors all such Rents and Sums of Money, and other Right and Interest, Benefit and Advantage, which were or should be reserved to them in and by any Building Lease for long Terms of Years of any Part of the several Lands and Hereditaments thereby demised, theretofore granted by them in conjunction with *Henry Penton*, or in conjunction with *Samuel Brandon* and *Thomas Brandon* deceased, or in conjunction with *Samuel Brandon* and the Trustees under the last Will and Testament of *Thomas Brandon*, or in conjunction with the Trustees of the Wills of *Samuel Brandon* and *Thomas Brandon* respectively, to hold the same to the *Brandon* Trustees jointly from the Feast Day of *Saint John the Baptist* One thousand eight hundred and forty-eight for the Term of Twenty-one Years thence next ensuing, subject to the Rent, Covenants, and Conditions therein reserved and contained; and those demised Premises are specified in the First Schedule to this Act annexed, and in this Act are referred to as "the now demised Premises:" And whereas many Building Leases for Ninety-nine Years have from Time to Time been granted of Parts of "the now demised Premises" by the Dean and Chapter

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Chapter, and their Lessees, under the Leases from Time to Time granted as herein-before recited: And whereas some of those Building Leases will expire at or before the Feast Day of *Saint John the Baptist* One thousand eight hundred and seventy-six, and the Parts of "the now demised Premises" which are comprised in the Building Leases so to expire are specified in the Third Schedule to this Act annexed, and in this Act are referred to as "the sub-demised Premises:" And whereas divers Pieces of Freehold Land, with Buildings on Parts thereof, which Lands at divers Places adjoin to "the now demised Premises," are vested in *Samuel Brandon's* Trustees and *Thomas Brandon's* Trustees respectively, as Tenants in Common, upon the Trusts of *Samuel Brandon's* Will and *Thomas Brandon's* Will respectively, and those Freehold Lands are specified in the Second Schedule to this Act annexed, and in this Act are referred to as "the *Brandon* Freeholds:" And whereas *Samuel Brandon* and *Thomas Brandon* during their joint Lives, and after the Decease of *Thomas Brandon*, *Samuel Brandon* and the Trustees under *Thomas Brandon's* Will, acquired, so as to become entitled thereto in equal undivided Moieties, the Leasehold Interest in divers Leasehold Tenements Parts of "the now demised Premises," and which the Dean and Chapter and their Lessees had sub-demised for long Terms of Years for Building Purposes, and those Leasehold Tenements are in this Act referred to as "the *Brandon* Leaseholds," and the same and the several Leases under which the same respectively are now holden are specified in the Fourth Schedule to this Act annexed: And whereas since the passing of the first-recited Act many Streets and Ways have been made, and about Four thousand Houses and other Buildings have been erected, on "the now demised Premises" and "the *Brandon* Freeholds" respectively, and such Parts thereof as form the Sites of the Streets and Ways are subject to public or private Rights of Way over the same: And whereas in many Instances a House or other Building has been erected partly on "the now demised Premises" and partly on "the *Brandon* Freeholds," and by reason thereof many Inconveniences have arisen: And whereas many Questions have arisen between the Dean and Chapter and the *Brandon* Trustees with respect to the Boundary Lines between "the now demised Premises" and "the *Brandon* Freeholds:" And whereas it would be advantageous to the Dean and Chapter and the Persons entitled under *Samuel Brandon's* Will and *Thomas Brandon's* Will respectively, and to some of their respective Lessees under Building Leases, that the Boundaries between the Lands of the Dean and Chapter and of the *Brandon* Trustees respectively should be accurately ascertained, and also that such Exchanges of small Pieces of Land between the Dean and Chapter on the one hand and the *Brandon* Trustees respectively on the other hand as would remedy the Inconveniences arising from the Lands on which the Houses are so built belonging to more than One Owner should be effected: And whereas in the Year One thousand eight hundred and fifty-five, the Dean and Chapter and

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the *Brandon* Trustees agreed for a Renewal of the existing Lease: And whereas by Articles of Agreement dated the Tenth Day of *November* One thousand eight hundred and fifty-five, between *William Pennington*, *Henry Eardley Aylmer Dalbiac*, and *Charles Snell Paris*, as *Samuel Brandon's* Trustees, of the one Part, and *Thomas Fleming* and *Stephen Hall* the younger, as *Thomas Brandon's* Trustees, of the other Part, an Agreement was entered into, subject to the Approval of the Court of Chancery, for a Partition of the *Brandon* Estates, to the Effect of the Partition effected by this Act: And whereas by an Order of the Court of Chancery made in the Suit of "*Brandon versus Brandon*" on the Twenty-first Day of *December* One thousand eight hundred and fifty-five, on the Petition of *William Pennington*, *Henry Eardley Aylmer Dalbiac*, and *Charles Snell Paris*, as *Samuel Brandon's* Trustees, it was ordered that those Articles of Agreement should be adopted, and it was ordered that the Petitioners should be at liberty to carry the same into execution, and if advised to institute a Suit in the Court and take all other necessary Steps for giving effect to the Partition: And whereas in pursuance of that Order and in accordance with that Agreement an Award was made for allotting the *Brandon* Estates between *Samuel Brandon's* Trustees and *Thomas Brandon's* Trustees, to the Effect of the Partition effected by this Act: And whereas the Dean and Chapter and the *Brandon* Trustees are desirous, and it would be to the Advantage of all Parties interested, that a Partition between *Samuel Brandon's* Trustees on the one hand and *Thomas Brandon's* Trustees on the other hand of the Lands demised by the Dean and Chapter to the *Brandon* Trustees jointly should be effected, and that the Dean and Chapter should be authorized to make, and *Samuel Brandon's* Trustees and *Thomas Brandon's* Trustees respectively should be authorized to accept, separate and distinct Leases of the Lands of the Dean and Chapter allotted to those Trustees respectively on the Partition: And whereas the *Brandon* Trustees are desirous, and it would be to the Advantage of all Parties interested, that a Partition between *Samuel Brandon's* Trustees on the one hand and *Thomas Brandon's* Trustees on the other hand of the *Brandon* Freeholds, which are now vested in those Trustees respectively as Tenants in Common in Fee Simple, and of the *Brandon* Leaseholds, to which those Trustees are respectively entitled as Tenants in Common, should be effected: And whereas a Plan (in this Act referred to as the *Walworth Manor Estate Plan*) of the now demised Premises and Parts of the *Brandon* Freeholds has been prepared by *Henry Arthur Hunt* of *Parliament Street, Westminster*, Surveyor, on behalf of the Dean and Chapter, and *William Ward Abbott* of *Bedford Row, Middlesex*, Surveyor, on behalf of *Samuel Brandon's* Trustees, and *Edward Fleming* of *Champion Park, Camberwell, Surrey*, Surveyor, on behalf of *Thomas Brandon's* Trustees, on which Plan the Boundaries between the now demised Premises and the *Brandon* Freeholds are set out to the Satisfaction of the Dean and Chapter and the *Brandon* Trustees respectively,

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respectively, and the now demised Premises are thereon coloured Yellow and Red and Brown respectively, and the Parts shown thereon of the *Brandon* Freeholds are thereon coloured Green: And whereas the *Walworth* Manor Estate Plan is intended to be enrolled in the Court of Chancery, and Three Copies thereof have been made, and signed respectively by *Henry Arthur Hunt* and *William Ward Abbott* and *Edward Fleming*, and one Copy has been delivered to the Dean and Chapter, and another Copy has been delivered to *Samuel Brandon's* Trustees, and the other Copy has been delivered to *Thomas Brandon's* Trustees: And whereas, in order to remedy the Inconveniences arising as herein-before recited from the Lands on which Houses are built belonging to more than One Owner, and to accommodate the Boundaries between the Lands of the Dean and Chapter and the Lands of the *Brandon* Trustees to the present Distribution of Streets or other natural Boundaries, the Dean and Chapter and the *Brandon* Trustees respectively are desirous, and it would be advantageous to all Persons interested, that the Lands so coloured Red should be given by the Dean and Chapter to the *Brandon* Trustees in Exchange for the Lands so coloured Green: And whereas a Plan (in this Act referred to as the *Brandon* Partition Plan) of the now demised Premises, and the Entirety of the *Brandon* Freeholds, has, in accordance with the recited Award, been prepared by *William Ward Abbott* on behalf of *Samuel Brandon's* Trustees, and *Edward Fleming* on behalf of *Thomas Brandon's* Trustees, and in the Preparation thereof the *Walworth* Manor Estate Plan has been adopted, and the Lands which on that Plan are coloured Yellow and Red and Brown and Green respectively are distinguished by the same Colours respectively on the *Brandon* Partition Plan, and on that Plan those Parts of the *Brandon* Freeholds which are not shown on the *Walworth* Manor Estate Plan are coloured Blue and Purple respectively: And whereas the *Brandon* Partition Plan is intended to be enrolled in the Court of Chancery, and Two Copies thereof have been made and signed respectively by *William Ward Abbott* and *Edward Fleming*, and one Copy has been delivered to *Samuel Brandon's* Trustees, and the other Copy has been delivered to *Thomas Brandon's* Trustees: And whereas it is on the *Brandon* Partition Plan assumed that the Lands which on each of the Two Plans are coloured Yellow and Green and Brown respectively belong to the Dean and Chapter in Fee Simple, and the Lands which on the Two Plans respectively are coloured Red and the Lands which on the *Brandon* Partition Plan are coloured Blue and Purple respectively belong to *Samuel Brandon's* Trustees and *Thomas Brandon's* Trustees respectively, as Tenants in Common in Fee Simple: And whereas the Lands which on the *Brandon* Partition Plan are coloured Green and Red and Purple and Brown respectively are in this Act referred to as "the *Samuel Brandon* Portion," and the Lands which on that Plan
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are coloured Blue and Yellow respectively are in this Act referred to as "the *Thomas Brandon* Portion:" And whereas the *Brandon* Trustees are respectively desirous, and the Dean and Chapter, so far as they are interested, are willing, and it would be advantageous to all Persons interested, that a Partition of the Freehold and Leasehold Lands shown on the *Brandon* Partition Plan as proposed by that Plan should be effected, so that the *Samuel Brandon* Portion should be allotted in Severalty to *Samuel Brandon's* Trustees as such Trustees, and the *Thomas Brandon* Portion should be allotted in Severalty to *Thomas Brandon's* Trustees as such Trustees: And whereas the *Brandon* Trustees respectively are desirous, and the Dean and Chapter are willing, and it would be advantageous to all Persons interested, that the existing Lease should be cancelled, and instead thereof separate Leases in accordance with this Act should be granted by the Dean and Chapter to *Samuel Brandon's* Trustees and *Thomas Brandon's* Trustees respectively: And whereas the Lands which on each of the Plans are coloured Green, and which are proposed to be given in Exchange by the *Brandon* Trustees to the Dean and Chapter, are specified in the Fifth Schedule to this Act annexed: And whereas the Lands which on each of the Plans are coloured Red, and which are proposed to be given in Exchange by the Dean and Chapter to *Samuel Brandon's* Trustees, are specified in the Sixth Schedule to this Act annexed: And whereas the Lands which on each of the Plans are coloured Yellow and Green and Brown respectively, and which are proposed to form the Dean and Chapter's *Walworth* Manor Estate, are specified in the Seventh Schedule to this Act annexed, such Parts thereof as are proposed to form the Leasehold Part of the *Samuel Brandon* Portion being also specified in the Eighth Schedule to this Act annexed, and such Parts thereof as are proposed to form the Leasehold Part of the *Thomas Brandon* Portion being also specified in the Ninth Schedule to this Act annexed: And whereas such Parts of the Lands which on the *Brandon* Partition Plan are coloured Blue and Purple respectively as are proposed to be allotted on Partition to *Samuel Brandon's* Trustees are specified in the Tenth Schedule to this Act annexed: And whereas such Parts of the Lands which on the *Brandon* Partition Plan are coloured Blue and Purple respectively as are proposed to be allotted on Partition to *Thomas Brandon's* Trustees are specified in the Eleventh Schedule to this Act annexed: And whereas such Parts of the *Brandon* Leaseholds as are specified in Part One of the Fourth Schedule to this Act annexed are proposed to be allotted on Partition to *Samuel Brandon's* Trustees: And whereas such Parts of the *Brandon* Leaseholds as are specified in Part Two of the Fourth Schedule to this Act annexed are proposed to be allotted on Partition to *Thomas Brandon's* Trustees: And whereas the several Leasehold and Freehold Lands which are proposed to form the *Samuel Brandon* Portion are specified in the Twelfth Schedule to this Act annexed: And whereas the several
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Leasehold and Freehold Lands which are proposed to form the *Thomas Brandon* Portion are specified in the Thirteenth Schedule to this Act annexed: And whereas by an Order of the Court of Chancery made on the Twenty-third Day of *February* One thousand eight hundred and sixty, in the Suit of "*Brandon versus Brandon*," after stating that it appeared to the Satisfaction of the Judge that it would be fit and proper, and for the Benefit of the several Persons interested in the Real and Personal Estates of *Samuel Brandon*, that an Application should be made to Parliament for an Act for the better leasing of the *Walworth* Manor Estate to the respective Trustees of *Samuel Brandon's* Will and *Thomas Brandon's* Will, and for Exchanges and a Partition and other Purposes, it was ordered, that *William Pennington*, *Henry Eardley Aylmer Dalbiac*, and *Charles Snell Paris*, the Trustees of *Samuel Brandon's* Will, should be at liberty to concur with the Trustees of *Thomas Brandon's* Will in making Application to Parliament for an Act for those Purposes, and it was ordered that the Draft of the Bill in Parliament for those Purposes should be approved by the Judge: And whereas by an Order of the Court of Chancery made on the Twenty-second Day of *May* One thousand eight hundred and sixty, in the Suit of "*Dalbiac versus Hall*," after stating that it appeared to the Satisfaction of the Judge that it would be fit and proper and for the Benefit of the several Persons interested in the Real and Personal Estates of *Thomas Brandon* that an Application should be made to Parliament for an Act for the better leasing of the *Walworth* Manor Estate to the respective Trustees of *Samuel Brandon's* Will and *Thomas Brandon's* Will, and for Exchanges and a Partition and other Purposes, it was ordered, that *Thomas Fleming* and *Stephen Hall* the younger, the Trustees of *Thomas Brandon's* Will, should be at liberty to concur with the Trustees of *Samuel Brandon's* Will in making Application to Parliament for an Act for those Purposes; and it was ordered, that the Draft of the Bill in Parliament for those Purposes should be approved by the Judge: And whereas by the Certificate of the Chief Clerk of Vice-Chancellor *Kindersley*, made on the Thirtieth Day of *May* One thousand eight hundred and sixty, in accordance with Directions given to him by the Judge, for the Purposes of the recited Order of the Twenty-third Day of *February* One thousand eight hundred and sixty, in the Suit of "*Brandon versus Brandon*," and the recited Order of the Twenty-second Day of *May* One thousand eight hundred and sixty, in the Suit of "*Dalbiac versus Hall*," after certifying to the Effect of some of the Recitals herein-before contained, he certified to the following Effect; that is to say,

—The Title of *Samuel Brandon* and *Thomas Brandon* to the *Brandon* Freeholds and the now demised Premises: By an Indenture dated the Twenty-fifth Day of *December* One thousand seven hundred and eighty-eight, between *Henry Penton* of the First Part, *Samuel Brandon* and *Thomas Brandon* of the Second Part, *John Dring* of the Third Part, *Elizabeth Ainge* and *Lydia Ainge* of the Fourth Part, and *Henry Sams*

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between *Samuel Brandon* and *Thomas Brandon* of the one Part, and *Henry Penton* of the other Part, wherein was recited a Renewal by the Dean and Chapter to *Samuel Brandon* and *Thomas Brandon* for Seventeen Years of the Lease of the *Walworth* Manor Estate, the Leaseholds thereby demised were assigned unto *Henry Penton* by way of Renewal to him of his Mortgage Security thereon: By an Indenture dated the Fifth Day of *March* One thousand seven hundred and ninety, between *Henry Penton* of the First Part, *Samuel Brandon* and *Thomas Brandon* of the Second Part, *Henry Sams Dunkin* of the Third Part, *Edward Simeon* and *Samuel Heywood* of the Fourth Part, and *Charles Butler* of the Fifth Part, wherein it was recited that the Principal Sum due to *Henry Penton* on his recited Mortgage Securities had been reduced to Nine thousand Pounds, the Freeholds comprised in the recited Indenture of the Twenty-seventh Day of *December* One thousand seven hundred and eighty-eight, except the Parts thereof reconveyed by the recited Indenture of the Twenty-seventh Day of *March* One thousand seven hundred and eighty-nine, were limited to the Use of *Edward Simeon* and *Samuel Heywood*, their Heirs and Assigns, and the Leaseholds assigned by the recited Indenture of the Twenty-eighth Day of *December* One thousand seven hundred and eighty-nine were assigned to *Edward Simeon* and *Samuel Heywood* for the then Residue of the Term of Seventeen Years therein, and respectively by way of Transfer to *Edward Simeon* and *Samuel Heywood* of *Henry Penton's* Mortgage Securities for Nine thousand Pounds: By an Indenture, dated the Third Day of *April* One thousand seven hundred and ninety-two, between *Samuel Brandon* and *Thomas Brandon* of the First Part, *Thomas Holland* of the Second Part, and *Edward Simeon* and *Samuel Heywood* of the Third Part, the Freeholds comprised in the recited Indenture of the Fifth Day of *March* One thousand seven hundred and ninety, by way of further Charge of the same, and Part of the Freeholds reconveyed by the recited Indenture of the Twenty-seventh Day of *March* One thousand seven hundred and eighty-nine by way of Mortgage of the same, were limited to the Use of *Edward Simeon* and *Samuel Heywood*, their Heirs and Assigns, for securing Three thousand Pounds: By a Second Indenture, dated the Third Day of *April* One thousand seven hundred and ninety-two (and endorsed on the recited Indenture of the Fifth Day of *March* One thousand seven hundred and ninety), between *Samuel Brandon* and *Thomas Brandon* of the one Part, and *Edward Simeon* and *Samuel Heywood* of the other Part, the Freeholds and Leaseholds comprised in the recited Indenture of the Fifth Day of *March* One thousand seven hundred and ninety were charged with the Three thousand Pounds secured by the first-recited Indenture of the Third Day of *April* One thousand seven hundred and ninety-two: By a Third Indenture, dated the Third Day of *April* One thousand seven hundred and ninety-two (and indorsed on the first-recited Indenture of the same Date), between *Samuel Brandon* and *Thomas Brandon* of the one Part, and *Edward Simeon* and *Samuel Heywood* of the other Part, the Freeholds comprised

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prised in the first-recited Indenture of the Third Day of *April* One thousand seven hundred and ninety-two were charged with as well the Nine thousand Pounds as the Three thousand Pounds: By an Indenture, dated the Seventeenth Day of *April* One thousand eight hundred and four, between *Edward Simeon* and *Samuel Heywood* of the First Part, *Samuel Brandon* of the Second Part, *Richard Brandon*, *John Carter*, and *John Hopkins* of the Third Part, *Stephen Hall* and *Elizabeth* his Wife of the Fourth Part, *William Smith* and *Mary Ann* his Wife of the Fifth Part, *Thomas Fleming* and *Harriet* his Wife of the Sixth Part, *Thomas Griffiths* of the Seventh Part, *Charles Butler* of the Eighth Part, and *William Mason Cooper* of the Ninth Part, wherein it was recited that Twelve thousand two hundred and fifty Pounds Seven Shillings had become due to *Edward Simeon* and *Samuel Heywood* on their recited Mortgage Securities, and that several Parts of the Estates comprised in those Securities had been sold for Four thousand five hundred and thirty-seven Pounds, which had been paid to them, whereby their Debt had been reduced to Seven thousand seven hundred and thirteen Pounds Seven Shillings, the unsold Freeholds comprised in the recited Indentures of the Fifth Day of *March* One thousand seven hundred and ninety and the Third Day of *April* One thousand seven hundred and ninety-two respectively were limited to the Use of *Thomas Griffith*, his Heirs and Assigns, subject to the Equity of Redemption then subsisting therein, and Parts of the Leaseholds assigned by the recited Indenture of the Fifth Day of *March* One thousand seven hundred and ninety were assigned to *Thomas Griffith* for the then Residue of the Term of Seventeen Years therein, subject to the like Equity of Redemption: By an Indenture indorsed on the recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and four, and dated the Thirtieth Day of *May* One thousand eight hundred and thirty-two, between *Thomas Griffith* of *Norwood* of the First Part, *William Mason Cooper* of the Second Part, *Emma Jane Parker Willes* of the Third Part, and *Charles Jenings* of the Fourth Part, wherein was recited the Will of the first-named *Thomas Griffith*, whereunder *Thomas Griffith* of *Norwood* had become entitled to the Benefit of the recited Mortgage Securities, and that there remained due thereon Two hundred Pounds Principal Money and Two hundred and twenty-one Pounds Twelve Shillings and Sixpence Arrears of Interest thereon, the then unsold Freeholds comprised in the recited Indentures of the Fifth Day of *March* One thousand seven hundred and ninety and the Third Day of *April* One thousand seven hundred and ninety-two respectively were limited to the Use of *Emma Jane Parker Willes*, her Heirs and Assigns, subject to the Equity of Redemption then subsisting therein: By an Indenture indorsed on the recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and four, and dated the Twenty-second Day of *August* One thousand eight hundred and forty-six, between *Emma Jane Parker Willes* of the First Part, *Charles Jenings* of the Second Part, and *William Samuel Stratford*, *Thomas Wetherell*, *William Pennington*,

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Pennington, Thomas Fleming, and Stephen Hall the younger of the Third Part, the Freeholds by the recited Indenture of the Thirtieth Day of *May* One thousand eight hundred and thirty-two conveyed to *Emma Jane Parker Willes* were limited to the Use of *William Samuel Stratford, Thomas Wetherell, William Pennington, Thomas Fleming, and Stephen Hall* the younger, their Heirs and Assigns:—The Title of *Samuel Brandon's* Trustees to his One undivided Half of the *Brandon* Freeholds, and his One undivided Half of the now demised Premises: *Samuel Brandon*, by his Will dated the Twenty-third Day of *May* One thousand eight hundred and sixteen, devised and bequeathed all his Freeholds and Leaseholds (comprising his One undivided Half of the *Brandon* Freeholds, and his One undivided Half of such Parts of the now demised Premises as were then held by *Samuel Brandon* and *Thomas Brandon's* Trustees under the renewed Lease granted thereof to them by the Dean and Chapter,) to his Nephew *Richard Brandon, Francis Hurlbatt, and Simon Allen*, their Heirs, Executors, Administrators, and Assigns, upon the Trusts thereby declared thereof, and appointed his Wife *Sarah Brandon, John Dring, Francis Hurlbatt, Simon Allen, and Richard Brandon* the Nephew, Executors thereof: *Samuel Brandon*, by a Codicil to his Will, dated the Twenty-first Day of *October* One thousand eight hundred and seventeen, appointed *William Richardson* and his Nephew *William Brandon* to be Trustees and Executors of his Will, instead of *Richard Brandon* the Nephew and *Simon Allen*: *Samuel Brandon*, by another Codicil to his Will, dated the Seventeenth Day of *July* One thousand eight hundred and eighteen, appointed *Henry Sindrey* to be a Trustee and Executor of his Will in the Place of *William Richardson*: *Samuel Brandon* died in the Month of *September* One thousand eight hundred and eighteen, without having revoked or altered his Will as herein-before recited, except by his Codicils thereto, as herein-before recited: The Will of *Samuel Brandon*, with several Codicils thereto, was proved on the Twenty-sixth Day of *November* One thousand eight hundred and eighteen, by *Sarah Brandon* his Widow, *John Dring, William Brandon* the Nephew, and *Henry Sindrey*, in the Prerogative Court of *Canterbury, Francis Hurlbatt* having first renounced Probate thereof: By an Indenture, dated the Ninth Day of *February* One thousand eight hundred and nineteen, between *Francis Hurlbatt* of the one Part, and *William Brandon* the Nephew and *Henry Sindrey* of the other Part, *Francis Hurlbatt* disclaimed the Trusts of *Samuel Brandon's* Will: *John Dring* died in the Month of *November* One thousand eight hundred and twenty-one: *Henry Sindrey* died in the Month of *October* One thousand eight hundred and twenty-five: By an Indenture, dated the Twenty-fourth Day of *December* One thousand eight hundred and twenty-five, between *William Brandon* the Nephew of the First Part, *Sarah Brandon* the Widow of the Second Part, *Richard Brandon* the Nephew of the Third Part, and *James Arundell* of the Fourth Part, wherein it was recited that *William*

The Title of *Samuel Brandon's* Trustees to his One undivided Half of the *Brandon* Freeholds, and his One undivided Half of the now demised Premises.

[Private.]

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Brandon

Brandon's Estate Act, 1860.

Brandon the Nephew and *Henry Sindrey* had alone acted in the Trusts of *Samuel Brandon's* Will, *Richard Brandon* the Nephew was appointed to be a Trustee of that Will in the Place of *Henry Sindrey* deceased, and the Freeholds then subject to the Trusts of that Will were limited to the Use of *William Brandon* the Nephew and *Richard Brandon* the Nephew, their Heirs and Assigns, upon the Trusts of that Will; and by virtue of the same Indenture, and of an Indenture endorsed thereon, dated the Twenty-fourth Day of *December* One thousand eight hundred and twenty-five, between *James Arundell* of the one Part, and *William Brandon* the Nephew and *Richard Brandon* the Nephew of the other Part, the Leaseholds then subject to the Trusts of *Samuel Brandon's* Will were assigned to *William Brandon* the Nephew and *Richard Brandon* the Nephew, upon the Trusts of that Will: By an Indenture, dated the First Day of *June* One thousand eight hundred and thirty-one, between *Richard Brandon* the Nephew of the one Part, and *Charles Pettingal*, *William Samuel Stratford*, and *Thomas Wetherell* of the other Part, and executed for *Richard Brandon* by *John Morgan*, pursuant to an Order of the Court of Chancery made on the Fourteenth Day of *January* One thousand eight hundred and thirty-two, in the Suit of "*Brandon versus Brandon*," (and in which Indenture the Removal by an Order of the Court made in that Suit of *Richard Brandon*, the Nephew from being a Trustee of *Samuel Brandon's* Will, and the Appointment of *Thomas Wetherell* to be a Trustee thereof in his Place, were recited,) the Freeholds and Leaseholds then subject to the Trusts of that Will were limited and assigned respectively unto and to the Use of *Charles Pettingal*, *William Samuel Stratford*, and *Thomas Wetherell*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts of that Will: By an Indenture indorsed on the recited Indenture of the First Day of *June* One thousand eight hundred and thirty-one, and dated the Twenty-ninth Day of *January* One thousand eight hundred and forty, between *Charles Pettingal*, *William Samuel Stratford*, and *Thomas Wetherell*, of the First Part, *John Scargill*, of the Second Part, and *William Samuel Stratford*, *Thomas Wetherell*, and *William Pennington* of the Third Part, wherein were recited the Removal by an Order of the Court of Chancery made in the Suit of "*Brandon versus Brandon*" of *Charles Pettingal* from being a Trustee of *Samuel Brandon's* Will, and the Appointment of *William Pennington* to be a Trustee in the Place of *Charles Pettingal*, the Freeholds subject to the Trusts of *Samuel Brandon's* Will were limited to the Use of *William Samuel Stratford*, *Thomas Wetherell*, and *William Pennington*, their Heirs and Assigns, upon the Trusts of that Will; and by virtue of the same Indenture, and of an Indenture indorsed thereon, and dated the Thirteenth Day of *February* One thousand eight hundred and forty, between *John Scargill*, of the one Part, and *William Samuel Stratford*, *Thomas Wetherell*, and *William Pennington* of the other Part, the Leaseholds subject to the Trusts of *Samuel Brandon's* Will were assigned to *William Samuel Stratford*,

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Stratford, Thomas Wetherell, and William Pennington, upon the Trusts of that Will: By the recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and forty-six, the Freeholds therein comprised, and then subject to the Trusts of *Samuel Brandon's* Will, were conveyed to the Use of *William Samuel Stratford, Thomas Wetherell, William Pennington, Thomas Fleming, and Stephen Hall* the younger, their Heirs and Assigns, upon the Trusts of that Will: *Thomas Wetherell* died in the Month of *January* One thousand eight hundred and fifty: *William Samuel Stratford* died on the Twenty-ninth Day of *March* One thousand eight hundred and fifty-three: By an Indenture, dated the Twenty-fourth Day of *June* One thousand eight hundred and fifty-three, between *William Pennington* of the First Part, *Henry Parker* of the Second Part, and *William Pennington, Henry Eardley Aylmer Dalbiac, and Charles Snell Paris* of the Third Part, *Henry Eardley Aylmer Dalbiac* and *Charles Snell Paris* were appointed to be Trustees of *Samuel Brandon's* Will in the Place of *Thomas Wetherell* and *William Samuel Stratford* respectively deceased, and the Freeholds subject to the Trusts of *Samuel Brandon's* Will were limited to the Use of *William Pennington, Henry Eardley Aylmer Dalbiac, and Charles Snell Paris*, their Heirs and Assigns, upon the Trusts of that Will; and by virtue of the same Indenture, and of an Indenture indorsed thereon, and dated the Twenty-fifth Day of *June* One thousand eight hundred and fifty-three, between *Henry Parker* of the one Part, and *William Pennington, Henry Eardley Aylmer Dalbiac, and Charles Snell Paris* of the other Part, the Leaseholds subject to the Trusts of *Samuel Brandon's* Will were assigned to *William Pennington, Henry Eardley Aylmer Dalbiac, and Charles Snell Paris*, upon the Trusts of that Will: By the recited Indenture of the Twenty-fourth Day of *June* One thousand eight hundred and fifty-three, the legal Estate in Fee Simple in One undivided Third Part only of the Freeholds comprised in the recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and forty-six passed to *William Pennington, Henry Eardley Aylmer Dalbiac, and Charles Snell Paris*; and the legal Estate in Fee Simple in One undivided Sixth Part of the same Freeholds, being a Part of the Two other undivided Third Parts thereof which remained vested in *Thomas Fleming* and *Stephen Hall* the younger, remained vested in them subject to the Trusts of *Samuel Brandon's* Will:—The Title of *Thomas Brandon's* Trustees to his One undivided Half of the *Brandon* Freeholds, and his One undivided Half of the now demised Premises: *Thomas Brandon*, by his Will dated the Thirtieth Day of *August* One thousand seven hundred and ninety-six, devised all his Freeholds (comprising his One undivided Half of the *Brandon* Freeholds) to the Use of his Brother *Richard Brandon*, his Brother *William Brandon, John Carter, and John Hopkins*, their Heirs and Assigns, upon the Trusts thereby declared thereof, and bequeathed his Leaseholds (comprising his One undivided Half of such Parts of the now demised

The Title of *Thomas Brandon's* Trustees to his One undivided Half of the *Brandon* Freeholds, and his One undivided Half of the now demised Premises.

Premises

Brandon's Estate Act, 1860.

Premises as were then held by *Samuel Brandon* and *Thomas Brandon* under the renewed Lease granted thereof to them by the Dean and Chapter) to *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins*; upon the Trusts thereby declared thereof, and he appointed the same Four Trustees Executors thereof: *Thomas Brandon* died on the Thirtieth Day of *October* One thousand seven hundred and ninety-six, without having revoked or altered his recited Will, and on the Second Day of *March* One thousand seven hundred and ninety-seven it was proved by the Four Executors thereof in the Prerogative Court of *Canterbury*: By an Indenture, dated the Twenty-eighth Day of *January* One thousand eight hundred and one, between *John Hopkins* of the one Part and *Samuel Brandon* of the other Part, *Samuel Brandon* was appointed a Trustee of *Thomas Brandon's* Will in the Place of *John Hopkins*, who had declined to act in the Trusts thereof, but no Conveyance of the Trust Estate or any Part thereof was thereupon made: *William Brandon* the Brother died on the Seventh Day of *April* One thousand eight hundred and four: *Richard Brandon* the Brother died on the Sixth Day of *January* One thousand eight hundred and thirteen: *Samuel Brandon* died as above recited: By an Indenture, dated the Twenty-fourth Day of *May* One thousand eight hundred and twenty-four, between *John Hopkins* of the one Part and *John Carter* of the other Part, *John Hopkins*, according to his Estate and Interest, released and confirmed all the Freeholds and Leaseholds subject to the Trusts of *Thomas Brandon's* Will unto and to the Use of *John Carter*, his Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts of that Will: By an Indenture, dated the Ninth Day of *May* One thousand eight hundred and twenty-five, between *John Carter* of the one Part, and *John Webster* of the other Part, *John Webster* was appointed to be a Trustee of *Thomas Brandon's* Will in the Place of *John Carter*, who was desirous of being discharged from the Trusts thereof, and the Freeholds and Leaseholds subject to the Trusts of *Thomas Brandon's* Will were limited and assigned respectively unto and to the Use of *John Webster*, his Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts of that Will: By an Indenture, dated the Fifth Day of *December* One thousand eight hundred and twenty-eight, between *John Webster* of the one Part, and *Thomas Fleming* and *Stephen Hall* the younger of the other Part, *Thomas Fleming* and *Stephen Hall* the younger were appointed to be Trustees of *Thomas Brandon's* Will in the Place of *John Webster*, who was desirous of being discharged from the Trusts thereof, and the Freeholds and Leaseholds subject to the Trusts of that Will were limited and assigned respectively unto and to the Use of *Thomas Fleming* and *Stephen Hall* the younger, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts of that Will: By the recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and forty-six the legal Estate in Fee Simple in the Freeholds therein comprised,

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comprised, and subject to the Trusts of *Thomas Brandon's Will*, was conveyed to the Use of *William Samuel Stratford, Thomas Wetherell, William Pennington, Thomas Fleming*, and *Stephen Hall* the younger, their Heirs and Assigns, upon the Trusts of that Will: *Thomas Wetherell* and *William Samuel Stratford* respectively died as above recited: After the Execution of the recited Indenture of the Twenty-fourth Day of *June* One thousand eight hundred and fifty-three, the legal Estate in Fee Simple in Two undivided Third Parts of the Freeholds comprised in the recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and forty-six remained vested in *Thomas Fleming* and *Stephen Hall* the younger, but (as above recited) the legal Estate in Fee Simple in One undivided Sixth Part of the same Freeholds, being a Part of those Two undivided Third Parts, remained vested in them subject to the Trusts of *Samuel Brandon's Will*, and therefore the legal Estate in Fee Simple in the other Three undivided Sixth Parts (equivalent to One undivided Half) of the same Freeholds remaining vested in them was alone subject to the Trusts of *Thomas Brandon's Will*:—The *Brandon Leaseholds*: *Samuel Brandon* and *Thomas Brandon* became beneficially entitled as Tenants in Common to the several Leaseholds which form Part of the *Brandon Leaseholds*, and were demised by the several Leases Numbers One to Seven (both inclusive) and Number Eleven respectively specified in the First Schedule to this Certificate: Such Parts of the *Brandon Leaseholds* as were demised by the several Leases Numbers Four to Seven (both inclusive) and Number Eleven respectively specified in that Schedule were assigned to *Samuel Brandon* and *Thomas Brandon* as Tenants in Common: The several Leaseholds which form the Residue of the *Brandon Leaseholds*, being those Parts thereof which were demised by the several Leases Numbers Eight to Ten (both inclusive) respectively specified in that Schedule, were assigned to *Samuel Brandon* and *Thomas Brandon's Trustees* as Tenants in Common: The *Brandon Leaseholds* are now held by the *Brandon Trustees* for the Residue of the several Terms of Years respectively granted by the several Indentures of Lease specified in that Schedule, and form Part of the Leaseholds subject to the Trusts of *Samuel Brandon's Will* and *Thomas Brandon's Will* respectively, One undivided Half thereof being subject to the Trusts herein-after recited affecting *Samuel Brandon's Leaseholds*, and the other One undivided Half thereof being subject to the Trusts herein-after recited affecting *Thomas Brandon's Leaseholds*:
 —The *Parsonage Site*: By a Deed, dated the Twelfth Day of *December* One thousand eight hundred and forty-nine, the Dean and Chapter, acting therein under the Authority of the "Church Building Acts" therein referred to, and *William Samuel Stratford, Thomas Wetherell*, and *William Pennington*, as *Samuel Brandon's Trustees*, and acting therein under the Authority of Two Orders of the Court of Chancery made in the Suit of "*Brandon versus Brandon*" on the Sixteenth Day of *July* One thousand eight hundred and forty-seven and the Third Day of

The Brandon Leaseholds.

The Parsonage Site.

[Private.]

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August

Brandon's Estate Act, 1860.

August One thousand eight hundred and forty-nine respectively, and *Thomas Fleming* and *Stephen Hall* the younger, as *Thomas Brandon's* Trustees, conveyed Two Pieces of Land, theretofore Part of the Estates of *Samuel Brandon* and *Thomas Brandon*, to Her Majesty's Commissioners for Building new Churches, for the Purposes of those Acts, and *Saint Paul's Church, Lorrimore Square*, has been built thereon and consecrated: By an Order of the Court of Chancery made in that Suit on the Twentieth Day of *March* One thousand eight hundred and sixty, it was ordered that *William Pennington*, *Henry Eardley Aylmer Dalbiac*, and *Charles Snell Paris*, as the Trustees of *Samuel Brandon's* Will, should be at liberty to insert in the Draft of the Bill for this Act a Clause for the Purpose of enabling them, on Payment to them of One hundred and fifty Pounds to be paid by them into Court to the Credit of the Suit of "*Brandon versus Brandon*," to an Account to be entitled "*The Joint Leasehold Estate Capital Account*," to concur with the Dean and Chapter and the Trustees of *Thomas Brandon's* Will in conveying a Piece of Ground in *Lorrimore Square* to the Church Building Commissioners as the Site of a Parsonage House for *Saint Paul's Church, Lorrimore Square*, and which Piece of Land is specified in the Second Schedule to this Certificate:—The beneficial Interests under *Samuel Brandon's* Will: *Samuel Brandon*, by his recited Will, dated the Twenty-third Day of *May* One thousand eight hundred and sixteen, and several ~~Wills, dated respectively the Twenty-first Day of October~~ *October* One thousand eight hundred and seventeen, the Seventeenth Day of *July* One thousand eight hundred and eighteen, and the Eleventh Day of *September* One thousand eight hundred and eighteen, devised and bequeathed all his Freeholds and Leaseholds to *Francis Hurlbatt*, *William Brandon* the Nephew, and *Henry Sindrey*, their Heirs, Executors, Administrators, and Assigns respectively, upon trust for Payment of several Annuities which have ceased, and of the following now existing Annuities; (that is to say,) to *Sarah Fudge*, now *Sarah* Widow of *James Harkness*, Four hundred Pounds; to *Sarah Kitty Brandon Fudge*, now *Sarah Kitty Brandon* Wife of *Joseph Alfred Nicholson*, One thousand Pounds; to *Martha Humphreys*, now *Martha Maddams* Widow, Eight Pounds; to *Sarah Fudge*, now *Sarah* Widow of *James Harkness*, and *Sarah Kitty Brandon Fudge*, now *Sarah Kitty Brandon* Wife of *Joseph Alfred Nicholson*, and the Survivor of them, an Allowance for a House free from Rent and Taxes; and subject to those Annuities and that Allowance, the Testator declared the Trusts of his Freeholds and Leaseholds, which eventually took effect, as follows; (that is to say,) as to One undivided Fourth Part of One undivided Sixth Part thereof (being equal to Three Seventy-second Parts), upon trust for his Great-nephew *Thomas Brandon*, for Life, and after his Decease upon Trust for all his Children who should attain Twenty-one, and their respective Heirs, Executors, Administrators, and Assigns respectively, in equal Shares; and as to One undivided Third Part of One other undivided Fourth Part of the same

The beneficial Interests under *Samuel Brandon's* Will.

Brandon's Estate Act, 1860.

same undivided Sixth Part thereof (being equal to One Seventy-second Part), upon like Trusts for *Thomas Brandon* the Great-nephew, and his Children who should attain Twenty-one, and their Heirs, Executors, Administrators, and Assigns respectively, but to take effect only in the Event (which happened) of the Testator's Niece *Mary Ann Smith* (therein called *Mary Smith*) dying without having had any Child attaining Twenty-one; and as to One other undivided Sixth Part thereof (being equal to Twelve Seventy-second Parts), upon trust for *Richard Brandon* the Nephew for Life, and after his Decease upon trust for all his Children who should attain Twenty-one, and their respective Heirs, Executors, Administrators, and Assigns respectively, in equal Shares; and as to One other undivided Sixth Part thereof (being equal to Twelve Seventy-second Parts), upon trust for *William Brandon* the Nephew for Life, and after his Decease upon trust for his Child, if but One, who should attain Twenty-one, his Heirs, Executors, Administrators, and Assigns respectively; and as to One other undivided Sixth Part thereof (being equal to Twelve Seventy-second Parts), upon trust for the Testator's Sister *Sarah Ann Trehearn* for Life, and after her Decease upon trust for all her Children who should attain Twenty-one, and their respective Heirs, Executors, Administrators, and Assigns respectively, in equal Shares; and as to One other undivided Sixth Part thereof (being equal to Twelve Seventy-second Parts), upon trust for the Testator's Great-nephew *Richard Stevenson Brandon* (therein called his Nephew *Richard Brandon*, Son of the Testator's then late Brother *Benjamin Brandon*), and the Testator's Niece *Ann Sarah Pattinson* (therein called *Ann Patterson*), in equal Shares for their Lives, and after the Decease of each of them, as to his or her respective Share; (being equal to Six Seventy-second Parts,) upon trust for his or her Children who should attain Twenty-one, and their respective Heirs, Executors, Administrators, and Assigns respectively, in equal Shares, and in case either of *Richard Stevenson Brandon* and *Ann Sarah Pattinson* should die without leaving any Child who should attain Twenty-one, then the Share of the One of them so dying to be upon trust for the other of them, and his or her Children, and their respective Heirs, Executors, Administrators, and Assigns respectively, in the same Manner, and in proportion to his or her original Share; and as to the remaining One undivided Sixth Part thereof (being equal to Twelve Seventy-second Parts), upon trust for the Testator's Nieces *Mary Ann Long* and *Ann Scofield* in equal Shares for their Lives, and after the Decease of each of them, as to her respective Share, (being equal to Six Seventy-second Parts,) upon trust for her Children who should attain Twenty-one, and their Heirs, Executors, Administrators, and Assigns respectively, in equal Shares, and in case either of *Mary Ann Long* and *Ann Scofield* should die without leaving any Child who should attain Twenty-one, then the Share of the One so dying to be upon trust for the other of them and her Children, and their respective Heirs, Executors, Administrators, and Assigns respectively,

Brandon's Estate Act, 1860.

tively, in the same Manner and in proportion to her original Share: But the Testator did not dispose of the beneficial Interest in Two undivided Third Parts of the secondly-mentioned One undivided Fourth Part of the first-mentioned One undivided Sixth Part (being equal to Two Seventy-second Parts), or the beneficial Interest in the Two other undivided Fourth Parts of the same One undivided Sixth Part (being equal to Six undivided Seventy-second Parts), and which Parts so undisposed of were together equal to Eight undivided Seventy-second Parts: And the Testator directed that no Part of his Freeholds or Leaseholds should be sold: And the Will contained a Power for the Appointment of new Trustees thereof in the Place of Trustees thereof dying or desirous of being discharged from or declining to act in the Trusts thereof: The beneficial Interest in *Samuel Brandon's* Freeholds so undisposed of descended on his Heir-at-Law: The beneficial Interests in *Samuel Brandon's* Leaseholds so undisposed of devolved on his Next of Kin according to the Statutes of Distribution:—The now existing Annuities given by *Samuel Brandon's* Will: By an Order of the Court of Chancery made in the Suit of "*Brandon versus Brandon*" on the Seventh Day of *November* One thousand eight hundred and thirty-four, it was declared that *Sarah Harkness* was entitled for her separate Use to the Annuities, amounting together to Four hundred Pounds, given to her by *Samuel Brandon's* Will, and also to an Allowance of Sixty Pounds a Year in lieu of a House free from Rent and Taxes, to which she was entitled under ~~*Samuel Brandon's*~~ Will: *Sarah Harkness* is now entitled to those Annuities, amounting together to Four hundred Pounds, and to the Sixty Pounds a Year so ordered, making together Four hundred and sixty Pounds a Year: By an Indenture of Settlement, dated the Eighth Day of *September* One thousand eight hundred and thirty-seven, between *Joseph Alfred Nicholson* of the First Part, *Sarah Kitty Brandon Fudge* of the Second Part, and *Edward Brooksbank Tattershall* and *George Ware* of the Third Part, (being the Settlement made on the Marriage of *Joseph Alfred Nicholson* with *Sarah Kitty Brandon Fudge*, now *Sarah Kitty Brandon* his Wife,) her Annuity of One thousand Pounds was assigned to *Edward Brooksbank Tattershall* and *George Ware*, upon trust for her separate Use: *Edward Brooksbank Tattershall* died in the Month of *February* One thousand eight hundred and fifty-five: *Martha Maddams* is still entitled to her Annuity of Eight Pounds: Those Annuities, amounting together to One thousand four hundred and sixty-eight Pounds, are the only Annuities now payable under *Samuel Brandon's* Will:—Persons (other than the Annuitants and Incumbrancers) beneficially interested under *Samuel Brandon's* Will: *Thomas Brandon* the Great-nephew is living, and has Two Children, who have both attained Twenty-one, to wit, *Mary Ann Brandon*, who married *Montmorency Durant Stokes*, and *Lydia Brandon*, who married *Samuel Hosking*, and he has not had any other Child who attained Twenty-one: *Richard Brandon* the Nephew died on the Twenty-fifth Day of *March*

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The now existing Annuities given by *Samuel Brandon's* Will.

Persons other than the Annuitants and Incumbrancers beneficially interested under *Samuel Brandon's* Will.

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One thousand eight hundred and thirty-four, having had Ten Children who attained Twenty-one, to wit, *Samuel Brandon*, *Elizabeth Brandon*, who married *Richard Rogers*, *John Rose Brandon*, *Alfred Brandon*, *Richard Brandon*, *Catherine Brandon*, who married *Edward Hawley*, *Thomas Brandon*, *William Brandon*, *Henrietta Brandon*, who married *Henry Featherstonhaugh Wooster*, and *Barbara Brandon*, who married *George William Phillips*, and he had not any other Child who attained twenty-one: *George William Phillips* and *Barbara* his Wife have One Child only, to wit, *Henry Brandon Phillips*, who is now an Infant: *William Brandon* the Nephew died on the Twenty-first Day of *February* One thousand eight hundred and thirty, having had One Child who attained Twenty-one, to wit, *William Brandon*, and he had not any other Child who attained Twenty-one: *William Brandon* Son of *William* died on the Twenty-sixth Day of *August*. One thousand eight hundred and fifty-nine, having had Three Children and no more, to wit, *Elizabeth Brandon*, who died in early Infancy, *Mary Ann Brandon*, who married *Jacob Ordoyno*, and *Harriet Danzie*, now the Widow of *Robert Regwell Danzie*: *Jacob Ordoyno* and *Mary Ann* his Wife have had One Child, to wit, *Garrett Ordoyno*, now an Infant: *Sarah Ann Trehearn* died a Widow in the Month of *November*. One thousand eight hundred and nineteen, having had Four Children who attained Twenty-one, to wit, *John Branch Trehearn*, *Henry Trehearn*, *Elizabeth Barrass Brandon Trehearn*, who married *James Quennell* as her First Husband, and after his Decease *William Cooper* as her Second Husband, and *Sarah Ann Trehearn*, who married *John Wheeley* as her First Husband, and after his Decease *Jesse Garfield* as her Second Husband, and had not any other Child who attained Twenty-one: *Elizabeth Barrass Brandon Cooper* had, by *James Quennell* her First Husband, Six Children only, to wit, *Benjamin Brandon Quennell* and *Martha Brandon Quennell*, now *Martha Brandon Baker* Widow, both of whom are of full Age, and Four other Children: *Sarah Ann Trehearn* the Daughter married *John Wheeley* her First Husband, by whom she had *Edward Wheeley* her eldest Son: *John Wheeley* afterwards died, and *Sarah Ann Wheeley*, then his Widow, afterwards married *Jesse Garfield*: *Richard Stevenson Brandon* died on the Fifteenth Day of *July* One thousand eight hundred and thirty-two, without having had any Child who attained Twenty-one: *Ann Sarah Pattinson* died a Widow on the Seventeenth Day of *July* One thousand eight hundred and twenty-two, having had Three Children who attained Twenty-one, to wit, *Elizabeth Hodgson Pattinson*, who married *John Mackay*, *Mary Milbrow Pattinson*, who married *Benjamin Mainwaring*, and *Sarah Pattinson*, who married *Charles Pettingal*, and she had not any other Child who attained Twenty-one: *Elizabeth Hodgson Pattinson Mackay* died in the Month of *January* One thousand eight hundred and twenty-five, having had Six Children and no more, to wit, *Thomas Pattinson Mackay*, who, after having attained Twenty-one, died on the Eighth Day of *August* One thousand eight hundred

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and twenty-two; *Elizabeth Mackay*, who married *Adam John Laing Peebles*; *Anne Sarah Pattinson Mackay*, who married *Charles William Cumberland Mogg*; *Margaret Cowan Mackay*, who died a Spinster; *George Richard Mackay*, who died before the Twentieth Day of *February* One thousand eight hundred and fifty-four; and *Janet Mackay*, who married *Archibald Lewis Cocke*: *Anne Sarah Pattinson Mogg* has had One Child only, to wit, *Sarah Agatha Mogg*, now an Infant: *Janet Cocke* has had Three Children only, to wit, *Janet Sarah Cocke*, *Edith Mary Brandon Cocke*, and *Alice Louisa Cocke*, who are all Infants: *Mary Ann Long* died a Widow on the Ninth Day of *January* One thousand eight hundred and thirty-eight, without having had a Child who attained Twenty-one: *Ann Scofield* died a Widow on the Twenty-fifth Day of *February* One thousand eight hundred and forty-seven, having had by *Frederick Adolphus Ranken* her First Husband Three Children who attained Twenty-one, to wit, *Frederick William Ranken*, *Samuel Brandon Ranken*, and *Ann Matilda Ranken*, and she had not any other Child who attained Twenty-one: *Samuel Brandon Ranken* died on the Twenty-sixth Day of *October* One thousand eight hundred and twenty-nine, having had Two Children only, to wit, *Elizabeth Mary Ranken*, who married *Thomas Bull*, and *Mary Elizabeth Ranken*, who married *William Bull*: *Elizabeth Mary Bull* died on the Twenty-eighth Day of *January* One thousand eight hundred and forty-eight, having had One Child only, to wit, *Elizabeth Mary Bull* the younger, now an Infant; *Samuel Brandon* left *William Barnard John Brandon* his Heir at Law, and the following Persons his Next of Kin according to the Statutes of Distribution, to wit, his Widow *Sarah Brandon*, his Sister *Sarah Ann Trehearn*, his Nephews *William Brandon*, *Richard Brandon*, and *Richard Stevenson Brandon*, and his Nieces *Ann Sarah Pattinson*, *Mary Ann Long*, *Ann Scofield*, *Mary Ann Smith*, and *Harriet Fleming*: *Mary Ann Smith* died on the Twenty-first Day of *February* One thousand eight hundred and twenty-five, without having had any Child who attained Twenty-one:—The Four Seventy-second Parts of *Thomas Brandon* the Great-nephew and his Children: *Thomas Brandon* the Great-nephew is now Tenant for Life in Possession of Four undivided Seventy-second Parts of *Samuel Brandon's* Freeholds and Leaseholds, with immediate Remainder to his Two Children, *Mary Ann* the Wife of *Montmorency Durant Stokes*, and *Lydia* the Wife of *Samuel Hosking*, (who have both attained Twenty-one,) as Tenants in Common, their Heirs, Executors, Administrators, and Assigns respectively: The Persons (other than Annuitants and Incumbrancers) now beneficially interested in the same Four undivided Seventy-second Parts are *Thomas Brandon* the Great-nephew, *Montmorency Durant Stokes* and *Mary Ann* his Wife, and *Samuel Hosking* and *Lydia* his Wife:—The Twelve Seventy-second Parts of *Richard Brandon* the Nephew and his Children: *Richard Brandon* the Nephew, the Tenant for Life of Twelve other undivided Seventy-second Parts of *Samuel Brandon's* Freeholds and Leaseholds, died

The Four
Seventy-
second Parts
of *Thomas
Brandon* the
Great-
nephew and
his Children.

The Twelve
Seventy-
second Parts
of *Richard
Brandon* the
Nephew, and
his Children.

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died as above recited, having had Ten Children who attained Twenty-one, as above recited, to wit, *Samuel Brandon, Elizabeth Brandon, John Rose Brandon, Alfred Brandon, Richard Brandon, Catherine Brandon, Thomas Brandon, William Brandon, Henrietta Brandon, and Barbara Brandon*: By Indentures of Lease and Release dated respectively the Eleventh and Twelfth Days of *October* One thousand eight hundred and thirty-seven, between *Richard Brandon*, One of those Ten Children, of the one Part, and *John Rose Brandon* and *Samuel Brandon* Son of *Richard* of the other Part, the One undivided Tenth Part of *Richard Brandon* Son of *Richard* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *John Rose Brandon* and *Samuel Brandon* Son of *Richard*, their Heirs, Executors, Administrators, and Assigns respectively, as Tenants in Common, but subject to Repurchase by *Richard Brandon* Son of *Richard*, and the Name of *Samuel Brandon* Son of *Richard* was used therein merely as a Trustee for *John Rose Brandon*: By Indentures of Lease and Release dated respectively the Third and Fourth Days of *April* One thousand eight hundred and thirty-eight, between *Richard Rogers* and *Elizabeth* his Wife, another of those Ten Children, of the one Part, and *John Rose Brandon* of the other Part, her One undivided Tenth Part of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *John Rose Brandon*, his Heirs, Executors, Administrators, and Assigns respectively, but subject to Repurchase by her: By Indentures of Lease and Release dated respectively the ~~Twenty-ninth and Thirtieth~~ Days of *August* One thousand eight hundred and thirty-eight, the Indenture of Release between *John Rose Brandon* of the First Part, *Georgiana Bullen*, afterwards his Wife, of the Second Part, *Samuel Brandon* Son of *Richard* of the Third Part, *John Scargill* of the Fourth Part, and *Samuel Brandon* Son of *Richard* and *John Vickers* of the Fifth Part, (being the Settlement made on the Marriage of *John Rose Brandon* and *Georgiana Bullen*,) the Three undivided Tenth Parts then of *John Rose Brandon* of the same Twelve undivided Seventy-second Parts were conveyed unto and to the Use of *Samuel Brandon* Son of *Richard* and *John Vickers*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, but with Power of Sale thereof: By Indentures of Lease and Release dated respectively the Twenty-second and Twenty-third Days of *July* One thousand eight hundred and thirty-nine, between *John Rose Brandon* and *Georgiana* his Wife of the First Part, *Samuel Brandon* and *John Vickers* of the Second Part, *John Scargill* of the Third Part, and *John Vickers* and *Henry Featherstonhaugh Wooster* of the Fourth Part, *Henry Featherstonhaugh Wooster* was appointed a Trustee of that Marriage Settlement in the Place of *Samuel Brandon* Son of *Richard*, and the same Three undivided Tenth Parts were conveyed unto and to the Use of *John Vickers* and *Henry Featherstonhaugh Wooster*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereof, and with the Power of Sale thereof: By Indentures of Lease and Release dated

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dated respectively the First and Second Days of *November* One thousand eight hundred and thirty-nine, the Indenture of Release between *John Vickers* and *Henry Featherstonhaugh Wooster* of the First Part, *John Rose Brandon* and *Georgiana* his Wife of the Second Part, *Samuel Brandon* Son of *Richard* of the Third Part, and *Alfred Brandon* of the Fourth Part, the same Three undivided Tenth Parts were conveyed, as to the Freehold Parts thereof, to such Uses as *Samuel Brandon* Son of *Richard* should appoint, and in default of such Appointment to the Use of *Samuel Brandon* Son of *Richard* during his Life, with Remainder to the Use of *Alfred Brandon* and his Heirs during the Life of and upon trust for *Samuel Brandon* Son of *Richard*, with Remainder to the Use of *Samuel Brandon* Son of *Richard*, his Heirs and Assigns, and as to the Leasehold Parts thereof unto *Samuel Brandon* Son of *Richard*: By Indentures of Lease and Release dated respectively the Thirty-first Day of *July* and the First Day of *August* One thousand eight hundred and thirty-nine, between *Alfred Brandon* of the one Part, and *Samuel Brandon* Son of *Richard* of the other Part, the One undivided Tenth Part of *Alfred Brandon* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *Samuel Brandon* Son of *Richard*, his Heirs, Executors, Administrators, and Assigns respectively, subject to Repurchase by *Alfred Brandon*: By Indentures of Lease and Release dated respectively the Eighth and Ninth Days of *November* One thousand eight hundred and thirty-nine, between *Samuel Brandon* Son of *Richard* of the one Part, and ~~*George Harris De Russett*~~ of the other Part, the Five undivided Tenth Parts then of *Samuel Brandon* Son of *Richard* of the same Twelve undivided Seventy-second Parts were conveyed unto and to the Use of *George Harris De Russett*, his Heirs, Executors, Administrators, and Assigns respectively, by way of Mortgage thereof: By an Indenture, dated the Thirty-first Day of *July* One thousand eight hundred and forty-three, between *Samuel Brandon* Son of *Richard Brandon* of the First Part, *George Harris De Russett* of the Second Part, *John Rose Brandon*, *Richard Brandon* Son of *Richard*, *Richard Rogers* and *Eliza* his Wife, and *Alfred Brandon* of the Third Part, *John Pardon Ware* of the Fourth Part, and *George Ware* of the Fifth Part, the same Five undivided Tenth Parts were conveyed as to the Freehold Parts thereof to such Uses as *John Pardon Ware* should appoint, and in default of such Appointment to the Use of *John Pardon Ware* for Life, with Remainder to the Use of *George Ware*, his Executors, Administrators, and Assigns, during the Life of and upon trust for *John Pardon Ware*, with Remainder to the Use of *John Pardon Ware*, his Heirs and Assigns, and as to the Leasehold Parts thereof unto *John Pardon Ware*: By Indentures of Lease and Release dated respectively the Tenth and Eleventh Days of *March* One thousand eight hundred and forty-five, the Indenture of Release between *Edward Hawley* and *Catherine* his Wife of the First Part, *Samuel Brandon* Son of *Richard* of the Second Part, and *John Outhwaite* of the Third Part, the One undivided Tenth Part of *Catherine Hawley* of the same Twelve undivided Seventy-second Parts

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was conveyed unto and to the Use of *John Outhwaite*, his Heirs, Executors, Administrators, and Assigns respectively, by way of Mortgage thereof: By an Indenture dated the Fifteenth Day of *April* One thousand eight hundred and thirty-six, between *Edward Hawley* and *Catherine* his Wife of the one Part, and *John Outhwaite* of the other Part, the same One undivided Tenth Part was released unto and to the Use of *John Outhwaite*, his Heirs, Executors, Administrators, and Assigns respectively, absolutely: By an Indenture dated the Twenty-first Day of *December* One thousand eight hundred and forty-three, between *John Outhwaite* of the one Part, and *John Scargill* of the other Part, the same One undivided Tenth Part was conveyed unto and to the Use of *John Scargill*, his Heirs, Executors, Administrators, and Assigns respectively: By Indentures of Lease and Release, dated respectively the Seventh and Eighth Days of *October* One thousand eight hundred and thirty-five, the Indenture of Release between *Thomas Brandon* Son of *Richard* and *William Brandon* Son of *Richard* of the First Part, *William Barnard John Brandon* of the Second Part, and *John James Joseph Sudlow* of the Third Part, the One undivided Tenth Part of *Thomas Brandon* Son of *Richard* of the same Twelve undivided Seventy-second Parts was conveyed as to the Freehold Parts thereof to such Uses as *William Barnard John Brandon* should appoint, and in default of such Appointment to the Use of *William Barnard John Brandon* for Life, with Remainder to the Use of *John James Joseph Sudlow*, his Executors and Administrators, during the Life of and upon trust for *William Barnard John Brandon*, with Remainder to the Use of *William Barnard John Brandon*, his Heirs and Assigns, and as to the Leasehold Parts thereof unto *William Barnard John Brandon*: In the Month of *January* One thousand eight hundred and forty a Fiat in Bankruptcy was issued against *William Barnard John Brandon*, whereunder he was declared bankrupt, and *William Whitmore* was appointed Official Assignee, and *James Newton*, *Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* were appointed Creditors Assignees of his Estate and Effects: By an Indenture dated the Twenty-ninth Day of *November* One thousand eight hundred and forty-three, between *William Whitmore* of the First Part, *James Newton*, *Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* of the Second Part, and *John Scargill* of the Third Part, the same One undivided Tenth Part was conveyed, as to the Freehold Parts thereof, to such Uses as *John Scargill* should appoint, and in default of such Appointment to the Use of *John Scargill*, his Heirs and Assigns, and as to the Leasehold Parts thereof unto *John Scargill*: By his Will dated the Sixteenth Day of *December* One thousand eight hundred and forty-six, *John Scargill* devised his Two Tenth Parts, then late of *Catherine Hawley* and *Thomas Brandon* Son of *Richard*, of the same Twelve undivided Seventy-second Parts, to *Mary Scargill*, her Heirs, Executors, Administrators, and Assigns respectively, and appointed her Executor thereof: On the Twenty-seventh Day of *June* One thousand eight hundred

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and forty-eight *John Scargill* died without having revoked or altered his Will, which on the Twelfth Day of *July* One thousand eight hundred and forty-eight was proved by *Mary Scargill*, the Executrix thereof, in the Prerogative Court of *Canterbury*: By the recited Indentures of the Seventh and Eighth Days of *October* One thousand eight hundred and thirty-five the One undivided Tenth Part of *William Brandon* Son of *Richard* of the same Twelve undivided Seventy-second Parts was conveyed, as to the Freehold Parts thereof, to such Uses as *William Barnard John Brandon* should appoint, and in default of Appointment to the Use of *William Barnard John Brandon* and his Assigns for Life, with Remainder to the Use of *John James Joseph Sudlow*, his Executors and Administrators, during the Life of and upon trust for *William Barnard John Brandon*, with Remainder to the Use of *William Barnard John Brandon*, his Heirs and Assigns, and as to the Leasehold Parts thereof to *William Barnard John Brandon*: *William Barnard John Brandon* was declared bankrupt, and his Assignees were appointed as above recited: By Indentures of Lease and Release dated respectively the Twenty-ninth and Thirtieth Days of *November* One thousand eight hundred and forty-three, between *William Whitmore, James Newton, Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* of the one Part, and *John James Joseph Sudlow* of the other Part, the same One Tenth Part was conveyed unto and to the Use of *John James Joseph Sudlow*, his Heirs, Executors, Administrators, and Assigns respectively: By his Will dated the Third Day of *April* One thousand eight hundred and fifty-four *John James Joseph Sudlow* gave the same One Tenth Part unto and to the Use of *Mary* his Wife, her Heirs, Executors, Administrators, and Assigns respectively: On the Twenty-fifth Day of *April* One thousand eight hundred and fifty-eight *John James Joseph Sudlow* died without having revoked or altered his Will, which on the Nineteenth Day of *May* One thousand eight hundred and fifty-eight was proved by *Mary Sudlow*, the Executrix thereof, in the Principal Registry of Her Majesty's Court of Probate: By her Will dated the Third Day of *August* One thousand eight hundred and fifty-eight *Mary Sudlow* gave the same One Tenth Part unto and to the Use of *Edward Sudlow* and *William Wood Whitter*, their Heirs, Executors, Administrators, and Assigns respectively, upon Trusts for the Benefit of her Four Daughters, and their respective Heirs, Executors, Administrators, and Assigns respectively, and appointed *Edward Sudlow* and *William Wood Whitter* Executors thereof: On the Seventh Day of *March* One thousand eight hundred and sixty *Mary Sudlow* died, without having revoked or altered her recited Will, which on the Seventeenth Day of *May* One thousand eight hundred and sixty was proved by *William Wood Whitter* alone in the Principal Registry of Her Majesty's Court of Probate: *Mary Sudlow* left her Four Daughters, referred to in her recited Will, to wit, *Gertrude Sudlow, Margaret Sudlow, Agnes Sudlow*, and *Beatrice Sudlow*, who are all Spinsters, and

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of Age: By Indentures of Lease and Release, dated respectively the Sixteenth and Seventeenth Days of *February* One thousand eight hundred and thirty-seven, the Indenture of Release between *Henrietta Brandon* of the First Part, *Henry Featherstonhaugh Wooster* of the Second Part, and *Samuel Brandon* Son of *Richard* of the Third Part, (being the Settlement made on the Marriage of *Henrietta Brandon* with *Henry Featherstonhaugh Wooster*,) the One undivided Tenth Part of *Henrietta Brandon* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *Samuel Brandon* Son of *Richard*, his Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, being Trusts (after the Solemnization of the then intended Marriage) for her for Life for her separate Use, and after her Decease for *Henry Featherstonhaugh Wooster* for his Life, and after his Decease for such Persons as she should appoint, and in default of such Appointment for her right Heirs and Next of Kin: By an Indenture, dated the Tenth Day of *September* One thousand eight hundred and fifty-three, between *Barbara Brandon* of the First Part, *George William Phillips* of the Second Part, and *Samuel Brandon* Son of *Richard* and *Edward Hawley* of the Third Part, (being the Settlement made on the Marriage of *Barbara Brandon* with *George William Phillips*,) the One equal undivided Tenth Part of *Barbara Brandon* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *Samuel Brandon* Son of *Richard* and *Edward Hawley*, their Heirs, Executors, Administrators, and Assigns respectively, to hold as Personal Estate unto and to the Use of *Samuel Brandon* Son of *Richard* and *Edward Hawley*, their Executors, Administrators, and Assigns, upon the Trusts thereby declared thereof, being Trusts (after the Solemnization of the then intended Marriage) for *Barbara Brandon* for Life for her separate Use, and after her Decease for *George William Phillips* for his Life, and after his Decease for such One or more of the Children or more remote Issue of the then intended Marriage (the more remote Issue to be the Issue of a Child or Children who should have died before the making of the Appointment, and to be born during the Lives or Life of *George William Phillips* and *Barbara Brandon*, or the Survivor of them, making the Appointment), as *George William Phillips* and *Barbara Brandon*, or the Survivor of them, should appoint, and in default of such Appointment for all the Children of the then intended Marriage, in equal Shares, and their respective Executors, Administrators, and Assigns, with Survivorship and Accruer in case of the Death of any of the Children as to Sons under Twenty-one, and without leaving Issue living at their respective Decease, and as to Daughters under Age, and without having been previously married with Consent, as therein expressed; but in case there should be no Child who should attain a vested Interest, then, if *Barbara Brandon* should survive *George William Phillips*, upon trust for *Barbara Brandon*, or in case he should survive her, then upon such Trusts as she should appoint, and in default of such Appointment upon trust for her Next of Kin; and
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it was thereby provided, that the Trust Estate thereby settled should for the Purposes of that Settlement be deemed in Equity absolutely converted into Personal Estate: There is One Child of *George William Phillips* and *Barbara* his Wife, as above recited, to wit, *Henry Brandon Phillips*, who is an Infant: The Persons (other than Annuitants and Incumbrancers) now beneficially interested in the same Twelve undivided Seventy-second Parts are, *John Pardon Ware*, *Mary Scargill* Widow, *Gertrude Sudlow* Spinster, *Margaret Sudlow* Spinster, *Agnes Sudlow* Spinster, *Beatrice Sudlow* Spinster, *Henry Featherstonhaugh Wooster* and *Henrietta* his Wife, *George William Phillips* and *Barbara* his Wife, and their Child *Henry Brandon Phillips*, now an Infant: The Persons (other than *Samuel Brandon's* Trustees) now interested as Trustees in such Parts of the same Twelve undivided Seventy-second Parts as are held upon the recited Trusts are *George Ware* (Dower Trustee), *Edward Sudlow*, *William Wood Whitter*, *Samuel Brandon* Son of *Richard*, and *Edward Hawley*:—

The Twelve-
Seventy-
second Parts
of William
Brandon the
Nephew
and his
Child.

The Twelve Seventy-second Parts of *William Brandon* the Nephew and his Child: *William Brandon* the Nephew, the Tenant for Life of Twelve other undivided Seventy-second Parts of *Samuel Brandon's* Freeholds and Leaseholds, died as above recited, having had One Child, *William Brandon*, as above recited: By an Indenture dated the Twenty-fourth Day of *February* One thousand eight hundred and thirty-one, between *William Brandon* Son of *William* and *Mary Ann* his Wife of the one Part, and *Thomas Rose*, *John Scargill*, and *Thomas Rennie Hutton* of the other Part, (being the Marriage Settlement of *William Brandon* Son of *William* and *Mary Ann* his Wife,) the same Twelve undivided Seventy-second Parts were conveyed unto and to the Use of *Thomas Rose*, *John Scargill*, and *Thomas Rennie Hutton*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, being (after the Decease of *William Brandon* Son of *William* and *Mary Ann* his Wife respectively, and subject to a Trust for Maintenance of Infants, which has now ceased,) Trusts for such of the Children of *William Brandon* Son of *William* by *Mary Ann* his Wife as being Sons should attain Twenty-one, or being Daughters should attain Twenty-one or be married, in equal Shares as Tenants in Common, and their respective Heirs and Assigns: By a Deed Poll indorsed on the recited Indenture of the Twenty-fourth Day of *February* One thousand eight hundred and thirty-one, and dated the Twenty-ninth Day of *December* One thousand eight hundred and forty-eight, under the Hands and Seals of *William Brandon* Son of *William* and *Mary Ann* his Wife (wherein were recited the Death of *John Scargill*, and that *Thomas Rose* never accepted the Trusts, and then resided beyond Seas), *Henry Parker* and *John James Scargill* were appointed to be Trustees of that Marriage Settlement in the Place of *John Scargill* deceased and *Thomas Rose* respectively: *Mary Ann*, Wife of *William Brandon* Son of *William*, died on the Twentieth Day of *July* One thousand eight hundred and fifty-one: By a Deed Poll, also indorsed on the recited Indenture of the Twenty-fourth Day of *February* One thousand

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thousand eight hundred and fifty-one, and dated the Tenth Day of *December* One thousand eight hundred and fifty-five, under the Hand and Seal of *William Brandon* Son of *William, Henry Parker* the younger was appointed to be a Trustee of that Marriage Settlement in the Place of *Thomas Rennie Hutton*, who had retired from the Trusteeship thereof: *William Brandon* Son of *William* died as above recited, having had, as above recited, Two Children, to wit, *Mary Ann Ordoyno* and *Harriet Danzie*: By an Indenture dated the Twenty-seventh Day of *June* One thousand eight hundred and fifty-three, between *Jacob Ordoyno* of the First Part, *Mary Ann* his Wife and *Garrett Ordoyno* their Son of the Second Part, and *William Brandon* Son of *William* of the Third Part, the Trusts of One undivided Half of the same Twelve undivided Seventy-second Parts were declared to be for *Mary Ann Ordoyno* for her Life for her separate Use, and after her Decease for *Garrett Ordoyno*, his Heirs, Executors, Administrators, and Assigns respectively: The Persons (other than Annuitants and Incumbrancers) now beneficially interested in the same Twelve undivided Seventy-second Parts are *Mary Ann* the Wife of *Jacob Ordoyno*, *Garrett Ordoyno* their Son, now an Infant, and *Harriet Danzie* Widow: The Persons (other than *Samuel Brandon's* Trustees) now interested as Trustees in the same Twelve undivided Seventy-second Parts are *Henry Parker*, *John James Scargill*, and *Henry Parker* the younger:—The Twelve Seventy-second Parts of *Sarah Ann Trehearn* and her Children: *Sarah Ann Trehearn*, the Tenant for Life of Twelve other undivided Seventy-second Parts of *Samuel Brandon's* Freeholds and Leaseholds, died on the Twenty-sixth Day of *July* One thousand eight hundred and nineteen, as above recited, having had Four Children who attained Twenty-one, as above recited, to wit, *John Branch Trehearn*, *Henry Trehearn*, *Elizabeth Barrass Brandon Trehearn*, and *Sarah Ann Trehearn*: By Indentures of Lease and Release dated respectively the Twenty-seventh and Twenty-eighth Days of *April* One thousand eight hundred and twenty-seven, the Indenture of Release between *John Branch Trehearn* of the First Part, *Henry Trehearn* of the Second Part, *John Plaskett* of the Third Part, and *John Thomas Miller* of the Fourth Part, the Two undivided Fourth Parts of *John Branch Trehearn* and *Henry Trehearn* respectively of the same Twelve undivided Seventy-second Parts were conveyed, as to the Freehold Parts thereof, to such Uses as *John Plaskett* should appoint, and in default of such Appointment to the Use of *John Plaskett* for Life, with Remainder to the Use of *John Thomas Miller* during the Life of and upon trust for *John Plaskett*, with Remainder to the Use of *John Plaskett*, his Heirs and Assigns, and as to the Leasehold Parts thereof unto *John Plaskett*: By an Indenture dated the Fourth Day of *August* One thousand eight hundred and twenty-seven, between *John Plaskett* of the First Part, *Robert Rainy Pennington* of the Second Part, *Thomas Smyth* of the Third Part, and *Francis Crew* of the Fourth Part, the same Two undivided Fourth Parts were conveyed unto and to the Use of *Robert Rainy Pennington*,

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The Twelve Seventy-second Parts of Sarah Ann Trehearn and her Children.

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his Heirs, Executors, Administrators, and Assigns respectively, by way of Mortgage thereof: By Indentures of Lease and Release dated respectively the Twenty-eighth and Twenty-ninth Days of *January* One thousand eight hundred and thirty-four, the Indenture of Release between *John Plaskett* of the First Part, *Francis Crew* of the Second Part, and *Robert Rainy Pennington* of the Third Part, the same Two undivided Fourth Parts were released as to the Freehold Parts thereof to such Uses as *Robert Rainy Pennington* should appoint, and in default of Appointment to the Use of *Robert Rainy Pennington*, his Heirs and Assigns absolutely, and as to the Leasehold Parts thereof unto *Robert Rainy Pennington* absolutely: By his Will, dated the Twenty-sixth Day of *July* One thousand eight hundred and forty-eight, *Robert Rainy Pennington* gave the same Two undivided Fourth Parts to *George James Pennington* and *Henry Parker*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, being Trusts for the Payment of an Annuity to the Testator's Niece *Isabella Crommelin* (therein called Mrs. *Crommelin*) for her Life, and subject thereto upon trust for *William Pennington*, his Heirs, Executors, and Administrators, and appointed *George James Pennington* and *Henry Parker* Executors thereof: On the Eighth Day of *March* One thousand eight hundred and forty-nine *Robert Rainy Pennington* died without having revoked or altered his recited Will, which on the Twenty-seventh Day of *April* One thousand eight hundred and forty-nine was proved by *George James Pennington* and *Henry Parker*, the Executors thereof, in the Prerogative Court of *Canterbury*: *George James Pennington* died on the Fourteenth Day of *November* One thousand eight hundred and fifty: *Isabella Crommelin* died on the Twentieth Day of *June* One thousand eight hundred and fifty-three: By Indentures of Lease and Release dated respectively the First and Second Days of *December* One thousand eight hundred and nineteen, between *James Quennell* and *Elizabeth Barrass Brandon* his Wife of the one Part, and *William Hairby* and *Thomas Ellis* of the other Part, the One undivided Fourth Part of *Elizabeth Barrass Brandon Quennell* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *William Hairby* and *Thomas Ellis*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, being Trusts after the Decease of *James Quennell* in the Lifetime of *Elizabeth Barrass Brandon* his Wife (which Event happened) for her for her Life, and after her Decease for such One or more of his Children by her as she should appoint: *Thomas Ellis* afterwards died: By a Deed Poll endorsed on the recited Indenture of the Second Day of *December* One thousand eight hundred and nineteen, and dated the Sixteenth Day of *July* One thousand eight hundred and fifty-three, under the Hand and Seal of *Elizabeth Barrass Brandon Cooper*, *Benjamin Brandon Quennell* was appointed to be a Trustee of that Indenture in the Place of *Thomas Ellis*, then deceased: *William Hairby* died on the First Day of *November*

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One thousand eight hundred and fifty-nine: *James Quennell* died as above recited: *James Quennell* and *Elizabeth Barrass Brandon* his Wife had Six Children, as above recited, to wit, *Benjamin Brandon Quennell* and *Martha Brandon Baker*, and Four other Children: *Elizabeth Barrass Brandon Quennell*, then a Widow, married *William Cooper*, as above recited, and he afterwards went abroad, and has not been heard of for more than Twenty-one Years now last past, and is presumed to be dead, and is regarded in these Suits as being dead: By a Deed Poll dated the Seventeenth Day of *May* One thousand eight hundred and sixty, *Elizabeth Barrass Brandon Cooper*, in exercise of her recited Power in that Behalf, appointed the same One undivided Fourth Part, subject to her Life Estate therein, unto *Benjamin Brandon Quennell* and *Martha Brandon Baker*, as Tenants in Common, and their respective Heirs, Executors, Administrators, and Assigns respectively: *Sarah Ann Trehearn* married *John Wheeley* as her First Husband, and had *Edward Wheeley* her eldest Son, and married *Jesse Garfield* as her Second Husband, as above recited: By Indentures of Lease and Release dated respectively the Sixteenth and Seventeenth Days of *April* One thousand eight hundred and twenty-seven, the Indenture of Release between *Jesse Garfield* and *Sarah Ann* his Wife of the First Part, *Trenham Hold* of the Second Part, and *Samuel Bignold* of the Third Part, and Three several Fines *sur cognizance de droit come ceo, &c.*, levied by *Jesse Garfield* and *Sarah Ann* his Wife, the One undivided Fourth Part of *Sarah Ann Garfield* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *Samuel Bignold*, his Heirs, Executors, Administrators, and Assigns respectively, by way of Mortgage thereof: By an Indenture endorsed on the recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and twenty-seven, and dated the Seventh Day of *May* One thousand eight hundred and twenty-seven, between *Jesse Garfield* and *Sarah Ann* his Wife of the one Part, and *Samuel Bignold* of the other Part, the same One undivided Fourth Part was further charged: By an Indenture also endorsed on the recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and twenty-seven, and dated the Fourth Day of *August* One thousand eight hundred and twenty-nine, between *Jesse Garfield* and *Sarah Ann* his Wife of the one Part, and *Samuel Bignold* of the other Part, the same One undivided Fourth Part was further charged: By an Indenture also endorsed on the recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and twenty-seven, and dated the Fourth Day of *August* One thousand eight hundred and thirty-six, between *Jesse Garfield* and *Sarah Ann* his Wife of the First Part, *Robert Spicer Goddard* of the Second Part, and *Samuel Bignold* of the Third Part, (wherein were recited the Insolvency of *Jesse Garfield*, and an Assignment of his Estate and Effects to the Provisional Assignee of the Court for the Relief of the Insolvent Debtors, and the Conveyance and Assignment of the same to *Robert Spicer Goddard*, and an Assignment by *Samuel Bignold* to *Robert Spicer*

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Spicer Goddard, as such Assignee of a Leasehold Estate of *Jesse Garfield* comprised in the recited Mortgage Securities of *Samuel Bignold*,) the Interest of *Robert Spicer Goddard* as such Assignee in the same One undivided Fourth Part was released to *Samuel Bignold* as such Mortgagee, and, subject to the Payment of the Principal Money and Interest secured by those Mortgage Securities, upon trust for *Sarah Ann Garfield*, her Heirs, Executors, Administrators, and Assigns respectively, as her separate Estate, with a Proviso that if she should die intestate in the Life of *Jesse Garfield* that Trust should not take away or prejudice his Right as Administrator: *Sarah Ann Garfield* died on the Thirty-first Day of *July* One thousand eight hundred and forty-nine, leaving *Edward Wheeley* her Heir-at-Law: By the Indentures of the Seventeenth Day of *April* One thousand eight hundred and fifty-one and the Twenty-fourth Day of *August* One thousand eight hundred and fifty-five respectively, herein-after recited, the Estate of *Jesse Garfield* as Tenant by the Curtesy of *England* of the Freehold Parts of the same One undivided Fourth Part was conveyed to *Thomas Jones Mawe*: By an Indenture dated the Third Day of *November* One thousand eight hundred and fifty-seven, between *Samuel Bignold*, then *Sir Samuel Bignold*, of the First Part, *Thomas Jones Mawe* of the Second Part, and *Frederic Eustace Mawe* of the Third Part, the same One undivided Fourth Part was conveyed unto and to the Use of *Frederic Eustace Mawe*, his Heirs, Executors, Administrators, and Assigns respectively, by way of Transfer to him of the recited Mortgage Securities of *Sir Samuel Bignold*: By an Indenture dated the Twenty-ninth Day of *September* One thousand eight hundred and fifty-seven, between *Elizabeth Barrass Brandon Cooper* of the First Part, *Edward Wheeley* of the Second Part, and *Josiah Yeomans Robins* of the Third Part, the Equity of Redemption of the Freehold Parts of the same One undivided Fourth Part was conveyed to *Josiah Yeomans Robins*, his Heirs and Assigns: By an Indenture endorsed on the recited Indenture of the Twenty-ninth Day of *September* One thousand eight hundred and fifty-seven, and dated the First Day of *June* One thousand eight hundred and fifty-nine, between *Frederic Eustace Mawe* of the one Part, and *Josiah Yeomans Robins* of the other Part, the same Freehold Parts were conveyed unto and to the Use of *Josiah Yeomans Robins*, his Heirs and Assigns, absolutely: On the Sixteenth Day of *October* One thousand eight hundred and fifty Letters of Administration of the Estate and Effects of *Sarah Ann Garfield* were granted to *Jesse Garfield* by the Prerogative Court of *Canterbury*: By an Indenture dated the Seventeenth Day of *April* One thousand eight hundred and fifty-one, between *Jesse Garfield* of the one Part, and *Thomas Jones Mawe* of the other Part, the Equity of Redemption of the Leasehold Parts of the same One undivided Fourth Part was conveyed to *Thomas Jones Mawe* by way of Mortgage thereof: By an Indenture endorsed on the recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and fifty-one, and dated the Twenty-fourth Day of *August* One thousand eight hundred and fifty-five, between

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between *Jesse Garfield* of the one Part, and *Thomas Jones Mawe* of the other Part, the Equity of Redemption under *Samuel Bignold's* recited Mortgage Securities of the same Leasehold Parts was assigned unto *Thomas Jones Mawe* absolutely, but subject to the Payment of an Annuity to *Jesse Garfield* during his Life: *Jesse Garfield* died in the Month of *January* One thousand eight hundred and fifty-seven: By the recited Indenture of the Third Day of *November* One thousand eight hundred and fifty-seven all the Interest of *Samuel Bignold* under his recited Mortgage Securities in the same Leasehold Parts, and all the Interest of *Thomas Jones Mawe* under the recited Indentures of the Seventeenth Day of *April* One thousand eight hundred and fifty-one and the Twenty-fourth Day of *August* One thousand eight hundred and fifty-five respectively in the same Leasehold Parts were respectively assigned unto *Frederic Eustace Mawe*: The Persons (other than Annuitants and Incumbrancers) now beneficially interested in the same Twelve undivided Seventy-second Parts are *William Pennington, Elizabeth Barrass Brandon Cooper* Widow, *Benjamin Brandon Quennell, Martha Brandon Baker* Widow, *Josiah Yeomans Robins*, and *Frederic Eustace Mawe*: The Persons (other than *Samuel Brandon's* Trustees) now interested as Trustees in such Parts of the same Twelve undivided Seventy-second Parts as are held upon the recited Trusts are *Henry Parker* and *Benjamin Brandon Quennell*:—The Twelve Seventy-second Parts of *Richard Stevenson Brandon* and *Ann Sarah Pattinson* and her Children: *Richard Stevenson Brandon*, one of the Tenants for Life of Twelve undivided Seventy-second Parts of *Samuel Brandon's* Freeholds and Leaseholds, died without a Child, as above recited: *Ann Sarah Pattinson*, the other Tenant for Life of the same Twelve undivided Seventy-second Parts, died as above recited, having had Three Children who attained Twenty-one, as above recited, to wit, *Elizabeth Hodgson Mackay, Mary Milbrow Mainwaring*, and *Sarah Pettingal*: *Elizabeth Hodgson Mackay* had, as above recited, Six Children, to wit, *Thomas Pattinson Mackay, Elizabeth Mackay, Ann Sarah Pattinson Mackay, Margaret Cowan Mackay, George Richard Mackay*, and *Janet Mackay*: *Elizabeth Hodgson Mackay*, then a Widow, by her Will dated the Thirty-first Day of *January* One thousand eight hundred and twenty-five, gave her One undivided Third Part of the same Twelve undivided Seventy-second Parts to *Richard Stevenson Brandon, William Draper*, and *James Mackay*, upon trust for such of her Six Children as should attain Twenty-one, or being Daughters should marry under Age with Consent, as therein expressed, and their respective Heirs, Executors, Administrators, and Assigns: *Elizabeth Hodgson Mackay* died in the Month of *January* One thousand eight hundred and twenty-five, without having revoked or altered her recited Will, which, on the Twenty-ninth Day of *April* One thousand eight hundred and twenty-five; was proved by *James Mackay*, One of the Executors thereof, in the Prerogative Court of *Canterbury*: *Margaret Cowan Mackay* died an Infant Spinster: *Thomas Pattinson Mackay*, who

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The Twelve
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had attained Twenty-one, by his Will, dated the Third Day of *January* One thousand eight hundred and twenty-eight, gave his One Fifth Part of the same One undivided Third Part to *Elizabeth Mackay, Ann Sarah Pattinson Mackay, George Richard Mackay, and Janet Mackay*, in equal Shares, their Heirs, Executors, Administrators, and Assigns respectively, and appointed *Ann Sarah Pattinson Mackay* and others Executors thereof: *Thomas Pattinson Mackay* died on the Eighth Day of *August* One thousand eight hundred and forty-two, without having revoked or altered his recited Will, which on the Eleventh Day of *July* One thousand eight hundred and forty-three was proved by *Ann Sarah Pattinson Mackay* alone in the Prerogative Court of *Canterbury*: *George Richard Mackay* attained Twenty-one, and died at Sea, intestate and unmarried, before the Seventeenth Day of *February* One thousand eight hundred and fifty-four, on which Day Letters of Administration of his Estate and Effects were granted to *Ann Sarah Pattinson Mackay* by the Prerogative Court of *Canterbury*: On the Death of *George Richard Mackay* the Freehold Parts of his One undivided Fourth Part of the same One undivided Third Part descended on his Three Sisters *Elizabeth Mackay, Ann Sarah Pattinson Mackay, and Janet Mackay*, as his Co-heiresses-at-Law, and they became entitled as his Next of Kin to the Leasehold Parts of the same One undivided Fourth Part: *Elizabeth Mackay* married *Adam John Laing Peebles*: By an Indenture dated the Seventeenth Day of *April* One thousand eight hundred and sixty, between *Adam John Laing Peebles* and *Elizabeth* his Wife of the First Part, *John Smale Torr* of the Second Part, and *William Charles Withall* of the Third Part, the One undivided Third Part of *Elizabeth Peebles* of the One undivided Third Part then late of *Elizabeth Hodgson Mackay* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *William Charles Withall*, his Heirs, Executors, Administrators, and Assigns respectively: By an Indenture dated the Sixth Day of *September* One thousand eight hundred and fifty-four, between *Ann Sarah Pattinson Mackay* of the First Part, *Charles William Cumberland Mogg* of the Second Part, *John James Joseph Sudlow, John Rees Mogg, and Jacob Frederick Young Mogg* of the Third Part, (being the Settlement made on the Marriage of *Ann Sarah Pattinson Mackay* with *Charles William Cumberland Mogg*,) the One undivided Third Part of *Ann Sarah Pattinson Mackay* of the One undivided Third Part then late of *Elizabeth Hodgson Mackay* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *John James Joseph Sudlow, John Rees Mogg, and Jacob Frederick Young Mogg*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, being Trusts (after the Solemnization of the then intended Marriage) during the joint Lives of *Ann Sarah Pattinson Mackay* and *Charles William Cumberland Mogg* for her separate Use, and after the Death of either of them for the Survivor of them for his or her Life, and after the Decease of the Survivor of them for such One or more of their Children

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as she should appoint, and in default of such Appointment for all the Children of *Ann Sarah Pattinson Mackay* and *Charles William Cumberland Mogg*, in equal Shares, with Survivorship and Accruer in case of the Death of any of them, as to Sons under Twenty-one, and as to Daughters under Twenty-one and without having been married, but in case there should be no such Child who should attain a vested Interest, then upon trust for such Persons as *Ann Sarah Pattinson Mackay* should appoint, and in default of such Appointment upon trust for *Ann Sarah Pattinson Mackay*, her Heirs, Executors, Administrators, and Assigns respectively: *Ann Sarah Pattinson Mackay* married on the Ninth Day of *September* One thousand eight hundred and fifty-four, and is now the Wife of *Charles William Cumberland Mogg*: There is, as above recited, One Child of *Charles William Cumberland Mogg* and *Ann Sarah Pattinson* his Wife, to wit, *Sarah Agatha Mogg*, now an Infant: *John James Joseph Sudlow* died as above recited: By an Indenture dated the Thirteenth Day of *December* One thousand eight hundred and fifty-two, between *Janet Mackay* of the First Part, *Archibald Lewis Cocke* of the Second Part, and *William Allen Sumner* and *John Hearle* of the Third Part, (being the Settlement made on the Marriage of *Janet Mackay* with *Archibald Lewis Cocke*,) the One undivided Third Part of *Janet Mackay* of the One undivided Third Part then late of *Elizabeth Hodgson Mackay* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *William Allen Sumner* and *John Hearle*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, being Trusts (after the Solemnization of the then intended Marriage) during the joint Lives of *Archibald Lewis Cocke* and *Janet Mackay* for her separate Use, and after the Decease of either of them for the Survivor of them during his or her Life, and after the Decease of the Survivor of them for such One or more of their Children as *Janet Mackay* should appoint, and in default of such Appointment for all the Children of *Archibald Lewis Cocke* and *Janet Mackay* in equal Shares, and their respective Executors, Administrators, and Assigns, with Survivorship and Accruer in the event of the Decease of any of the Children, as to Sons under Twenty-one, and as to Daughters under Twenty-one and without having been married, but in case there should be no Child who should attain a vested Interest then upon trust for *Janet Mackay*, her Heirs, Executors, Administrators, and Assigns respectively: *Janet Mackay* married on the Sixteenth Day of *December* One thousand eight hundred and fifty-two, and is now the Wife of *Archibald Lewis Cocke*: There are, as above recited, Three Children of *Archibald Lewis Cocke* and *Janet* his Wife, to wit, *Janet Sarah Cocke*, *Edith Mary Brandon Cocke*, and *Alice Louisa Cocke*, all now Infants: *Mary Milbrow Pattinson* married on the Sixth Day of *January* One thousand eight hundred and eighteen *Benjamin Mainwaring*: By virtue of an Indenture dated the Thirteenth Day of *May* One thousand eight hundred and thirty-three, between *Benjamin Mainwaring*

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waring and *Mary Milbrow* his Wife of the one Part, and *Samuel Bignold* of the other Part, and of a Fine *sur cognizance de droit come ceo, &c.*, the Freehold Parts of the One undivided Third Part of *Mary Milbrow Mainwaring* of the One undivided Third Part then late of *Elizabeth Hodgson Mackay* of the same Twelve undivided Seventy-second Parts was limited to such Uses as *Benjamin Mainwaring* and *Mary Milbrow* his Wife should jointly appoint, and in default of such Appointment to the Use of *Mary Milbrow Mainwaring*, her Heirs and Assigns: By an Indenture dated the Twenty-first Day of *January* One thousand eight hundred and thirty-seven, between *Benjamin Mainwaring* and *Mary Milbrow* his Wife of the one Part, and *William Barnard John Brandon* of the other Part, the Freehold and Leasehold Parts of the same One undivided Third Part were conveyed unto and to the Use of *William Barnard John Brandon*, his Heirs, Executors, Administrators, and Assigns, respectively: *William Barnard John Brandon* was declared bankrupt, and *William Whitmore, James Newton, Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* were appointed Assignees, as above recited: By an Indenture dated the Ninth Day of *June* One thousand eight hundred and forty-three, between *William Whitmore* of the First Part, *James Newton, Samuel Brandon* Son of *Richard*, and *John Allworth Pash* of the Second Part, and *Robert Rainy Pennington* of the Third Part, the same One undivided Third Part was conveyed, as to the Freehold Parts thereof, to such Uses as *Robert Rainy Pennington* should appoint, and in Default of such Appointment to the Use of *Robert Rainy Pennington*, his Heirs and Assigns, and as to the Leasehold Parts thereof unto *Robert Rainy Pennington*: *Robert Rainy Pennington* by his Will, as above recited, gave the same One undivided Third Part to *George James Pennington* and *Henry Parker*, their Heirs, Executors, Administrators, and Assigns respectively, upon trust (subject to an Annuity, which, as above recited, has since ceased,) for *William Pennington*, his Heirs, Executors, Administrators, and Assigns respectively: *George James Pennington* died as above recited: *Sarah Pattinson* married *Charles Pettingal* on the Twenty-second Day of *January* One thousand eight hundred and twenty-one: *Charles Pettingal* died on the Fifth Day of *December* One thousand eight hundred and forty-three: The Persons (other than Annuitants and Incumbrancers) now beneficially interested in the same Twelve undivided Seventy-second Parts are *William Charles Withall, Charles William Cumberland Mogg*, and *Ann Sarah Pattinson* his Wife, and their One Child *Sarah Agatha Mogg*, now an Infant, *Archibald Lewis Cocke* and *Janet* his Wife, and their Three Children, *Janet Sarah Cocke, Edith Mary Brandon Cocke*, and *Alice Louisa Cocke*, all now Infants, *William Pennington* and *Sarah Pettingal*: The Persons (other than *Samuel Brandon's* Trustees) now interested as Trustees in such Parts of the same Twelve undivided Seventy-second Parts as are held upon the recited Trusts are *John Rees Mogg, Jacob Frederick Young Mogg, William Allen Sumner, John Hearle*, and *Henry Parker*:
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—The Twelve Seventy-second Parts of *Mary Ann Long* and *Ann Scofield* and her Children: *Mary Ann Long*, One of the Tenants for Life of Twelve other undivided Seventy-second Parts of *Samuel Brandon's* Freeholds and Leaseholds, died without a Child, as above recited: *Ann Scofield*, the other Tenant for Life of the same Twelve undivided Seventy-second Parts, died, as above recited, having had Three Children who attained Twenty-one, to wit, *Frederick William Ranken*, *Samuel Brandon Ranken*, and *Ann Matilda Ranken*: By an Indenture dated the Twenty-second Day of *May* One thousand eight hundred and twenty-two, between *Frederick William Ranken* of the First Part, *John Scofield* and *Ann* his Wife of the Second Part, *George Morris* of the Third Part, and *Edward Bridger* of the Fourth Part, the One undivided Third Part of *Frederick William Ranken* of the same Twelve undivided Seventy-second Parts was, as to the Freehold Parts thereof, demised for a Term of One thousand Years, and as to the Leasehold Parts thereof assigned unto *Edmund Bridger* upon trust for securing the Payment of an Annuity to *George Morris* during the Lives of Three Persons, therein named: *Edward Bridger* died in the Month of *August* One thousand eight hundred and forty-six, intestate, and on the Twenty-fifth Day of *September* One thousand eight hundred and forty-six Letters of Administration of his Estate and Effects were granted to *Ann Goodridge Bridger* his Widow: *Ann Goodridge Bridger* died on the Seventeenth Day of *December* One thousand eight hundred and fifty-two, and on the Twenty-sixth Day of *January* One thousand eight hundred and fifty-three Letters of Administration of the Estate and Effects of *Edward Bridger*, left unadministered by *Ann Goodridge Bridger*, were granted to *Ann Martha Bridger*: *George Morris* died on the Fourth Day of *December* One thousand eight hundred and forty-three, having by his Will, dated the Twenty-fourth Day of *August* One thousand eight hundred and forty-three, given that Annuity to his Wife *Sarah Morris*, and appointed her and *William Ephraim Snow* (therein called *Ephraim Snow*) and *Abraham Barber* Executors thereof, by whom, on the Twenty-eighth Day of *December* One thousand eight hundred and forty-three, the same was proved in the Prerogative Court of *Canterbury*: *Sarah Morris* died on the Eleventh Day of *July* One thousand eight hundred and forty-five, having by her Will, dated the Twenty-third Day of *December* One thousand eight hundred and forty-three, given that Annuity unto and equally between her Three Children, *William Lee*, *Thomas Lee*, and *Emma* the Wife of *William Ephraim Snow*, equally, and, appointed *George Gould* and *Abraham Barber* Executors thereof, by whom, on the Fifth Day of *August* One thousand eight hundred and forty-five, the same was proved in the Prerogative Court of *Canterbury*: *Frederick William Ranken* was declared bankrupt on the Fifteenth Day of *January* One thousand eight hundred and twenty-four, and *Richard Ellis* and *George Courtney* were chosen Assignees of his Estate and Effects: *Richard Ellis* died in the Lifetime of *George Courtney*:

The Twelve
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Mary Ann
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By an Indenture dated the Eleventh Day of *March* One thousand eight hundred and fifty-two, between *George Courtney* (who had then survived *Richard Ellis*) of the First Part, *John Williamson* of the Second Part, and *John Barnard Brandon* (therein called *John Brandon*) of the Third Part, the same One undivided Third Part was conveyed, subject to that Annuity, unto and to the Use of *John Barnard Brandon*, his Heirs, Executors, Administrators, and Assigns respectively: By an Indenture dated the Twenty-second Day of *May* One thousand eight hundred and fifty-four, between *William Edward Snow* of the First Part, *Ann Martha Bridger* of the Second Part, and *John Barnard Brandon* of the Third Part, that Annuity was released, and the same One undivided Third Part was conveyed unto and to the Use of *John Barnard Brandon*, his Heirs, Executors, Administrators, and Assigns respectively, freed from the Trusts of the recited Indenture of the Twenty-second Day of *May* One thousand eight hundred and twenty-two: By an Indenture dated the Twenty-second Day of *May* One thousand eight hundred and fifty-four, between *John Barnard Brandon* of the one Part, and *Sarah Robertson* of the other Part, the same One undivided Third Part was conveyed unto and to the Use of *Sarah Robertson*, her Heirs, Executors, Administrators, and Assigns respectively, by way of Mortgage thereof: By an Indenture dated the Second Day of *May* One thousand eight hundred and fifty-five, between *John Barnard Brandon* of the one Part, and *William Bull* and *Thomas Bull* of the other Part, the Equity of Redemption of the same One undivided Third Part was conveyed unto and to the Use of *William Bull* and *Thomas Bull*, their Heirs, Executors, Administrators, and Assigns respectively, as Tenants in Common: By an Indenture dated the Twenty-second Day of *August* One thousand eight hundred and fifty-six, between *Thomas Bull* of the one Part, and *Henry Parker* the younger of the other Part, the One undivided Half of *Thomas Bull* of the same Equity of Redemption was conveyed unto and to the Use of *Henry Parker* the younger, his Heirs, Executors, Administrators, and Assigns respectively, by way of Mortgage thereof: By an Indenture dated the Twenty-second Day of *September* One thousand eight hundred and fifty-seven, between *Thomas Bull* of the First Part, *Louisa Street* of the Second Part, and *Thomas Want* and *Henry Parker* the younger of the Third Part, (being the Settlement made on the Marriage which was afterwards solemnized of *Thomas Bull* and *Louisa Street* his Second Wife,) the same One undivided Half of the same Equity of Redemption was conveyed unto and to the Use of *Thomas Want* and *Henry Parker* the younger, their Heirs, Executors, Administrators, and Assigns respectively, (after the Solemnization of the then intended Marriage,) upon trust for Sale: By an Indenture dated the Thirtieth Day of *January* One thousand eight hundred and fifty-eight, between *Thomas Want* and *Henry Parker* the younger of the First Part, *Thomas Bull* and *Louisa* his Wife of the Second Part, and *William Bull* of the Third Part, the same One undivided Half of the same Equity of Redemption was conveyed unto and to the Use of *William Bull*, his Heirs, Executors, Administrators,

and

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and Assigns respectively, discharged from the recited Mortgage Security of *Henry Parker* the younger thereon: By an Indenture dated the Twenty-sixth Day of *February* One thousand eight hundred and fifty-eight, between *Sarah Robertson* of the one Part, and *William Bull* of the other Part, the same One undivided Third Part was conveyed unto and to the Use of *William Bull*, his Heirs, Executors, Administrators, and Assigns respectively, discharged from her Mortgage Security: By an Indenture dated the Twenty-ninth Day of *December* One thousand eight hundred and fifty-nine, between *William Bull* and *Mary Elizabeth*, his Wife of the First Part, *Robert Attenborough* and *Henry Parker* the younger of the Second Part, and *Mary Rooke* of the Third Part, the same One undivided Third Part was conveyed unto and to the Use of *Mary Rooke*, her Heirs, Executors, Administrators, and Assigns respectively, absolutely: By an Indenture dated the Twenty-second Day of *March* One thousand eight hundred and twenty-five, between *Samuel Brandon Ranken* of the First Part, *Elizabeth Mary Davis* of the Second Part, and *John Owen Davis* and *Morris Jones* of the Third Part, (being the Settlement made on the Marriage of *Samuel Brandon Ranken* and *Elizabeth Mary Davis*,) the One undivided Third Part of *Samuel Brandon Ranken* of the same Twelve undivided Seventy-second Parts was conveyed unto and to the Use of *John Owen Davis* and *Morris Jones*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts thereby declared thereof, being (after the Solemnization of the then intended Marriage, and after the Decease of *Samuel Brandon Ranken* and *Elizabeth Mary Davis* respectively,) Trusts for all his Children by her, as he and she or the Survivor of them should appoint, and in default of such Appointment for all their Children for whose Benefit no Part thereof should have been so appointed equally, their Shares to become vested in them respectively, as to Sons at Twenty-one, and as to Daughters at Twenty-one or Marriage with Consent, as therein expressed, and as to the Freehold Parts thereof upon Trusts to correspond with the Trusts of the Leasehold Parts thereof: *Samuel Brandon Ranken* married *Elizabeth Mary Davis* in the Month of *March* One thousand eight hundred and twenty-five: *Morris Jones* died on the Fifteenth Day of *April* One thousand eight hundred and twenty-seven: *John Owen Davis* died on the Seventh Day of *April* One thousand eight hundred and thirty, intestate, leaving *John Davis* his eldest Son and Heir-at-Law and *Martha Davis* his Widow, and Letters of Administration of his Estate and Effects were on the Seventh Day of *August* One thousand eight hundred and thirty granted to her by the Prerogative Court of *Canterbury*: *Samuel Brandon Ranken* died as above recited: By a Deed Poll dated the Twenty-second Day of *November* One thousand eight hundred and forty-seven, *Elizabeth Mary Ranken* his Widow appointed *Joseph Harris* and *John William Jones* to be Trustees of the recited Indenture of the Twenty-second Day of *March* One thousand eight hundred and twenty-five, in the Place of *John Owen Davis* and *Morris Jones*, respectively deceased: *Joseph Harris*

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Harris died on the Sixteenth Day of *January* One thousand eight hundred and fifty-eight: There were, as above recited, Two Children of *Samuel Brandon Ranken* and *Elizabeth Mary* his Wife, to wit, *Elizabeth Mary Ranken*, who on the Sixteenth Day of *September* One thousand eight hundred and forty-six married *Thomas Bull*, and *Mary Elizabeth Ranken*, who on the same Day married *William Bull*: By a Deed Poll dated the Twenty-second Day of *November* One thousand eight hundred and forty-seven, under the Hand and Seal of *Elizabeth Mary Ranken* the Widow, she appointed the same One undivided Third Part as to One undivided Half thereof upon trust for *Elizabeth Mary Bull* for her separate Use, and as to the other undivided Half thereof upon trust for *Mary Elizabeth Bull* for her separate Use, and after the Decease of either of them, as to the same One undivided Third Part upon trust for the Survivor of them for her separate Use, without Anticipation, and after the Decease of the Survivor of them, as to One undivided Half thereof, upon trust for such Persons as *Elizabeth Mary Bull* should appoint, and in default of such Appointment upon trust for her Next of Kin according to the Statutes of Distribution, exclusive of her Husband, and as to the other undivided Half thereof upon trust for such Persons as *Mary Elizabeth Bull* should appoint, and in default of such Appointment upon trust for her Next of Kin according to the Statutes of Distribution, exclusive of her Husband: *Elizabeth Mary Ranken* died on the Twenty-eighth Day of *January* One thousand eight hundred and fifty-four: *Elizabeth Mary Bull* died on the Tenth Day of *January* One thousand eight hundred and forty-eight, having had One Child only, to wit, *Elizabeth Mary Bull* the younger, and without having made any Appointment under the Power given to her by the secondly recited Deed Poll of the Twenty-second Day of *November* One thousand eight hundred and forty-seven: *Elizabeth Mary Bull* left *Elizabeth Mary Bull* the younger her only Next of Kin entitled under the Trusts declared by that Deed Poll: *Elizabeth Mary Bull* the younger is living, and an Infant: *Ann Matilda Ranken* died on the Tenth Day of *July* One thousand eight hundred and thirty-five, a Spinster and intestate: *Ann Matilda Ranken* left her Brother *Frederick William Ranken* her Heir-at-Law, on whom the Freehold Parts of her One undivided Third Part of the same Twelve undivided Seventy-second Parts thereupon descended: *Frederick William Ranken* died on the Twenty-fifth Day of *December* One thousand eight hundred and forty-two, intestate and without Issue, leaving his Two Nieces, *Elizabeth Mary Bull*, then *Elizabeth Mary Ranken*, and *Mary Elizabeth Bull*, then *Mary Elizabeth Ranken*, his Co-heiresses-at-Law, on whom the same Freehold Parts thereupon descended: *Elizabeth Mary Ranken* married *Thomas Bull*, as above recited: *Elizabeth Mary Bull* died, as above recited, intestate, leaving *Thomas Bull* her Husband Tenant by the Curtesy of *England* of her One undivided Half of the same Freehold Parts, and leaving *Elizabeth Mary Bull* the younger, her only Child and Heiress-at-Law, and entitled

to

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to the same One undivided Half, subject to the same Tenancy by the Curtesy: By the recited Indenture of the Twenty-second Day of *September* One thousand eight hundred and fifty-seven *Thomas Bull's* Estate by the Curtesy in the same One undivided Half was settled as above recited: By the recited Indenture of the Thirtieth Day of *January* One thousand eight hundred and fifty-eight the same Estate by the Curtesy was conveyed unto and to the Use of *William Bull*, his Heirs and Assigns: By the recited Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and fifty-nine the same Estate by the Curtesy was conveyed unto and to the Use of *Mary Rooke*, her Heirs and Assigns: *Mary Elizabeth Ranken* married *William Bull*, as above recited: By the recited Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and fifty-nine *Mary Elizabeth Bull's* One undivided Half of the same Freehold Parts was conveyed unto and to the Use of *Mary Rooke*, her Heirs and Assigns: *Ann Matilda Ranken* left her Mother *Ann Scofield*, her Brother *Frederick William Ranken*, and her Two Nieces *Elizabeth Mary Bull*, then *Elizabeth Mary Ranken*, and *Mary Elizabeth Bull*, then *Mary Elizabeth Ranken*, her Next of Kin, on whom the Leasehold Parts of her One undivided Third Part of the same Twelve undivided Seventy-second Parts devolved: Letters of Administration of the Estate and Effects of *Ann Matilda Ranken* were granted in the Month of *November* One thousand eight hundred and forty-eight to *Mary Elizabeth Bull*, by the Prerogative Court of *Canterbury*: *Ann Scofield* died on the Twenty-fifth Day of *February* One thousand eight hundred and forty-seven, having by her Will dated the Fifth Day of *February* One thousand eight hundred and forty-six given her distributive Share of the same Leasehold Parts to *John Williamson* and *John Lynn Allen*, her Executors, upon trust for *John Barnard Brandon*, and the same Will was proved on the Sixteenth Day of *March* One thousand eight hundred and forty-seven, by the Executors thereof, in the Prerogative Court of *Canterbury*: *John Lynn Allen* died on the Twenty-eighth Day of *April* One thousand eight hundred and forty-seven: By the recited Indenture of the Second Day of *May* One thousand eight hundred and fifty-five the same distributive Share was conveyed unto *William Bull* and *Thomas Bull*, as Tenants in Common: By the recited Indenture of the Twenty-second Day of *September* One thousand eight hundred and fifty-seven the same distributive Share was conveyed to *Thomas Want* and *Henry Parker* the younger, upon trust for Sale: By the recited Indenture of the Thirtieth Day of *January* One thousand eight hundred and fifty-eight the same distributive Share was conveyed to *William Bull*: By the recited Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and fifty-nine the same distributive Share was conveyed to *Mary Rooke*: *Frederick William Ranken* died intestate, as above recited, leaving *Ann Scofield* his Mother, and *Elizabeth Mary Bull*, then *Elizabeth Mary Ranken*, and *Mary Elizabeth Bull*, then *Mary Elizabeth Ranken*, his Two Nieces,

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his Next of Kin on whom his distributive Share of the same Leasehold Parts devolved: *Ann Scofield* by her recited Will gave her distributive Share of the same distributive Share of *Frederick William Ranken* to *John Williamson* and *John Lynn Allen*, upon trust for *John Barnard Brandon*: *John Lynn Allen* died as above recited: By the recited Indenture of the Second Day of *May* One thousand eight hundred and fifty-five the same distributive Share was assigned unto *William Bull* and *Thomas Bull*, as Tenants in Common: By the recited Indenture of the Second Day of *December* One thousand eight hundred and fifty-seven *Thomas Bull's* One undivided Half of the same distributive Share was assigned to *Thomas Want* and *Henry Parker* the younger, upon trust for Sale: By the recited Indenture of the Thirtieth Day of *January* One thousand eight hundred and fifty-eight the same One undivided Half was assigned to *William Bull*: By the recited Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and fifty-nine the same distributive Share was assigned to *Mary Rooke*: *Elizabeth Mary Bull* died as above recited: By the recited Indenture of the Twenty-second Day of *September* One thousand eight hundred and fifty-seven the distributive Share of *Elizabeth Mary Bull* of the same distributive Share of *Frederick William Ranken* was assigned to *Thomas Want* and *Henry Parker* the younger, upon trust for Sale: By the recited Indenture of the Thirtieth Day of *January* One thousand eight hundred and fifty-eight the same distributive Share was assigned to *William Bull*: By the recited Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and fifty-nine the same distributive Share was assigned to *Mary Rooke*: By the recited Indenture of the Twenty-ninth Day of *September* One thousand eight hundred and fifty-nine *Mary Elizabeth Bull's* distributive Share of the same distributive Share of *Frederick William Ranken* was assigned unto *Mary Rooke*: The Persons (other than Annuitants and Incumbrancers) now beneficially interested in the same Twelve undivided Seventy-second Parts are *Mary Rooke* Widow, *Elizabeth Mary Bull* the younger, an Infant, and *Mary Elizabeth* the Wife of *William Bull*: The Person (other than *Samuel Brandon's* Trustees) now interested as a Trustee in such Parts of the same Twelve undivided Seventy-second Parts as are held upon the recited Trusts is *John William Jones*:—The Eight Seventy-second Parts of *Samuel Brandon's* Heir-at-Law of *Samuel Brandon's* Freeholds: The beneficial Interest undisposed of by *Samuel Brandon's* Will of the Eight remaining undivided Seventy-second Parts of his Freeholds descended on *William Barnard John Brandon* as his Heir-at-Law: By Indentures of Lease and Release dated respectively the Third and Fourth Days of *June* One thousand eight hundred and thirty-nine, between *William Barnard John Brandon* of the one Part, and *Thomas Stirrup*, *James Glover*, and *John Yates* of the other Part, the same descended Parts were conveyed unto and to the Use of *Thomas Stirrup*, *James Glover*, and *John Yates*, their Heirs and Assigns, by way of Indemnity
against

The Eight
Seventy-
second Parts
of *Samuel
Brandon's*
Heir-at-Law
of *Samuel
Brandon's*
Freeholds.

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against the Liabilities of *Thomas Stirrup*, *James Glover*, and *John Yates*, as Sureties for *William Barnard John Brandon* as Receiver in the Suit of "*Brandon versus Brandon*:" *Thomas Stirrup* died in the Month of *August* One thousand eight hundred and forty-one, having by his Will, dated the Thirty-first Day of *August* One thousand eight hundred and forty-one, appointed *Samuel Yates*, *Timothy Dimmock*, and his Wife *Louisa* Executors thereof, by whom the same was on the Twenty-eighth Day of *April* One thousand eight hundred and forty-two proved in the Prerogative Court of *Canterbury*: By an Indenture dated the Twenty-third Day of *December* One thousand eight hundred and forty-five, between *John Yates* of the one Part, and *James Glover* of the other Part, the Interest of *John Yates* under the recited Indentures of the Third and Fourth Days of *June* One thousand eight hundred and thirty-nine and the Trusts thereof in the same descended Parts was released to *James Glover*: By an Indenture dated the Thirteenth Day of *February* One thousand eight hundred and forty-six, between *Samuel Yates*, *Thomas Dimmock*, and *Louisa Stirrup* of the one Part, and *James Glover* of the other Part, the Interest then late of *Thomas Stirrup* under the recited Indentures of the Third and Fourth Days of *June* One thousand eight hundred and thirty-nine and the Trusts thereof in the same descended Parts was released to *James Glover*: *William Barnard John Brandon* was declared bankrupt, and *William Whitmore*, *James Newton*, *Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* were appointed Assignees, as above recited: By an Indenture dated the Eighth Day of *January* One thousand eight hundred and forty-six, between *William Whitmore* of the First Part, *James Newton*, *Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* of the Second Part, and *James Glover* of the Third Part, the Equity of Redemption under the recited Indentures of the Third and Fourth Days of *June* One thousand eight hundred and thirty-nine in the same descended Parts was conveyed unto and to the Use of *James Glover*, his Heirs and Assigns: The Person (other than Annuitants and Incumbrancers) now beneficially interested in the same Eight undivided Seventy-second Parts is *James Glover*:
 —The Eight Seventy-second Parts of *Samuel Brandon's* Next of Kin of *Samuel Brandon's* Leaseholds: The beneficial Interest undisposed of by *Samuel Brandon's* Will of the Eight remaining undivided Seventy-second Parts of his Leaseholds devolved on his Widow *Sarah Brandon*, and his Sister *Sarah Ann Trehearn*, and his Nephews *William Brandon*, *Richard Brandon*, and *Richard Stevenson Brandon*, and his Nieces *Ann Sarah Pattinson*, *Mary Ann Long*, *Ann Scofield*, *Mary Ann Smith*, and *Harriet Fleming*: *Sarah Brandon* died in the Month of *January* One thousand eight hundred and twenty-seven, having by her Will, dated the Twenty-seventh Day of *October* One thousand eight hundred and twenty-five, given her distributive Share of the same devolved Parts to *George Charles Smith*, whom she appointed Executor thereof, and by whom the same Will was proved on the First Day of
March

The Eight
 Seventy-
 second Parts
 of Samuel
 Brandon's
 Next of Kin
 of Samuel
 Brandon's
 Leaseholds.

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March One thousand eight hundred and twenty-seven, in the Prerogative Court of *Canterbury*: *George Charles Smith* died in the Month of *April* One thousand eight hundred and thirty-one, having by his Will, dated the Eighth Day of *April* One thousand eight hundred and thirty-one, appointed *Thomas Johnson, John King, Arthur George Smith, and George Slater Smith* Executors thereof, and the same Will was on the Twenty-third Day of *April* One thousand eight hundred and thirty-one proved by *Thomas Johnson, John King, and Arthur George Smith*, in the Prerogative Court of *Canterbury*: By an Indenture dated the Twenty-first Day of *May* One thousand eight hundred and thirty-four, between *Thomas Johnson, John King, Arthur George Smith, and George Slater Smith* of the one Part, and *Robert Rainy Pennington* of the other Part, the same distributive Share was assigned to *Robert Rainy Pennington*: *Robert Rainy Pennington* by his recited Will gave the same distributive Share to *George James Pennington* and *Henry Parker*, upon trust (subject to an Annuity, which, as above recited, has since ceased,) for *William Pennington*: *George James Pennington* died as above recited: *Sarah Ann Trehearn* died as above recited, having by her Will, dated the Twenty-sixth Day of *July* One thousand eight hundred and nineteen, appointed *William James Early* Executor thereof, by whom the same was proved on the Sixth Day of *May* One thousand eight hundred and twenty in the Prerogative Court of *Canterbury*: *William James Early* died on the Eleventh Day of *May* One thousand eight hundred and twenty-three, intestate: Letters of Administration with the Will annexed of the Estate and Effects of *Sarah Ann Trehearn* left unadministered by *William James Early* were granted on the Thirtieth Day of *May* One thousand eight hundred and twenty-three to *Elizabeth Barrass Brandon*, Wife of *James Quennell*: *James Quennell* died, and *Elizabeth Barrass Brandon Quennell* his Widow married *William Cooper*, who is presumed to be dead, as above recited: By the recited Indenture of the Twenty-ninth Day of *September* One thousand eight hundred and fifty-seven the same distributive Share was assigned to *Josiah Yeomans Robins*: By an Indenture dated the Twenty-eighth Day of *January* One thousand eight hundred and nineteen, between *William Brandon* the Nephew of the one Part, and *Robert Williams, William Williams, and Henry Burgess* of the other Part, the distributive Share of *William Brandon* the Nephew of the same devolved Parts was assigned to *Robert Williams, William Williams, and William Hugh Burgess*, by way of Mortgage thereof: By an Indenture dated the Twenty-seventh Day of *September* One thousand eight hundred and twenty-five, between *Robert Williams, William Williams, and William Hugh Burgess* of the one Part, and *John Plaskett* of the other Part, the same distributive Share was assigned to *John Plaskett*: By an Indenture dated the Twenty-ninth Day of *January* One thousand eight hundred and thirty-four, between *John Plaskett* of the First Part, *Francis Crew* of the Second Part, and *Robert Rainy Pennington* of the Third Part, the same

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same distributive Share was assigned to *Robert Rainy Pennington*: *Robert Rainy Pennington* by his recited Will gave the same distributive Share to *George James Pennington* and *Henry Parker*, upon trust (subject to an Annuity which, as above recited, has since ceased,) for *William Pennington*: *George James Pennington* died as above recited: By the Master's Report made on the Second Day of *December* One thousand eight hundred and fifty-six, in the Suit of "*Brandon versus Brandon*," it was found that the same distributive Share was then vested in *Henry Parker* as such Trustee absolutely: A Commission of Bankruptcy was on the Eighth Day of *June* One thousand eight hundred and twenty-six issued against *Richard Brandon* the Nephew, whereunder *William Pennell* was on the Seventeenth Day of *May* One thousand eight hundred and fifty-one appointed the sole Assignee, in whom the distributive Share of *Richard Brandon* the Nephew of the same devolved Parts thereupon became vested: By an Indenture dated the Twenty-second Day of *August* One thousand eight hundred and twenty-seven, between *Richard Stevenson Brandon* of the one Part, and *John Plaskett* of the other Part, the distributive Share of *Richard Stevenson Brandon* of the same devolved Parts was assigned to *John Plaskett*: By a Deed Poll dated the Twenty-first Day of *December* One thousand eight hundred and twenty-eight, under the Hands and Seals of *John Plaskett* and *William Barnard John Brandon*, the same distributive Share was assigned to *William Barnard John Brandon*: *William Barnard John Brandon* was declared bankrupt, and *William Whitmore*, *James Newton*, *Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* were appointed Assignees, as above recited: By an Indenture dated the Eighteenth Day of *April* One thousand eight hundred and forty-three, between *William Whitmore* of the First Part, *James Newton*, *Joseph Allworth Pash*, and *Samuel Brandon* Son of *Richard* of the Second Part, and *Thomas Brandon Fleming* of the Third Part, the same distributive Share was assigned to *Thomas Brandon Fleming*: By an Indenture dated the Eighth Day of *October* One thousand eight hundred and forty-four, between *Thomas Brandon Fleming* of the one Part, and *James Glover* of the other Part, the same distributive Share was assigned to *James Glover*: *Ann Sarah Pattinson* died on the Seventeenth Day of *July* One thousand eight hundred and twenty-two, having by her Will, dated the Seventh Day of *July* One thousand eight hundred and twenty-two, appointed *Richard Stevenson Brandon* Executor thereof, by whom the same Will was proved in the Month of *February* One thousand eight hundred and twenty-three in the Prerogative Court of *Canterbury*: By the recited Indenture of the Twenty-second Day of *August* One thousand eight hundred and twenty-seven the distributive Share then late of *Ann Sarah Pattinson* of the same devolved Parts was assigned to *John Plaskett*: By the recited Deed Poll of the Twenty-first Day of *December* One thousand eight hundred and twenty-eight the same distributive Share was assigned to *William Barnard John Brandon*:

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William

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William Barnard John Brandon was declared bankrupt, and *William Whitmore, James Newton, Samuel Brandon Son of Richard, and Joseph Allworth Pash* were appointed Assignees, as above recited: By the recited Indenture of the Eighteenth Day of *April* One thousand eight hundred and forty-three the same distributive Share was assigned to *Thomas Brandon Fleming*: By the recited Indenture of the Eighth Day of *October* One thousand eight hundred and forty-four the same distributive Share was assigned to *James Glover*: By an Indenture dated the Eighth Day of *June* One thousand eight hundred and thirty-seven, between *Mary Ann Long* and *Ann Scofield* of the one Part, and *William Barnard John Brandon* of the other Part, the distributive Shares of *Mary Ann Long* and *Ann Scofield* respectively of the same devolved Parts were assigned to *William Barnard John Brandon*: *William Barnard John Brandon* was declared bankrupt, and *William Whitmore, James Newton, and Samuel Brandon Son of Richard, and Joseph Allworth Pash* were appointed Assignees, as above recited: By the recited Indenture of the Eighteenth Day of *April* One thousand eight hundred and forty-three the same distributive Shares were assigned to *Thomas Brandon Fleming*: By the recited Indenture of the Eighth Day of *October* One thousand eight hundred and forty-four, the same distributive Shares were assigned to *James Glover*: *Mary Ann Smith* died on the Twenty-first Day of *February* One thousand eight hundred and twenty-five, having by her Will, dated the Tenth Day of *November* One thousand eight hundred and twenty-one, appointed *Thomas Fleming, Stephen Hall, and Joseph Brittain* Executors thereof, by whom the same Will was on the Second Day of *June* One thousand eight hundred and twenty-five proved in the Prerogative Court of *Canterbury*: By Articles of Agreement dated the Twentieth Day of *January* One thousand eight hundred and twenty-nine, between *Thomas Fleming* of the First Part, *Thomas Fleming, Stephen Hall, and Joseph Brittain* of the Second Part, and *William Barnard John Brandon* of the Third Part, the distributive Share of *Mary Ann Smith* of the same devolved Parts was assigned to *William Barnard John Brandon*: *William Barnard John Brandon* was declared bankrupt, and *William Whitmore, James Newton, Samuel Brandon Son of Richard, and Joseph Allworth Pash* were appointed Assignees, as above recited: By the recited Indenture of the Eighteenth Day of *April* One thousand eight hundred and forty-three the same distributive Share was assigned to *Thomas Brandon Fleming*: By the recited Indenture of the Eighth Day of *October* One thousand eight hundred and forty-four the same distributive Share was assigned to *James Glover*: *Harriet Fleming* died in the Month of *September* One thousand eight hundred and twenty-one, and on the Fourth Day of *April* One thousand eight hundred and twenty-three Letters of Administration of her Estate and Effects were granted to her Husband, *Thomas Fleming*, by the Prerogative Court of *Canterbury*: By the recited Articles of Agreement of the Twentieth Day of *January* One thousand eight hundred

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hundred and twenty-nine the distributive Share of *Harriet Fleming* of the same devolved Parts was assigned to *William Barnard John Brandon*: *William Barnard John Brandon* was declared bankrupt, and *William Whitmore*, *James Newton*, *Samuel Brandon* Son of *Richard*, and *Joseph Allworth Pash* were appointed Assignees, as above recited: By the recited Indenture of the Eighteenth Day of *April* One thousand eight hundred and forty-three the same distributive Share was assigned to *Thomas Brandon Fleming*: By the recited Indenture of the Eighth Day of *October* One thousand eight hundred and forty-four the same distributive Share was assigned to *James Glover*: The Persons (other than Annuitants and Incumbrancers) now beneficially interested in the same Eight undivided Seventy-second Parts are *William Pennington*, *Josiah Yeomans Robins*, and *James Glover*, and, through *William Pennell*, as Assignee in Bankruptcy, the Creditors of *Richard Brandon* the Nephew interested under his recited Bankruptcy: The Persons (other than *Samuel Brandon's* Trustees) now interested as Trustees in such Parts of the same Eight undivided Seventy-second Parts as are held on the recited Trusts are *Henry Parker* and *William Pennell*, as Assignee in Bankruptcy:—The Suit of *Brandon* versus *Brandon* for the Administration of *Samuel Brandon's* Estate: In the Year One thousand eight hundred and nineteen, *William Brandon* the Nephew and *Henry Sindrey*, as the then acting Trustees and Executors of *Samuel Brandon's* Will, filed their original Bill of Complaint in this Court against *Richard Brandon* the Nephew and others, praying that *Samuel Brandon's* Will might be established, and the Trusts thereof performed, under the Direction of the Court, and that the Rights of all Parties might be ascertained and declared by the Court: Divers Cross Bills and Supplemental Bills and Bills of Revivor relating to the Administration of *Samuel Brandon's* Estate have subsequently been filed in the Court of Chancery: The Suit of "*Brandon* versus *Brandon*," in which those Bills have been filed, consists of Twelve Causes, and divers Decrees and Orders have been made and other Proceedings have been taken therein: By a Decree made in that Suit on the Sixteenth Day of *June* One thousand eight hundred and twenty-three it was declared that *Samuel Brandon's* Will was well proved, and ought to be established, and the Trusts thereof performed and carried into execution, and it was decreed accordingly:—Costs in the Suit of "*Brandon* versus *Brandon*:" By an Order made in the Suit on the Fourth Day of *June* One thousand eight hundred and twenty-five it was ordered that the Costs of all Parties to the Suit should be paid out of the yearly Income arising from *Samuel Brandon's* Trust Estate in question in the Suit, and it was ordered that the Master should ascertain the relative Value of the several Interests of the Parties entitled for Life and in Remainder to Shares of those Estates, and apportion the Costs chargeable upon each of the Shares between the Tenants for Life and Tenants in Remainder according to the relative Value of the Interests, and it was declared that the several Sums thereby directed

The Suit of
Brandon
versus Bran-
don for the
Adminis-
tration of
Samuel
Brandon's
Estate.

Costs in the
Suit of
"Brandon
versus
Brandon."

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directed to be charged upon the Estates of the several Parties should be paid by such of them as were Tenants for Life out of the first Rents and Profits of their respective Shares, and the several Sums payable by such of them as were Tenants in Remainder should remain as a Charge upon their Estates respectively in favour of the Tenants for Life thereof, and become payable with Interest within Six Months after the Death of the Tenants for Life respectively: By the Master's General Report, made in the Suit on the Second Day of *December* One thousand eight hundred and fifty-six, he found that the Share of *Richard Brandon* the Nephew, as One of *Samuel Brandon's* Next of Kin, was liable to the Payment of certain Costs in the Suit which had been directed to be paid by him, but had not been paid, and he certified that he had apportioned between Tenants for Life and Tenants in Remainder and *Samuel Brandon's* Widow and *Samuel Brandon's* Heir-at-Law respectively certain Costs of Suit, and in the Fourth Schedule annexed to the reciting Report had set forth the Particulars of the Apportionment: By a Decretal Order made in the Suit on the Twenty-eighth Day of *May* One thousand eight hundred and fifty-seven it was ordered that the Share of *Samuel Brandon's* Leasehold Estates to which *Richard Brandon* the Nephew became entitled as One of *Samuel Brandon's* Next of Kin should be sold, and the Purchase Money for the same should be paid into Court, and it was ordered that in respect of the Costs by the recited Decree of the Fourth Day of *June* One thousand eight hundred and twenty-five directed to be apportioned the Apportionment should be made on the Footing of the Fourth Schedule to the recited Report of the Second Day of *December* One thousand eight hundred and fifty-six, and Directions were given for Payment of the Costs accordingly, whereby divers undivided Shares of *Samuel Brandon's* Freeholds and Leaseholds became charged with the Payment of divers Sums of Money: By the Certificate made in the Suit on the Twenty-second Day of *January* One thousand eight hundred and fifty-eight the Apportionment of certain of the Costs so directed to be paid was certified: The greater Part of the Costs so directed to be paid have been paid: Some of the undivided Shares or Interests in undivided Shares of *Samuel Brandon's* Freeholds and Leaseholds are subject to the Payment of such of the Costs so directed to be paid as have not yet been paid:—Receivership in the Suit of "*Brandon versus Brandon*:" In pursuance of an Order made in the Suit on the Twenty-fifth Day of *May* One thousand eight hundred and thirty, *Samuel Brandon's* Heir-at-Law, *William Barnard John Brandon*, was appointed Receiver in the Suit: By an Order made in the Suit on the Twenty-third Day of *April* One thousand eight hundred and thirty-nine it was ordered that *William Barnard John Brandon* should be discharged from being Receiver, and it was ordered that it should be referred to the Master to take an Account of all Monies come to and then remaining in the Hands of *William Barnard John Brandon* as the Receiver, and state the

Receiver-
ship in the
Suit of
"Brandon
versus
Brandon."

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the total Amount thereof, and to whom the same belonged: By an Order made in the Suit on the Twenty-seventh Day of *November* One thousand eight hundred and forty, it was ordered that *Thomas Stirrup, John Hendley Sheridan, James Glover, and John Yates*, the Sureties of *William Barnard John Brandon* as the Receiver, should pay a Sum into Court: By the Master's Report made in the Suit on the Third Day of *December* One thousand eight hundred and fifty-six, he found and stated the Amount that had come to the Hands of *William Barnard John Brandon* as the Receiver, and had not been paid by him, and to whom the same belonged, being some of the Persons Parties to the Suit: By the Decretal Order made in the Suit on the Twenty-eighth Day of *May* One thousand eight hundred and fifty-seven, it was declared that the Shares and Interests of *Samuel Brandon's* Estates to which on the Twenty-third Day of *April* One thousand eight hundred and thirty-nine *William Barnard John Brandon* was entitled, either as Heir-at-Law or by Purchase, were liable to make good to the other Parties interested in *Samuel Brandon's* Estates the Difference between the Amount paid and to be paid into Court by the Sureties and that total Amount, and also a Sum for Costs; and it was ordered that *John Hendley Sheridan, James Glover, Samuel Yates, Timothy Dimmock, and Louisa Stirrup*, (*Samuel Yates, Timothy Dimmock, and Louisa Stirrup* being Executors of the Will of *Thomas Stirrup*, then deceased,) should pay into Court a further Sum, being a Sum to make up the Amount of the Recognizances of the Sureties; and it was declared that after making good to the other Parties interested in *Samuel Brandon's* Estates the whole Deficiency and Loss occasioned by *William Barnard John Brandon's* Default as the Receiver, the Shares and Interests in *Samuel Brandon's* Estates to which *William Barnard John Brandon* was so entitled were liable, as between his Sureties and the Purchasers of those Shares and Interests respectively, to make good to *John Hendley Sheridan and James Glover, Samuel Yates, Timothy Dimmock, and Louisa Stirrup*, the Executors of *Thomas Stirrup*, as the Sureties, the Sum paid, and the further Sum thereby directed to be paid into Court by them, with Interest, and any Costs properly incurred by them as Sureties, but that the Freehold Shares which *William Barnard John Brandon* took as *Samuel Brandon's* Heir-at-Law, and the Rents accrued since the Twenty-third Day of *April* One thousand eight hundred and thirty-nine, after satisfying thereout any Costs to which *James Glover* was entitled, under the Trusts of the recited Indentures of the Third and Fourth Days of *June* One thousand eight hundred and thirty-nine, were by force of those Indentures first applicable towards making good the Sums which the Sureties were so entitled to be recouped, and that any Deficiency after the Application of those Freehold Shares ought to be made good out of the Shares to which *William Barnard John Brandon* became entitled as Purchaser, rateably and according to the Value of those purchased Shares respectively at the Date of the reciting Order; and it was ordered that the Shares and Interests in *Samuel Brandon's* Estates to which *William Barnard John*

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The beneficial Interests under Thomas Brandon's Will.

Brandon was entitled as *Samuel Brandon's* Heir-at-Law and by Purchase on the Twenty-third Day of *April* One thousand eight hundred and thirty-nine should be sold, and the Purchase Monies for the same be paid into Court: By the Certificate made in the Suit on the Seventeenth Day of *July* One thousand eight hundred and fifty-eight, the total Amount to be made good to Parties in the Suit by the Shares and Interests to which *William Barnard John Brandon* had been so entitled was certified: By an Order made in the Suit by the Lords Justices on the Twelfth Day of *January* One thousand eight hundred and fifty-nine the recited Decretal Order of the Twenty-eighth Day of *May* One thousand eight hundred and fifty-seven was varied with respect to the Mode in which those Shares of *William Barnard John Brandon* should be liable to make good the Amounts paid by his Sureties:—The beneficial Interests under *Thomas Brandon's* Will: *Thomas Brandon*, by his recited Will dated the Thirtieth Day of *August* One thousand seven hundred and ninety-six, devised all his Freeholds to the Use of *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins*, their Heirs and Assigns, upon trust to pay to his Wife *Mary Brandon*, since deceased, an Annuity for her Life, and to his Son *Thomas Brandon*, since deceased, an Annuity for his Life, and subject thereto upon trust for the Testator's Daughters *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon*, in equal Shares, and their respective Heirs and Assigns, subject to the Proviso therein-after contained empowering his Trustees to retain and settle One Moiety of the respective Shares of his Daughters upon their Marriage, as herein-after recited, and after bequeathing a Leasehold Estate to which this Certificate does not relate he bequeathed all his Leaseholds not therein-before disposed of to *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins*, upon trust from Time to Time to renew the Leases thereof as should be thought expedient, and out of the Rents and Profits thereof, or by Mortgage thereof, to raise such Sums as should be sufficient to pay the Expenses of the Renewals, and subject thereto, as to his Leaseholds thereby bequeathed to which this Certificate relates, upon trust for his Daughters *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon*, in equal Shares, subject to the Proviso therein contained empowering his Trustees to retain and settle One Moiety of the respective Shares of his Daughters upon their Marriage, as herein-after recited, and he declared that previous to the Marriage of his Daughters the Trustees of his Will should settle and secure to each of his Daughters respectively so marrying not only One Half Part of the Portion which she should then be entitled to in possession under his Will, but also One Half Part of such Portion as she would in future be entitled to thereunder for her separate Use during her Life and after her Decease for her Children, in equal Shares, with Benefit of Survivorship amongst them, in the event of any of them dying under Twenty-one, and in the event of her having no Child who should attain Twenty-one, to be at her absolute Disposal by Deed or Will, and his Will contained Powers for
granting

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granting Building and Repairing Leases of his Freeholds and Leaseholds, and for Sale of his Leaseholds, except Three Messuages therein specified, not being Part of the Leaseholds to which this Certificate relates, and for laying out the Monies to arise by the Sale in the Purchase of other Leaseholds to be held upon the Trust of his Will, and a Power for the Appointment of new Trustees of his Will in place of Trustees thereof dying or desirous of being discharged from or declining to act in the Trusts thereof: *Thomas Brandon* died as above recited: It appears by the Indenture next herein-after recited that *Thomas Brandon* left *Mary Brandon* his Widow, and *Thomas Brandon* his only Son and Heir-at-Law, and *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon*, his Three Daughters and only other Children: By an Indenture dated the Twenty-eighth Day of *December* One thousand seven hundred and ninety-six, between *Mary Brandon* the Widow of the First Part, *Mary Ann Brandon*, *Elizabeth Brandon*, and *Harriet Brandon* of the Second Part, *Thomas Brandon* the Heir-at-Law of the Third Part and *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins* of the Fourth Part, *Thomas Brandon* the Heir-at-Law admitted the Validity of the recited Will of *Thomas Brandon*, and *Thomas Brandon's* Freeholds and Leaseholds were charged with Payments to *Mary Brandon* the Widow and *Thomas Brandon* the Heir-at-Law, which respectively have been paid or have ceased: *Mary Brandon* the Widow died on the First Day of *June* One thousand seven hundred and ninety-eight: *Thomas Brandon* the Heir-at-Law died on the First Day of *August* One thousand seven hundred and ninety-eight:— Persons beneficially interested under *Thomas Brandon's* Will: *Mary Ann Brandon*, One of the Three Daughters of *Thomas Brandon*, on the First Day of *June* One thousand seven hundred and ninety-nine married *William Smith*, and he died on the Fifteenth Day of *September* One thousand eight hundred and twenty-one, and she died on the Twenty-first Day of *February* One thousand eight hundred and twenty-five, without having had any Child: *Elizabeth Brandon*, another of the Three Daughters of *Thomas Brandon*, on the Thirtieth Day of *July* One thousand seven hundred and ninety-seven married *Stephen Hall*, and she died in the Month of *February* One thousand eight hundred and eleven, and he died on the Fourteenth Day of *August* One thousand eight hundred and thirty: There were nine Children, and no more, of *Elizabeth* the Wife of *Stephen Hall*, to wit, *Stephen Hall* the younger, *Elizabeth Hall* the younger, *Mary Ann Hall*, *Jane Hall*, *Matilda Hall*, *Sarah Hall*, *Caroline Hall*, *John Hall*, and *William Hall*: *Stephen Hall* the younger has attained Twenty-one, and is living: *Elizabeth Hall* the younger on the Twenty-sixth Day of *April* One thousand eight hundred and twenty-two married *George Webster*, and they are both living: *George Webster* and *Elizabeth* his Wife have had Fourteen Children, and no more, to wit, *Elizabeth Webster* the younger, *Stephen Webster*, *Mary Webster*, *George Webster* the younger, *James Webster*, *Susan Webster*, *Henry Webster*, *Brandon Hall Webster*, *Hester Le Keux Webster*, *Janet Anderson*

Persons beneficially interested under *Thomas Brandon's* Will.

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Anderson Webster, Marshall Hall Webster, Victoria Webster, Isabella Jane Webster, and Allan Arrott Webster: Hester Le Keux Webster died in early Infancy: *Victoria Webster* on the Sixteenth Day of November One thousand eight hundred and fifty-nine married *James Neill*, and has not had any Issue, and they are both living: *Elizabeth Webster* the younger, *Stephen Webster, Mary Webster, George Webster* the younger, *James Webster, Susan Webster, Henry Webster, Brandon Hall Webster, Janet Anderson Webster, and Marshall Hall Webster* have all attained Twenty-one, and are living: *Isabella Jane Webster* and *Allan Arrott Webster* are both living, and Infants: *Mary Ann Hall* on the Nineteenth Day of November One thousand eight hundred and thirty-four married *Samuel Shoobridge*, and she died on the Twenty-third Day of August One thousand eight hundred and fifty-three, without having had any Issue: *Jane Hall* on the Thirteenth Day of February One thousand eight hundred and thirty married *Henry Thompson*, and she died on the Twenty-eighth Day of June One thousand eight hundred and fifty-seven: *Henry Thompson* and *Jane* his Wife had Seven Children, and no more, to wit, *Stephen Hall Thompson, Jane Thompson* the younger, *David Thompson, Emma Thompson, Henry Hall Thompson, Lydia Jane Thompson, and Frank Benjamin Thompson*: *Stephen Hall Thompson* has attained Twenty-one, and is living: *Jane Thompson* the younger died on the Twenty-fourth Day of February One thousand eight hundred and thirty-three, an Infant of tender Years: *David Thompson* attained Twenty-one, and is alleged to have been drowned in the Wreck of "The Royal Charter" in the Month of October One thousand eight hundred and fifty-nine, and to have died intestate: *Emma Thompson* and *Henry Hall Thompson* have respectively attained Twenty-one, and are both living: *Lydia Jane Thompson* on the Third Day of December One thousand eight hundred and fifty-nine married *Stephen Paul Engleheart*, and has not had any Issue, and they are both living: *Frank Benjamin Thompson* died on the Seventh Day of April One thousand eight hundred and forty-two, an Infant of tender Years: *David Thompson*, if dead, left *Henry Thompson* his Father his Heir-at-Law and sole Next of Kin: *Matilda Hall* on the Twentieth Day of July One thousand eight hundred and thirty married *Robert Lee*, and died on the Second Day of May One thousand eight hundred and thirty-three: *Robert Lee* and *Matilda* his Wife had Two Children, and no more, to wit, *Matilda Lee* and *Isabella Lee*: *Matilda Lee* has attained Twenty-one, and is living: *Isabella Lee* on the Twenty-fourth Day of April One thousand eight hundred and sixty married *John Busted Seymour*, and has not had any Issue, and they are both living: *Sarah Hall* died an Infant Spinster: *Caroline Hall* on the Twentieth Day of September One thousand eight hundred and thirty-two married *John Hart*, and died on the Fourteenth Day of June One thousand eight hundred and forty-seven: *John Hart* and *Caroline* his Wife had Four Children, and no more, to wit, *John Frederick Hart, Stephen Hart, Caroline Mary Hart*, and another Child, who died shortly after its Birth: *John Frederick Hart* and *Stephen Hart* respectively

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respectively attained Twenty-one, and are both living: *Caroline Mary Hart* on the Thirtieth Day of *April* One thousand eight hundred and fifty-six married *Young Fry*, and has had Two Children and no more, to wit, *Charles Young Fry* and *Mary Louisa Fry*: *Young Fry* and *Caroline Mary* his Wife are both living: *Charles Young Fry* and *Mary Louisa Fry* are both living, and Infants: *John Hall* and *William Hall* respectively died Infants: *Harriet Brandon*, the other of the Three Daughters of *Thomas Brandon*, on the Eighteenth Day of *September* One thousand eight hundred married *Thomas Fleming*, and she died in the Month of *September* One thousand eight hundred and twenty-one: *Thomas Fleming* is living: *Harriet* the Wife of *Thomas Fleming* had Twelve Children and no more, to wit, *Thomas Brandon Fleming*, *Harriet Fleming* the younger, *George Fleming*, *Mary Ann Fleming*, *Charlotte Fleming*, *Elizabeth Fleming*, *Edward Fleming*, *Louisa Fleming*, *Emma Fleming*, *William Henry Fleming*, *John Fleming*, and *Francis Frederick Fleming*: *Thomas Brandon Fleming* attained Twenty-one, and is living: *Harriet Fleming* the younger attained Twenty-one, and died a Spinster on the Twenty-eighth Day of *September* One thousand eight hundred and twenty-six: *George Fleming* attained Twenty-one, and died a Bachelor on the Tenth Day of *May* One thousand eight hundred and twenty-nine: *Mary Ann Fleming* died an Infant Spinster on the Twenty-eighth Day of *October* One thousand eight hundred and twenty-three: *Charlotte Fleming* attained Twenty-one, and died a Spinster on the Twenty-seventh Day of *January* One thousand eight hundred and thirty-eight: *Elizabeth Fleming* died an Infant Spinster in the Month of *November* One thousand eight hundred and twenty-four: *Edward Fleming* attained Twenty-one, and is living: *Louisa Fleming* died an Infant Spinster in the Month of *September* One thousand eight hundred and twenty-five: *Emma Fleming* on the Twenty-eighth Day of *April* One thousand eight hundred and fifty-eight married *Henry Thompson*, and has not yet had any Issue, and they are both living: *William Henry Fleming* on the Twentieth Day of *October* One thousand eight hundred and thirty-eight married *Mary Dance*, now *Mary* his Wife, and has had Four Children and no more, to wit, *William Horace Fleming*, *Sidney Hall Fleming*, *Francis Henry Fleming*, and *Mary Rosa Fleming*: *William Henry Fleming* and *Mary* his Wife are both living: *William Horace Fleming*, *Sidney Hall Fleming*, *Francis Henry Fleming*, and *Mary Rosa Fleming* are all living, and Infants, and no One of them has been married: *John Fleming* has attained Twenty-one, and is living: *Francis Frederick Fleming* died an Infant Bachelor on the Fourteenth Day of *February* One thousand eight hundred and twenty-seven:—The One Third Part of *Mary Ann Brandon* of *Thomas Brandon's* Freeholds and Leaseholds: By an Indenture of Settlement dated the Thirtieth Day of *May* One thousand seven hundred and ninety-nine, between *William Smith* of the First Part, *Mary Ann Brandon* of the Second Part, and *Richard Brandon* the Brother, *William Brandon* the Brother,

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The One
Third Part
of *Mary Ann
Brandon*, One
of the Three
Daughters
of *Thomas
Brandon*.

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John Carter, and *John Hopkins* of the Third Part, (being the Settlement made on the Marriage of *Mary Ann Brandon* with *William Smith*,) it was agreed that on and after the Solemnization of the then intended Marriage *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins*, their Heirs, Executors, Administrators, and Assigns respectively, should be seised and possessed of *Mary Ann Brandon's* One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds, upon trust to settle the same as to the Freehold Parts thereof to the Use of Trustees for a Term of Two hundred Years upon the Trusts therein-after directed thereof, and which have since ceased, and subject thereto as to One Half of the same Freehold Parts to the Use of the Children of *Mary Ann Brandon* by *William Smith*, as therein expressed, and in default of such Issue to the Use of such Persons as *Mary Ann Brandon* should by Deed or Will appoint, and in default of such Appointment to the Use of *Mary Ann Brandon*, her Heirs and Assigns, and as to the other Half thereof to the Use of *William Smith* for his Life, and after his Decease to the Use of the Children of the same Marriage, as therein expressed, and in default of such Issue to the Use of such Persons as *Mary Ann Brandon* should by Deed or Will appoint, and in default of such Appointment to the Use of *Mary Ann Brandon*, her Heirs and Assigns, and as to the Leasehold Parts thereof (subject to a Trust for the Renewal of the Leases under which the same were held) upon trust during the Life of *Mary Ann Brandon* for her separate Use, and after her Decease upon trust for her Children by *William Smith*, as therein expressed, and in default of such Issue upon trust for such Persons as *Mary Ann Brandon* should by Deed or Will appoint, and in default of such Appointment upon trust for *Mary Ann Brandon*, and as to the other Half thereof upon trust for *William Smith* for Life, and after his Decease upon trust for the Children of *Mary Ann Brandon* by *William Smith*, as therein expressed, and in default of such Issue upon trust for such Persons as *Mary Ann Brandon* should by Deed or Will appoint, and in default of such Appointment upon trust for *Mary Ann Brandon*, and it was thereby provided that nothing therein contained should affect the Powers of the Trustees of *Thomas Brandon's* Will: *Mary Ann Brandon* married *William Smith* as above recited: By the recited Indenture of the Twenty-eighth Day of *January* One thousand eight hundred and one *Samuel Brandon* was appointed a Trustee of that Marriage Settlement in the place of *John Hopkins*: *Richard Brandon* the Brother, *William Brandon* the Brother, and *Samuel Brandon* respectively died as above recited: By the recited Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and twenty-four the One undivided Third Part comprised in that Marriage Settlement was vested in *John Carter*: By the recited Indenture of the Ninth Day of *May* One thousand eight hundred and twenty-five the same One undivided Third Part was vested in *John Webster*: By the recited Indenture of the Fifth Day of *December* One thousand eight hundred and

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and twenty-eight the same One undivided Third Part was vested in *Thomas Fleming* and *Stephen Hall* the younger: *William Smith* died as above recited: *Mary Ann Smith* by her Will, dated the Tenth Day of *November* One thousand eight hundred and twenty-one, gave her One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds unto and to the Use of *Thomas Fleming*, *Stephen Hall*, and *Joseph Brittain*, their Heirs, Executors, Administrators, and Assigns respectively, as to the Leasehold Parts thereof (subject to Trusts for the Renewal of the Leases under which the same were held, and for raising Money for Payment of her Debts and Legacies undischarged by her residuary Personal Estate,) upon trust during the Life of *Thomas Brandon* the Great-nephew to pay to him a weekly Sum of Two Pounds determinable as therein expressed, and subject thereto, as to the same Leasehold Parts and also as to the Freehold Parts thereof, upon trust for her Nephew and Nieces *Stephen Hall* the younger, *Elizabeth Hall*, *Mary Ann Hall*, *Jane Hall*, *Matilda Hall*, and *Caroline Hall*, the Six Children of the Testatrix's Sister *Elizabeth Hall* (then deceased), and the Testatrix's Nephews and Nieces, *Thomas Brandon Fleming*, *Harriet Fleming* the younger, *Mary Ann Fleming*, *George Fleming*, *Charlotte Fleming*, *Elizabeth Fleming*, *Edward Fleming*, *Louisa Fleming*, *Emma Fleming*, *William Henry Fleming*, *John Fleming*, and *Francis Frederick Fleming*, the Twelve Children of the Testatrix's Sister *Harriet Fleming* (then deceased), equally, *per capita*, and their respective Heirs, Executors, Administrators, and Assigns respectively, with Survivorship and Accruer in the Event of any of her Eighteen Nephews and Nieces dying, as to Nephews under Twenty-one, and as to Nieces under Twenty-one and without having been married, and the Testatrix appointed *Stephen Hall*, *Thomas Fleming*, and *Joseph Brittain* Executors thereof: *Mary Ann Smith* by a Codicil dated the Twenty-fifth Day of *March* One thousand eight hundred and twenty-two to her Will gave to *Thomas Brandon* the Great-nephew an additional Annuity of Fifty Pounds for his Life, determinable as therein expressed: *Mary Ann Smith* died as above recited, without having revoked or altered her recited Will, save by her recited Codicil, and without having revoked or altered her recited Codicil, and the same Will and Codicil were proved by *Stephen Hall*, *Thomas Fleming*, and *Joseph Brittain*, the Executors thereof, on the Second Day of *June* One thousand eight hundred and twenty-five, in the Prerogative Court of *Canterbury*: *Stephen Hall* died as above recited: *Joseph Brittain* died on the Seventh Day of *February* One thousand eight hundred and thirty-one: *Mary Ann Fleming*, *Elizabeth Fleming*, *Louisa Fleming*, and *Francis Frederick Fleming* respectively died Infants and unmarried, as above recited: *Stephen Hall* the younger, *Elizabeth Hall* the younger (who married *George Webster*), *Mary Ann Hall* (who married *Samuel Shoobridge*), *Jane Hall* (who married *Henry Thompson*), *Matilda Hall* (who married *Robert Lee*), *Caroline Hall* (who married *John Hart*), *Thomas Brandon Fleming*, *Harriet Fleming* the younger, *George Fleming*, *Charlotte Fleming*, *Edward Fleming*

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The One Third Part of Elizabeth Brandon of Thomas Brandon's Freeholds and Leaseholds, and Six Fourteenth Parts of the One Third Part of Mary Ann Brandon of Thomas Brandon's Freeholds and Leaseholds.

Fleming, Emma Fleming (who married *Henry Thompson*), *William Henry Fleming*, and *John Fleming*, were the Fourteen Nephews and Nieces of *Mary Ann Smith*, who respectively obtained vested Interests in her One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds: *Stephen Hall* the younger, *Thomas Brandon Fleming*, *Edward Fleming*, and *John Fleming* respectively are still beneficially interested in their respective Four undivided Fourteenth Parts of the same One undivided Third Part: The Ten undivided Fourteenth Parts of *Elizabeth Webster*, *Mary Ann Shoobridge*, *Jane Thompson*, *Matilda Lee*, *Caroline Hart*, *Harriet Fleming* the younger, *George Fleming*, *Charlotte Fleming*, *Emma Thompson*, and *William Henry Fleming* respectively, have been disposed of, as appears by Recitals herein-after contained:—The One Third Part of *Elizabeth Brandon* of *Thomas Brandon's* Freeholds and Leaseholds, and Six Fourteenth Parts of the One Third Part of *Mary Ann Brandon* of *Thomas Brandon's* Freeholds and Leaseholds: By an Indenture of Settlement dated the Twenty-sixth Day of *July* One thousand seven hundred and ninety-seven, between *Elizabeth Brandon* of the First Part, *Stephen Hall* of the Second Part, and *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins* of the Third Part, (being the Settlement made on the Marriage of *Elizabeth Brandon* with *Stephen Hall*,) it was agreed that on and after the Solemnization of the then intended Marriage *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins*, their Heirs, Executors, Administrators, and Assigns respectively, should be seised and possessed of *Elizabeth Brandon's* One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds upon trust to settle the same Freehold Parts as to One undivided Half thereof to the Use of *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins*, their Heirs and Assigns, during the Life of *Elizabeth Brandon*, upon trust to preserve contingent Remainders, and for her separate Use, with Remainder to the Use of all her Children in equal Shares, and their respective Heirs and Assigns, with Survivorship and Accruer in the event of any of her Children dying under Twenty-one, and as to the other undivided Half thereof to the Use of Trustees, their Heirs and Assigns, during the Life of *Stephen Hall*, upon trust to preserve contingent Remainders, and as to One undivided Moiety of the same One undivided Half upon trust, until he should dispose of or encumber the same or attempt so to do, for *Stephen Hall*, and as to the other undivided Moiety of the same One undivided Half upon trust during the joint Lives of *Stephen Hall* and *Elizabeth Brandon*, for her separate Use, and if she should die in his Lifetime then upon trust for him for Life, with Remainder as to the same One undivided Half to the Use of *Elizabeth Brandon* for Life, with Remainder to the Use of Trustees during her Life, upon trust to preserve contingent Remainders, with Remainder to the Use of such One or more exclusively of the Children of the then intended Marriage, or of the Issue born during the joint Lives of *Elizabeth Brandon*

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Brandon and Stephen Hall, of the same Children, as *Stephen Hall* and *Elizabeth Brandon* should by Deed appoint, and in default of such joint Appointment to the Use of such One or more exclusively of the Children of *Stephen Hall* by *Elizabeth Brandon*, or the Issue born during their Lives or the Life of the Survivor of them, of any such Child or Children, as the Survivor of *Stephen Hall* and *Elizabeth Brandon* should by Deed or Will appoint, and in default of such Appointment to the Use of all the Children of the then intended Marriage, as Tenants in Common in Tail, with Cross Remainders between them, as Tenants in Common in Tail, with Remainder to the Use of the Survivor of *Stephen Hall* and *Elizabeth Brandon* in Fee, and to stand possessed of the Leasehold Parts of the same One undivided Third Part as to One undivided Half of the same Leasehold Parts (subject to a Trust for the Renewal of the Leases under which the same were held) upon trust during the Life of *Elizabeth Brandon* for her separate Use, and after her Decease upon trust for all her Children who should attain Twenty-one, in equal Shares, and as to the other One undivided Half thereof upon a like Trust for Renewal, and subject thereto, as to One undivided Moiety thereof, until he should assign or incumber the same, or attempt so to do, upon trust for *Stephen Hall* for Life, and as to the other undivided Moiety thereof upon trust during the joint Lives of *Stephen Hall* and *Elizabeth Brandon* for her separate Use, and if she should die in his Lifetime upon trust for him for Life, and if he should die in her Lifetime upon trust for her for Life, and after the Decease of the Survivor of *Stephen Hall* and *Elizabeth Brandon*, as to the same One undivided Half, upon trust for such One or more exclusively of the Children of the then intended Marriage, or of the Issue born during the joint Lives of *Stephen Hall* and *Elizabeth Brandon*, of any One or more of the same Children, as *Stephen Hall* and *Elizabeth Brandon* should by Deed jointly appoint, and in default of such joint Appointment as the Survivor of them should by Deed or Will appoint, and in default of such Appointment upon trust for all the Children of the then intended Marriage who being Sons should attain Twenty-one, or die under Age leaving Issue living at their respective Decease or born in due Time after, or being Daughters should attain Twenty-one or marry, in equal Shares; and it was thereby provided that nothing therein contained should affect the Powers of the Trustees under *Thomas Brandon's Will*: *Elizabeth Brandon* married *Stephen Hall* as above recited: By the recited Indenture of the Twenty-eighth Day of *January* One thousand eight hundred and one *Samuel Brandon* was appointed a Trustee of that Marriage Settlement in the Place of *John Hopkins*: *Richard Brandon* the Brother, *William Brandon* the Brother, and *Samuel Brandon* respectively died as above recited: By the recited Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and twenty-four the One undivided Third Part comprised in that Marriage Settlement was vested in *John Carter*: By the recited Indenture of the Ninth Day of *May* One

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thousand eight hundred and twenty-five the same One undivided Third Part was vested in *John Webster*: By the recited Indenture of the Fifth Day of *December* One thousand eight hundred and twenty-eight the same One undivided Third Part was vested in *Thomas Fleming* and *Stephen Hall* the younger: By a Deed Poll dated the Thirty-first Day of *July* One thousand seven hundred and ninety-seven, under the Hand and Seal of *Elizabeth Hall*, she appointed that in case of her Death in the Lifetime of *Stephen Hall*, and of no Child of her Body becoming entitled to the Shares comprised in her recited Marriage Settlement subject to her Appointment, the Trustees thereof should hold the same upon trust for *Stephen Hall*, his Heirs, Executors, Administrators, and Assigns respectively, but that Appointment did not take effect: *Elizabeth Hall* died as above recited: *Stephen Hall*, by a Codicil dated the Twentieth Day of *February* One thousand eight hundred and thirty to his Will dated the First Day of *May* One thousand eight hundred and seventeen, in exercise of his Power under his recited Marriage Settlement, appointed all the Shares thereby settled of *Thomas Brandon's* Freeholds and Leaseholds which were subject to Appointment by him in the event of his surviving *Elizabeth* his Wife, then deceased, upon trust for his Six then surviving Children, to wit, *Elizabeth Webster*, *Mary Ann Hall*, *Jane Thompson*, *Stephen Hall* the younger, *Matilda Hall*, and *Caroline Hall*, their Heirs, Executors, Administrators, and Assigns respectively, in equal Shares, and appointed that the Shares which his Daughters should respectively so take should be for their respective separate Use: *Stephen Hall* died as above recited without having revoked or altered his recited Codicil, which with his Will was proved by the Executors thereof on the Twelfth Day of *November* One thousand eight hundred and thirty in the Prerogative Court of *Canterbury*: There were Issue of the Marriage of *Elizabeth Brandon* with *Stephen Hall* Nine Children, as above recited, of whom only the Six Children named in his recited Codicil attained vested Interests: Under the recited Marriage Settlement of *Stephen Hall* and *Elizabeth* his Wife, and his recited Codicil, her One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds became vested in *Elizabeth Hall* the younger (who married *George Webster*), *Mary Ann Hall* (who married *Samuel Shoobridge*), *Jane Hall* (who married *Henry Thompson*), *Stephen Hall* the younger, *Matilda Hall* (who married *Robert Lee*), and *Caroline Hall* (who married *John Hart*), and each of them was also entitled, as above recited, to One undivided Fourteenth Part of *Mary Ann Brandon's* One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds:—1. *Elizabeth Hall* the younger's Shares thereof: By an Indenture dated the Twenty-fourth Day of *April* One thousand eight hundred and twenty-two, between *George Webster* of the First Part, *Elizabeth Hall* the younger of the Second Part, and *John Webster* and *Thomas Fleming* of the Third Part, (being Articles for a Settlement made on the Marriage of *Elizabeth Hall* the younger with

Elizabeth Hall the younger's Shares thereof.

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with *George Webster*,) it was agreed that in case the then intended Marriage should be solemnized *Elizabeth Hall* the younger's undivided Shares of *Thomas Brandon's* Freeholds should be settled to the Use of *John Webster* and *Thomas Fleming*, their Heirs and Assigns, during the Life of *Elizabeth Hall* the younger, upon trust to preserve contingent Remainders, and for her separate Use, with Remainder to the Use of *George Webster* for Life, with Remainder to the Use of *John Webster* and *Thomas Fleming* and their Heirs during his Life, upon trust to preserve contingent Remainders, with Remainder to the Use of all or any of the Children, Grandchildren, or other Issue of *George Webster* and *Elizabeth Hall* the younger, (such Grandchildren or more remote Issue to be born before any Appointment made to them respectively,) as *George Webster* and *Elizabeth Hall* the younger jointly by Deed, or as the Survivor by Deed or Will, should appoint, and in default of such Appointment to the Use of all the Children of the then intended Marriage as Tenants in Common, their Heirs and Assigns, with Survivorship and Accruer in case of the Death of any of them, as to Sons under Twenty-one and without Issue living at their respective Death, and as to Daughters under Twenty-one and unmarried, and that *Elizabeth Hall* the younger's undivided Shares of *Thomas Brandon's* Leaseholds should be vested in *John Webster* and *Thomas Fleming* upon Trusts to correspond with the Uses of the Freehold Parts: *Elizabeth Hall* the younger married *George Webster* as above recited, and there have been Issue of the Marriage as above recited: By an Indenture of Settlement dated the Fifteenth Day of *November* One thousand eight hundred and fifty-nine, between *Victoria Webster* of the First Part, *James Neill* of the Second Part, and *Stephen Webster* and *George Webster* of the Third Part, (being the Settlement made on the Marriage of *Victoria Webster*, One of the Children of *George Webster* and *Elizabeth* his Wife, with *James Neill*,) *Victoria Webster's* undivided Shares of the undivided Shares comprised in the recited Marriage Settlement of *George Webster* and *Elizabeth* his Wife of *Thomas Brandon's* Freeholds and Leaseholds were conveyed unto and to the Use of *Stephen Webster* and *George Webster*, their Heirs, Executors, Administrators, and Assigns respectively, (after the Solemnization of the then intended Marriage, and subject to a Trust for Renewal of Leases of the Leasehold Parts thereof,) upon trust during the joint Lives of *Victoria Webster* and *James Neill* for her separate Use, and if he should die in her Lifetime upon trust for her for Life, or in case he should survive her, upon trust for him for Life, and after the Decease of the Survivor of them upon trust for her Children, if any, or if there should be none to take as then expressed, upon trust for such Persons as she should appoint, and in default of such Appointment upon trust for her Next of Kin according to the Statutes of Distribution: *Victoria Webster* married *James Neill*, as above recited, and there has not been any Issue of the Marriage:—2. *Mary Ann Hall's* Shares thereof: By an Indenture of Settlement dated the Thirteenth Day of *November* One thousand eight hundred and thirty-four, between

Mary Ann
Hall's Shares
thereof.

Brandon's Estate Act, 1860.

between *Mary Ann Hall* of the First Part, *Samuel Shoobridge* of the Second Part, and *Stephen Hall* the younger and *Henry Thompson* of the Third Part, (being the Settlement made on the Marriage of *Mary Ann Hall* with *Samuel Shoobridge*,) *Mary Ann Hall's* undivided Shares of *Thomas Brandon's* Freeholds and Leaseholds were conveyed unto and to the Use of *Stephen Hall* the younger and *Henry Thompson*, their Heirs, Executors, Administrators, and Assigns respectively, (after the Solemnization of the then intended Marriage, and subject to a Trust for the Renewal of Leases of the Leasehold Parts thereof,) upon trust during the joint Lives of *Samuel Shoobridge* and *Mary Ann Hall* for her separate Use, and after her Decease as to One undivided Half thereof upon trust for *Samuel Shoobridge* for Life, and as to the same One undivided Half after his Decease, and as to the other One undivided Half thereof, after her Decease, upon trust for the Children, if any, of *Mary Ann Hall*, or if there should be no Child to take as there expressed, upon trust for *Samuel Shoobridge* for Life, and after his Decease upon trust for such of the Children of *Stephen Hall* (then deceased, as above recited,) living at his Decease (being respectively the Brothers and Sisters of *Mary Ann Hall*) and their Issue; or the Issue of such of them as were then dead, as *Mary Ann Hall* should by Deed or Will appoint, with Power to charge the same with the Payment to any Person of any Legacy not exceeding One hundred and fifty Pounds, and in default of such Appointment as to the Freehold Parts thereof upon trust for the right Heirs of *Mary Ann Hall*, and as to the Leasehold Parts thereof upon trust for her Next of Kin according to the Statutes of Distribution: *Mary Ann Hall* married *Samuel Shoobridge*, as above recited: *Mary Ann Shoobridge*, by her Will, dated the Third Day of *June* One thousand eight hundred and fifty-three, in exercise of her recited Power, appointed that *Stephen Hall* the younger and *Henry Thompson*, their Heirs, Executors, Administrators, and Assigns respectively, should, after the Death of the Survivor of herself and her Husband, and Failure of Issue of herself, stand possessed of her Shares comprised in her recited Marriage Settlement subject to the Payment of a Legacy of One hundred and fifty Pounds to her Husband upon trust for *Mary Hall* and *Elizabeth Hall*, the Daughters of her Brother *Stephen Hall* the younger, and their respective Heirs, Executors, Administrators, and Assigns respectively as Tenants in Common, and directed that the several Estates and Interests thereby appointed in favour of *Mary Hall* and *Elizabeth Hall* should be for their respective separate Use, with a Proviso that in case they or either of them should die unmarried in the Lifetime of *Stephen Hall* the younger, then the Share or Shares of them or her so dying should be in trust for him for Life, and after his Decease as to the Real Estate upon trust for her own right Heirs, and as to the Personalty for her Next of Kin: *Mary Ann Shoobridge* died as above recited, without having revoked or altered her recited Will, and on the Twenty-third Day of *September* One thousand eight hundred and fifty-three Letters of Administration with

Brandon's Estate Act, 1860.

with the Will annexed were granted to *Samuel Shoo-bridge* by the Prerogative Court of *Canterbury*: There was no Issue of *Mary Ann Shoo-bridge*:—3. *Jane Hall's* Shares thereof: By an Indenture of Settlement dated the Twelfth Day of *February* One thousand eight hundred and thirty, between *Jane Hall* of the First Part, *Henry Thompson* of the Second Part, and *Thomas Brandon Fleming* and *John George Hatchard*, of the Third Part, (being the Settlement made on the Marriage of *Jane Hall* with *Henry Thompson*,) *Jane Hall's* undivided Shares of *Thomas Brandon's* Freeholds and Leaseholds were conveyed unto and to the Use of *Thomas Brandon Fleming* and *John George Hatchard*, their Heirs, Executors, Administrators, and Assigns respectively, (after the Solemnization of the then intended Marriage, and subject to a Trust for Renewal of Leases of the Leasehold Parts thereof,) upon trust during the joint Lives of *Henry Thompson* and *Jane Hall* for her separate Use, and after her Decease as to One undivided Half thereof upon trust for *Henry Thompson* for Life, and as to the same Half after his Decease, and as to the other One undivided Half thereof after her Decease, upon trust for all her Children equally, their Heirs, Executors, Administrators, and Assigns respectively, with Survivorship and Accruer in the event of any of them dying under Twenty-one, and without leaving Issue living at their respective Decease: *Jane Hall* married *Henry Thompson*, as above recited: By an Indenture indorsed on the recited Indenture of Settlement of the Twelfth Day of *February* One thousand eight hundred and thirty, and dated the Ninth Day of *September* One thousand eight hundred and fifty-one, between *Henry Thompson* and *Jane* his Wife of the First Part, *Thomas Brandon Fleming* and *John George Hatchard* of the Second Part, *Thomas Brandon Fleming* and *Robert Johnston* of the Third Part, and *Thomas John de Boos* of the Fourth Part, *Robert Johnston* was appointed to be a Trustee of the same Marriage Settlement, in the Place of *John George Hatchard*, who was desirous of being discharged from the Trusts thereof, and the Freeholds comprised in the same Marriage Settlement were limited to the Use of *Thomas Brandon Fleming* and *Robert Johnston*, their Heirs and Assigns, upon the Trusts of the same Settlement; and by virtue of the reciting Indenture, and an Indenture also indorsed on the same Indenture of Settlement, and dated the Tenth Day of *September* One thousand eight hundred and fifty-one, between *Thomas John de Boos* of the First Part, *Henry Thompson* and *Jane* his Wife of the Second Part, *Thomas Brandon Fleming* and *Robert Johnston* of the Third Part, the Leaseholds comprised in the same Settlement were assigned unto *Thomas Brandon Fleming* and *Robert Johnston*, upon the Trusts of the same Settlement: *Jane Thompson* died, as above recited: There were Issue of *Jane Thompson* Seven Children, as above recited: By an Indenture of Settlement dated the Second Day of *December* One thousand eight hundred and fifty-nine, between *Lydia Jane Thompson* of the First Part, *Stephen Paul Engleheart* of the Second Part, and *Henry Thompson* and *Stephen Hall Thompson* of the Third Part,

Jane Hall's
Shares
thereof.

Lydia Jane
Thompson's
Shares
thereof.

[Private.]

e e

Part,

Brandon's Estate Act, 1860.

Part, (being the Settlement made on the Marriage of *Lydia Jane Thompson*, One of the Children of *Henry Thompson* and *Jane* his Wife, with *Stephen Paul Engleheart*,) *Lydia Jane Thompson's* undivided Shares of the undivided Shares comprised in the recited Marriage Settlement of *Henry Thompson* and *Jane* his Wife of *Thomas Brandon's* Freeholds and Leaseholds were conveyed unto and to the Use of *Henry Thompson* and *Stephen Hall Thompson*, their Heirs, Executors, Administrators, and Assigns, respectively, (after the Solemnization of the then intended Marriage, and subject to a Trust for Renewal of Leases of the Leasehold Parts thereof,) upon trust during the joint Lives of *Stephen Paul Engleheart* and *Lydia Jane Thompson* for her separate Use, and after her Decease upon trust for *Stephen Paul Engleheart* for Life, and after his Decease upon trust for the Children or Child of *Lydia Jane Thompson*, as therein expressed, or if there should be no such Child to take as therein expressed, then upon trust for such of *Stephen Hall Thompson*, *Henry Hall Thompson*, and *Emma Thompson*, the Brothers and Sister of *Lydia Jane Thompson* and *Susan Thompson*, the Daughter of *Henry Thompson*, as should be living at the Decease of the Survivor of *Stephen Paul Engleheart* and *Lydia Jane Thompson*, as Tenants in Common, or if none of them should live to take as therein expressed, then upon trust for the Next of Kin of *Lydia Jane Thompson*, as Personal Estate: *Lydia Jane Thompson* married *Stephen Paul Engleheart*, as above recited, and there has not been any Issue of the Marriage:—4. *Stephen Hall* the younger's Shares thereof: *Stephen Hall* the younger is still entitled to his undivided Shares of *Thomas Brandon's* Freeholds and Leaseholds:—5. *Matilda Hall's* Shares thereof: By an Indenture of Settlement dated the Sixteenth Day of *July* One thousand eight hundred and thirty, between *Matilda Hall* of the First Part, *Robert Lee* of the Second Part, and *Stephen Hall* the younger and *Hugh Ley* of the Third Part, (being the Settlement made on the Marriage of *Matilda Hall* with *Robert Lee*,) *Matilda Hall's* Shares of *Thomas Brandon's* Freeholds and Leaseholds were conveyed unto and to the Use of *Stephen Hall* the younger and *Hugh Ley*, their Heirs, Executors, Administrators, and Assigns respectively, (after the Solemnization of the then intended Marriage, and subject to a Trust for Renewal of the Leases of the Leasehold Parts thereof,) upon trust during the joint Lives of *Robert Lee* and *Matilda Hall* for her separate Use, with Remainder as to One undivided Half thereof upon trust for *Robert Lee* for Life, and as to the same One undivided Half after his Decease, and as to other One undivided Half thereof after the Decease of *Matilda Hall*, upon trust for all the Children of *Matilda Hall* as Tenants in Common, their Heirs, Executors, Administrators, and Assigns respectively, with Survivorship and Accruer in the event of any of them dying under Twenty-one without leaving Issue then living: *Matilda Hall* married *Robert Lee*, as above recited: *Hugh Ley* died on the Twenty-fourth Day of *January* One thousand eight hundred and thirty-seven: *Matilda Lee* died as above recited, leaving *Matilda Lee* and

Stephen
Hall the
younger's
Shares
thereof.

Matilda
Hall's Shares
thereof.

Brandon's Estate Act, 1860.

and *Isabella Lee* her only Children, as above recited: *Isabella Lee* married *John Busted Seymour*, as above recited: By an Indenture dated the Twenty-third Day of *April* One thousand eight hundred and sixty, between *John Busted Seymour* of the First Part, *Isabella Lee* of the Second Part, and *Robert James Lee*, *Edmund Macrory*, and *Nicholas George Seymour* of the Third Part, (being the Settlement made on the Marriage of *Isabella Lee* with *John Busted Seymour*,) *Isabella Lee*'s undivided Shares of *Thomas Brandon*'s Freeholds and Leaseholds were agreed to be conveyed unto and to the Use of *Robert James Lee*, *Edmund Macrory*, and *Nicholas George Seymour*, their Heirs, Executors, Administrators, and Assigns respectively, after the Solemnization of the then intended Marriage, upon trust during the Life of *Isabella Lee* for her separate Use, and after her Decease for such of her Children as *John Busted Seymour* and *Isabella Lee* jointly by Deed, or as she; after his Decease, by Deed or Will, should appoint, and in default of such Appointment upon trust for the Children of the then intended Marriage who being Sons should attain Twenty-one, or being Daughters should attain Twenty-one or marry with Consent, as therein expressed, and if there should be no such Child to take, then upon trust for such Persons as *Isabella Lee* should appoint, and in default of such Appointment upon trust for Sale thereof, and as to the net Proceeds of the Sale upon trust for her Next of Kin according to the Statutes of Distribution, exclusive of her Husband:—6. *Caroline Hall*'s Shares thereof: By an Indenture of Settlement dated the Fifteenth Day of *September* One thousand eight hundred and thirty-two, between *Caroline Hall* of the First Part, *John Hart* of the Second Part, and *Robert Lee* and *Thomas Brandon Fleming* of the Third Part, (being the Settlement made on the Marriage of *Caroline Hall* with *John Hart*,) *Caroline Hall*'s Shares of *Thomas Brandon*'s Freeholds and Leaseholds were conveyed unto and to the Use of *Robert Lee* and *Thomas Brandon Fleming*, their Heirs, Executors, Administrators, and Assigns respectively, (after the Solemnization of the then intended Marriage, and subject to a Trust for Renewal of the Leases of the Leasehold Parts thereof,) [upon trust during the joint Lives of *John Hart* and *Caroline Hall* for her separate Use, and after her Decease as to One undivided Half thereof upon trust for *John Hart* for Life, and as to the same One undivided Half thereof after his Decease, and as to the other One undivided Half after her Decease, upon trust for all her Children, as Tenants in Common, their Heirs, Executors, Administrators, and Assigns respectively, with Survivorship and Accruer in the event of any of them dying under Twenty-one without Issue living at their respective Decease: *Caroline Hart* married *John Hart*, as above recited: *Caroline Hart* died, as above recited: There were Four Children only of *Caroline Hart*, as above recited: By an Indenture of Settlement dated the Twenty-ninth Day of *April* One thousand eight hundred and fifty-six, between *Caroline Mary Hart* of the First Part, *Young Fry* of the Second Part, and *John Hart* and *John Frederick Hart* of the Third Part, being

Caroline
Hall's Shares
thereof.

Brandon's Estate Act, 1860.

(being the Settlement made on the Marriage of *Caroline Mary Hart*, One of the Four Children of *Caroline Hart* (then deceased) with *Young Fry*,) *Caroline Mary Hart's* undivided Shares of the undivided Shares comprised in the recited Marriage Settlement of *John Hart* and *Caroline* his Wife of *Thomas Brandon's* Freeholds and Leaseholds were conveyed unto and to the Use of *John Hart* and *John Frederick Hart*, their Heirs, Executors, Administrators, and Assigns respectively, (after the Solemnization of the then intended Marriage, and subject to a Trust for Renewal of the Leases of the Leasehold Parts thereof,) upon trust to pay an Annuity of Twenty Pounds to *John Hart* for Life, and subject thereto upon trust during the joint Lives of *Young Fry* and *Caroline Mary Hart* for her separate Use, and if he should die in her Lifetime then upon trust for her for Life, and after her Decease upon trust for him for Life, and after the Decease of the Survivor of them upon trust for the Children of *Caroline Mary Hart* as Tenants in Common, their Heirs, Executors, Administrators, and Assigns respectively, with Survivorship and Accruer in the event of any of them dying under Twenty-one without leaving Issue living at their respective Decease, and if there should be no Child of *Caroline Mary Hart* to take as therein expressed, upon trust for *Young Fry* for Life, and after his Decease upon trust for such Persons as *Caroline Mary Hart* should appoint, and in default of such Appointment upon trust for her Next of Kin as Personal Estate: *Caroline Mary Hart* married *Young Fry*, as above recited: There were Two Children of *Caroline Mary Hart*, as above recited:—

Persons interested therein: The Persons (other than Incumbrancers) now beneficially interested in the One undivided Third Part heretofore of *Elizabeth Brandon* of *Thomas Brandon's* Freeholds and Leaseholds, and Six undivided Fourteenth Parts of the One undivided Third Part heretofore of *Mary Ann Brandon* of *Thomas Brandon's* Freeholds and Leaseholds, are *Stephen Hall* the younger, *George Webster* and *Elizabeth* his Wife, *Elizabeth Webster* the younger, Spinster, *Stephen Webster*, *Mary Webster* Spinster, *George Webster* the younger, *James Webster*, *Susan Webster* Spinster, *Henry Webster*, *Brandon Hall Webster*, *Janet Anderson Webster* Spinster, and *Marshall Hall Webster*, who all Ten have attained Twenty-one, *James Neill* and *Victoria* his Wife, *Isabella Jane Webster* Spinster, and *Allan Arrott Webster*, who are both now Infants, *Samuel Shoobridge*, *Mary Hall* Spinster, and *Elizabeth Hall* Spinster, who have both attained Twenty-one, *Henry Thompson*, *Stephen Hall Thompson*, *David Thompson*, if living, or if dead his legal and personal Representatives, *Emma Thompson* Spinster, and *Henry Hall Thompson*, who all Three have attained Twenty-one, *Stephen Paul Engleheart* and *Lydia Jane* his Wife, *Susan Thompson*, *Robert Lee*, *Matilda Lee* Spinster, who has attained Twenty-one, and *John Busted Seymour* and *Isabella* his Wife, *John Hart*, *John Frederick Hart*, and *Stephen Hart*, who have both attained Twenty-one, *Young Fry* and *Caroline Mary* his Wife, and *Charles Young Fry* and *Mary Louisa Fry*, who are both now Infants: The Persons (other than *Thomas Brandon's* Trustees)

now

Persons
interested
therein.

Brandon's Estate Act, 1860.

now interested as Trustees in such Parts of the same several undivided Parts as are held upon the recited Trusts are *Thomas Fleming, John Webster, Henry Thompson, Thomas Brandon Fleming, Robert Johnston, Stephen Hall Thompson, Stephen Hall the younger, Robert Lee, Robert James Lee, Edmund Macrory, Nicholas George Seymour, John Hart, and John Frederick Hart*:—The One Third Part of *Harriet Brandon* of *Thomas Brandon's* Freeholds and Leaseholds, and the Eight other Fourteenth Parts of the One Third Part of *Mary Ann Brandon* of *Thomas Brandon's* Freeholds and Leaseholds: By an Indenture of Settlement dated the Eighteenth Day of *August* One thousand eight hundred, between *Thomas Fleming* of the First Part, *Harriet Brandon* of the Second Part, and *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins* of the Third Part, (being the Settlement made on the Marriage of *Harriet Brandon* with *Thomas Fleming*,) it was agreed that *Richard Brandon* the Brother, *William Brandon* the Brother, *John Carter*, and *John Hopkins*, their Heirs, Executors, Administrators, and Assigns respectively, should stand seised and possessed of *Harriet Brandon's* One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds, upon trust after the Solemnization of the then intended Marriage to settle the same, as to the Freehold Parts thereof to the Use of Trustees for a Term of Two hundred Years, upon the Trusts therein-after directed, but which have since ceased, and subject thereto, as to One undivided Half of the same Freehold Parts, to the Use of *Harriet Brandon* for Life, with Remainder to the Use of all her Children, as Tenants in Common, their Heirs and Assigns, with Survivorship and Accruer in the event of any of them dying under Twenty-one, and as to the other One undivided Half of the same Freehold Parts, to the Use of *Thomas Fleming* for Life, with Remainder to the Use of all his Children by her, as Tenants in Common in Tail General, with Cross Remainders between them as Tenants in Common in Tail General, with Remainders over, and as to the Leasehold Parts thereof, (subject to a Trust for Renewal of the Leases thereof, and a Trust which has since ceased,) upon trust during the Life of *Harriet Brandon* for her separate Use, and after her Decease, as to One undivided Half of the same Leaseholds, upon trust for all the Children of *Harriet Brandon* in equal Shares as Tenants in Common, with Survivorship and Accruer between them in case of the Death of any of them under Twenty-one, and as to the other One undivided Half thereof upon trust for *Thomas Fleming* for Life, and after his Decease upon trust for all the Children of *Harriet Fleming* by *Thomas Fleming*, as Tenants in Common, with Survivorship and Accruer between them in the event of any of them dying under Twenty-one; and it was thereby provided that nothing therein contained should affect the Powers of the Trustees under *Thomas Brandon's* Will: *Harriet Brandon* on the Eighteenth Day of *September* One thousand eight hundred married *Thomas Fleming*, as above recited: By the

The One Third Part of *Harriet Brandon's* Freeholds and Leaseholds, and the Eight other Fourteenth Parts of the One Third Part of *Mary Ann Brandon's* Freeholds and Leaseholds.

[Private.]

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recited

Brandon's Estate Act, 1860.

recited Indenture of the Twenty-eighth Day of *January* One thousand eight hundred and one *Samuel Brandon* was appointed a Trustee of that Marriage Settlement, in the Place of *John Hopkins*: *Richard Brandon* the Brother, *William Brandon* the Brother, and *Samuel Brandon* respectively died, as above recited: By the recited Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and twenty-four the One undivided Third Part comprised in that Marriage Settlement was vested in *John Carter*: By the recited Indenture of the Ninth Day of *May* One thousand eight hundred and twenty-five the same One undivided Third Part was vested in *John Webster*: By the recited Indenture of the Fifth Day of *December* One thousand eight hundred and twenty-eight the same One undivided Third Part was vested in *Thomas Fleming* and *Stephen Hall* the younger: *Harriet Fleming* died as above recited, having had Twelve Children, as above recited, of whom Seven died without Issue, Four of them dying Infants, as above recited: Under the recited Marriage Settlement of *Thomas Fleming* and *Harriet* his Wife, her One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds became vested in *Thomas Brandon Fleming*, *Harriet Fleming* the younger, *George Fleming*, *Charlotte Fleming*, *Edward Fleming*, *Emma Fleming* (who married *Henry Thompson*), *William Henry Fleming*, and *John Fleming*, who respectively attained Twenty-one, and each of them was also entitled as above recited to One undivided Fourteenth Part of *Mary Ann Brandon's* One undivided Third Part of *Thomas Brandon's* Freeholds and Leaseholds: By reason of the Death without Issue of *Harriet Fleming* the younger, *Mary Ann Fleming*, *George Fleming*, *Charlotte Fleming*, *Elizabeth Fleming*, *Louisa Fleming*, and *Francis Frederick Fleming* respectively, *Thomas Brandon Fleming*, *Edward Fleming*, *Emma Fleming* (who married *Henry Thompson*), *William Henry Fleming*, and *John Fleming* took as Tenants in Common in Tail General, with Cross Remainders between them as Tenants in Common in Tail General, One undivided Half of the Freehold Parts of the One undivided Third Part comprised in the recited Marriage Settlement of *Thomas Fleming* and *Harriet* his Wife of *Thomas Brandon's* Freeholds and Leaseholds:—1. *Thomas Brandon Fleming's* Shares thereof: *Thomas Brandon Fleming* is still entitled to his undivided Shares of *Thomas Brandon's* Freeholds and Leaseholds:—2. *Harriet Fleming* the younger's Shares thereof: *Harriet Fleming* the younger, by her Will dated the Thirty-first Day of *July* One thousand eight hundred and twenty-six, gave her unentailed Shares of *Thomas Brandon's* Freeholds and Leaseholds to her Father *Thomas Fleming*, his Heirs, Executors, Administrators, and Assigns respectively, and appointed him Executor thereof: *Harriet Fleming* the younger died in the Year One thousand eight hundred and twenty-six without having revoked or altered her recited Will; which on the Eighth Day of *June* One thousand eight hundred and twenty-seven was proved by the Executor thereof in the Prerogative Court of *Canterbury*:—

3. *George*

Thomas
Brandon
Fleming's
Shares
thereof.
Harriet
Fleming the
younger's
Shares
thereof.

Brandon's Estate Act, 1860.

3. *George Fleming's* Shares thereof: *George Fleming* by his Will (not dated) gave to his Father *Thomas Fleming* all the Testator's Shares of *Thomas Brandon's* Leaseholds, subject to the Payment of an Annuity of Eighty Pounds to *Matilda Hall* (since deceased) for Life: *George Fleming* died in the Year One thousand eight hundred and thirty, without having revoked or altered his recited Will, and on the Eighth Day of *March* One thousand eight hundred and thirty Letters of Administration with the same Will annexed were granted to *Thomas Fleming* by the Prerogative Court of *Canterbury*: By an Indenture dated the Eighteenth Day of *November* One thousand eight hundred and forty-two, between *Thomas Fleming* of the one Part, and *Thomas Brandon Fleming* of the other Part, *George Fleming's* Shares of *Thomas Brandon's* Leaseholds were assigned to *Thomas Brandon Fleming*: *George Fleming* died intestate as to his unentailed Shares of *Thomas Brandon's* Freeholds, which on his Decease descended on *Thomas Brandon Fleming* his eldest Brother and Heir-at-Law:—

George
Fleming's
Shares
thereof.

4. *Charlotte Fleming's* Shares thereof: *Charlotte Fleming*, by her Will dated the Twenty-seventh Day of *December* One thousand eight hundred and thirty-seven, gave her Shares of *Thomas Brandon's* Leaseholds to her Father *Thomas Fleming* for Life, and after his Decease she gave an Annuity to *Eliza Mackenzie* (since deceased), and an Annuity of Twenty Pounds to *Laura Burton* so long as she remained unmarried, and gave the Residue thereof to be equally divided between her Brothers *Thomas Brandon Fleming*, *Edward Fleming*, *William Henry Fleming*, and *John Fleming*, and her Sister *Emma Fleming*: *Charlotte Fleming* died, as above recited, without having revoked or altered her-recited Will, and on the Fourteenth Day of *August* One thousand eight hundred and thirty-eight Letters of Administration with the same Will annexed were granted to *Thomas Fleming* by the Prerogative Court of *Canterbury*: *Charlotte Fleming* died intestate as to her unentailed Shares of *Thomas Brandon's* Freeholds, which on her Death descended on *Thomas Brandon Fleming* her eldest Brother and Heir-at-Law: By an Indenture of Appointment and Assignment dated the Eleventh Day of *July* One thousand eight hundred and fifty-four, between *William Henry Fleming* of the First Part, *Edward Fleming* and *Emma Fleming* of the Second Part, and *Thomas Brandon Fleming* of the Third Part, *William Henry Fleming's* One undivided Fifth Part of the Shares then late of *Charlotte Fleming* of *Thomas Brandon's* Leaseholds was assigned to *Thomas Brandon Fleming*, as to Two undivided Third Parts thereof upon trust for *Edward Fleming*, and as to the remaining One undivided Third Part thereof upon trust for *Emma Fleming*: By an Indenture of Settlement dated the Twenty-fourth Day of *April* One thousand eight hundred and fifty-eight, between *Edward Fleming* of the First Part, *Emma Fleming* of the Second Part, *Thomas Brandon Fleming* of the Third Part, and *John Fleming* of the Fourth Part, the same Two undivided Third Parts and One undivided Third Part were assigned to *John Fleming* (subject

Charlotte
Fleming's
Shares
thereof.

Brandon's Estate Act, 1860.

(subject to a Trust for better securing the Payment to *Edward Fleming* of a yearly Rentcharge, and to *Emma Fleming* of a yearly Rentcharge), upon trust for *Mary* the Wife of *William Henry Fleming*, for Life, for her separate Use, and upon trust for Sale, and as to the Proceeds arising from the Sale, upon trust for Payment of gross Sums to *Edward Fleming* and *Emma Fleming* respectively, in satisfaction of their respective yearly Rentcharges, and subject thereto upon trust for *Mary Fleming* for Life, for her separate Use, and after her Decease upon trust for such One or more of her Children by *William Henry Fleming* and the Issue of such Children (such Issue being *in esse* at the Time of any Appointment to them) as *William Henry Fleming* and *Mary* his Wife jointly, or the Survivor of them, should appoint, and in default of such Appointment upon trust for all the Children of *William Henry Fleming* and *Mary* his Wife who should be living at the Decease of the Survivor of them, and the Issue then living of any such Child or Children then dead equally, *per stirpes*: By an Indenture dated the Twenty-sixth Day of *April* One thousand eight hundred and fifty-eight, between *Henry Thompson* of the First Part, *Emma Fleming* of the Second Part, and *Thomas Brandon Fleming* and *Stephen Hall Thompson* of the Third Part, the yearly Rentcharge or the Sum in satisfaction thereof respectively payable to *Emma Fleming* under the recited Indenture of the Twenty-fourth Day of *April* One thousand eight hundred and fifty-eight was assigned unto *Thomas Brandon Fleming* and *Stephen Hall Thompson*, upon trust for Sale, and it was thereby declared that they should stand possessed of the net Proceeds of the Sale upon the Trusts declared thereof by the Indenture of Settlement next herein-after recited: By an Indenture of Settlement dated the Twenty-sixth Day of *April* One thousand eight hundred and fifty-eight, between *Henry Thompson* of the First Part, *Emma Fleming* of the Second Part, and *Thomas Brandon Fleming* and *Stephen Hall Thompson* of the Third Part, (being the Settlement made on the Marriage of *Emma Fleming* with *Henry Thompson*,) it was declared that *Thomas Brandon Fleming* and *Stephen Hall Thompson* should be possessed of the net Proceeds of the Sale to be so made (subject to a Trust for the Investment thereof), upon trust during the Life of *Emma Fleming* for her separate Use, and after her Decease, in case of Failure of her Issue as therein expressed, upon trust to pay to *Susan Thompson* an Annuity of Fifty Pounds for Life, and subject thereto, as to One Half of the same net Proceeds, upon trust for *Henry Thompson* for Life, and after his Decease, and as to the other Half thereof after the Decease of *Emma Fleming*, upon trust for the Issue of the then intended Marriage, as therein expressed, and if there should be no such Issue to take, and *Emma Fleming* should survive *Henry Thompson*, upon trust for her, but if he should survive her, then upon trust for him for Life, and after his Decease upon trust for such Persons as she should appoint, and in default of such Appointment upon trust to pay to *Susan Thompson* a further

Brandon's Estate Act, 1860.

further Annuity of Fifty Pounds for Life, and subject thereto upon trust for *Thomas Brandon Fleming, John Fleming, and William Henry Fleming*, as Tenants in Common: *Emma Fleming* married *Henry Thompson*, as above recited, but there is no Issue of their Marriage:—5. *Edward Fleming's* Shares thereof: *Edward Fleming* is still entitled to his undivided Shares of *Thomas Brandon's* Freeholds and Leaseholds:—6. *Emma Fleming's* Shares thereof: By the first-recited Indenture of the Twenty-sixth Day of *April* One thousand eight hundred and fifty-eight, *Emma Fleming's* Shares of *Thomas Brandon's* Freeholds and Leaseholds were conveyed unto and to the Use of *Thomas Brandon Fleming* and *Stephen Hall Thompson*, their Heirs, Executors, Administrators, and Assigns respectively, upon trust, after the Solemnization of the then intended Marriage, for Sale, as above recited, and as to the net Proceeds thereof upon the Trusts declared thereof by the Indenture of Settlement next herein-after recited: By the recited Indenture of Settlement of the Twenty-sixth Day of *April* One thousand eight hundred and fifty-eight the net Proceeds of the same Shares were settled upon the above recited Trusts thereby declared:—7. *William Henry Fleming's* Shares thereof: It appears by a Recital in the Indenture of the Nineteenth Day of *May* One thousand eight hundred and sixty, herein-after recited, that by an Indenture or disentailing Deed dated the Eleventh Day of *July* One thousand eight hundred and fifty-four, between *William Henry Fleming* of the First Part, *Thomas Fleming* of the Second Part, and *Thomas Brandon Fleming* of the Third Part, (but not enrolled,) it was intended that the Shares of which, under the recited Indenture of Settlement of the Eighteenth Day of *August* One thousand eight hundred, *William Henry Fleming* was Tenant in Tail of *Thomas Brandon's* Freeholds should be disentailed, and be limited to such Uses as *William Henry Fleming* should appoint, and in default of such Appointment to the Use of *William Henry Fleming* for Life, with Remainder to the Use of *Thomas Brandon Fleming*, his Executors and Administrators, during the Life of and upon trust for *William Henry Fleming*, with Remainder to the Use of *William Henry Fleming*, his Heirs and Assigns: By the recited Indenture of Appointment and Assignment of the Eleventh Day of *July* One thousand eight hundred and fifty-four *William Henry Fleming's* Share of *Thomas Brandon's* Freeholds was limited as to Two undivided Third Parts thereof to the Use of such Persons as *Edward Fleming* should appoint, and in default of such Appointment to the Use of *Edward Fleming* for Life, with Remainder to the Use of *Thomas Brandon Fleming*, his Executors and Administrators, during the Life of and upon trust for *Edward Fleming*, with Remainder to the Use of *Edward Fleming*, his Heirs and Assigns, and as to the other One undivided Third Part thereof to the Use of such Persons as *Emma Fleming* should appoint, and in default of such Appointment to the Use of *Emma Fleming*, her Heirs and Assigns, and *William Henry Fleming's* Share of *Thomas Brandon's* Leaseholds was assigned to

Edward
Fleming's
Shares
thereof.Emma
Fleming's
Shares
thereof.William
Henry
Fleming's
Shares
thereof.

[Private]

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Thomas

Brandon's Estate Act, 1860.

Thomas Brandon Fleming, as to Two undivided Third Parts thereof upon trust for *Edward Fleming*, and as to the other One undivided Part thereof upon trust for *Emma Fleming*: By the recited Indenture of the Twenty-fourth Day of *April* One thousand eight hundred and fifty-eight the Share then late of *William Henry Fleming* of *Thomas Brandon's* Freeholds and Leaseholds was conveyed unto and to the Use of *John Fleming*, his Heirs, Executors, Administrators, and Assigns respectively, upon the above-recited Trusts thereby declared in favour of *Edward Fleming*, *Emma Fleming*, *Mary* the Wife of *William Henry Fleming*, and her Children by him, their Heirs, Executors, Administrators, and Assigns: By an Indenture or disentailing Deed dated the Nineteenth Day of *May* One thousand eight hundred and sixty, between *William Henry Fleming* of the First Part, *Thomas Fleming* of the Second Part, and *John Fleming* of the Third Part, and enrolled, wherein the Loss of the recited Indenture or disentailing Deed of the Eleventh Day of *July* One thousand eight hundred and fifty-four was recited, the Share then late of *William Henry Fleming* of *Thomas Brandon's* Freeholds was disentailed, and was confirmed and assured unto and to the Use of *John Fleming*, his Heirs and Assigns, upon the above-recited Trusts by the recited Indenture of the Twenty-fourth Day of *April* One thousand eight hundred and fifty-eight declared in favour of *Edward Fleming*, *Emma Fleming*, *Mary* the Wife of *William Henry Fleming*, and her Children by him, their Heirs and Assigns: *William Henry Fleming* and *Mary* his Wife have Four Children, as above recited:—

8. *John Fleming's* Shares thereof: *John Fleming* is still entitled to his undivided Shares of *Thomas Brandon's* Freeholds and Leaseholds:—Persons interested therein: The Persons (other than Incumbrancers) now beneficially interested in the One undivided Third Part heretofore of *Harriet Brandon* of *Thomas Brandon's* Freeholds and Leaseholds, and the remaining Eight Fourteenth Parts of the One undivided Third Part heretofore of *Mary Ann Brandon* of *Thomas Brandon's* Freeholds and Leaseholds, are *Thomas Fleming*, *Thomas Brandon Fleming*, *Edward Fleming*, *Henry Thompson* and *Emma* his Wife, *Mary* the Wife of *William Henry Fleming*, *William Horace Fleming*, *Sidney Hall Fleming*, *Francis Henry Fleming*, and *Mary Rosa Fleming*, Children of *William Henry Fleming* and *Mary* his Wife, who are all Four Infants, and *John Fleming* who has attained Twenty-one: The Persons (other than *Thomas Brandon's* Trustees) now interested as Trustees in such Parts of the same undivided Parts as are held upon the recited Trusts are *Thomas Fleming*, *Stephen Hall* the younger, *Thomas Brandon Fleming*, *Stephen Hall Thompson*, and *John Fleming*:—The Suit of *Dalbiac* versus *Hall* for Partition: In the present Year One thousand eight hundred and sixty *Henry Eardley Aylmer Dalbiac*, *William Pennington*, and *Charles Snell Paris*, as the then acting Trustees of *Samuel Brandon's* Will, filed their original Bill of Complaint in this Court against *Stephen Hall* the younger and others, praying for a Partition of the *Brandon*

John
Fleming's
Shares
thereof.
Persons
interested
therein.

The Suit of
Dalbiac
versus Hall
for Partition.

Brandon's Estate Act, 1860.

Brandon Estates, in accordance with the recited Articles of Agreement of the Tenth Day of *November* One thousand eight hundred and fifty-five:—Annuitants: *Sarah Harkness* Widow, *Sarah-Kitty Brandon* the Wife of *Joseph Alfred Nicholson*, *Martha Maddams* Widow, *Thomas Brandon* the Great-nephew, and *Laura Burton* are respectively entitled, as above recited, to Annuities affecting divers undivided Shares of *Samuel Brandon's* Freeholds and Leaseholds and *Thomas Brandon's* Freeholds and Leaseholds respectively:—Incumbrances: The several Incumbrances or alleged Incumbrances respectively specified in the Third Schedule to this Certificate affect or are alleged to affect the beneficial Interest in divers undivided Shares of *Samuel Brandon's* Freeholds and Leaseholds and *Thomas Brandon's* Freeholds and Leaseholds respectively: And whereas the *Brandon* Leaseholds specified in the First Schedule to that Certificate are specified in the Fourth Schedule to this Act annexed: And whereas the Piece of Land, in this Act called the Parsonage Site, specified in the Second Schedule to that Certificate, is specified in the Sixteenth Schedule to this Act annexed: And whereas the several Incumbrances or alleged Incumbrances respectively specified in the Third Schedule to that Certificate are respectively specified in the Fifteenth Schedule to this Act annexed: And whereas Vice-Chancellor *Kindersley*, in pursuance of the recited Orders of the Twenty-third Day of *February* One thousand eight hundred and sixty and the Twelfth Day of *May* One thousand eight hundred and sixty respectively, has approved the Draft of this Bill: And whereas by a Deed Poll dated the Fifth Day of *June* One thousand eight hundred and sixty, under the respective Hands and Seals of *Gertrude Sudlow*, *Margaret Sudlow*, *Agnes Sudlow*, and *Beatrice Sudlow*, the respective Interests of *Margaret Sudlow* and *Agnes Sudlow* in the Twelve undivided Seventy-second Parts of *Richard Brandon* the Nephew and his Children of *Samuel Brandon's* Freeholds and Leaseholds were transferred to *Gertrude Sudlow* and *Beatrice Sudlow*: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the Dean and Chapter, and *William Pennington*, *Henry Eardley Aylmer Dalbiac*, and *Charles Snell Paris*, as *Samuel Brandon's* Trustees, on behalf of themselves and all other Persons interested under *Samuel Brandon's* Will, and *Thomas Fleming* and *Stephen Hall* the younger, as *Thomas Brandon's* Trustees, on behalf of themselves and all other Persons interested under *Thomas Brandon's* Will, 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; (that is to say)

I. This Act may for all Purposes be cited as "*Brandon's Estate Act, 1860.*" Short Title.

II. From

Brandon's Estate Act, 1860.

Freehold
Lands in
Fifth Sched-
ule vested
in Dean and
Chapter.

II. From and after the passing of this Act the Lands specified in the Fifth Schedule, and the Inheritance in Fee Simple thereof, with the Appurtenances, are by this Act vested in the Dean and Chapter, discharged, except only as by this Act is otherwise provided, from all Estates, Rights, Interests, Claims, and Demands of the *Brandon* Trustees respectively, and all other Persons from Time to Time claiming under *Samuel Brandon's Will* and *Thomas Brandon's Will* respectively.

Freehold
Lands in
Sixth Sched-
ule vested
in Samuel
Brandon's
Trustees.

III. From and after the passing of this Act the Lands specified in the Sixth Schedule, and the Inheritance in Fee Simple thereof, with the Appurtenances, are by this Act vested in *Samuel Brandon's Trustees*, discharged, except only as by this Act is otherwise provided, from all Estates, Rights, Interests, Claims, and Demands of the Dean and Chapter and of *Thomas Brandon's Trustees*, and all other Persons from Time to Time claiming under *Thomas Brandon's Will* respectively.

Consequent
Alteration of
Leases in
Fourteenth
Schedule.

IV. With respect to every Lease specified in the Fourth Schedule, which is also specified in the Fourteenth Schedule, during the respective Residue of the Term of Years granted by the respective Lease, such Part of the Lands thereby demised as is Part of the Land specified in the Sixth Schedule shall be excluded from and cease to be comprised therein or affected thereby, and such Part of the Lands specified in the Fifth Schedule as is specified in the Fourteenth Schedule as Land to be included in the respective Lease shall be included therein in like Manner to all Intents and Purposes whatsoever as if the same Land had been originally comprised therein, and by way of Exchange for the Land so excluded therefrom, and the respective Lease shall have Effect in like Manner to all Intents and Purposes as if the Land originally comprised therein, and so excluded therefrom, had not been comprised therein, but the Land so included therein and the Land originally comprised therein, and not by this Act excluded therefrom, had together been the Land originally comprised therein.

Lands in
Seventh
Schedule to
be Dean and
Chapter's
Walworth
Manor
Estate.

V. From and after the passing of this Act the Lands specified in the Seventh Schedule shall be the *Walworth Manor Estate* of the Dean and Chapter, and such Parts thereof as are vested in them by this Act are so vested in them as Part of their ancient Possessions, and for the like Estate and Interest as the other Parts thereof, and the Boundaries of the Lands specified in the Seventh Schedule shall be the Boundaries thereof shown on the *Walworth Manor Estate Plan*.

Freehold
Lands in
Tenth Sched-
ule vested
in Samuel
Brandon's
Trustees.

VI. From and after the passing of this Act the Lands specified in the Tenth Schedule, and the Inheritance in Fee Simple thereof, with the Appurtenances, are by this Act vested in *Samuel Brandon's Trustees*, discharged, except only as by this Act is otherwise provided, from all Estates, Rights, Interests, Claims, and Demands of *Thomas Brandon's Trustees*,
and

Brandon's Estate Act, 1860.

and all other Persons from Time to Time claiming under *Thomas Brandon's Will*.

VII. From and after the passing of this Act the Lands specified in the Eleventh Schedule, and the Inheritance in Fee Simple thereof, with the Appurtenances, are by this Act vested in *Thomas Brandon's Trustees*, discharged, except as by this Act is otherwise provided, from all Estates, Rights, Interests, Claims, and Demands of *Samuel Brandon's Trustees*, and all other Persons from Time to Time claiming under *Samuel Brandon's Will*.

Freehold
Lands in
Eleventh
Schedule
vested in
Thomas
Brandon's
Trustees.

VIII. Where by any Building Lease heretofore granted of any Part of the Lands to which this Act relates any Covenant in gross was entered into with the Lessors therein named, or any of them, their Heirs, Executors, Administrators, Successors, and Assigns, or any of them, and by virtue of this Act the Land demised by the respective Building Lease, or any undivided Part thereof, is vested in any Person or Persons, not being the Person or Persons who is or are from Time to Time entitled, by himself or themselves, and without the Concurrence of any other Person or Persons, to sue on the Covenant, then and in every such Case the other Person or Persons entitled to sue or concur in suing on the Covenant shall, with respect to his or their Rights and Remedies in that Behalf, be a Trustee or Trustees thereof for the Person or Persons in whom the Land or undivided Part is from Time to Time so vested.

Benefit of
Covenants
to go with
the Land.

IX. On or before the Thirty-first Day of *December* One thousand eight hundred and sixty, *Thomas Brandon's Trustees* shall assign or otherwise assure all their Interest in such Parts as are specified in Part One of the Fourth Schedule of the *Brandon Leaseholds* to *Samuel Brandon's Trustees*, subject to the Rents, Covenants, and Provisions in and by the several Leases specified in Part One of that Schedule respectively reserved and contained, and as from the Time of the passing of this Act to be respectively paid, performed, and observed by the Lessees under those Leases respectively, or a due proportionate Part of the same respectively.

The Portions
in Part One
of Fourth
Schedule of
the *Brandon
Leaseholds*
to be as-
signed to
*Samuel
Brandon's
Trustees*.

X. On or before the Thirty-first Day of *December* One thousand eight hundred and sixty, *Samuel Brandon's Trustees* shall assign or otherwise assure all their Interest in such Part as is specified in Part Two of the Fourth Schedule of the *Brandon Leaseholds* to *Thomas Brandon's Trustees*, subject to the Rent, Covenants, and Provisions in and by the Lease specified in Part Two of that Schedule respectively reserved and contained, and as from the Time of the passing of this Act to be respectively paid, performed, and observed by the Lessee under that Lease, or a due proportionate Part of the same respectively.

The Portion
in Part Two
of Fourth
Schedule of
the *Brandon
Leaseholds*
to be as-
signed to
*Thomas
Brandon's
Trustees*.

[*Private.*]

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XI. From

Brandon's Estate Act, 1860.

Lands in
Twelfth
Schedule
subject to
Trusts of
Samuel
Brandon's
Will.

XI. From and after the passing of this Act the Leasehold Term and Interest from Time to Time under this Act of *Samuel Brandon's* Trustees, their Executors, Administrators, and Assigns, in such of the Lands specified in the Twelfth Schedule as are also specified in Part One of the Fourth Schedule and in the Eighth Schedule respectively, and their Right and Benefit of Renewal, and other Rights, Interests, Claims, and Demands under this Act, to, in, and with respect to any of those Lands, with the Appurtenances, and such of the Lands specified in the Twelfth Schedule as are also specified in the Sixth and Tenth Schedules respectively, and the Estate, Right, Title, Interest, Claim, and Demand whatsoever of *Samuel Brandon's* Trustees, their Heirs and Assigns, to, in, and with respect to those Lands, with the Appurtenances; shall be respectively vested in and held by *Samuel Brandon's* Trustees, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts and with and subject to the Powers and Provisions of *Samuel Brandon's* Will from Time to Time in force or capable of taking effect.

Beneficial
Interests
therein.

XII. From and after the passing of this Act the several Persons beneficially interested under *Samuel Brandon's* Will shall have the like beneficial Interests in the several Lands specified in the Twelfth Schedule as if this Act were not passed they respectively would have in the several Lands now subject to the Trusts of *Samuel Brandon's* Will, and this Act shall not prejudice any Question between any of those Persons as to their respective Rights as Real or Personal Representatives, or in respect of Real or Personal Estate.

Lands in
Thirteenth
Schedule
subject to
Trusts of
Thomas
Brandon's
Will.

XIII. From and after the passing of this Act the Leasehold Term and Interest from Time to Time under this Act of *Thomas Brandon's* Trustees, their Executors, Administrators, and Assigns, in such of the Lands specified in the Thirteenth Schedule as are also specified in Part Two of the Fourth Schedule and in the Ninth Schedule respectively, and their Right and Benefit of Renewal, and other Rights, Interests, Claims, and Demands under this Act, to, in, and with respect to any of those Lands, with the Appurtenances, and such of the Lands specified in the Thirteenth Schedule as are also specified in the Eleventh Schedule, and the Estate, Right, Title, Interest, Claim, and Demand whatsoever of *Thomas Brandon's* Trustees, their Heirs and Assigns, to, in, and with respect to those Lands, with the Appurtenances, shall be respectively vested in and held by *Thomas Brandon's* Trustees, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts and with and subject to the Powers and Provisions of *Thomas Brandon's* Will from Time to Time in force or capable of taking effect.

Beneficial
Interests
therein.

XIV. From and after the passing of this Act the several Persons beneficially interested under *Thomas Brandon's* Will shall have the like

Brandon's Estate Act, 1860.

like beneficial Interest in the several Lands specified in the Thirteenth Schedule as if this Act were not passed they respectively would have in the several Lands now subject to the Trusts of *Thomas Brandon's Will*, and this Act shall not prejudice any Question between any of those Persons as to their respective Rights as Real or Personal Representatives, or in respect of Real or Personal Estate.

XV. Within Twenty-one Days after the passing of this Act the *Brandon* Trustees, their Executors, Administrators, or Assigns, may and shall deliver to the Dean and Chapter to be cancelled, and they may and shall cancel, the existing Lease. Existing Lease to be cancelled.

XVI. Until the existing Lease is cancelled, in accordance with this Act, that Lease shall, as between the Dean and Chapter and the *Brandon* Trustees, their Executors, Administrators, and Assigns, be valid and effectual to all Intents and Purposes according to the Terms, Conditions, and Tenor thereof, and nothing in this Act shall prejudicially affect the existing Lease during the Continuance thereof. Existing Lease to be effectual until cancelled.

XVII. On the Delivery by the *Brandon* Trustees of the existing Lease to the Dean and Chapter to be cancelled, and on the Payment by *Samuel Brandon's* Trustees to the Dean and Chapter of the Fine in that Behalf, the Dean and Chapter may and shall grant to *Samuel Brandon's* Trustees, their Executors, Administrators, or Assigns, and they may and shall accept, a Lease of the Lands specified in the Eighth Schedule, and the Term of that Lease shall commence from the Feast Day of *Saint John the Baptist* One thousand eight hundred and fifty-five. Dean and Chapter to lease Lands in Eighth Schedule to *Samuel Brandon's* Trustees.

XVIII. On the Delivery by the *Brandon* Trustees of the existing Lease to the Dean and Chapter to be cancelled, and on Payment by *Thomas Brandon's* Trustees to the Dean and Chapter of the Fine in that Behalf, the Dean and Chapter may and shall grant to *Thomas Brandon's* Trustees, their Executors, Administrators, or Assigns, and they may and shall accept, a Lease of the Lands specified in the Ninth Schedule, and the Term of that Lease shall commence from the Feast Day of *Saint John the Baptist* One thousand eight hundred and fifty-five. Dean and Chapter to lease Lands in Ninth Schedule to *Thomas Brandon's* Trustees.

XIX. Under any Leases to be so granted to *Samuel Brandon's* Trustees, their Executors, Administrators, or Assigns, and *Thomas Brandon's* Trustees, their Executors, Administrators, or Assigns respectively, the Rights at Law and in Equity of all Persons claiming any Interest in any Lands demised or purporting to be demised by any Building Lease or other Lease for Ninety-nine Years, or the Benefit of any Building Leases or other Leases for Ninety-nine Years, heretofore granted or purporting to be granted, of any Parts of the *Walworth* Manor Estate, shall be the same as if this Act were not passed. Rights under Building Leases not affected by Act.

XX. The

Brandon's Estate Act, 1860.

"Manor Lessees."

XX. The Expression "Manor Lessees" in this Act either means *Samuel Brandon's* Trustees, their Executors, Administrators, or Assigns, as Lessees for Twenty-one Years under the existing Lease or under any Lease from Time to Time granted to them, or (as the Case may be) means *Thomas Brandon's* Trustees, their Executors, Administrators, or Assigns, as Lessees for Twenty-one Years under the existing Lease or under any Lease from Time to Time granted to them, and with respect to the Lands specified in the Eighth Schedule, or any Part thereof, means only *Samuel Brandon's* Trustees, their Executors, Administrators, or Assigns, as such Lessees for Twenty-one Years, and with respect to the Lands specified in the Ninth Schedule, or any Part thereof, means only *Thomas Brandon's* Trustees, their Executors, Administrators, or Assigns, as such Lessees for Twenty-one Years.

Fines to be paid to Dean and Chapter for First Leases under Act.

XXI. The Fines to be paid to the Dean and Chapter for the Leases to be granted by them on the Delivery to them by the *Brandon* Trustees of the existing Lease to be cancelled shall be the Fines already agreed on in that Behalf between the Dean and Chapter and the *Brandon* Trustees respectively.

Rents to be reserved.

XXII. There shall be reserved by the Leases to be granted by the Dean and Chapter on the Delivery to them by the *Brandon* Trustees of the existing Lease to be cancelled the following yearly Rents; that is to say,

Yearly Rents to be paid by *Samuel Brandon's* Trustees, their Executors, Administrators, or Assigns, Eight Pounds Nineteen Shillings and Twopence and Five Pounds Five Shillings:

Yearly Rents to be paid by *Thomas Brandon's* Trustees, their Executors, Administrators, or Assigns, Eight Pounds Nineteen Shillings and Twopence and Five Pounds Five Shillings.

Act not to extend Liability or Right to renew.

XXIII. Provided always, That, notwithstanding the Provisions hereinbefore contained for granting such respective Lease as aforesaid, or any other Provisions of this Act, the Liability and Right of the Dean and Chapter to grant and the Right of the Manor Lessees to require Renewals from Time to Time of Leases of any of the Lands comprised in the existing Lease shall be the same as if this Act were not passed, save that on any Renewal granted to *Samuel Brandon's* Trustees, their Executors, Administrators, or Assigns, there shall be One Lease to them, and on any Renewal to *Thomas Brandon's* Trustees, their Executors, Administrators, or Assigns, there shall be One Lease to them, and save also that the Right of *Samuel Brandon's* Trustees, their Executors, Administrators, and Assigns, to require Renewals, shall be a separate and distinct Right, wholly independent of the Right of *Thomas Brandon's* Trustees, their Executors, Administrators, and Assigns, to require Renewals, and *vice versa*, and the Right of either Party shall not be affected by the Act or Default of the other Party.

XXIV. The

Brandon's Estate Act, 1860.

XXIV. The Dean and Chapter and the Manor Lessees jointly from Time to Time may, with the Consent of the Ecclesiastical Commissioners for *England*, confirm any Building Lease of any Land comprised in the respective Lease for Twenty-one Years purporting to have been made under the Provisions of the recited Acts or either of them, or this Act, which for some technical Error, Informality, or Irregularity is thought void or voidable, or may make instead thereof a new Lease for the Remainder of the original Term, at the same Rent and with such Provisions and Covenants as were reserved and contained in and by the Lease so thought void or voidable.

Confirma-
tion of
Building
Leases.

XXV. The Dean and Chapter and the Manor Lessees jointly from Time to Time may, with the Consent of the Ecclesiastical Commissioners for *England*, accept the Surrender of any Building Lease, whether thought void or voidable or not, of any Land comprised in the respective Lease for Twenty-one Years, and instead thereof may, with the like Consent, grant separate Leases to the Party or Parties interested therein, or his or their Nominee or Nominees, for the Remainder of the subsisting Term, at apportioned Rents amounting in the whole to at least the former reserved Rent, and on such Terms and Conditions as the Ecclesiastical Commissioners approve.

Grant of
Building
Leases on
Surrender
of existing
Building
Leases.

XXVI. Provided always, That nothing in this Act shall take away, lessen, or prejudice the Term or Interest, Powers, Privileges, Rights, or Remedies of any Person from Time to Time claiming any Interest or Benefit in any Lands demised or purporting to be demised by any Building Lease or other Lease for Ninety-nine Years purporting to be heretofore granted under or confirmed by the recited Acts or either of them, or claiming the Benefit of any Building Lease or other Lease for Ninety-nine Years purporting to be heretofore granted under or confirmed by the recited Acts or either of them, or (except by an express Confirmation thereof under this Act) shall give to any Building Lease or other Lease for Ninety-nine Years purporting to be granted under or confirmed by the recited Acts or either of them any Validity which it would not have if this Act were not passed, but the several Exchanges and the Partition respectively effected by this Act shall be subject and without Prejudice to all such Terms or Interests, Powers, Privileges, Rights, or Remedies affecting the Lands by this Act exchanged and partitioned respectively, or any Parts thereof, so far, but so far only, as the same respectively are valid.

Building
Leases under
recited Acts
not to be
prejudiced
by this Act.

XXVII. The Dean and Chapter, jointly with the Manor Lessees, from Time to Time may pull down any Houses and Buildings comprised in the respective Lease for Twenty-one Years, and not let under Building Lease, which they think not worth repairing, or desirable to remove in order to render the Land upon which they stand, or the Lands contiguous or near thereto, more available for Building Purposes.

Removal of
Buildings by
Dean and
Chapter and
Manor
Lessees.

[*Private.*]

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XXVIII. On

Brandon's Estate Act, 1860.

Parsonage
Site vested
in Eccle-
siastical
Commis-
sioners.

XXVIII. On Payment on or before the Thirty-first Day of *December* One thousand eight hundred and sixty of One hundred and fifty Pounds to *Thomas Brandon's* Trustees as the Purchase Money for their Interest in the Parsonage Site specified in the Sixteenth Schedule to this Act annexed, and on Payment to *Samuel Brandon's* Trustees of One hundred and fifty Pounds as the Purchase Money for their Interest therein (the last-mentioned Sum to be afterwards paid by *Samuel Brandon's* Trustees into Court to the Credit of the Suit "*Brandon v. Brandon,*" to an Account to be entitled "The Joint Leasehold Estate, Capital Account"), it shall be lawful for the *Brandon* Trustees to concur with the Dean and Chapter in conveying the Parsonage Site to the Ecclesiastical Commissioners for *England*, and on the Acceptance of the Conveyance by the Ecclesiastical Commissioners, the Land, and the Inheritance in Fee Simple in Possession thereof, with the Appurtenances, shall become vested in the Ecclesiastical Commissioners and their Successors for ever, in accordance with and subject to the Provisions of the Church Building Acts, free from all Limitations, Trusts, Powers, Provisions, Charges, Incumbrances, Claims, and Demands of the Dean and Chapter, and all Persons claiming under them, and under *Thomas Brandon's* Will and *Samuel Brandon's* Will respectively, and to be appropriated and used as the Site of a Parsonage House, with suitable Outbuildings, Curtilage, and Garden, for the Residence of the Incumbent of *St. Paul's* Church, *Lorrimore Square*, and for no other Purpose whatsoever.

Authority of
Court for
Execution of
Act by the
Brandon
Trustees.

XXIX. The Court of Chancery from Time to Time may make and give all such Orders and Directions whatsoever for and with respect to the several Matters in that Behalf in this Act provided or as the Court think fit; and shall have full Jurisdiction and Authority to give effect to all such Orders and Directions respectively, and all Things from Time to Time done in and about the Performance or Observance thereof, and with respect to Costs: Provided always, that no such Order or Direction shall extend to the Dean and Chapter without in every Case their previous Consent, given in such Manner as the Court think fit.

Matters on
which Court
may make
Orders and
give Di-
rections.

XXX. The Matters with respect to which the Court from Time to Time may make and give such Orders and Directions comprise the following and all incidental Matters; that is to say,

First, the obtaining by the *Brandon* Trustees respectively of Surrenders or Assignments of Leases, Terms, or Interests of, in, or affecting their respective Trust Estates under this Act, or any Parts thereof:

Secondly, the purchasing by the *Brandon* Trustees respectively of the reversionary Interests in any of the Hereditaments comprised in the respective Lease for Twenty-one Years:

Thirdly,

Brandon's Estate Act, 1860.

Thirdly, the determining, as between Real and Personal Representatives, of their respective Interests in any Parts of the respective Trust Estates, and in order thereto the directing that any Realty shall be deemed in Equity to be converted into Personalty, and that any Personalty should be deemed in Equity to be converted into Realty, and the determining in any other respects of any Equities :

Fourthly, the Payment by the *Brandon* Trustees respectively of the Costs and Expenses incurred by the *Brandon* Trustees respectively in and about and for the Purposes of the Negotiations for the Renewal of the existing Lease, and the Exchanges and Partition by this Act respectively effected, and the Costs and Expenses incurred by the *Brandon* Trustees and the Dean and Chapter respectively in the preparing for, obtaining, and passing of this Act, and the Surveys and other Things done for the Purposes thereof, and the carrying of this Act into effect, or otherwise in relation to the Premises, except only the Dean and Chapter's Moiety of the Costs and Expenses of preparing the *Walworth* Manor Estate Plan, which Moiety (but no other Part of any of those several Costs and Expenses) is to be paid by the Dean and Chapter :

Fifthly, the Taxation (as between Solicitor and Client), Allowance, and Payment of Costs :

Sixthly, the raising by the *Brandon* Trustees respectively, out of their respective Trust Estates, by Sale, Mortgage, or otherwise, and the paying and applying, of Monies for those several Purposes.

XXXI. The Court from Time to Time may make and give any such Orders and Directions, either in the now pending Suits or either of them, or in any other Suit, or without Suit, and either upon Petition presented in a summary Way, or by Motion or Summons, and on Notice to such Persons, if any, as the Court direct; and any Application to the Court by or on the Part of *Samuel Brandon's* Trustees, or, as the Case may be, *Thomas Brandon's* Trustees, may be made by all or any of the respective Trustees.

Orders of Court on Petition or Motion or Summons.

XXXII. The Court from Time to Time, by any such Order, may direct or approve a Scheme for the carrying into effect of the Matters to which the Order relates; and any such Scheme may provide, either in such general Terms or in such Detail as the Court think fit, for the carrying into effect of those Matters, and may give or leave to or impose on the *Brandon* Trustees respectively such Latitude of Discretion or such Restraint with respect to the carrying into effect of those Matters as the Court think fit.

Court may approve Scheme for Execution of Act.

XXXIII. Provided always, That, with a view to lessening Expense to the Trust Estate, every such Scheme shall be in such general Terms, and leave such Latitude of Discretion to the *Brandon* Trustees respectively, as the Court think fit.

Scheme may be general.

XXXIV. Saving

*Brandon's Estate Act, 1860.*General
Saving.

XXXIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the Lands to which this Act relates, or any of them, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Persons
bound by
Act.

XXXV. Provided always (but without Prejudice to the Saving in this Act contained for Lessees and Assignees of Building Leases), That the following Persons are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (to wit,)

First, *Sarah Harkness* Widow, *Sarah Kitty Brandon* the Wife of *Joseph Alfred Nicholson*, *Martha Maddams* Widow, *Thomas Brandon* the Great-nephew, and *Laura Burton*, in respect of their Annuities as above recited :

Secondly, *George Ware*, as Trustee for *Sarah Kitty Brandon Nicholson*, as above recited :

Thirdly, *Thomas Brandon* the Great-nephew, *Montmorency Durant Stokes* and *Mary Ann* his Wife, *Samuel Hosking* and *Lydia* his Wife, and the Children hereafter born of *Thomas Brandon* the Great-nephew :

Fourthly, *John Pardon Ware*, *Mary Scargill* Widow, *Gertrude Sudlow* Spinster, *Beatrice Sudlow* Spinster, *Henry Featherstonhaugh Wooster* and *Henrietta* his Wife, *George William Phillips* and *Barbara* his Wife, *Henry Brandon Phillips*, and the Issue hereafter born of *George William Phillips* and *Barbara* his Wife :

Fifthly, *George Ware*, *Edward Sudlow*, *William Wood Whitter*, *Samuel Brandon* Son of *Richard*, and *Edward Hawley*, as Trustees as above recited :

Sixthly, *Mary Ann* the Wife of *Jacob Ordoyno*, *Garrett Ordoyno*, and *Harriet Danzie* Widow :

Seventhly, *Henry Parker*, *John James Scargill*, and *Henry Parker* the younger, as Trustees as above recited :

Eighthly, *William Pennington*, *Elizabeth Barrass Brandon Cooper* Widow, *Benjamin Brandon Quennell*, *Martha Brandon Baker* Widow, *Josiah Yeomans Robins*, and *Frederic Eustace Marwe* :

Ninthly, *Henry Parker* and *Benjamin Brandon Quennell*, as Trustees as above recited :

Tenthly, *William Charles Withall*, *Charles William Cumberland Mogg* and *Ann Sarah Pattinson* his Wife, *Sarah Agatha Mogg*, the Children hereafter born of *Charles William Cumberland Mogg* and *Ann Sarah Pattinson* his Wife, *Archibald Lewis Cocke* and *Janet*, his

Brandon's Estate Act, 1860.

- his Wife, *Janet Sarah Cocke, Edith Mary Brandon Cocke, Alice Louisa Cocke*, the Children hereafter born of *Archibald Lewis Cocke* and *Janet* his Wife, *William Pennington*, and *Sarah Pettingal* :
- Eleventhly, *John Rees Mogg, Jacob Frederic Young Mogg, William Allen Sumner, John Hearle*, and *Henry Parker*, as Trustees as above recited :
- Twelfthly, *Mary Rooke* Widow, *Elizabeth Mary Bull* the younger, and *Mary Elizabeth* the Wife of *William Bull* :
- Thirteenthly, *John William Jones*, as Trustee as above recited :
- Fourteenthly, *James Glover* :
- Fifteenthly, *William Pennington, Josiah Yeomans Robins*, and *James Glover* :
- Sixteenthly, *William Pennell*, as Assignee in Bankruptcy as above recited, and *Henry Parker*, as Trustee as above recited :
- Seventeenthly, *Stephen Hall* the younger, *Thomas Brandon Fleming, Edward Fleming*, and *John Fleming* :
- Eighteenthly, *Stephen Hall* the younger, *George Webster* and *Elizabeth* his Wife, *Elizabeth Webster* the younger, Spinster, *Stephen Webster, Mary Webster* Spinster, *George Webster* the younger, *James Webster, Susan Webster* Spinster, *Henry Webster, Brandon Hall Webster, Janet Anderson Webster* Spinster, *Marshall Hall Webster, James Neill* and *Victoria* his Wife, *Isabella Jane Webster* Spinster, *Allan Arrott Webster*, the Issue hereafter born of *George Webster* and *Elizabeth* his Wife, the Children hereafter born of *Victoria* the Wife of *James Neill, Samuel Shoobridge, Mary Hall* Spinster, *Elizabeth Hall* Spinster, *Henry Thompson, Stephen Hall Thompson, Emma Thompson* Spinster, *Henry Hall Thompson, Stephen Paul Engleheart* and *Lydia Jane* his Wife, the Children hereafter born of *Lydia Jane*, the Wife of *Stephen Paul Engleheart, Susan Thompson, Robert Lee, Matilda Lee* Spinster, *John Busted Seymour* and *Isabella* his Wife, the Children hereafter born of *Isabella* the Wife of *John Busted Seymour, John Hart, John Frederick Hart, Stephen Hart, Young Fry* and *Caroline Mary* his Wife, *Charles Young Fry, Mary Louisa Fry*, and the Children hereafter born of *Caroline Mary* the Wife of *Young Fry* :
- Nineteenthly, *Thomas Fleming, John Webster, Henry Thompson, Thomas Brandon Fleming, Robert Johnston, Stephen Hall Thompson, Stephen Hall* the younger, *Robert Lee, Robert James Lee, Edmund Macrory, Nicholas George Seymour, John Hart*, and *John Frederick Hart*, as Trustees as above recited :
- Twentiethly, *Thomas Fleming, Thomas Brandon Fleming, Edward Fleming, Henry Thompson* and *Emma* his Wife, the Issue hereafter born of *Emma* the Wife of *Henry Thompson, Mary* the Wife of *William Henry Fleming, William Horace Fleming, Sidney Hall Fleming, Francis Henry Fleming, Mary Rosa Fleming*, the Children hereafter born of *William Henry Fleming* and *Mary* his Wife, the
- [Private.] k k Issue

Brandon's Estate Act, 1860.

Issue hereafter born of any Child or Children of *William Henry Fleming* and *Mary* his Wife dying before the Decease of the Survivor of *William Henry Fleming* and *Mary* his Wife, and *John Fleming* :

Twenty-first, *Thomas Fleming*, *Stephen Hall* the younger, *Thomas Brandon Fleming*, *Stephen Hall Thompson*, and *John Fleming*, as Trustees as above recited :

Twenty-secondly, *William Pennington*, *Henry Eardley Aylmer Dalbiac*, and *Charles Snell Paris*, as *Samuel Brandon's* Trustees :

Twenty-thirdly, *Thomas Fleming* and *Stephen Hall* the younger, as *Thomas Brandon's* Trustees :

Twenty-fourthly, the several Persons entitled to or interested in the several Incumbrances respectively specified in the Fifteenth Schedule :

Twenty-fifthly, the Heirs, Heirs of the Body, Next of Kin, Executors, and Administrators of the several Persons above named respectively :

Twenty-sixthly, all other Persons from Time to Time interested under *Samuel Brandon's* Will and *Thomas Brandon's* Will respectively :

Twenty-seventhly, the Dean and Chapter of *Canterbury*, their Successors and Assigns.

Act to be printed.

XXXVI. 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.

Brandon's Estate Act, 1860.

The SCHEDULES to which the foregoing Act refers.

The FIRST SCHEDULE.

The now demised Premises.

The Leasehold Tenements comprised in and demised by the Indenture of Dan^l Finch. Lease of the 18th Day of September 1849, recited in the foregoing Act, and which comprise the Lands and Buildings delineated on the Walworth Manor Estate Plan and also on the Brandon Partition Plan, and on each of those Plans coloured Yellow and Red and Brown respectively, with the Rights, Members, and Appurtenances.

The SECOND SCHEDULE.

The Brandon Freeholds.

The Freehold Lands which are delineated on the Brandon Partition Plan, W^m Ward Abbott. and are thereon coloured Green and Blue and Purple respectively, with the Rights, Members, and Appurtenances.

The THIRD SCHEDULE.

The sub-demised Premises.

The Leasehold Tenements forming Part of the now demised Premises, which Dan^l Finch. are comprised in the following Leases; (that is to say,)

No.	Date.	Lessors.	Lessees.	Situation.	Terms.	Rents reserved	
						To Dean and Chapter.	To the other Lessors.
1	1776, June 29 -	Dean and Chapter and Henry Penton.	Thomas Clutton -	Canterbury Row -	99 Years -	£ 5 0 0	£ 5 0 0
2	1775, Dec. 9 -	Do.	Do.	Do.	Do.	20 0 0	20 0 0
3	1775, Dec. 9 -	Do.	Do.	Do.	Do.	20 0 0	20 0 0
4	1775, Dec. 9 -	Do.	Do.	Penton Row -	Do.	3 15 0	3 15 0
5	1775, Dec. 9 -	Do.	Do.	Do.	Do.	25 0 0	25 0 0
6	1775, Dec. 9 -	Do.	Joseph Dunn -	Manor Place and Dean's Row.	Do.	7 10 0	7 10 0
7	1775, Dec. 9 -	Do.	Edward Cole -	Prospect Row -	Do.	15 0 0	15 0 0
8	1778, Dec. 9 -	Do.	Do.	Albion Place -	Do.	5 7 6	5 7 6
9	1776, June 29 -	Do.	William Austin -	York Place -	Do.	9 0 0	9 0 0
10	1775, Dec. 9 -	Do.	John Godfrey -	St. George's Place	Do.	5 5 0	5 5 0
11	1776, June 29 -	Do.	William Austin -	York Place -	Do.	11 14 0	11 14 0
12	1778, Dec. 9 -	Do.	Thomas Clutton -	Amelia Street -	Do.	18 0 0	18 0 0

The

Brandon's Estate Act, 1860.

The FOURTH SCHEDULE.

PART I.

The Portions of the Brandon Leaseholds which are allotted on Partition to Samuel Brandon's Trustees, and are comprised in the Samuel Brandon Portion.

No.	Date.	Lessors.	Lessees.	Situation.	Terms.	Rents reserved	
						To Dean and Chapter.	To the other Lessors.
1	1786, June 26	Dean and Chapter and Henry Penton.	Samuel Brandon -	Apollo Buildings North.	99 Years	£ s. d. 16 15 0	£ s. d. 16 15 0
2	Do.	Do.	Do.	Apollo Buildings South.	Do.	16 5 0	16 5 0
3	1787, Nov. 28	Do.	Do.	York Street and Trafalgar Place.	Do.	14 1 6	14 1 6
4	1790, Nov. 30	Dean and Chapter & Samuel Brandon & Thomas Brandon.	John Dring -	George Row and Cottage Row.	Do.	1 4 3	1 4 3
5	Do.	Do.	Do.	Charles Street -	Do.	12 0 0	12 0 0
6	Do.	Do.	Do.	Thomas Street, Paragon Row, Charles Street, and Brandon Street.	Do.	5 15 9	5 15 9
7	Do.	Do.	Do.	Chatham Place -	Do.	5 7 0	5 7 0
8	1806, June 17	Dean and Chapter and Samuel Brandon and Thomas Brandon's Trustees.	John Dring -	Woods Buildings, East Street, North Street, York Street, & Salisbury Place.	79 Years	14 12 6	14 12 6
9	Do.	Do.	Do.	York Street, Salisbury Street, Salisbury Place, and Salisbury Row.	81 Years	13 13 1½	13 13 1½
10	Do.	Do.	Do.	Bedford Street, Nursery Row, Victory Place, Charles Street, Brandon Street, North Street, South Street, Dean's Buildings, Flint Street, and Ann's Row.	84 Years	27 10 0	27 10 0

The Brandon Trustees are entitled to the several Tenements comprised in these Leases, subject to Underleases.

No. 1.—In respect of Underleases dated respectively September 11, 1787, and August 28, 1788, of Parts of the Leasehold Tenement comprised in this Lease, the Brandon Trustees pay Two yearly Rents, one of £10 16s., and the other of £30.

Nos. 1, 2, 3.—The Leases of these Leasehold Tenements were taken by Samuel Brandon, on behalf of himself and Thomas Brandon.

Nos. 4, 5, 6, 7.—The several Leasehold Tenements respectively comprised in these Leases were assigned by John Dring by Four Deeds Poll, each dated May 26, 1791, to Samuel Brandon and Thomas Brandon.

Nos.

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Nos. 3, 4, 6, and 7.—The Rents originally reserved by these Leases were higher, but were reduced by the above-recited Act of 45 George III. Chapter 115.

No. 7.—The Leasehold Tenement now comprised in this Lease is not the Leasehold Tenement originally comprised therein, by reason of an Exchange effected by the above-recited Act of 45 George III. Chapter 115.

Nos. 8, 9, and 10.—These Leases were taken by John Dring as a Trustee for Samuel Brandon and the Trustees of Thomas Brandon's Will.

PART II.

The Portion of the Brandon Leaseholds which is allotted on Partition to Thomas Brandon's Trustees, and is comprised in the Thomas Brandon Portion.

No.	Date.	Lessors.	Lessees.	Situation.	Terms.	Rents reserved.	
						To Dean and Chapter.	To the other Lessors.
11	1791, Nov. 30.	Dean and Chapter & Samuel Brandon & Thomas Brandon.	John Carter -	Lorrimore Street -	99 Years	10 0 0	10 0 0.

The FIFTH SCHEDULE.

The Portions of the Brandon Freeholds which are given in Exchange to the Dean and Chapter. Henry A. Hunt.

Such Parts of the Freehold Lands specified in the Second Schedule as are delineated on the Walworth Manor Estate Plan and also on the Brandon Partition Plan, and on each of those Plans are coloured Green, with the Rights, Members, and Appurtenances.

The SIXTH SCHEDULE.

The Portions of the now demised Premises which are given in Exchange by the Dean and Chapter, and are allotted on Partition to Samuel Brandon's Trustees. W^m Ward Abbott.

Such Parts of the Leasehold Tenements specified in the First Schedule which are delineated on the Walworth Manor Estate Plan, and thereon coloured Red, as are also delineated on the Brandon Partition Plan, and are thereon also coloured Red.

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The

Brandon's Estate Act, 1860.

The SEVENTH SCHEDULE.

Henry A. Hunt.

The Lands which, under the Act, form the Dean and Chapter's Walworth Manor Estate.

Such Parts of the Leasehold Tenements specified in the First Schedule and the Freehold Lands specified in the Second Schedule as are delineated on the Walworth Manor Estate Plan and also on the Brandon Partition Plan, and on each of those Plans are coloured Yellow and Green and Brown respectively.

The EIGHTH SCHEDULE.

W^m Ward Abbott.*The Portions of the Walworth Manor Estate which are comprised as Leasehold in the Samuel Brandon Portion.*

Such Parts of the Leasehold Tenements and Freehold Lands specified in the Seventh Schedule as are delineated on the Walworth Manor Estate Plan and also on the Brandon Partition Plan, and on each of those Plans are coloured Green and Brown respectively.

The NINTH SCHEDULE.

W^m Ward Abbott.*The Portions of the Walworth Manor Estate which are comprised as Leasehold in the Thomas Brandon Portion.*

Such Parts of the Leasehold Tenements and Freehold Lands specified in the Seventh Schedule as are delineated on the Walworth Manor Estate Plan and also on the Brandon Partition Plan, and on each of those Plans are coloured Yellow.

The TENTH SCHEDULE.

W^m Ward Abbott.*The Portions of the Brandon Freeholds which are allotted on Partition to Samuel Brandon's Trustees, and are comprised in the Samuel Brandon Portion.*

Such Parts of the Freehold Lands specified in the Second Schedule as are delineated on the Brandon Partition Plan, and are thereon coloured Purple, and all other Parts, if any, of the Brandon Freeholds which lie on the Eastern Side of the Walworth Road.

The

Brandon's Estate Act, 1860.

The ELEVENTH SCHEDULE.

*The Portions of the Brandon Freeholds which are allotted on Partition to Thomas W^m Ward Abbott.
Brandon's Trustees, and are comprised in the Thomas Brandon Portion.*

Such Parts of the Freehold Lands specified in the Second Schedule as are delineated on the Brandon Partition Plan, and are thereon coloured Blue, and all other Parts, if any, of the Brandon Freeholds which lie on the Western Side of the Walworth Road.

The TWELFTH SCHEDULE.

The Samuel Brandon Portion.

W^m Ward Abbott.

Leaseholds.—The Leaseholds specified in Part I. of the Fourth Schedule and in the Eighth Schedule.

Freeholds.—The Freeholds specified in the Sixth and Tenth Schedules.

The THIRTEENTH SCHEDULE.

The Thomas Brandon Portion.

W^m Ward Abbott.

Leaseholds.—The Leaseholds specified in Part II. of the Fourth Schedule and in the Ninth Schedule.

Freeholds.—The Freeholds specified in the Eleventh Schedule.

Brandon's Estate Act, 1860.

The FOURTEENTH SCHEDULE.

Exchanges with respect to Parts of the Brandon Leaseholds.

No. of Lease in Part I. of Fourth Schedule.	Lands excluded by the foregoing Act from the Leases, and coloured Red on the Plans.	Lands included by the foregoing Act in the Leases, and coloured Green on the Plans.
Henry A. Hant.	7 Nos. 1 and 2 on the Walworth Manor Estate Plan, being, as to No. 1, 3 Houses and Yards on the West Side of Little Chatham Place, commencing at the Corner of Neptune Street, and running Northward therefrom, and the Yard and Sheds adjoining the same Northward and up to the Corner of Thomas Street; and as to No. 2, the back Parts of 9 Houses, and all the Yards of the same on the East Side of Neptune Place, commencing at the Corner of Neptune Street and running Southward therefrom, and 9 Houses and Yards adjoining Eastward, and on the West Side of Little Chatham Place.	Nos. 3 and 26 on the Walworth Manor Estate Plan, being, as to No. 3, Part of a House numbered 5 on the West Side of York Place, and Part of the Yard and Sheds in the Rear thereof; and as to No. 26, 3 Houses on the East Side of Nelson Place, numbered 10, 11, and 12, but without the Yards.
9		Nos. 4, 5, and 6 on the Walworth Manor Estate Plan, being, as to No. 4, a triangular Piece of Land, with Sheds thereon, abutting North on "The Cottage of Content" Public House at the North-west Corner of Cottage Row; and as to No. 5, One House and Yard and Part of another House and Yard, and Part of the Fore Courts in front thereof, on the East Side of Cottage Square, and abutting North on the Yards of Houses in Cottage Row; and as to No. 6, being Part of the Yards of 9 Houses on the North Side of George's Row, and Part of a House and Yard on the East Side of York Street, and abutting West on the last-mentioned Premises.
4		No. 10 on the Walworth Manor Estate Plan, being Part of a House and Shop on the North Side of Sarah Ann Street
6	Nos. 7 and 13 to 17 inclusive on the Walworth Manor Estate Plan, being, as to No. 7, a Cooper's Yard on the	

Brandon's Estate Act, 1860.

No. of Lease in Part I. of Fourth Schedule.	Lands excluded by the foregoing Act from the Leases, and coloured Red on the Plans.	Lands included by the foregoing Act in the Leases, and coloured Green on the Plans.
	<p>West Side of Brandon Street, containing a Frontage of 63 Feet by a Depth of 60 Feet, a detached House and Premises adjoining South, a House, No. 28, Brandon Street, used with a House at the Corner of Sarah Ann Street, and adjoining South on the last-mentioned Premises, Yards in the Rear of Nos. 9 and 10 on the North Side of Sarah Ann Street, and a small Portion of the Factory adjoining the same on the West ; and as to No. 13, a House and Yard, No. 41, on the West Side of Brandon Street, and at the Corner of Charles Street ; and as to No. 14, Part of a Yard and Shed belonging to "The Jolly Butchers" Public House on the West of Salisbury Place ; and as to No. 15, a small Piece of Land in the Rear of Nos. 4 and 5, Falcon Terrace, Lock's Fields, forming Part of the Falcon Works ; and as to No. 16, No. 13, Salisbury Place, on the East Side of Lock's Fields, with Shed adjoining ; Nos. 10, 11, and 12, Salisbury Place, Part of No. 9, Salisbury Place, and a small Part of No. 8, Salisbury Place ; and as to No. 17, a small Part of No. 4, Dudfield Place, Lock's Fields, and at the Corner of Neptune Place, and the front Part of 5 Houses on the East Side of Neptune Place, numbered 6 to 10 inclusive.</p>	<p>and at the Corner of Salisbury Place, Henry A. Hunt. Lock's Fields, a Shed and Garden in the Rear thereof and adjoining thereto on the West, Parts of 7 Houses on the North Side of Sarah Ann Street, numbered 1 to 7 inclusive, a House on the North Side of Sarah Ann Street, and at the Corner of Brandon Street, and a Shed adjoining Eastward thereto. Nos. 18 to 22 inclusive on the Walworth Manor Estate Plan, being, as to No. 18, Part of a House on the East Side of William Street, numbered 21 ; and as to No. 19, Parts of Three Houses in Salisbury Terrace, Lock's Fields, numbered 2, 3, and 4 ; and as to No. 20, Parts of the Yards in the Rear of Nos. 1, 2, and 3, Falcon Terrace ; and as to No. 21, Part of a House and Sheds in the Rear thereof on the East Side of William Street, and numbered 18 ; and as to No. 22, Part of a House on the West Side of William Street, numbered 13, and Part of a House on the East Side of Brandon Street, numbered .</p>
10	<p>Nos. 23 and 24 on the Walworth Manor Estate Plan, being, as to No. 23, Part of a Timber-built Two-Storey Cottage and a Yard on the North Side of York Street, numbered 18, Part of a Yard, with Sheds adjoining, Eastward, and Parts of Gardens with Sheds at the Rear of Two Houses on the West Side of Brandon Street, and abutting North on the last-mentioned Premises ; and as to No. 24, being Part of a School, with Residence and Yard adjoining, on the South Side of York Street and at the Corner of Brandon Street, a small Cottage and Yard adjoining South, and also a small Part of a House and Sheds and Cow-yard adjoining South, and all on the West Side of Brandon Street.</p>	<p>Nos. 8, 9, 11, and 12 on the Walworth Manor Estate Plan, being, as to No. 8, Part of a House and Yard on the West Side of Salisbury Place, Lock's Fields, and the Fourth House from the Corner of Short Street, and also a House and Yard abutting South on the last-mentioned Premises, and Two Houses and Yards on the East Side of Brandon Street, being the Third and Fourth Houses from the Corner of Short Street, and abutting West upon the last-mentioned Premises ; and as to No. 9, a Plot of Land on the North Side of Victory Place, containing a Frontage next Victory Place of about 10 Feet by a Depth of about 150 Feet, and extending Eastward to the next-mentioned Plot, and also a Plot of Land adjoining the last-mentioned on the North Side of Victory Place, containing a Frontage of about 60 Feet by a Depth of about 150 Feet, and</p>

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Brandon's Estate Act, 1860.

No. of Lease in Part I. of Fourth Schedule.	Lands excluded by the foregoing Act from the Leases, and coloured Red on the Plans.	Lands included by the foregoing Act in the Leases, and coloured Green on the Plans.
Henry A. Hunt.		<p>extending Eastward from the last-mentioned Plot to a Fence Wall ; and as to No. 11, a House and Yard on the North Side of Charles Street, numbered 1, and also Part of a House and Yard, numbered 2, adjoining, on the West ; and as to No. 12, a House and Yard, numbered 32, on the South Side of Charles Street, a small Piece of Land approached from Short Street, and now used as a Scaffold Yard, and abutting South on the last-mentioned Premises, and 5 Houses, with Yards and Sheds in the Rear, numbered 42 to 46 inclusive, on the West Side of Brandon Street.</p> <p>No. 25 on the Walworth Manor Estate Plan, being Part of a House and Shop at the North-east Corner of Nelson Place, and a House in Nelson Place adjoining South, and numbered 1, and Part of a double House, numbered 2, Nelson Place, adjoining South.</p> <p>Nos. 27 and 28 on the Walworth Manor Estate Plan, being, as to No. 27, a House numbered 25 on the East Side of Nelson Place, and a House on the West Side of North Street, numbered 19 ; and as to No. 28, a Wooden Shed and a Brick-built Shed adjoining, at the South End of Salisbury Place, Lock's Fields, and near the Corner of Northampton Place, and Three Houses and Shops adjoining the same Northward.</p>

Brandon's Estate Act, 1860.

The FIFTEENTH SCHEDULE.

Incumbrances.

Deeds or other Instruments creating, or alleged as creating, Incumbrances.	Names of Persons claiming as Incumbrancers.
The recited Will and Codicils of Samuel Brandon.	Sarah Harkness Widow, Sarah Kitty Brandon, the Wife of Joseph Alfred Nicholson, and Martha Maddams Widow, as Annuitants, and George Ware, as Trustee for Sarah Kitty Brandon Nicholson. Henry Parker, jun ^r .
The recited Will of Mary Ann Smith.	Thomas Brandon the Great-nephew, as Annuitant.
The recited Will of Charlotte Fleming.	Laura Burton, as Annuitant.
The recited Marriage Settlement of Henry Thompson and Emma his Wife.	Susan Thompson, as Annuitant.
Indenture of November 18, 1853.	Robert Attenborough and Henry Parker the younger, as Transferees from Frederick William Sparham.
Indenture of January 20, 1853.	John Smale Torr, as Transferee from the Executors of Jabez Jackson.
Indenture of December 15, 1853.	Richard Medland Jackson and John Smale Torr, as the surviving Executors of John Jackson.
Indenture of May 13, 1833, and Fine and Indenture of August 27, 1833.	Sir Samuel Bignold.
Bond of January 21, 1837.	Henry Parker, as Transferee under Benjamin Mainwaring.
Indenture of February 26, 1858.	George Borwick Robertson and Sarah his Wife, Charles Pugh, and John William Jones, as Trustees for John Barnard Brandon.
Indenture of April 29, 1858.	Robert Attenborough and Henry Parker the younger.
Indenture of February 26, 1858.	William Bull.
Indenture of June 3 and 4, 1839.	James Glover, for himself, and Henry Parker, as the surviving Trustee of Robert Rainy Pennington, Mary Scargill, and William Wood Whitter, as being respectively entitled to the Benefit of an Order of the Court, made May 28, 1857, in the Suit of "Brandon versus Brandon."
Indenture of May 24, 1803.	Nathaniel Saunders, Henry Virtue Tebbs, and Robert Warton, as surviving Transferees under James Chapman. Tho ^s B. Fleming.
Indenture of January 8, 1851.	John James Joseph Sudlow the younger, and Frederic Forster, as Trustees for Lucy Hart and Lucy Harriet Hart. Tho ^s B. Fleming.
Indenture of October 13, 1858, and Agreement of the same Date.	Robert Sherwood.
Indenture of April 24, 1858.	Edward Fleming, Henry Thompson and Emma his Wife, and Thomas Brandon Fleming and Stephen Hall Thompson, as the Trustees of their Marriage Settlement.
Indenture of March 8, 1858.	Mary Butcher.
Orders of Court made in Brandon v. Brandon.	Parties to the Suit of Brandon v. Brandon having Claims for Costs or Indemnification, all of whom are by the foregoing Act expressly excepted out of the General Saving therein contained. Henry Parker, jun ^r .

Brandon's Estate Act, 1860.

The SIXTEENTH SCHEDULE.

The Parsonage Site.

All that Piece of Land at Lorrimore Square, Walworth, bounded Eastward by Land conveyed as the Site of St. Paul's Church, Lorrimore Square, and Northward, Southward, and Westward by that Square, measuring Northward 180 Feet or thereabouts, Southward 132 Feet or thereabouts, Westward 178 Feet or thereabouts, and Eastward 180 Feet or thereabouts.

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