



ANNO PRIMO & SECUNDO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 29.

An Act to confirm a Division already made, and to enable a further Division of the residuary Personal Estate of *William Gray* deceased, and to determine the Right of Survivorship and Contingency affecting the same. [27th July 1838.]

**W**HEREAS *William Gray* of the *New Road* near *Fitzroy Square* in the County of *Middlesex*, Organ Builder, by his last Will and Testament in Writing, bearing Date the Seventeenth Day of *December* in the Year of our Lord One thousand eight hundred and sixteen, desired that his just Debts, Funeral Expences, and the Charges of proving that his Will should be fully paid and satisfied, and directed that his Son *John Gray* should enjoy, under the Conditions in his said Will mentioned, the Benefit of the Trade of Organ Builder carried on by him the said Testator; and it was also his the Testator's Will and Desire that his said Son *John Gray* should take the Stock, finished and unfinished, as well in the Workshops as in the Dwelling House, Tools, Implements, and Utensils in Trade, on paying for the same the Sum of Eight hundred

Will of *William Gray*, dated 17th Dec. 1816.

[Private.]

9 l

Pounds,

Pounds, to be paid by Instalments of One hundred Pounds *per Annum*, which Payments were to be laid out and disposed of in the Purchase of Stock, and were to go into and form Part of the Residue of his Estate; and it was his Will and Desire that his said Son *John Gray* should hold, possess, and enjoy the Workshops and Yard for all his the Testator's Term and Interest therein, on Payment of the yearly Rent of Twenty-six Pounds Five Shillings, and all Taxes and Outgoings that might attach thereon; and he gave and bequeathed the Sum of Five Pounds each to his Nieces *Margaret Reid* and *Ann Gray*; and he gave and bequeathed to his dear Wife *Mary Gray* the Use of all that his Leasehold House wherein he then resided, and also the Use of the Goods, Chattels, Household Furniture except Musical Instruments, Plate, Linen, China, and Effects therein and thereupon, for and during the Term of her natural Life, provided she remained a Widow, but no longer; and from and after the Decease or Marriage of his said dear Wife then he the said Testator gave and bequeathed to his said Son *John Gray* his said Leasehold House wherein he the Testator then resided, to be held and enjoyed by him for all his the Testator's Term and Interest then to come therein; and the Testator directed that upon the Decease or Marriage of his said Wife all the Household Furniture, Goods, Chattels, except Musical Instruments, Plate, Linen, China, and Effects whatsoever, in and upon his the said Testator's Dwelling House at his Decease, should go into and form Part of the Residue of his Estate; and as to all the Rest, Residue, and Remainder of his Leasehold Estates, either in Possession, Reversion, Remainder, or Expectancy, Book and other Debts, Bills, Bonds, Notes, Sum and Sums of Money, in the Funds or elsewhere, and all other his Estate and Effects whatsoever and wheresoever, he the Testator gave and bequeathed the same and every Part thereof unto his said dear Wife *Mary Gray*, his said Son *John Gray*, and his Two Daughters *Mary Ann Gray* and *Caroline Gray*, the Rents, Issues, Interest, Dividends, and Produce to be equally divided between them, and to be held and enjoyed by them during their joint natural Lives, and the Lives and for the mutual Benefit of the Survivors as Joint Tenants, it being his Intention that the longest Liver should take the Whole; and he desired that immediately after his Decease an Inventory might be taken of all such Goods, Household Furniture, Chattels, Plate, Linen, China, and Effects; and it was his earnest Desire and Intention that the whole of his Property should remain undisposed of and held and enjoyed by his said dear Wife, his Son, and Two Daughters during their joint Lives, in manner aforesaid, without the same or the Interest arising therefrom being in any way charged, affected, or incumbered by them collectively or individually, except by the Survivor, who he desired should become possessed of and entitled to the whole of his said Property; and he nominated, constituted, and appointed his said dear Wife *Mary Gray*, *James Boulton* of the Consol Office, Bank of *England*, Gentleman, his said Son *John Gray*, and his said Daughters *Mary Ann Gray* and *Caroline Gray*, joint Executrices and Executors of that his Will, and he did declare that to be his last Will and Testament, and revoked all former and other Wills by him made: And whereas the said *William Gray* the Testator departed this Life without having revoked or altered his said Will; and the said *Mary Gray*,

*Gray, James Boulton, John Gray, Mary Ann Gray, and Caroline Gray*, the Executrices and Executors therein named, duly proved the same in the Prerogative Court of the Archbishop of *Canterbury* on the Eleventh Day of *August* One thousand eight hundred and twenty-one: And whereas the said *Mary Ann Gray*, on or about the Sixth Day of *September* One thousand eight hundred and twenty-three, intermarried with *John Mitchell* of *Camden Town* in the County of *Middlesex*, Gentleman: And whereas the said *Caroline Gray*, on or about the Seventh Day of *September* One thousand eight hundred and twenty-three, intermarried with *George Augustus Assiotti Goodwin* of *Grove Street, Camden Town* aforesaid, Gentleman: And whereas by an Indenture bearing Date the Ninth Day of *July* One thousand eight hundred and twenty-nine, and made between the said *James Boulton*, the said *Mary Gray*, the said *John Gray*, the said *John Mitchell* and *Mary Ann* his Wife, and the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, of the one Part, and *Frederick Braithwaite* of *Mary Street* in the Parish of *Saint Pancras* and County of *Middlesex*, Brewer, of the other Part, after reciting the said Will of the said *William Gray*, and his Death; and reciting that the Rest and Residue of the Personal Estate and Effects of the said Testator then consisted of the several Leasehold Houses and Premises therein-after particularly mentioned, and intended to be thereby assigned, of a reversionary Interest in and to One undivided Fourth Part of and in Two several Sums of Three thousand one hundred and sixty Pounds Three *per Cent.* Consolidated Bank Annuities, and Three thousand Pounds Three *per Cent.* Reduced Bank Annuities, payable on the Decease of *Dame Ann Onslow*, and also of a Principal Sum of Three hundred Pounds secured by Mortgage upon certain Premises in *Mortimer Market* in the Parish of *Saint Pancras* in the County of *Middlesex*, also intended to be thereby assigned, Household Furniture and other Effects, and the Principal Sum of Three thousand six hundred and seventy-five Pounds New Four *per Cent.* Bank Annuities, then standing in the Name of the Testator *William Gray* deceased in the Books of the Governor and Company of the Bank of *England*; and reciting that the said *Mary Gray*, *John Gray*, *John Mitchell* and *Mary Ann* his Wife, and *George Augustus Assiotti Goodwin* and *Caroline* his Wife, notwithstanding the Recommendation contained in the Will of the said Testator to the contrary, considered that it would be more conducive to their respective Interests to divide amongst themselves all the Rest and Residue of the said Personal Estate and Effects of the said *William Gray* deceased, and had therefore requested the said *James Boulton* to concur in making such Division accordingly, and to which the said *James Boulton* had consented and agreed, upon condition that they the said *Mary Gray*, *John Gray*, *John Mitchell*, and *George Augustus Assiotti Goodwin* should give and execute unto him the said *James Boulton* a Bond or Obligation under their respective Hands and Seals to save him harmless from all Loss or Damage to be sustained by him in consequence or by reason of such his Concurrence; and it had been further agreed by and between the said Parties, that they the said *Mary Gray*, *James Boulton*, *John Gray*, *John Mitchell* and *Mary Ann* his Wife, and *George Augustus Assiotti Goodwin* and *Caroline* his Wife, should assign all the said Leasehold Premises, and also the said reversionary Interest, and

Assignment  
dated 9th  
July 1829.

the

the said Principal Sum of Three hundred Pounds Mortgage Money as aforesaid, and the said Leasehold Premises charged as a Security for the same, unto the said *Frederick Braithwaite*; and it had been also further agreed between the same Parties, that the said *Frederick Braithwaite* should, immediately upon the Execution of such Assignment, by a certain Indenture or Deed Poll, re-assign all and singular the same Premises unto the said *James Boulton*, to the Intent that all and singular the said Leasehold Premises, and the said reversionary Interest, and also the said Mortgage Sum of Three hundred Pounds, should be vested in him the said *James Boulton*, solely and absolutely for the Purposes therein-after mentioned; and reciting, that in further pursuance of the said Agreement the Sum of Nine hundred and eighteen Pounds Fifteen Shillings, being One Fourth Part of the said Sum of Three thousand six hundred and seventy-five Pounds New Four *per Cent.* Bank Annuities, had at or before the Execution of the Indenture now in recital been transferred into the Name of the said *Mary Gray*, the like Sum of Nine hundred and eighteen Pounds Fifteen Shillings, being One other Fourth Part of the said Sum of Three thousand six hundred and seventy-five Pounds New Four *per Cent.* Bank Annuities, had at or before the Execution of the same Indenture been transferred into and then stood in the Books of the Governor and Company of the Bank of *England* in the Name of the said *John Gray*, the like Sum of Nine hundred and eighteen Pounds Fifteen Shillings, being One other Fourth Part of the said Sum of Three thousand six hundred and seventy-five Pounds New Four *per Cent.* Bank Annuities aforesaid, had also been transferred into and then stood in the Names of the said *John Mitchell* and *Mary Ann* his Wife in the Books of the Governor and Company of the Bank of *England*, and the Sum of Nine hundred and eighteen Pounds Fifteen Shillings, being the Remainder of the said Sum of Three thousand six hundred and seventy-five Pounds New Four *per Cent.* Bank Annuities, had likewise been transferred into and then stood in the Names of the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife in the Books of the Governor and Company of the Bank of *England*; it was witnessed, that in order to carry into effect the Intention of the said several Parties as therein-before expressed, and for a nominal Consideration, the said *Mary Gray*, *James Boulton*, *John Gray*, *John Mitchell* and *Mary Ann* his Wife, and *George Augustus Assiotti Goodwin* and *Caroline* his Wife, did bargain, sell, assign, transfer, and set over unto the said *Frederick Braithwaite*, his Executors, Administrators, and Assigns, all and singular the Pieces or Parcels of Ground, Messuages, or Tenements, and other the Leasehold Premises therein particularly mentioned, and which were held for the respective Terms of Years therein mentioned, and also the said Sum of Three hundred Pounds secured on Mortgage as aforesaid, and the Leasehold Premises which were a Security for the same, and the said reversionary Interest of the said *William Gray* in the said undivided Fourth of the said Sums of Three thousand one hundred and sixty Pounds Three *per Cent.* Consolidated Bank Annuities, and Three thousand Pounds Three *per Cent.* Reduced Bank Annuities, to hold the said Leasehold Premises unto the said *Frederick Braithwaite*, his Executors, Administrators, and Assigns, thenceforth for all the Rests, Residues, and Remainders of the said several Terms of  
Years

Years therein-before mentioned, and then to come and unexpired, of and in the said several and respective Premises, subject nevertheless to the Payment of the several Rents reserved and made payable in and by the said therein-before in part recited Indentures of Lease, and to the Observance and Performance of the Covenants and Agreements therein respectively contained, and to hold the said One Fourth undivided Part or Share of and in the said Two several Sums of Three thousand one hundred and sixty Pounds Three *per Cent.* Consolidated Bank Annuities, and Three thousand Pounds Three *per Cent.* Reduced Bank Annuities, so expectant on the Decease of the said Dame *Ann Onslow* as aforesaid, and all Interest, Dividends, and annual Produce of the same Stocks, Funds, and Securities, and also all that the said Principal Sum of Three hundred Pounds so secured by the said Indenture of Mortgage as aforesaid, and all Interest then and thereafter to become due for the same, unto and by the said *Frederick Braithwaite*, his Executors, Administrators, and Assigns, as and for his and their proper Monies and Effects, but nevertheless upon the Trusts, and for the End, Intent, and Purpose therein-after mentioned; that is to say, upon Trust that the said *Frederick Braithwaite*, his Executors, Administrators, or Assigns, should forthwith assign and transfer unto the said *James Boulton*, his Executors, Administrators, and Assigns, all and singular the said Messuages or Tenements, Hereditaments, and Premises, reversionary Interest and Mortgage Security, and the Principal Sums thereby secured, and all Interest and Advantage to be had or derived therefrom, to the End, Intent, and Purpose that the same respectively should and might be vested solely and absolutely in him the said *James Boulton*, his Executors, Administrators, and Assigns, and that thereby he might be enabled to demise the same unto the said *Mary Gray*, *John Gray*, and the said *John Gray* and *Charles Richard Weller*, upon Trust for the said *John Mitchell* and *Mary Ann* his Wife, and the said *John Gray* and *Frederick Braithwaite*, upon Trust for the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, in such Proportions and Manner as they the said *Mary Gray*, *John Gray*, *John Mitchell* and *Mary Ann* his Wife, *George Augustus Assiotti Goodwin* and *Caroline* his Wife, should respectively direct and appoint, and to the further Intent and Purpose that in such several Demises there might be reserved a Power or Proviso of Re-entry by the said *James Boulton*, his Executors, Administrators, and Assigns, to indemnify him and them against any Claim or Demand or any Loss or Damage to be incurred or sustained by reason of any Claim to be made, by or on the Part and Behalf of the said *Mary Ann Mitchell* and *Caroline Goodwin*, or either of them, or of any Husband or Husbands with whom they or either of them might thereafter intermarry, in disputing the Arrangement thereby made or intended to be carried into effect between the said Parties, on account of any legal Incapacity on their Part to concur effectually in such Disposition, or for any other Reason or on any other Account whatsoever: And whereas by an Indenture indorsed on the last-recited Indenture, and bearing Date the Tenth Day of the same Month of *July* One thousand eight hundred and twenty-nine, and made between the said *Frederick Braithwaite* of the one Part, and the said *James Boulton* of the other Part, it was witnessed, that in pursuance and execution of the

Assignment, dated 10th July 1829, by Frederick Braithwaite to James Boulton accordingly.

[Private.]

9 m

Trust

Trust in him vested by the said last-mentioned Indenture, and for the nominal Consideration therein mentioned, he the said *Frederick Braithwaite* did assign, transfer, and set over unto the said *James Boulton*, his Executors, Administrators, and Assigns, all and singular the Pieces or Parcels of Ground, Messuages or Tenements, and Premises comprised in and assigned by the last-recited Indenture, and also all that the said Principal Sum of Three hundred Pounds secured in the Manner mentioned in the last-recited Indenture, and also all that the reversionary Interest in and to all that undivided Fourth Part or Share of and in the said Two several Sums of Three thousand one hundred and sixty Pounds Three *per Cent.* Consolidated Bank Annuities and Three thousand Pounds Three *per Cent.* Reduced Bank Annuities, and of and in all the Interest, Dividends, and Produce of the said Stock, as was in and by the last-recited Indenture assigned and transferred, to hold the said Pieces or Parcels of Ground, Messuages or Tenements, and Premises thereby assigned, or intended so to be, with their Appurtenances, unto the said *James Boulton*, his Executors, Administrators, and Assigns, thenceforth for all the Residues and Remainders of the several Terms of Years granted and demised by the several Indentures of Lease particularly mentioned and referred to by the said last-mentioned Indenture, and then to come therein, subject nevertheless to the Payment of the several Rents reserved and made payable in and by the same Indentures of Lease respectively, and to the Observance and Performance of the Covenants and Agreements therein respectively contained, and to hold, receive, take, and enjoy the said undivided Fourth Share of and in the said Two several Sums of Three thousand one hundred and sixty Pounds Three *per Cent.* Consolidated Bank Annuities and the Three thousand Pounds Three *per Cent.* Reduced Bank Annuities, and all Interest, Dividends, and Produce of the same, and also all that the said Principal Sum of Three hundred Pounds so secured as aforesaid, and all Interest then due or thereafter to become due for the same, unto and by the said *James Boulton*, his Executors, Administrators, and Assigns, as and for his and their proper Monies and Effects, but nevertheless upon the Trusts, and for the Ends, Intents, and Purposes in the last-recited Indenture expressed and contained of and concerning the same: And whereas by another Indenture, bearing Date the Eleventh Day of *July* One thousand eight hundred and twenty-nine, and made between the said *James Boulton* of the First Part, the said *John Gray*, the said *John Mitchell* and *Mary Ann* his Wife, the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, of the Second Part, and the said *Mary Gray* of the Third Part, after reciting (among other things) that it had been agreed that the several Pieces of Ground, Messuages or Tenements, and Premises therein-after described should be demised to the said *Mary Gray* as her Proportion, Share, and Interest of and in the Residue of the Personal Estate and Effects of the said *William Gray*, and in full Discharge and Satisfaction thereof, it was witnessed, that in consideration of the Covenants and Provisoes therein-after contained or referred to on the Part of the Tenant, Lessee, or Assignee of the Premises thereby demised, he the said *James Boulton*, with the Consent of the said *John Gray*, *John Mitchell* and *Mary Ann* his Wife, and *George Augustus Assiotti Goodwin* and *Caroline* his Wife, did grant

Demise,  
dated 11th  
July 1829.

grant and demise unto the said *Mary Gray*, her Executors, Administrators, and Assigns, certain Leasehold Pieces or Parcels of Ground, Messuages, Tenements, and other Premises in the Parish of *Saint Pancras* in the said County of *Middlesex*, therein particularly mentioned, and which had become vested in the said *William Gray* as therein mentioned, to hold the same unto the said *Mary Gray*, her Executors, Administrators, and Assigns, thenceforth for and during all the Residues and Remainders of the several therein-before mentioned Terms of Years then to come and unexpired of and in the same respectively (save and except the last Five Days of each of the said Terms), yielding and paying therefor yearly during the said several Terms of Years, wanting the last Five Days of the same Terms respectively, unto the said *James Boulton*, his Executors, Administrators, and Assigns, such and the same several yearly Rents as were reserved and contained in the several therein-before mentioned Leases of the said Premises, and in the same Manner as the same were thereby respectively made payable, free from all Taxes and Deductions whatsoever, and subject to such and the same Covenants, Provisoës, Conditions, and Agreements as were contained in the said several therein-before mentioned Leases of the Premises thereby demised on the Part of the Tenant, Lessee, or Assignee of the said Premises to be observed and performed: And whereas by another Indenture bearing Date the same Eleventh Day of *July* One thousand eight hundred and twenty-nine, and made between the said *James Boulton* of the First Part, the said *Mary Gray*, *John Mitchell* and *Mary Ann* his Wife, and the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, of the Second Part, and the said *John Gray* of the Third Part, after reciting, among other things, that it had been agreed that the several Pieces or Parcels of Ground, Messuages or Tenements, and Premises therein-after described should be demised to the said *John Gray* as his Proportion, Share, and Interest of and in the Residue of the Personal Estate and Effects of the said *William Gray*, and in full Satisfaction thereof, it was witnessed, that in consideration of the Covenants and Provisoës therein-after contained or referred to on the Part of the Tenant, Lessee, or Assignee of the Premises thereby demised to be performed and observed, he the said *James Boulton*, with the Consent of the said *Mary Gray*, *John Mitchell* and *Mary Ann* his Wife, and *George Augustus Assiotti Goodwin* and *Caroline* his Wife, did grant and demise unto the said *John Gray*, his Executors, Administrators, and Assigns, certain Leasehold Pieces or Parcels of Ground, Messuages, and Premises in the Parish of *Saint Pancras* in the said County of *Middlesex*, which had become vested in the said *William Gray* as therein mentioned, to hold the same unto the said *John Gray*, his Executors, Administrators, and Assigns, thenceforth for and during all the Remainder of the several therein-before mentioned Terms of Years then to come and unexpired of and in the same Premises respectively (save and except the last Five Days of each of the said Terms), yielding and paying yearly during the said several Terms of Years unto the said *James Boulton*, his Executors, Administrators, and Assigns, the same several yearly Rents as were reserved and contained in the several therein-before mentioned Leases of the said Premises, in the same Manner as the same were respectively made payable, free from all Taxes and Deductions

Another De-  
mise, dated  
11th July  
1829.

Another De-  
mise, dated  
11th July  
1829.

Deductions whatsoever, and subject to such and the same Covenants, Provisoos, Conditions, and Agreements as were contained in the same several Leases of the Premises thereby demised on the Part of the Tenant, Lessee, or Assignee of the said Premises to be observed and performed: And whereas by another Indenture, also bearing Date the Eleventh Day of *July* One thousand eight hundred and twenty-nine, and made between the said *James Boulton* of the First Part, the said *Mary Gray*, *John Gray*, *George Augustus Assiotti Goodwin* and *Caroline* his Wife of the Second Part, the said *John Mitchell* and *Mary Ann* his Wife of the Third Part, and the said *John Gray* and the said *Charles Richard Weller*, therein described of the City of *London*, Chemist and Druggist, of the Fourth Part, after reciting, among other things, that it had been agreed that the several Pieces or Parcels of Ground, Messuages or Tenements, and Premises therein-after described should be demised to the said *John Gray* and *Charles Richard Weller* upon the Trusts therein and herein-after mentioned, as the Proportion, Share, and Interest of the said *John Mitchell* and *Mary Ann* his Wife, in right of the said *Mary Ann*, of and in the Residue of the Personal Estate and Effects of the said Testator *William Gray*, and in full Discharge and Satisfaction thereof, it was witnessed, that in consideration of the Covenants and Provisoos therein-after contained or referred to on the Part of the Tenant, Lessee, or Assignee of the Premises thereby demised, he the said *James Boulton*, with the Consent and Approbation of the said *Mary Gray*, *John Gray*, *George Augustus Assiotti Goodwin* and *Caroline* his Wife, and by the Direction and Appointment of the said *John Mitchell* and *Mary Ann* his Wife, did grant and demise unto the said *John Gray* and *Charles Richard Weller*, their Executors, Administrators, and Assigns, certain Leasehold Pieces or Parcels of Ground, Messuages, and Premises in the said Parish of *Saint Pancras* in the said County of *Middlesex*, which had become vested in the said *William Gray* as therein mentioned, to hold the same unto the said *John Gray* and *Charles Richard Weller*, their Executors, Administrators, and Assigns, thenceforth for and during all the Remainder of the several therein-before mentioned Terms of Years then to come and unexpired of the same Premises respectively, save and except the last Five Days of each of the said Terms, and such Part or Share, Parts or Shares of and in the therein last mentioned and described Piece or Parcel of Ground, Hereditaments, and Premises as was and were included in the Part or Share of the same Ground and Premises which was mentioned and comprised in the Demise to the said *John Gray*, of even Date therewith, yielding and paying yearly during the said several Terms unto the said *James Boulton*, his Executors, Administrators, and Assigns, such and the same several yearly Rents as were reserved and contained in the several therein-before mentioned Leases, in the same Manner as the same were respectively made payable, free from all Taxes and Deductions whatsoever, and subject to the same Covenants, Provisoos, Conditions, and Agreements as were contained in the several therein-before mentioned Leases of the Premises thereby demised on the Part of the Tenant, Lessee, or Assignee of the said Premises to be observed and performed, upon Trust to pay unto, or permit and suffer the said *Mary Ann Mitchell*, for and during the Term of the joint natural Lives of the said *John Mitchell* and *Mary Ann*



*Ann* his Wife, and notwithstanding her Coverture, to receive and take the Rents and Profits of the said Pieces or Parcels of Ground, Messuages or Tenements, and Premises thereby demised, to and for her own Use and Benefit, and not to be subject to the Debts, Control, or Engagements of the said *John Mitchell*, or any future Husband with whom she might intermarry, and from and after the Decease of either of them the said *John Mitchell* and *Mary Ann* his Wife, upon Trust for the absolute Use and Benefit of the Survivor of them the said *John Mitchell* and *Mary Ann* his Wife, his or her Executors, Administrators, and Assigns, and to be assigned and disposed of as she or they should direct or appoint: And whereas by an Indenture also bearing Date the Eleventh Day of *July* One thousand eight hundred and twenty-nine, and made between the said *James Boulton* of the First Part, the said *Mary Gray*, the said *John Gray*, the said *John Mitchell* and *Mary Ann* his Wife of the Second Part, the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife of the Third Part, the said *John Gray*, and the said *John Gray* and the said *Frederick Braithwaite* as Trustees on behalf of the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, of the Fourth Part, after reciting, among other things, that in pursuance of the Agreement and Determination on the Part of the said several Parties of the Second and Third Parts to the Deed now in recital they had proceeded to make a Division of the Personal Estate and Effects of the said *William Gray*, and that they had agreed that the several Pieces or Parcels of Ground, Messuages or Tenements, and Premises therein-after described should be demised unto the said *John Gray* and *Frederick Braithwaite*, upon the Trusts therein-after mentioned, as the Proportion, Share, and Interest of the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, in right of the said *Caroline*, of and in the Residue of the Personal Estate and Effects of the said Testator *William Gray*, and in full Discharge and Satisfaction thereof, it was therefore witnessed, that for and in consideration of the Covenants and Provisoes therein-after contained or referred to on the Part of the Tenant, Lessee, or Assignee of the Premises thereby demised to be performed and observed, and for a nominal Consideration, he the said *James Boulton*, with the full Licence, Consent, and Approbation of the said *Mary Gray*, *John Gray*, *John Mitchell* and *Mary Ann* his Wife, and by the Direction and Appointment of the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, testified by their respectively executing the said Premises now in recital, did grant and demise unto the said *John Gray* and *Frederick Braithwaite*, their Executors, Administrators, and Assigns, certain Leasehold Pieces or Parcels of Ground, Messuages, Tenements, and Premises respectively situate in the Parish of *Saint Pancras* in the County of *Middlesex*, and in the Parish of *Saint George the Martyr* in the County of *Surrey*, therein particularly mentioned, and which had become vested in the said *William Gray* as therein mentioned, to hold the same unto the said *John Gray* and *Frederick Braithwaite*, their Executors, Administrators, and Assigns, thenceforth for and during all the Remainder of the several Terms of Years therein-before mentioned then to come and unexpired of and in the said Premises respectively, save and except the last Five Days of each of the said Terms, yielding and paying yearly and every Year

Another Demise, dated 11th July 1829.

[Private.]

during the said several and respective Terms of Years unto the said *James Boulton*, his Executors, Administrators, and Assigns, such and the same several yearly Rents as were reserved and contained in the several therein-before mentioned Leases, and in the same Manner as the same were thereby respectively made payable, free from all Taxes and Deductions whatsoever, and subject to such and the same Covenants, Provisoos, Conditions, and Agreements as were contained in the said several therein-before mentioned Leases of the Premises thereby demised on the Part of the Tenant, Lessee, or Assignee of the said Premises to be observed and performed, but nevertheless upon Trust to pay unto, or to permit and suffer the said *Caroline Goodwin*, for and during the Term of the joint natural Lives of them the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, and notwithstanding her Coverture, to receive and take the Rents, Issues, and Profits of the said Pieces or Parcels of Ground, Messuages or Tenements, and Premises thereby demised, to and for her own Use and Benefit, and not to be subject to the Debts, Control, or Engagements of the said *George Augustus Assiotti Goodwin* or any future Husband with whom she might intermarry; and from and after the Decease of either of them the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, then upon Trust for the absolute Use and Benefit of the Survivor of them the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife, his or her Executors, Administrators, and Assigns, and to be assigned or disposed of as he, she, or they might direct or appoint: And whereas by another Indenture, bearing Date the Eleventh Day of *July* One thousand eight hundred and twenty-nine, and made between the said *Mary Gray* of the First Part, the said *John Gray* of the Second Part, the said *John Mitchell* and *Mary Ann* his Wife of the Third Part, and the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife of the Fourth Part, after reciting, among other things, the said Indentures of the Ninth and Tenth Days of *July* then instant, and that the Residue of the Personal Estate and Effects of the said Testator had since been valued, and divided into Four equal Parts or Shares, and that, with the Approbation of the said Parties thereto, One of such Parts or Shares had been demised by the said *James Boulton* unto the said *Mary Gray*, One other of such Parts or Shares had also been demised by the said *James Boulton* unto the said *John Gray*, One other of such Parts or Shares had also been demised by the said *James Boulton* unto the said *John Gray* and *Charles Richard Weller* in Trust for the said *John Mitchell* and *Mary Ann* his Wife, and the remaining One Fourth Part or Share had also been demised by the said *James Boulton* unto the said *John Gray* and *Frederick Braithwaite* in Trust for the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife; and reciting, that the Sum of Three thousand six hundred and seventy-five Pounds New Four *per Centum* Bank Annuities, lately standing in the Name of the said Testator *William Gray* in the Books of the Governor and Company of the Bank of *England*, had been sold out and disposed of, and the Produce thereof divided between the said *Mary Gray*, *John Gray*, *John Mitchell* in right of the said *Mary Ann* his Wife, and *George Augustus Assiotti Goodwin* in right of the said *Caroline* his Wife, and at various Times since the Decease of the said Testator *William Gray* divers Sums of Money which had been received by

Release,  
dated 11th  
July 1829,  
between the  
Parties inter-  
ested under  
the Will of  
*William*  
*Gray*.

the said Parties thereto, in conjunction with the said *James Boulton*, in discharge of Debts due on Mortgage or otherwise, had been also from Time to Time divided between the said Parties thereto in manner aforesaid; and reciting, that the said Parties thereto had agreed to grant and execute unto each other mutual Releases of and from all Acts and Deeds, Claims and Demands whatsoever relating to the several Matters aforesaid; it was witnessed, that in consideration of the Premises the said respective Parties thereto did thereby release the others and each other of them, and their respective Heirs, Executors, and Administrators, of, from, and against all and all manner of Actions, Suits, Process, Proceedings, Claims, and Demands whatsoever for or in respect of the Rents and Profits of the said Hereditaments and Premises, or of any other Sum or Sums of Money, Accounts, Reckonings, Claims, and Demands theretofore received and taken, or which the said respective Parties could have, claim, challenge, or demand against the others or any other of them, under and by virtue of the said recited Will of the said Testator *William Gray*, or in respect of the Personal Estate and Effects of the said *William Gray*, or their respective Interest in the same or any Part thereof, or for or in respect of the before-mentioned Division amongst the several Parties thereto of the Residue of the said Estate and Effects, or for or in respect of all or any or either of the several Deeds made and executed for carrying the same into effect, or for or in respect of any other Act, Deed, Matter, or Thing whatsoever theretofore made, done, or executed, or which should or might thereafter be made, done, or executed in relation to or in any way concerning the Premises prior to the Day of the Date of the said Indenture now in recital: And whereas the said *James Boulton* died in or about the Month of *September* One thousand eight hundred and thirty-one, intestate, and no Administration has been taken out to his Estate: And whereas the said *Charles Richard Weller* died in or about the Month of *September* One thousand eight hundred and thirty, leaving the said *John Gray*, his Co-trustee, him surviving: And whereas the Division herein-before mentioned was made on the Principle of Equality between the said Four residuary Legatees, and on a Valuation (as far as was necessary) of the Premises comprised in such Division: And whereas the Division herein-before recited, and the Trusts declared for the several Benefit of the respective Persons interested under the said Will of the said *William Gray*, were so made and declared to prevent the great Inconvenience attending the joint holding and enjoyment of the residuary Property bequeathed by his said Will, and to determine all Right of Survivorship under the said Will, so that each Person who was an Object of the said Will (as regards the said Testator's residuary Estate) might have an equal Share of such Estate free from all Contingency whatsoever: And whereas it is apprehended that by reason of the respective Disabilities of the said *Mary Ann Mitchell* and *Caroline Goodwin*, as being Married Women, the Contingency or Right of Survivorship under the said Will as regards them respectively and their respective expectant Interests could not be determined or bound, and under such Apprehension, and as a Protection and Indemnity to the Representatives of the said *James Boulton*, as the respective Leasehold Premises which were allotted to each Party on the said Division were not assigned to  
or

Recited Indentures, and Divisions, &c. made under them, confirmed.

Residuary Estate of William Gray discharged from Right of Survivorship, &c.

or in Trust for them respectively, but the same were granted by way of Under-lease as aforesaid: And whereas it is expedient that the Objects of the said Parties interested should be carried into effect so and in such Manner that all Divisions which have been made of the residuary Personal Estate of the said *William Gray* should be confirmed, and that the whole Interest of the said Testator in the respective Leasehold Premises which were demised by the said *James Boulton* as aforesaid should be assigned to and in Trust for the Parties to whom the same were respectively allotted, and that such (if any) of the residuary Property of the said Testator as remains undivided should be freed from all Contingency whatsoever, and be vested in the Parties interested under the said Will in equal Shares as Tenants in Common: And whereas by reason of the Trusts of the said Will, and of the Disabilities of the said *Mary Ann Mitchell* and *Caroline Goodwin*, the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Mary Gray*, *John Gray*, *John Mitchell* and *Mary Ann* his Wife, and *George Augustus Assiotti Goodwin* and *Caroline* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal; and Commons, in this present Parliament assembled, and by the Authority of the same, That the several herein-before recited Indentures, bearing Date respectively the Ninth, Tenth, and Eleventh Days of *July* One thousand eight hundred and twenty-nine, and the Partition and Division which have been made of such Parts of the residuary Personal Estate of the said *William Gray* as have been divided, as mentioned and referred to in the same Indentures or any of them, or since the Date of the same Indentures, and all Payments, Transfers, Acts, Deeds, Matters, and Things which have been made, done, and executed for effecting such Partition and Division, shall be and the same are hereby absolutely confirmed; and that all such residuary Personal Estate as has been comprised in any such Partition or Division, and as has not been divided, shall be for ever freed and discharged from all Right, Benefit, and Chance of Survivorship, and from all Contingency whatsoever under the said herein-before recited Will of the said *William Gray*; and that all such residuary Personal Estate as remains undivided, subject and without Prejudice to such Interest for her Widowhood as the said *Mary Gray* may have in any Part thereof under the said Will, shall be and the same are hereby vested in the said *Mary Gray*, *John Gray*, *Mary Ann Mitchell*, and *Caroline Goodwin* respectively, and their respective Executors, Administrators, and Assigns, in equal Shares as Tenants in Common; and that all and singular the Pieces or Parcels of Ground, Messuages or Tenements, and other the Leasehold Premises which were allotted to the said *Mary Gray* on the Partition of the residuary Leasehold Estates late of the said *William Gray*, and were demised by the said *James Boulton* by the first herein-before recited Indenture of the Eleventh Day of *July* One thousand eight hundred and twenty-nine, shall be and the same are hereby vested in the said *Mary Gray*, her Executors, Administrators, and Assigns, for the respective Residues now unexpired of the Terms of Years and for all other the Interest which the said *William Gray* had therein at his Death, subject to the Rents,

Rents, Covenants, and Agreements payable and to be performed in respect of the same Premises by the Lessees or Assignees thereof, and freed and discharged as aforesaid; and that all and singular the Pieces or Parcels of Ground, Messuages or Tenements, and other the Leasehold Premises which were allotted to the said *John Gray* on the Partition of the residuary Leasehold Estates late of the said *William Gray*, and were demised by the said *James Boulton* by the secondly herein-before recited Indenture of the Eleventh Day of *July* One thousand eight hundred and twenty-nine, shall be and the same are hereby vested in the said *John Gray*, his Executors, Administrators, and Assigns, for the respective Residues now unexpired of the Terms of Years and for all other the Interest which the said *William Gray* had therein at his Death, subject to the Rents, Covenants, and Agreements payable and to be performed in respect of the same Premises by the Lessees or Assignees thereof, and freed and discharged as aforesaid; and that all and singular the Pieces or Parcels of Ground, Messuages or Tenements, and other the Leasehold Premises which were allotted to the said *John Mitchell* and *Mary Ann* his Wife on the Partition of the residuary Leasehold Estate of the said *William Gray*, and were demised by the said *James Boulton* by the thirdly herein-before recited Indenture of the Eleventh Day of *July* One thousand eight hundred and twenty-nine, shall be and the same are hereby vested in the said *John Gray*, his Executors, Administrators, and Assigns, for the respective Residues now unexpired of the Terms of Years and for all other the Interest which the said *William Gray* had therein at his Death, subject to the Rents, Covenants, and Agreements payable and to be performed in respect of the same Premises by the Lessees or Assignees thereof, and freed and discharged as aforesaid, upon the Trusts on which it was by the said last-mentioned Indenture of the Eleventh Day of *July* One thousand eight hundred and twenty-nine declared that the Premises thereby demised should be held; and that all and singular the Pieces or Parcels of Ground, Messuages or Tenements, and other the Leasehold Premises which were allotted to the said *George Augustus Assiotti Goodwin* and *Caroline* his Wife on the Partition of the residuary Leasehold Estates late of the said *William Gray*, and were demised by the said *James Boulton* by the fourthly herein-before recited Indenture of the Eleventh Day of *July* One thousand eight hundred and twenty-nine, shall be and the same are hereby vested in the said *John Gray* and *Frederick Braithwaite*, their Executors, Administrators, and Assigns, for the respective Residues now unexpired of the Terms of Years and for all other the Interest which the said *William Gray* had therein at his Death, subject to the Rents, Covenants, and Agreements payable and to be performed in respect of the same Premises by the Lessees or Assignees thereof, and freed and discharged as aforesaid, upon the Trusts on which it was by the said last-mentioned Indenture of the Eleventh Day of *July* One thousand eight hundred and twenty-nine declared that the Premises thereby demised should be held.

II. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors

General  
Saving.

[Private.]

90

Executors, and Administrators respectively, (other than and except the said *Mary Gray*, *John Gray*, *John Mitchell* and *Mary Ann* his Wife, *George Augustus Assiotti Goodwin* and *Caroline* his Wife, the Representatives of the said *James Boultand Frederick Braithwaite* respectively, and their respective Executors, Administrators, and Assigns, and all other Persons claiming or who if this Act had not passed might have had or claimed any Estate, Right, Title, or Interest under them respectively or any of them, or under the said *William Gray*,) all such Estate, Right, Title, Interest, Claim, and Demand in, to, and out of the residuary Personal Estate of the said *William Gray* and the Fund resulting therefrom as they, every or any of them had before the passing of this Act, or might have had, held, or enjoyed in case this Act had not been passed.

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

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

---

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1838.