



ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 11.

An Act for enabling the Trustees of the Settlement made under Orders of the High Court of Chancery, after the Marriage of *Chaloner Ogle* Esquire and *Eliza Sophia Frances Ogle* his Wife, to grant Building, Improving, and other Leases of certain Estates and Hereditaments situate at *Patcham* in the County of *Sussex*, comprised in the said Settlement. [28th July 1849.]

WHEREAS *William Thomas Roe*, late of *Withdean* in the County of *Sussex*, Esquire, deceased, being or claiming to be seised of or otherwise well entitled to the Manors, Messuages, Lands, and Hereditaments herein-after mentioned, with their Appurtenances, for an Estate of Freehold and Inheritance in Fee Simple, but subject to the Mortgages, Charges, and Incumbrances herein-after referred to, did, in such Manner as was then required by Law for the Validity of Devises of Real Estate, duly sign and publish his last Will and Testament in Writing, bearing Date on or about the Twenty-first Day of *May* in the Year One thousand eight hundred and thirty, and which said Will is in the Words and

Will of *William Thomas Roe*, dated 21st May 1830.

[Private,]

Figures or to the Effect following; that is to say, " Such Estates in
 " Land or Tithes as I may die possessed of I give to my Son *Wil-*
 " *liam Dering Adair* for his Life, subject to such Charges as may
 " attach upon them (except such Part as I shall devise to him in
 " Fee), without Impeachment of Waste, and with the Power of
 " cutting Timber fit to be cut, and after his Decease I give the same
 " to his eldest Son, or if he shall have no Son to his Daughter or
 " Daughters equally, if more than One, as Tenants in Common, such
 " eldest Son or Daughter or Daughters respectively to take an Estate
 " in Fee; but in the event of my said Estates so coming to the
 " Daughter or Daughters of my said Son, I hereby charge the same
 " with the Sum of Four thousand Pounds, which Sum I give to my
 " Daughter *Eliza Sophia Frances*, in addition to any other Bequests
 " which I may give her, with Power to bequeath the same to any
 " Child or Children of hers in the event of her dying before such
 " Gift shall take effect; in the event of my said Son leaving no
 " Issue I give my said Estates to my dear Wife for Life, and after
 " her Decease to my Daughter *Eliza Sophia Frances* for her Life,
 " and after her Decease to her eldest Son, or to her Daughter or
 " Daughters equally if more than One, as Tenants in Common, if
 " she shall have no Son, such eldest Son or Daughter or Daughters
 " respectively to take an Estate in Fee; in the event of my said
 " Son dying in the Lifetime of his Mother, and leaving no Son, but
 " only a Daughter or Daughters, I give my said Estates to my Wife
 " for Life, and then to such Daughter or Daughters of my said Son;
 " I direct that my Son shall be empowered to charge my said Estates
 " with the Sum of Four thousand Pounds upon his Marriage, not-
 " withstanding that the same are hereby entailed; if I should leave
 " no Issue, nor any Descendants from such Issue, I in that Case
 " give my said Estates to my Wife for Life, and upon her Decease
 " to my Brother *Frederick Adair*, and to his Issue, in like Manner
 " and with the same Provisions and Limitations as I have made
 " towards my own Descendants, but without the Power of charging
 " the same with Four thousand Pounds or any other Sum; and in
 " that Case, in the event of my Brother dying without Issue or
 " Descendants from his Issue, I give my said Estates to my Sister
 " *Louisa Georgiana*, and after her Decease to my Friend and Rela-
 " tion Sir *William Lewis George Thomas* Baronet, and his Heirs
 " for ever; in making the above Restrictions with respect to my
 " Property I do it in full Kindness and Affection towards my Son,
 " being well satisfied that any Arrangement which might induce
 " him to suppose that Exertion in a Profession would not be neces-
 " sary for him would sadly mislead him, and eventually place him in
 " great Difficulties; I therefore trust that I am doing the best for
 " him, whilst I am endeavouring to transmit to my Descendants that
 " Property which I have held together with much Effort, trusting
 " that my Son will also have the same Desire; but inasmuch as my
 " Estate is subject to several Charges, I give to my Son in Fee and
 " without any Restriction the Farm situate on the Western Side of
 " the Road leading from *Brighton to Henfield*, known by the Name of
 " *Tongdeans Farm*, containing about One hundred and fifty Acres
 " together with the Plantation or Woodland thereupon, excepting
 " only out of the said Devise Eleven Acres or thereabouts known by
 " the

“ the Name of *Knight's Rails*, which are held by a different Title
 “ and are Tithe-free, and which I mean to belong to my Estates first
 “ above devised, and excepting also any Part of the *Tongdeans*
 “ *Farm* in like Manner which may be on the Eastern Side of such
 “ Road, if any such Land should be let with that Farm:” And
 whereas the said *William Thomas Roe* the said Testator did in manner
 aforesaid duly sign and publish a Codicil to his said Will, which
 Codicil bears Date the Twenty-fifth Day of *October* One thousand
 eight hundred and thirty-one, and is in the Words and Figures or
 to the Effect following; (that is to say,) “ I, *William Thomas Roe*,
 “ do make this as a Codicil to my last Will and Testament, and mean
 “ that it shall be taken as Part of the same; my Will and Intention
 “ is, that my Wife should have and enjoy the whole of my Estate at
 “ *Withdean* during her Life, for her Use and Benefit, subject only to
 “ such Charges as attach thereupon, and to the Annuity of Thirty
 “ Pounds *per Annum* to *Anthony Palmer* and Twenty Pounds *per*
 “ *Annum* to *James Hart*; after my Wife's Decease I mean that my
 “ Will, to which this is put as a Codicil, should take effect, except so
 “ far as the same may be altered hereby; my Will further is, that in
 “ case my Estate should devolve upon *Sir George Thomas* Baronet
 “ he shall take the Name of *Roe* after that of *Thomas*, and that he
 “ shall take an Estate for Life only, and that upon his Decease my
 “ said Estate shall go to his eldest Son him surviving, and to his
 “ Heirs for ever, on the like Condition of his taking the Name of
 “ *Roe* in addition to and after that of *Thomas*; in order to prevent
 “ any Doubts with respect to my Will alluded to, I do not mean that
 “ my Estate should go to *Sir George Thomas* or his Son until after
 “ and except in the Case of the Failure and Decease of my Wife and
 “ my Son, Daughter, Brother, and Sister respectively, without Issue,
 “ as I have desired in my Will:” And whereas the said *William*
Thomas Roe the said Testator duly signed and published a Second
 Codicil to his said Will, which Codicil bears Date the Fourteenth
 Day of *May* One thousand eight hundred and thirty-two, but the
 same does not relate to or affect the Hereditaments and Real Estate
 devised as aforesaid by the said Testator's said recited Will, and by
 the said Second Codicil he appointed *William Courtenay* Esquire,
 afterwards and herein-after referred to as *William Earl of Devon*, and
 him the said Testator's Brother *Frederick Adair Roe*, afterwards *Sir*
Frederick Adair Roe Baronet, and *Mary Elizabeth* his the said
 Testator's Wife, Executors and Executrix of his said Will, and he
 also appointed his said Wife the Guardian of his Children: And
 whereas the said *William Thomas Roe* did in manner aforesaid duly
 sign and publish a Third Codicil to his said Will, which Codicil
 bears Date the Twenty-third Day of *January* One thousand eight
 hundred and thirty-four, and he thereby (amongst other things)
 declared that if there should be an Opportunity of enfranchising any
 of the Copyholds at *Iford* holden under the said Manor of *Withdean*,
 whoever should be then in possession of his said Estate under his said
 Will should be empowered to enfranchise the same, provided the
 Purchase Money should be applied towards the Liquidation of the
 Debts and Charges upon the Estate: And whereas the said *Wil-*
liam Thomas Roe the Testator departed this Life on or about the
 Twenty-fifth Day of *April* in the Year One thousand eight hundred
 and

Codicil, dated
25th Oct.
1831.

Second
Codicil, dated
14th May
1832.

Third Codicil,
dated 23d
Jan. 1834.

Will and
Codicils
proved 1st
July 1834.

and thirty-four, without having altered or revoked his said hereinbefore recited Will (other than and except as the same was altered or revoked by the said recited Codicils, and also without having altered or revoked the said Codicils), and on the First Day of *July* in the same Year the said Will and Codicils were duly proved by the said *Mary Elizabeth Roe* alone in the Prerogative Court of the Archbishop of *Canterbury*, Power being reserved to the said *William Earl of Devon* and *Sir Frederick Adair Roe* to prove the same: And whereas the only Children and Issue of the said *William Thomas Roe* living at the Time of his Decease were the said *William Dering Adair Roe*, his only Son and Heir at Law, and the said *Eliza Sophia Frances Roe*, now the Wife of *Chaloner Ogle* of *Withdean* in the County of *Sussex*, Esquire, his only Daughter, *George Cholmeley Roe*, his only other Child, having died in his Lifetime a few Days after his Birth: And whereas the said *William Dering Adair Roe* attained the Age of Twenty-one Years on or about the Thirty-first Day of *January* in the Year One thousand eight hundred and thirty-seven, and on or about the Nineteenth Day of *October* in the Year One thousand eight hundred and thirty-eight he departed this Life a Bachelor and intestate, leaving the said *Eliza Sophia Frances Ogle* his only Sister and Heir at Law: And whereas at the Time of the Decease of the said *William Thomas Roe* the Hereditaments and Real Estate devised as aforesaid by his said Will, or Parts thereof, were subject to the several Mortgages or Charges and Incumbrances herein-after mentioned; (that is to say,) to Indentures of Lease and Release bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *May* One thousand seven hundred and ninety-four, and made between *William Roe*, the Father of the said *William Thomas Roe*, of the one Part, and *William Finch Palmer* Esquire and *Sir William Watson* Knight of the other Part; and to Indentures of Lease and Release bearing Date respectively the Thirteenth and Fourteenth Days of *February* One thousand eight hundred and twenty-three, and made between the said *William Roe* of the one Part, and the said *William Finch Palmer* and *Sir William Watson* of the other Part, whereby Parts of the Hereditaments were conveyed by the said *William Roe* to the said *William Finch Palmer* and *Sir William Watson*, their Heirs and Assigns, by way of Mortgage, for securing the Sum of Thirteen thousand Pounds, and Interest for the same; to an Indenture bearing Date on or about the First Day of *July* One thousand eight hundred and nineteen, and made between *John Morris*, therein described, of the First Part, the said *William Roe* of the Second Part, *Inigo Thomas*, therein described, of the Third Part, and the said *William Earl of Devon* and the Reverend *Cholmeley Edward John Dering* Clerk of the Fourth Part, whereby the Hereditaments comprised in the last-mentioned Indentures were assigned unto the said *William Earl of Devon* and *Cholmeley Edward John Dering* for the Residue of a Term of One thousand Years created by an Indenture therein recited, and bearing Date the First Day of *January* One thousand eight hundred and three, and made between the said *William Roe* and *Susannah Margaret* his Wife of the First Part, the said *John Morris* of the Second Part, and the said *Inigo Thomas* of the Third Part, for securing to the said *William Earl of Devon* and *Cholmeley Edward John Dering*, their Executors, Administrators,

nistrators, and Assigns, the Sum of Three thousand Pounds, and Interest for the same, as in the said Indenture of Assignment mentioned; to Indentures of Lease and Release bearing Date respectively on or about the Nineteenth and Twentieth Days of *November* One thousand eight hundred and nine, and made between the said *William Roe* of the one Part, and the Reverend *Durand Rhudde* Clerk of the other Part, whereby Parts of the said Hereditaments were conveyed to the said *Durand Rhudde*, his Heirs and Assigns, by way of Mortgage, for securing the Sum of Two thousand Pounds, and Interest for the same, as in the same Indenture of Release mentioned; to an Indenture of Release bearing Date the Fifth Day of *April* in the Year One thousand eight hundred and fifteen, and made between the said *William Roe* of the First Part, the said *William Thomas Roe* of the Second Part, the said *William Earl of Devon* and *Cholmeley Edward John Dering* of the Third Part, and the said *Inigo Thomas* and *Charles Samuel Gambier* of the Fourth Part, whereby the said Hereditaments, or Parts thereof, were limited to the said *Inigo Thomas* and *Charles Samuel Gambier*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon Trusts for raising, first, Money sufficient to pay off and discharge certain Bond Debts therein mentioned, secondly, for raising the Sum of Two thousand Pounds for the said *Louisa Georgiana Roe* and *Sir Frederick Adair Roe*, in such Proportions as the said *William Roe* should by Deed or Will appoint, and of which said Sum of Two thousand Pounds he by his Will bearing Date the Fifteenth Day of *June* One thousand eight hundred and fifteen, and proved in the Prerogative Court of the Archbishop of *Canterbury* on the Thirty-first Day of *March* One thousand eight hundred and twenty-six, appointed the Sum of Five hundred Pounds, Part thereof, to his Daughter the said *Louisa Georgiana*, and the Sum of One thousand five hundred Pounds, Residue thereof, to his Son the said *Sir Frederick Adair Roe*, thirdly, for raising any annual Sum not exceeding the Sum of One hundred Pounds for the said *Louisa Georgiana Roe* during her Life, or so long as she should continue unmarried, as the said *William Roe* should by Deed or Will appoint, and which Annuity of One hundred Pounds the said *William Roe* by his said Will appointed should be paid to her during her Life (and which said Annuity has since determined by her Death), and, fourthly, for raising the Sum of Five thousand Pounds for the Portions of all or any of the Children of the said *William Thomas Roe* by the said *Mary Elizabeth Roe* or any future Wife, and under which said Indenture of Release the said Hereditaments, and the Fee Simple and Inheritance thereof, became vested in the said *William Thomas Roe*, he having survived his Father the said *William Roe*, and which last-mentioned Term of One thousand Years was by an Indenture bearing Date the Tenth Day of *October* One thousand eight hundred and twenty-four, and made between the said *Inigo Thomas* and *Charles Samuel Gambier* of the First Part, the said *William Roe* and *William Thomas Roe* of the Second Part, the said *William Earl of Devon* and *Cholmeley Edward John Dering* of the Third Part, and *James Gordon Murdock* Esquire of the Fourth Part, assigned by the said *Inigo Thomas* and *Charles Samuel Gambier* unto the said *James Gordon Murdock*, his Executors, Administrators, or Assigns, in trust

[Private.]

for the said *William Earl of Devon and Cholmeley Edward John Dering*, their Executors, Administrators, and Assigns, for securing to them the Sum of Six thousand two hundred and fifty Pounds, the Amount of Five of the Bond Debts directed to be raised and paid as aforesaid, and Interest for the same: And whereas the said Sum of Thirteen thousand Pounds secured as aforesaid by the said Indentures of Lease and Release of the Twenty-eighth and Twenty-ninth Days of *May* One thousand seven hundred and ninety-four was held by the said *William Finch Palmer* and Sir *William Watson* as the Trustees of the Settlement made previously to the Marriage of the said *William Roe* and *Susannah Margaret Thomas* Spinster, bearing Date the Second Day of *December* One thousand seven hundred and seventy-five, and under or by virtue of which said Indenture, or of Appointments made by the said *William Roe* in pursuance of the same, the said *William Thomas Roe*, *Louisa Georgiana Roe*, and Sir *Frederick Adair Roe* (as the only Children of the said Marriage) became entitled to the same in equal Shares: And whereas the Sum of Four thousand and forty-one Pounds was afterwards paid to the said *Louisa Georgiana Roe*, in part of her said Share of the said Sum of Thirteen thousand Pounds, and the Sum of Two hundred and ninety-two Pounds Six Shillings and Eight-pence, the Residue of the said Share, and the said Sum of Five hundred Pounds, Part of the said Sum of Two thousand Pounds directed to be raised under the Trusts of the said Term of One thousand Years created and limited as aforesaid by the said Indenture of Release of the Fifth Day of *April* One thousand eight hundred and fifteen, and so appointed to her as aforesaid, were at the Time of the Date and Execution of the Indenture of Release of the Fifteenth Day of *December* One thousand eight hundred and forty-six, herein-after recited, due to the said Sir *Frederick Adair Roe*, as the Executor of her Will, which bears Date the Nineteenth Day of *April* in the Year One thousand eight hundred and thirty-eight, and with a Codicil thereto was proved by him in the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-seventh Day of *March* in the Year One thousand eight hundred and forty-three: And whereas the whole of the Shares of the said Sir *Frederick Adair Roe* of the said Sum of Thirteen thousand Pounds, and of the said Sum of One thousand five hundred Pounds (Residue of the said Sum of Two thousand Pounds, and so appointed to him as aforesaid), except the Sum of One thousand Pounds, were afterwards paid to the said Sir *Frederick Adair Roe*, and at the Time of the Date and Execution of the said Indenture of Release of the Fifteenth Day of *December* One thousand eight hundred and forty-six, herein-after recited, the said Sum of One thousand Pounds only remained due to the said Sir *Frederick Adair Roe*: And whereas by a Deed Poll or Instrument in Writing under the Hands and Seals of the said *Louisa Georgiana Roe* and Sir *Frederick Adair Roe*, and bearing Date the Twenty-fourth Day of *June* in the Year One thousand eight hundred and forty, they respectively released and discharged the said Hereditaments from the said respective Sums so respectively paid to them as aforesaid, and all Interest, Claims, and Demands on account of the same: And whereas the said *Anthony Pamer*, One of the Annuitants named in the said First Codicil to the said Will of the said *William Thomas Roe* deceased, departed this
Life

Life in the Year One thousand eight hundred and thirty-six: And whereas, after making the several Payments herein-before mentioned, the said Sum of Two hundred and ninety-two Pounds Six Shillings and Eight-pence, the said Residue of the said Share of the said *Louisa Georgiana Roe* of the said Sum of Thirteen thousand Pounds, and the said Sum of Five hundred Pounds, Part of the said Sum of Two thousand Pounds appointed to her as aforesaid, and the said Sum of One thousand Pounds so remaining due to the said *Sir Frederick Adair Roe* as aforesaid, and the said Sum of Three thousand Pounds secured as aforesaid by the said herein-before in part recited Indenture of the First Day of *July* One thousand eight hundred and nineteen, and the said Sum of Two thousand Pounds secured as aforesaid by the said herein-before recited Indenture of Release of the Twentieth Day of *November* One thousand eight hundred and nine, and the said Sum of Six thousand two hundred and fifty Pounds secured as aforesaid by the said herein-before recited Indenture of the Tenth Day of *October* One thousand eight hundred and twenty-four, and the said Annuity of Twenty Pounds to the said *James Hart*, were the only Charges and Incumbrances which at the Date and Execution of the said Indenture of Release and Settlement of the Fifteenth Day of *December* One thousand eight hundred and forty-six affected the said Hereditaments or any Part thereof, and the same were then due to the several Persons mentioned in the Schedule to the same Indenture of Release, and the same are now due to the several Persons mentioned in the Second Schedule to this Act annexed: And whereas on or about the Twenty-sixth Day of *April* in the Year One thousand eight hundred and forty-two the said *Eliza Sophia Frances Roe*, being then an Infant, intermarried with the said *Chaloner Ogle*, the eldest Son of *Sir Charles Ogle* of *Mount Clare, Roehampton*, in the County of *Surrey*, Baronet, an Admiral in Her Majesty's Navy: And whereas by an Order of Her Majesty's High Court of Chancery made in a Cause then depending in the said Court, in which (by original Bill) the said *Eliza Sophia Frances Ogle*, then *Eliza Sophia Frances Roe* Spinster, an Infant, by *Sir Edward Cholmeley Dering* her next Friend, was Plaintiff, and the said *Mary Elizabeth Roe* her Mother, and the said *Cholmeley Edward John Dering* and *William Earl of Devon*, were Defendants, and in a Cause in which by supplemental Bill the said *Eliza Sophia Frances Ogle*, by the said *Sir Edward Cholmeley Dering* her next Friend, was Plaintiff, and the said *Mary Elizabeth Roe*, *Cholmeley Edward John Dering*, *William Earl of Devon*, and *Chaloner Ogle* were Defendants, and which Order bore Date on or about the Tenth Day of *May* in the Year One thousand eight hundred and forty-two, it was ordered, that it should be referred to the Master of the said Court in rotation to inquire and state to the Court whether a valid Marriage had taken place between the said *Eliza Sophia Frances Ogle* and the said *Chaloner Ogle*; and in case the said Master should find that a valid Marriage had taken place between them, then it was ordered, that the said Master should inquire and state to the Court what the Estate and Fortune of the said *Eliza Sophia Frances Ogle* consisted of; and it was further ordered, that the said Master should approve of a proper Settlement to be made of the Estate and Fortune of the said *Eliza Sophia Frances Ogle*, and of any Property which might be proposed

Order of
Court of
Chancery in
Roe v. Roe
and *Ogle v.*
Roe, dated
10th May
1842.

Report of
the Master,
dated 6th
Aug. 1842.

proposed to be settled by the said *Chaloner Ogle*; and it was ordered, that the said Master should be at liberty to receive any Proposals for Arrangements relative to the Estate and Property to which the said *Eliza Sophia Frances Ogle* and the said *Mary Elizabeth Roe* were entitled, and that the said Master should state the same, with his Opinion thereon to the said Court: And whereas *Andrew Henry Lynch* Esquire, the Master of the said Court to whom the said Causes stood referred, by his said Report, made in pursuance of the said recited Order, and bearing Date on or about the Sixth Day of *August* in the Year One thousand eight hundred and forty-two, certified, amongst other things, that he found that a valid Marriage had taken place between the said *Eliza Sophia Frances Ogle* and the said *Chaloner Ogle*; and the said Master also certified, amongst other things, that the Estate and Fortune of the said *Eliza Sophia Frances Ogle* consisted of (amongst other Property) the following Real Estate, that is to say, of the said Farm called *Tongdeans*, situate in the Hamlet of *Withdean* in the Parish of *Patcham* in the County of *Sussex*, mentioned in the First Part of the Schedule to his said Report, and then in the Tenure or Occupation of *Charles Newman*, and the Plantations thereto belonging, in the Occupation of the said *Mary Elizabeth Roe*, except the said Piece of Land, with the Plantation belonging thereto, called *Knight's Rails*, containing Twelve Acres One Rood and Thirty Perches, or thereabouts, to which the said *Eliza Sophia Frances Ogle* was entitled in Fee Simple, as Heir to her Brother the said *William Dering Adair Roe* in remainder expectant on the Decease of her Mother the said *Mary Elizabeth Roe*, the Manors of *Wightdean* otherwise *Whitdeane* otherwise *Wigdean* in the said County of *Sussex*, and of *Withdean Cayliffe* in the same County of *Sussex*, and also the said Farms, Lands, Tenements, and Hereditaments in the said Schedule to the said Report described and mentioned, except what she was so as aforesaid entitled to in Fee, and except the Parts thereof, containing altogether Fourteen Acres and Twenty-four Perches, and which, as therein stated, had been taken by the *London and Brighton* Railway Company, and to which last-mentioned Manors and other Hereditaments the said *Eliza Sophia Frances Ogle*, under and by virtue of the said recited Will and Codicils of the said *William Thomas Roe*, was entitled for her Life in remainder expectant on the Decease of the said *Mary Elizabeth Roe*, with Remainder to her eldest Son in Fee, or if she had no Son to her Daughters, as Tenants in Common in Fee, with the ultimate Reversion to herself in Fee as Heir at Law of her said Brother *William Dering Adair Roe*, but that all the said Manors, Farms, Lands, and Hereditaments, including the said Farm called *Tongdeans*, were subject to the Charges or Incumbrances specified in the Second Part of the said Schedule to the said Report; and the said Master also certified (amongst other things), that a Statement and Proposal in Writing on the Part of the said *Mary Elizabeth Roe* had been laid before him, and that upon Consideration thereof he was of opinion that the Settlement proposed to be made of the Estates and Fortune of the said *Eliza Sophia Frances Ogle* (being, with the Variations herein-after referred to, the Settlement made or covenanted to be made by the Indenture next herein-after recited,) was a fit and proper Arrangement to be made relative to the Estate and Property to which the

said *Eliza Sophia Frances Ogle* and the said *Mary Elizabeth Roe* were entitled; and the said Master also certified, that the said intended Settlement should contain, amongst other Powers and Provisions, the usual Powers enabling the Trustees to preserve contingent Remainders, to lease the said Hereditaments for Twenty-one Years, and to grant Building or Repairing Leases of the said Hereditaments for Ninety-nine Years: And whereas the said Estates and Hereditaments mentioned in the First Part of the said Schedule to the said Master's said recited Report are the same Estates and Hereditaments as are described or mentioned in the First Schedule to this Act annexed: And whereas the Charges and Incumbrances mentioned in the Second Part of the said Schedule to the said Master's said Report are the same Charges and Incumbrances as are mentioned in the Second Schedule to this Act annexed, except that the said Second Part of the said Schedule to the said Report comprised, in addition to the Charges or Incumbrances specified in the said Second Schedule to this Act annexed, the before-mentioned Annuity of One hundred Pounds *per* Year to the said *Louisa Georgiana Roe* (who hath since departed this Life): And whereas by another Order of the said Court, made in the said Causes, and bearing Date on or about the Eighth Day of *August* One thousand eight hundred and forty-two, the said Master's said in part recited Report was, with some slight Variations, confirmed; and it was ordered, that the Proposals and Arrangements in the said Report mentioned, and approved of by the said Master, should be adopted and carried into effect, with such Additions and Variations as aforesaid; and it was referred back to the said Master to settle all proper Articles, Agreements, Deeds, Conveyances, and Assurances, for the Purpose of carrying such Proposals and Arrangements into effect, and for effecting the Settlement approved of by him: And whereas the said *Mary Elizabeth Roe* departed this Life on or about the Tenth Day of *August* in the Year One thousand eight hundred and forty-two: And whereas by another Order of the said Court made in the said Causes, and bearing Date on or about the Second Day of *March* in the Year One thousand eight hundred and forty-three, it was (amongst other things) ordered, that the said Master, in settling the Articles, Agreements, Deeds, Conveyances, and Assurances by the said Order of the Eighth Day of *August* One thousand eight hundred and forty-two directed to be settled, should have regard to the Change of Circumstances occasioned by the Death of her the said *Mary Elizabeth Roe*: And whereas by Indenture bearing Date on or about the Twenty-fourth Day of *May* in the Year One thousand eight hundred and forty-three, and made or expressed to be made between the said *Chaloner Ogle* and *Eliza Sophia Frances Ogle* his Wife (therein described as an Infant of the Age of Eighteen Years or thereabouts) of the First Part, *Elizabeth Jones* Widow of the Second Part, the said *William Earl of Devon* and *Cholmeley Edward John Dering* of the Third Part, the said *James Gordon Murdock* of the Fourth Part, the said *Sir Edward Cholmeley Dering* and *Julius Deedes*, then of *Wittersham* in the said County of *Kent*, Clerk, of the Fifth Part, *Arthur Ogle* of *Eaton Square* in the said County of *Middlesex*, Esquire, a Major in Her Majesty's Ninth Regiment of Foot, and *John Routledge Majendie* of *Pipe Grange* in the County of *Stafford*, Esquire, a Major in Her Majesty's Army, of the Sixth Part, *John*

Order of
Court, dated
8th Aug.
1842.

Order of
Court, dated
2d March
1843.

Indenture of
Settlement,
dated 24th
May 1843.

[Private.]

Hawkins of *New Boswell Court* in the said County of *Middlesex*, Gentleman, of the Seventh Part, and *Richard Bloxam* of *New Boswell Court* aforesaid, Gentleman, of the Eighth Part, (and which Indenture was prepared and executed as a Settlement, or Articles preparatory to a Settlement, of the Estates and Fortune of the said *Eliza Sophia Frances Ogle*, in pursuance of the said recited Orders of the said Court of Chancery, and the same was settled and approved of by the said Master, who, in testimony of his Approbation thereof, signed his Name and Allowance in the Margin of the last Skin of the same,) it was witnessed, that in obedience to the said hereinbefore recited Orders of the said Court the said *Chaloner Ogle* covenanted, promised, and agreed with and to the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, and the said *Eliza Sophia Frances Ogle* thereby consented and agreed, that in case the said *Eliza Sophia Frances Ogle* should live to attain the Age of Twenty-one Years, they the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife, and all other Persons claiming or to claim under or in trust for them or either of them, should and would, as soon as conveniently might be after the said *Eliza Sophia Frances Ogle* should attain the Age of Twenty-one Years, by such good and sufficient Conveyances and Assurances in the Law as the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, his Executors or Administrators, or their or his Counsel, should advise, convey, settle, and assure all the Manors, Messuages, Farms, Lands, and Hereditaments devised by the said Will and Codicils of the said *William Thomas Roe* deceased (except the said Fourteen Acres and Twenty-four Perches, or thereabouts, taken by the said *London and Brighton Railway Company* as aforesaid), with their Appurtenances, and the Fee Simple and Inheritance thereof respectively, so and in such Manner as that the same should thenceforth remain and be absolutely freed and discharged, so far as the Case would permit, from all Remainders or Limitations created by the said Will and Codicils in favour of the Child, Children, or other Issue of the said *Eliza Sophia Frances Ogle*, but nevertheless subject to the several Mortgages, Charges, and Incumbrances hereinbefore referred to, so far as the same or any of them affected the said Hereditaments or any of them, to the Use of the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, for and during the natural Life of the said *Eliza Sophia Frances Ogle*, without Impeachment of Waste, but upon the Trusts therein and herein-after mentioned, and from and immediately after the Decease of the said *Eliza Sophia Frances Ogle*, to the Use of the said *Arthur Ogle* and *John Routledge Majendie*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day of the Decease of the said *Eliza Sophia Frances Ogle*, without Impeachment of Waste, upon the Trusts therein-after declared of the same and in part herein-after recited, and from and after the Determination of the said Term of One thousand Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the First and every other Son of the said *Eliza Sophia Frances Ogle* lawfully to be begotten, severally and successively according to Priority of Birth in Tail Male, with Remainder to the Use of the First and every other Son of the said

Eliza Sophia Frances Ogle lawfully to be begotten, severally and successively according to Priority of Birth in Tail General, with Remainder to the Use of all and every the Daughters and Daughter of the said *Eliza Sophia Frances Ogle* lawfully to be begotten, in equal Shares as Tenants in Common in Tail General, with Remainders in Tail between the same Daughters, with Remainder, if the said *Chaloner Ogle* should die in the Lifetime of the said *Eliza Sophia Frances Ogle* his Wife, to the Use of the said *Eliza Sophia Frances Ogle*, her Heirs and Assigns for ever, but if the said *Eliza Sophia Frances Ogle* should die in the Lifetime of the said *Chaloner Ogle*, then to the Use of the said *Chaloner Ogle* and his Assigns for his natural Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Heirs and Assigns, during the Life of the said *Chaloner Ogle*, upon trust to support the contingent Uses and Estates therein-after limited, with Remainder to such Uses as the said *Eliza Sophia Frances Ogle*, notwithstanding her Coverture, should by Will appoint, and in default of any such Appointment, then to the Use of the Heirs of the said *Eliza Sophia Frances Ogle* for ever; and it was by the said Indenture in recital agreed and declared, that the said Hereditaments and Premises were so limited to the Use of the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, during the Life of the said *Eliza Sophia Frances Ogle*, upon trust to support the contingent Uses and Estates therein covenanted or agreed to be limited, and upon further Trust from Time to Time to pay One Moiety or equal Half Part of the Rents, Issues, and Profits of the said Hereditaments and Premises unto the said *Chaloner Ogle*, for his absolute Benefit, during the joint Lives of him and the said *Eliza Sophia Frances Ogle* his Wife, or until he should mortgage, charge, incumber, or otherwise dispose of the said Moiety of the said Rents, Issues, and Profits, by way of Anticipation, or should by any of the Means therein referred to cease to be beneficially entitled to the Receipt and Enjoyment of the same, and, subject to the said Trust in favour of the said *Chaloner Ogle* during the Continuance thereof, upon trust to pay the said Rents and Profits unto her the said *Eliza Sophia Frances Ogle*, for her sole and separate and unalienable Use, as in the said Indenture in recital mentioned, with a Clause or Proviso that if the said *Eliza Sophia Frances Ogle* should at any Time sell, mortgage, or charge, or commit or do any Act whereby the said Rents, Issues, and Profits should become vested in or payable to any other Person or Persons, then, and in any such Case the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should thenceforth pay, apply, and dispose of the said Rents, Issues, and Profits as they or he should think fit for the personal Maintenance and Support of the said *Eliza Sophia Frances Ogle* alone, or of her and all or any of her Issue; and by the said Indenture in recital it was declared, that it should be lawful for the said *Eliza Sophia Frances Ogle*, if she should survive the said *Chaloner Ogle*, at any Time or Times after his Decease, and while she should be sole, by Deed, to be executed and attested as therein mentioned, to revoke and make void all or any of the Trusts therein-before expressed or declared during her Life of the
said

said Hereditaments and Premises (except the said Trust to support contingent Remainders), and to declare such other Trusts of the same as she might think proper; and it was by the said Indenture in recital further agreed and declared, that the said Hereditaments and Premises were so covenanted to be conveyed to the Use of the said *Arthur Ogle* and *John Routledge Majendie*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, upon trust, if there should be any Child or Children of the said *Eliza Sophia Frances Ogle* by the said *Chaloner Ogle* (other than or besides an eldest or only Son for the Time being entitled as in the said Indenture mentioned), that the said *Arthur Ogle* and *John Routledge Majendie*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, did and should levy and raise in the usual Manner and by the usual Means, for the Portion or Portions of such younger Child or Children, the Sums of Money therein-after mentioned, that is to say, if there should be only One such Child, then the Sum of Three thousand Pounds for his or her Portion, if there should be only Two such Children, then the Sum of Four thousand Pounds for their Portions, if there should be only Three such Children, then the Sum of Seven thousand Pounds for their Portions, and if there should be Four or more such Children, then the Sum of Ten thousand Pounds for their Portions, such respective Sums for Portions as aforesaid to be shared or divided between or among such Children, if more than One, in such Proportions and Manner, and to be vested, payable, and paid at such Times, and to be attended with such Interest or Maintenance Money, and with such Powers of Advancement, as in the said Indenture in recital mentioned; and the said Indenture now in recital also contained a Clause or Proviso enabling the said *Eliza Sophia Frances Ogle*, if she should survive the said *Chaloner Ogle*, and should marry again, by Deed or Will to appoint all or any Part of the Sum or Sums of Money raisable under or by virtue of the Trusts therein-before declared of the said Term of One thousand Years for the Portion or Portions of her Daughters and younger Sons by the said *Chaloner Ogle*, in trust for all or any One or more of her Children or Child by any future Husband or Husbands, in such Shares and Manner as she should think proper, but so that the Portion or Portions of her Child or Children by the said *Chaloner Ogle* should not be reduced below the Sums therein mentioned, and also and in the like Event to subject and charge the said Hereditaments and Premises with such Sum or Sums of Money for a Portion or Portions of her Child or Children by such future Husband or Husbands, other than an eldest or only Son for the Time being entitled as therein mentioned, as, with the Sum or Sums of Money raisable under the Trusts aforesaid for the Portion or Portions of her Child or Children by the said *Chaloner Ogle* or any future Husband, would not exceed the Sum of Thirteen thousand Pounds, with Interest for the same, as in the said Indenture in recital mentioned; and in the said Indenture are also contained other Clauses and Provisions regulating (in the Events therein expressed) the Amount of the Portion or Portions of the younger Child or Children of the said *Eliza Sophia Frances Ogle* by the said *Chaloner Ogle*, and for providing and raising Portions for her Child or Children by any future Husband or Husbands; and the said Indenture in recital also

contains

contains Powers enabling the said *Eliza Sophia Frances Ogle* to appoint and secure any yearly Sums, not exceeding the Sum of Four hundred Pounds, to the said *Chaloner Ogle* her said Husband, for his Life or any less Period, and to appoint such Part or Parts as therein mentioned of the Rents and Profits of the said Hereditaments and Premises to any future Husband surviving her, for his Life or any less Period, and also the usual Power enabling the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, and the Survivor of them, his Executors or Administrators, at such Request and by such Direction as therein mentioned, to demise or lease all or any Part of the said Lands, Hereditaments, and Premises for any Term of Years not exceeding Twenty-one Years, in possession, upon the usual Terms and under the usual Restrictions, and also a Proviso and Declaration that it should be lawful for the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time and at all Times during the Life of the said *Eliza Sophia Frances Ogle*, at the Request and by the Direction in Writing of the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife during their joint Lives, and after the Decease of the said *Chaloner Ogle* then of the said *Eliza Sophia Frances Ogle* in case she should survive him, and also during the Life of the said *Chaloner Ogle*, as and when, under the Limitations aforesaid, he should be Tenant for Life in possession or entitled to the Receipt of the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises therein-before covenanted or agreed to be limited to him for his Life in the event therein-before mentioned, at his Request, and by his Direction in Writing, and also during the Minority or respective Minorities of the Person or Persons who by virtue of or under the Limitations aforesaid should for the Time being be Tenant or Tenants in Tail Male or in Tail in possession, or entitled to the Receipt of the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises, or any Part or Share thereof, at the Discretion and of the proper Authority of the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or the Executors or Administrators of such Survivor, by any Deed or Instrument in Writing, to be executed and attested as therein mentioned, to demise or lease the said Manors, Hereditaments, and Premises, or such of them or such Part thereof as might be comprised in the Limitation to the Person or Persons so in possession or entitled as aforesaid, or any of them, or any Part thereof, to any Person or Persons who should improve, or covenant or agree to improve the same, by erecting or building thereon any new House or Houses, Erections and Buildings, or who should rebuild or repair, or covenant or agree to rebuild or repair, any of the Messuages, Erections, and Buildings whatsoever which then were or thereafter should be on the same Hereditaments and Premises or any Part or Parts thereof, or who should expend, or covenant or agree to expend, such Sum or Sums of Money in the Improvement or Amelioration thereof respectively, as the said Trustees or Trustee for the Time being should think adequate to the Interest to be departed with, for any Term or Terms of Years not exceeding Ninety-nine Years in possession, at such Rent or Rents and upon such Terms and Conditions as should be thought reasonable,

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without taking any Fine or Foregift for the making thereof, beyond such Covenants or Agreements as aforesaid, with Liberty to reserve any Rent or Rents, however small, and even a nominal Rent, during such Time as he or they should think a reasonable Period for the Erection of any Buildings, and to make such Provisions as he or they should think proper for the Apportionment of the Rent on the different Parts of the Premises; so that the other Parts might be discharged therefrom, and so that there be contained in every such Demise or Lease a Clause in the Nature of a Condition of Re-entry for Nonpayment of the Rent or Rents thereby to be reserved, and so that the Lessee or Lessees should execute a Counterpart or Counterparts thereof, and be not thereby exempted from Punishment for committing Waste, further than should be necessary for erecting, making, or effecting the Buildings or Improvements thereby covenanted or agreed to be erected, made, or effected, and the said Indenture also contained the usual Powers for enfranchising, and for the Sale or Exchange of the said Hereditaments and Premises or any Part or Parts thereof, and for investing the Monies to arise from any Sale thereof, or to be received for Equality of Exchange, in the Purchase of other Estates, to be settled to the like Uses, and other Powers and Provisions usually inserted in Settlements of the like Nature; and by the said Indenture in recital the said Sum of Three thousand Pounds secured as aforesaid by the said recited Indenture of the First Day of *January* One thousand eight hundred and three, and by the said in part recited Indenture of the First Day of *July* One thousand eight hundred and nineteen assigned or secured to the said *William* Earl of *Devon* and *Cholmeley Edward John Dering*, as aforesaid, and the Interest thereof, and the said Sum of Six thousand two hundred and fifty Pounds by the said in part recited Indenture of the Tenth Day of *October* One thousand eight hundred and twenty-four secured to the said *William* Earl of *Devon* and *Cholmeley Edward John Dering*, as aforesaid, and the Interest thereof, were assigned unto the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, upon the Trusts therein and herein-after mentioned; and by the said Indenture in recital the Hereditaments comprised in the said Term of One thousand Years created and granted as aforesaid by the said Indenture of the First Day of *January* One thousand eight hundred and three were assigned unto the said *John Hawkins*, his Executors, Administrators, and Assigns, for the then Residue of the same Term therein, in trust for the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, but subject to such Rights and Equity of Redemption as aforesaid; and by the said Indenture in recital the said Hereditaments comprised in the said Term of One thousand Years created and limited as aforesaid by the said Indenture of Release of the Fifth Day of *April* One thousand eight hundred and fifteen were assigned unto the said *Richard Bloxam*, his Executors, Administrators, and Assigns, for the then Residue of the same Term therein, but upon trust for the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, and subject to such Rights and Equity of Redemption as aforesaid; and it was by the said Indenture in recital agreed and declared, that the said Sir *Edward Cholmeley Dering* and *Julius Deedes*,

Deedes, their Executors, Administrators, and Assigns, should stand and be possessed of (amongst other Monies, Stocks, and Funds therein mentioned,) the said Sums of Three thousand Pounds and Six thousand two hundred and fifty Pounds so assigned to them as aforesaid, upon trust, with such Consent or at such Discretion as therein expressed, to call in and receive the same, and, with the like Consent or at the like Discretion, to lay out and invest the same in the Purchase of Freehold, or Freehold and Copyhold, or of Leasehold Estates and Hereditaments, and to settle and assure the Estates and Hereditaments so to be purchased to the Uses and in the Manner to and in which the said Hereditaments called *Tongdeans* were therein-before covenanted and agreed to be settled, and in the meantime to pay and apply the Interest and Income thereof to the Person or Persons and upon and for the Trusts and Purposes to whom and upon and for which the Rents and Profits of the Hereditaments to be purchased as aforesaid would be payable or applicable if such Purchase or Purchases and Settlement as aforesaid were then actually made; and by the said Indenture now in recital it was agreed and declared, that it should be lawful for the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, with the Consent in Writing of the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife, by Sale of the said Trust Monies, Stocks, and Funds therein mentioned, to raise sufficient Money and to pay or satisfy all or any of the Principal Sums of Money then charged or secured upon the said Hereditaments and Premises therein-before covenanted to be settled, on having such Principal Sum or Sums, and the Interest thereof, assigned to the said Trustees or Trustee for the Time being, and also on having the Securities for the same assigned to them or him, or to some Person or Persons in trust for them or him, and the said Principal Sum or Sums, and Interest, and the Securities for the same, should, when so assigned, be held upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, in and by the said Indenture now in recital declared and contained of and concerning the said Trust Monies, Stocks, Funds, and Securities thereby settled; and by the said Indenture in recital the said *Chaloner Ogle* covenanted and agreed, that if he should at any Time thereafter become entitled, as the Heir at Law of any Child, Children, or other Issue of him and the said *Eliza Sophia Frances* his Wife, to the said Manors, Hereditaments, and Premises of or to which under or by virtue of the said Will and Codicils of the said *William Thomas Roe* she his said Wife was then seised of or entitled for her Life, as therein-before mentioned, or any of them, or any Part or Share thereof, then and in such Case he the said *Chaloner Ogle* would convey, settle, and assure the Hereditaments and Premises, or the Part or Share, Parts or Shares thereof, to which he should so become entitled, to the Uses and in the Manner to and in which the said Farm and Hereditaments called *Tongdeans* were therein-before covenanted or required to be settled; and it was by the said Indenture in recital further provided, agreed, and declared, that if any Child or other Issue of the said *Eliza Sophia Frances Ogle* should, for the Space of One Calendar Month next after the same should be required of and tendered to him or her for that Purpose

pose by the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting in their or his Place or Stead, neglect or refuse to make, do, acknowledge, and execute, at the Expense of the Trust Estate, all such Acts, Deeds, Conveyances, and Assurances as in the Opinion of the Counsel of the said Trustees or Trustee for the Time being should be thought necessary or proper for effectually conveying and settling, as far as such Child or other Issue should or might be competent so to do, the said Manors, Hereditaments, and Premises to which the said *Eliza Sophia Frances Ogle* was entitled for her Life as aforesaid, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations to, upon, for, with, under, and subject to which the said Messuage, Farm, Hereditaments, and Premises called *Tongdeans*, of or to which the said *Eliza Sophia Frances Ogle* was seised or entitled in Fee Simple in possession as aforesaid, were therein-before covenanted or agreed to be settled, then and in every such Case, and immediately after the Expiration of the said One Calendar Month, such Child or other Issue so for the Time being neglecting or refusing as aforesaid, and all Persons claiming through or under him or her, should be absolutely and for ever debarred from taking any Estate or Interest whatsoever under the Settlement in and by the said Indenture in recital made and covenanted to be made in, to, out of, or upon any of the Manors, Lands, Rent-charge, Hereditaments, Monies, Stocks, Funds, Securities, or other Real or Personal Estate thereby settled, and covenanted or agreed to be settled, and that the Use or Uses, Trust or Trusts, therein-before limited or declared, and covenanted or agreed to be limited or declared, to or in favour of the Child or other Issue so for the Time being neglecting or refusing as aforesaid, should absolutely cease, determine, and be void, and all such Real and Personal Estate thereupon should go to the Person or Persons next in remainder under the Limitations and Trusts therein-before expressed and declared, and covenanted or agreed to be limited, expressed, and declared, precisely in the same Manner as if the Child or other Issue so for the Time being neglecting or refusing as aforesaid were then actually dead without Issue; and it was thereby further provided, agreed, and declared, that it should be lawful for the said *Eliza Sophia Frances Ogle*, in case she should survive the said *Chaloner Ogle*, at any Time or Times after his Decease, by Deed or Will, to be respectively executed and attested as therein mentioned, (but subject and without Prejudice to the said Term of One thousand Years therein-before limited, and covenanted or agreed to be limited, and to the Trusts thereof, so far as the same related to the Daughters and younger Sons of the said *Eliza Sophia Frances Ogle* by the said *Chaloner Ogle*, and to the Uses or Estates therein-before limited, and covenanted or agreed to be limited, to the Sons and Daughters of the said *Eliza Sophia Frances Ogle* by the said *Chaloner Ogle*, and to their Issue, and to the Powers annexed relating or collateral to such Uses or Estates, and to the Uses or Estates to be limited or created in exercise of the said Powers,) to revoke the Settlement thereby covenanted and agreed to be made as aforesaid as to all or any Part of the said Hereditaments and
Premises,

Premises, and to appoint and declare such Uses, Trusts, Intents, and Purposes of and concerning the Premises as to which the said Settlement should be revoked as she should think fit: And whereas, in pursuance of the Trusts for that Purpose contained in the said recited Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and forty-three, and by means of the Funds therein mentioned, the said Sir *Edward Cholmeley Dering* and *Julius Deedes* have paid and satisfied the said Sum of Two hundred and ninety-two Pounds Six Shillings and Eight-pence, the said Residue of the said Share of the said *Louisa Georgiana Roe* of the said Sum of Thirteen thousand Pounds, and the said Sum of Five hundred Pounds, Part of the said Sum of Two thousand Pounds appointed to her as aforesaid, and the said Sum of One thousand Pounds so remaining due to the said Sir *Frederick Adair Roe* as aforesaid, and the said Sum of Two thousand Pounds, secured as aforesaid by the said herein-before recited Indenture of Release of the Twentieth Day of *November* One thousand eight hundred and nine, and the same Sums have respectively, by the Indentures mentioned in the Second Schedule to this Act, been assigned to the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, and the Lands and Hereditaments comprised in said Indenture of the Twentieth Day of *November* One thousand eight hundred and nine have been conveyed and assured unto the said *Richard Bloxam*, his Heirs and Assigns, upon trust for the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, but subject to such Right of Redemption in Equity as the same were subject to under the said Indenture of the Twentieth Day of *November* One thousand eight hundred and nine: And whereas by Indenture bearing Date on or about the Fourteenth Day of *December* in the Year One thousand eight hundred and forty-six, and made or expressed to be made between the said Sir *Edward Cholmeley Dering* and *Julius Deedes* of the First Part, the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife of the Second Part, the said *Arthur Ogle* of the Third Part, and *David Holmes* of *Eaton Square* in the County of *Middlesex*, Esquire, of the Fourth Part, the said *David Holmes* was, in pursuance of a Power in that Behalf contained in the said Indenture of Settlement or Articles of the Twenty-fourth Day of *May* One thousand eight hundred and forty-three, duly appointed to be a Trustee of the same Indenture, and of the Term of One thousand Years thereby covenanted to be limited, in the Place and Stead of the said *Arthur Ogle*, who had refused to act, and desired to be discharged from the Trusts thereof, jointly with the said *John Routledge Majendie*, and upon the Trusts, and for the Purposes, and with the Powers upon, for, and with which the said *Arthur Ogle* was thereby appointed a Trustee thereof: And whereas the said *Eliza Sophia Frances Ogle* attained the Age of Twenty-one Years on or about the Nineteenth Day of *August* in the Year One thousand eight hundred and forty-five: And whereas by

Indenture, dated 14th December 1846, appointing new Trustee of Settlement.

Indenture of Settlement, dated 15th December 1846.

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the Third Part, and which said Indenture was thereby duly acknowledged by the said *Eliza Sophia Frances Ogle* in the Manner prescribed and directed by the Act of Parliament passed for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, after reciting, amongst other things hereinbefore recited, the said Indenture or Articles of the Twenty-fourth Day of *May* One thousand eight hundred and forty-three, it is witnessed, that in performance of the Covenants and Agreements in the said Indenture or Articles contained, and for the nominal Consideration therein expressed, they the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife did grant, bargain, sell, alien, release, and confirm unto the said *Sir Edward Cholmeley Dering* and *Julius Deedes*, their Heirs and Assigns, all and singular the Manors, Messuages, Farms, Lands, and Hereditaments devised by the said therein-before and herein-before recited Will and Codicils of the said *William Thomas Roe* deceased, (except the said Lands and Hereditaments so taken by the said *London and Brighton Railway Company*, as therein and herein-before mentioned,) with the Appurtenances, freed and discharged, or so far as the Case would permit, from all Remainders or Limitations created by the said Will and Codicils of the said *William Thomas Roe* in favour of the Child or Children or other Issue of the said *Eliza Sophia Frances Ogle*, (but subject and without Prejudice to the several Mortgages, Charges, and Incumbrances mentioned and specified in the Schedule to the said Indenture of Release in recital, being, as aforesaid, the Mortgages, Charges, and Incumbrances mentioned in the Second Schedule to this Act annexed, so far as the same Mortgages, Charges, and Incumbrances, or any of them, affected the said Hereditaments or any of them,) to hold the same (but so subject and charged as aforesaid) unto the said *Sir Edward Cholmeley Dering* and *Julius Deedes*, their Heirs and Assigns for ever, but to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, Declarations, and Agreements therein-after expressed and declared of and concerning the same, being in effect the same or the like Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, Declarations, and Agreements as in and by the said herein-before in part recited Indenture or Articles of the Twenty-fourth Day of *May* One thousand eight hundred and forty-three were covenanted and agreed to be limited, expressed, declared, and contained of or concerning the same: And whereas there is Issue now living of the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife Two Children only, that is to say, *Chaloner Roe Majendie Ogle*, their only Son, who was born on the Second Day of *June* in the Year One thousand eight hundred and forty-three, and *Hebe Emily Morrittana Ogle*, who was born on the Twentieth Day of *April* in the Year One thousand eight hundred and forty-seven, their only Daughter, *Charles James Dering Ogle*, their only other Child, who was born on the Twenty-third Day of *April* in the Year One thousand eight hundred and forty-four, having died on the Twenty-third Day of *July* in the same Year: And whereas the Manors, Estates, and Hereditaments comprised in and conveyed and settled as aforesaid by the said Indenture of Release of the Fifteenth Day of *December* One thousand eight hundred and forty-six are the same Manors, Estates,

Estates
settled by
Deed, 15th
Dec. 1846,
same as de-

Estates, and Hereditaments as are described or mentioned in the First Schedule to this Act annexed: And whereas the Mortgages, Charges, and Incumbrances to which the said Manors, Estates, and Hereditaments, or Parts thereof, are now as aforesaid subject, are respectively specified and set forth in the Second Schedule to this Act annexed: And whereas the Messuages, Lands, and Hereditaments described or mentioned in the said First Schedule to this Act annexed are very advantageously situate for Building Purposes, or are likely to become eligible for such Purposes, and would be greatly improved in Value if the same were let or used and appropriated for the Purposes of being built upon, and Applications have from Time to Time been made to the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife to grant Building Leases of the same: And whereas several Parts of the said Lands and Hereditaments contain excellent Clay and Earth, which can or may be very advantageously used for the Purpose of making Bricks to be used for the said Buildings: And whereas it would be greatly for the Benefit of the said *Chaloner Ogle*, his Wife, and their Children and Issue, and of the several other Persons who are entitled or may become entitled to or interested in the said Hereditaments under the Limitations, Uses, or Trusts declared and contained in the said Will and Codicils of the said *William Thomas Roe* deceased, and in the said herein-before recited Indentures of the Twenty-fourth Day of *May* One thousand eight hundred and forty-three and the Fifteenth Day of *December* One thousand eight hundred and forty-six, if the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, and the Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees or Trustee who from Time to Time shall be appointed in their or either of their Place, were, with the Consent or by the Direction or at the Discretion herein-after mentioned, empowered to grant Building, Improving, and other Leases of the Messuages, Lands, and Hereditaments comprised in the said First Schedule to this Act annexed, or any of them, and to enter into Contracts for granting such Leases of the same or any of them, and if such other Powers or Authorities as are herein-after contained were vested in the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, and the Survivor of them, and the Executors or Administrators of such Survivor, and such other Trustees or Trustee as aforesaid; but by reason of the Devises, Trusts, and Limitations contained in the said Will and Codicils of the said *William Thomas Roe* deceased, and in the said Indenture of Release and Settlement of the Fifteenth Day of *December* One thousand eight hundred and forty-six, the beneficial Objects and Purposes aforesaid cannot be obtained without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife, on behalf of themselves and their infant Children, and the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, as such Trustees as aforesaid, and on behalf of the Cestuique Trust, 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 it shall and may be lawful for the said Sir *Edward Cholmeley Dering* and *Julius Deedes*,

scribed in
First Schedule.

Incumbrances on
Estates set
forth in
Second
Schedule.

Power to
Trustees to
grant Build-

ing, Repair-
ing, and other
Leases.

Deedes, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee who from Time to Time shall be appointed in their or either of their Place, Trustees or Trustee of the said Indenture of Release and Settlement of the Fifteenth Day of *December* One thousand eight hundred and forty-six, from Time to Time, and at any Time or Times during the Life of the said *Eliza Sophia Frances Ogle*, at the Request and by the Direction in Writing of the said *Chaloner Ogle* and *Eliza Sophia Frances* his Wife, during their joint Lives, and after the Decease of the said *Chaloner Ogle* then of the said *Eliza Sophia Frances Ogle*, if she shall survive him, and also during the Life of the said *Chaloner Ogle*, as and when, under the Limitations contained in the said Indenture of Release and Settlement of the Fifteenth Day of *December* One thousand eight hundred and forty-six, he shall be Tenant for Life in possession or entitled to the Receipt of the Rents and Profits of the said Hereditaments and Premises aforesaid for his Life, in the Event in the said Indenture of Release and Settlement expressed, at his Request and by his Direction in Writing, and also during the Minority or respective Minorities of the Person or any of the Persons who by virtue of or under the Limitations, Uses, or Trusts contained in the said Will and Codicils of the said *William Thomas Roe* deceased, or any of them, or in the said Indenture of Release and Settlement, shall for the Time being be entitled to the Possession or to the Receipt of the Rents and Profits of the same Hereditaments, as Tenant in Fee Simple or in Tail Male or in Tail thereof, or of any Part or Share thereof, at the Discretion and of the proper Authority of the said *Sir Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid, at any Time or Times after the passing of this Act, and either in pursuance or not in pursuance of any previous Contract or Contracts, by any Indenture or Indentures, sealed and delivered by them or him in the Presence of and to be attested by One or more Witness or Witnesses, to demise and lease or grant any Part or Parts of the Messuages, Lands, and Hereditaments described or mentioned in the said First Schedule to this Act annexed, with the Buildings and Improvements, if any, upon the same, and the Appurtenances, to any Person or Persons who shall be willing to erect or build any Messuages or other Buildings on the said Lands or Hereditaments or any Part thereof, or who shall be willing to rebuild or repair any Messuages or other Buildings for the Time being on the said Lands or Hereditaments or any Part thereof, or who, in the Manner to be specified by any Lease or respective Leases to be granted thereof, or in any Contract or Contracts for such Lease or Leases, shall be willing to improve the said Lands and Hereditaments or any Part thereof, or the Messuages or other Buildings thereon, or who shall be willing to annex any Part or Parts of the said Lands or Hereditaments for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Lands and Hereditaments or any Part thereof, or on any adjoining Land, or otherwise to improve the said Premises, for any Term or Number of Years not exceeding Ninety-nine Years, in possession, and with or without any Easements

or

or Privileges, for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased, in, over, through, or under any adjoining Land or Hereditaments; and with or without Liberty for the Lessee or Lessees to set out and allot the Land to be comprised in such Lease or Leases, or any Part or Parts thereof, as, and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to dig and make, in or under any of the said Lands or Hereditaments which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages, or any adjoining Lands or Grounds, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take, dig, and carry away, in and out of the Land and Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Loam, or Gravel as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Lands comprised in the Schedule to this Act, and to manufacture the same into Bricks or Tiles, to be used in such new Buildings, rebuilding, Repairs, Roads, Ways, and Improvements as aforesaid, and also to take, dig, and excavate any Flints, Chalk, or Gravel out of any convenient Parts of the Land comprised in the said First Schedule to this Act, to be used in such new Buildings, rebuilding, Repairs, Roads, Ways, and Improvements as aforesaid; and also with or without Liberty for the Lessee or Lessees, his her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings for the Time being standing or being on the Land or Ground in such Lease or Leases respectively comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable, so as there be reserved in every such Demise, Lease, or Grant (except in those Cases in which a less Rent may be reserved, according to the Provisions herein-after contained,) the best and most improved yearly Rent or Rents that can be reasonably had or gotten or ought to be reserved or made payable for the same, such Rent to be reserved or made payable quarterly, free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, the Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except), and to commence and take effect either from the Date of every such Lease or Demise, or at the End, or within the Period of Ten Years, to be computed from the Date of every such Lease or Demise, or by progressive Proportions at any Time or Times within the said Ten Years; and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such

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Lease,

Lease, their or his Heirs, Executors, Administrators, or Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built, or to build or finish and keep in repair any Messuage or Building, Messuages or Buildings, then about to be built or in progress, or to rebuild or repair and keep in repair any Messuage or Building, Messuages or Buildings, erected and built, or intended and agreed to be rebuilt or repaired, or otherwise to improve the Premises comprised therein, in every Case in which such Covenants may be applicable, and as each Case may require, and to keep the Buildings, if any, in such Lease, insured from Damage by Fire to the Amount of Two Third Parts of the Cost or Value thereof in some or One of the public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End of the Term of each such Lease respectively; and so as there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for a Time or Space to be therein respectively limited after the same shall become due and payable, (unless the same shall be a Peppercorn or merely nominal Rent,) or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be with or without a Proviso that no Breach of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and of the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants, if any, as may be agreed on between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions, restrictive of the Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants, of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power, nevertheless the respective Lessees shall execute Counterparts of their respective Leases.

Power to
enter into
Contracts for
granting
Leases.

II. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing herein contained shall for the Time being be vested (at such Request and by such

Direction or at such Discretion as aforesaid, as the Case may require), at any Time or Times after the passing of this Act to enter into any Contract or Contracts for granting, pursuant to the Powers of leasing herein contained, or any or either of them, and upon the Terms thereof, so far as the same may be applicable and the Case will admit of, a Lease or Leases of any Part or Parts of the said Messuages, Lands, and Hereditaments comprised or mentioned in the said First Schedule to this Act annexed, with the Buildings (if any) which shall be standing thereon; and to agree, when and as any Land, Ground, or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, or shall be intended for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences, in the Manner and to the Extent to be stipulated in such Contract or Contracts, by One or more Indenture or Indentures to demise or lease the Land or Ground and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same apportioned Rent shall not exceed One Fourth Part of the clear yearly Rack-rent Value of the Hereditaments to be comprised in such Lease when fit for Habitation or Use; and (if the same shall be thought advisable) to agree that the full Rent specified in any such Contract shall be reserved in the Leases to be granted of some certain Parts, or a Part, or a given Quantity only, to be specified in such Contract, of the Hereditaments thereby agreed to be demised, at such Time or respective Times and in such Manner as may be thought proper, and that after the full Amount of the yearly Rent or Rents specified in any such Contract shall have been reserved in any Lease or Leases of any Parts or Part, or any Quantity of the Hereditaments agreed to be demised, the Residue of the said Hereditaments shall be demised at the yearly Rent of Twenty Shillings; or if no certain Parts or Part or given Quantity for such Purpose shall be specified in any such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Hereditaments thereby agreed to be demised, the Residue thereof shall be demised by One or more Lease or Leases at the yearly Rent or Rents of Twenty Shillings if One Lease, and Ten Shillings in each Lease if more than One Lease; and in case of Leases to be granted at the yearly Rent of Twenty Shillings or Ten Shillings, to agree to grant the same although the Land or Hereditaments comprised therein shall not have been built upon, laid out, or improved; and to agree that

that the yearly Rent or Rents agreed to be reserved in any such Contract may be made to commence at such Period or Periods within Ten Years from the Date of such Contract, or be made to increase periodically within the Period of Ten Years, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract shall be expressed; and to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Case be provided for; and also to agree that the Person or Persons with whom any such Contract or Contracts shall be entered into may have, exercise, or enjoy all or any of the Liberties, Powers, or Privileges which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts
to contain
certain
Clauses.

III. Provided always, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Land or Ground therein comprised and thereby agreed to be let, and which shall not have been demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid out, formed, or improved in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed or mentioned, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof; and every such Contract shall be carried into effect by a Lease or Leases to be granted in pursuance of the Power for granting Leases herein-before contained; and any Lease made in pursuance or Performance of such Contract or Contracts as aforesaid shall be subject to such of the Covenants, Conditions, and Restrictions herein-before directed to be contained in the Leases first herein-before authorized to be made as shall or may be applicable, thereto and so far as the same shall be so applicable, or the Nature and Circumstances of each Case shall seem to admit of or require, but not further; and any such Lease may contain all or any of the Exceptions, Reservations, Covenants, Powers, Provisoos, Conditions, and Restrictions which are herein-before authorized to be inserted or contained in any Lease or Leases first herein-before authorized to be made.

Certificate of
Lessor to be
Evidence of
Counterpart.

IV. And be it enacted, That the Certificate in Writing of the Persons or Person for the Time being granting any Lease under the Authority of this Act, acknowledging that they or he have or hath received a Counterpart of such Lease, shall be and be deemed *prima facie* Evidence that such Counterpart has been executed.

V. And

V. And be it enacted, That if any Person or Persons entitled to the Reversion immediately expectant on the Determination of any Lease granted or agreed to be granted by virtue of the Powers or Provisions herein contained shall enter upon and resume or recover or obtain Possession of the Hereditaments comprised in any such Lease or Contract, under or by virtue of any Condition of Re-entry in such Lease or Contract contained, or under or by virtue of any Right incident to such Reversion, then and in every such Case it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (at such Request, and by such Direction, or at such Discretion as aforesaid, as the Case may require,) to grant Leases, or to enter into Contracts for the granting of Leases and afterwards to grant Leases of the same Premises respectively, under the Powers and Authorities herein contained, in the same Manner as if no Lease or Contract for Leases thereof had been previously granted or entered into.

Power to grant Leases and contract to grant Leases of Lands in any forfeited Lease or Contract.

VI. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (at such Request, and by such Direction, or at such Discretion as aforesaid, as the Case may require,) at any Time or Times hereafter to enter into any new Contract or Agreement with any Person or Persons with whom any Contract or Contracts shall have been entered into by the Person or Persons hereby authorized to enter into Contracts or Contract by virtue of or under the Powers or Provisions herein contained, by way of Addition to or in explanation or Alteration of all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts to be contained, or to release any of the Persons with whom any such Contract shall have been so entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract, and, if the same should be thought expedient, to enter into any new Covenants, Agreements, or Stipulations with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the same Contract, or the Part or Parts thereof which shall have been so released, or to accept or obtain a Surrender of all or any Part of the Hereditaments comprised in any such Contract, and the Hereditaments so surrendered, or any Part thereof, may be contracted and agreed to be leased, and afterwards leased, under the Powers and Provisions herein contained, in the same or the like Manner as if no Contract for leasing the same had been previously entered into and executed.

Power to vary Contracts or enter into new Contracts.

VII. Provided always, and be it enacted, That any such new Contract and Contracts so to be entered into as aforesaid, and any Addition, Explanation, and Alteration made thereby, and any such new Covenants, Agreements, or Stipulations as aforesaid, shall be agreeable to and consistent with the Provisions and Restrictions respectively herein contained.

New Contracts to be consistent with this Act.

VIII. And be it enacted, That no Lease granted or to be granted under the Authority of this Act shall be invalid by reason of its having been preceded by any Contract for granting a Lease or Leases, and any Variation between such Lease and any such Contract, but

Leases not to be invalid in consequence of Variation

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every Lease granted and to be granted shall be valid and effectual notwithstanding such Variation; and no Person taking such Lease, or claiming under such Lease, shall be bound to inquire whether such Lease is in pursuance of or authorized by any such prior Contract, nor shall any such Person be in any Manner affected by anything contained in such Contract; and the Contract which shall have preceded such Lease shall not, at Law or in Equity, form a Part of the necessary Evidence of the Title of the Lessee or Lessees named in such Lease, and his, her, or their Executors, Administrators, or Assigns, whether such Lease is or is not expressed to be granted under or in pursuance of any such previous Contract, provided that such Lease shall not be inconsistent or at variance with the Provisions and Restrictions herein contained with respect to the Leases hereby authorized to be granted, or to be contracted or agreed to be granted.

Rents, Cove-
nants, and
Conditions in
Leases to
run with the
Land.

IX. And be it enacted, That the Rent or Rents to be reserved by any Lease or Leases made under the Powers or Provisions of this Act, and all Covenants, Agreements, Provisoes, and Conditions therein or in any Contract to be entered into under the Provisions of this Act contained, and on the Lessee's Part to be observed, performed, fulfilled, and kept, and also the Proviso or Condition for Re-entry in the same Lease or Leases to be contained, shall be incident to and go along with the Reversion of the Hereditaments thereby demised, and shall and may be received, enforced, and taken advantage of by the Person or Persons who shall for the Time being be entitled to the Premises comprised in such Lease or Leases respectively in reversion immediately expectant upon the Determination of the same Lease or Leases, or subject to such Lease or Leases.

Power for
Trustees to
allot Land for
Roads, &c.

X. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (at such Request, and by such Direction, or at such Discretion as aforesaid, as the Case may require), at any Time or Times hereafter, if they or he shall think it advisable so to do, to set out and allot or appropriate any Part or Parts of the Land or Hereditaments comprised or mentioned in the said First Schedule to this Act annexed as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of any other of the Lands or Hereditaments comprised or mentioned in the same Schedule, or for the general Improvement of the Estate hereby authorized to be leased, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers with respect to the same as to the said Persons or Person so hereby empowered to set out and allot or appropriate any Part of the Premises for the Purposes aforesaid shall seem reasonable.

Power to con-
firm Leases
voidable on
technical
Grounds.

XI. And be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (at such Request, and by such Direction, or at such Discretion as aforesaid, as the Case may

may require,) at any Time or Times to confirm any Lease or Leases to be granted by virtue of or under any of the Powers or Provisions herein contained, in any Case in which for some technical Error or Informality in exercising the Power of leasing or of making Contracts such Lease shall be voidable, or to grant any Lease or Leases in lieu of such former Lease or Leases, or any of them, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at or under the same yearly Rent or Rents as was or were or a larger Rent or Rents than was or were reserved by the former Lease or Leases respectively, or to accept an actual or virtual Surrender of any Lease or Leases, and to make any Lease or Leases of the Lands or Hereditaments, with the Messuages and Buildings (if any) thereon, comprised in any such former Lease or Leases, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at apportioned Rents equal in Amount to or exceeding the former Rent or Rents, so as no one Rent (if it shall bear a greater Proportion to the entire Rent to be so apportioned than the Rack-rent Value of the Land and Hereditaments upon which the same is to be reserved bears to the Lands and Hereditaments upon which such entire Rent was before reserved) shall exceed One Fourth Part of the Rack-rent Value of the Ground, and of the Houses and Buildings erected and built or to be erected and built thereon, upon which such Rent is to be reserved, when finished and fit for Habitation, and so as no One Rent shall be less than Twenty Shillings, so, nevertheless, as no Fine or Premium, or no Fine or Premium except an additional Rent or Rents, shall be taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively, and so as the Lessee or Lessees whose Lease or Leases shall be so confirmed, or to whom any such Lease or Leases shall be granted in lieu of such former Lease or Leases as aforesaid, do consent to accept such Confirmations or new Leases, and to execute a Counterpart of such new Lease or confirmed Lease.

XII. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (at such Request, and by such Direction, or at such Discretion as aforesaid, as the Case may require); in any Case and at any Time or Times to obtain or accept a Surrender of any of the Hereditaments comprised in any Lease or Leases then existing, and of the Term or Terms granted by such Lease or Leases of such Hereditaments, and to make and enter into such Arrangements and Agreements for the Reduction of the Rent reserved by such Lease or Leases, and for securing the due Observance and Performance of the Covenants, Conditions, and Agreements contained therein, as to and so far as regards the Hereditaments thereby demised, and not comprised in such Surrender or Surrenders; as they or he shall deem necessary or expedient, and afterwards, by virtue of or under the Powers and Provisions of this Act or any of them, to demise and lease the Hereditaments so surrendered, or any of them, or any Part thereof, or enter into Contracts for demising or leasing the same to any Persons or Person, in like Manner

Power to take Surrenders of Leases, and grant new Leases.

Manner as provided in this Act with respect to other Hereditaments of which Leases are hereby authorized to be granted.

Power to
grant Leases
for 21 Years.

XIII. And be it enacted, That it shall be lawful for the Persons or Person in whom the Power of leasing first herein-before contained shall for the Time being be vested (at such Request, and by such Direction, or at such Discretion as aforesaid, as the Case may require), at any Time or Times hereafter, to demise or lease and grant any of the Manors, Messuages, Lands, and Hereditaments comprised in the said First Schedule to this Act, or any Part thereof, with the Appurtenances, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so as there shall be reserved and made payable during the Continuance of the Term thereby respectively created the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased and granted, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, and so as there be contained therein a Condition of Re-entry for Nonpayment of the Rent or Rents thereby respectively reserved by a Time or Space to be therein respectively limited, and so that the Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby respectively to be reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste.

Power to
make Ar-
rangements
as to light-
ing, paving,
and draining.

XIV. Provided always, and be it enacted, That it shall be lawful for the Persons or Person in whom the aforesaid Power of leasing first herein-before contained shall for the Time being be vested (at such Request, and by such Direction, or at such Discretion as aforesaid, as the Case may require), at any Time or Times after the passing of this Act, to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the Hereditaments hereby authorized to be leased, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing or for the general Improvement of the said Hereditaments or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid, and for such Purposes as aforesaid, or any of them, to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper, and in consequence of or for carrying into effect any such Arrangement, or any intended or contemplated Arrangement, for the Purposes aforesaid or any of them, in any Lease or Leases and Contract or Contracts to be respectively made and entered into by virtue of the Powers aforesaid, or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts, or any of them, such Covenants, Agreements, and Stipulations on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators,

trators, and Assigns, and such Reservations, Provisoos, and Conditions as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoos, and Conditions as last aforesaid, or any of them.

XV. Provided always, and be it enacted, That nothing contained in this Act shall affect or prejudice the said Mortgagees mentioned in the said Second Schedule to this Act annexed, or any or either of their Executors, Administrators, or Assigns, in respect of the Mortgages and Securities made to or vested in them as aforesaid, for securing the several Sums mentioned and set opposite to their respective Names in the same Schedule, and the Interest thereof, or any Part of the same; save only and except so far as to give effect to all Leases and Contracts for Leases, Mortgages, and other Acts, Matters, and Things to be executed, made, entered into, done, and performed by virtue of or under the Powers and Provisions herein contained; nevertheless, during the Continuance of the said Mortgages and Securities, all the Premises aforesaid, and the Rents, Issues, and Profits thereof, shall, subject to the Powers and Provisions of this Act, and all Leases, Contracts, and Mortgages to be respectively executed, made, and entered into by virtue thereof, remain, continue, and be subject and liable to the said Mortgages and Securities, and to all Rights and Remedies incidental thereto.

Act not to affect Mortgages or Annuity.

XVI. And be it enacted, That it shall be lawful to and for the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being appointed in their or either of their Place, to levy and raise the Costs, Charges, and Expenses of preparing, applying for, soliciting, obtaining, and passing this Act, and of all Acts, Matters, and Proceedings preparatory thereto or connected therewith, and all incidental Costs, Charges, and Expenses, and the Costs of levying and raising the same, at any Time or Times after the passing of this Act, by Mortgage or Mortgages (either in Fee or for any Term or Terms of Years) of the Hereditaments comprised in the said First Schedule to this Act annexed, or any Part thereof, and for the Purpose aforesaid to make, do, and execute all such Acts, Deeds, and Assurances whatsoever as they or he shall deem necessary; and that all Monies which shall be raised by virtue of or under this present Direction or Authority shall be paid to the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee for the Time being as aforesaid, and shall be by them or him applied in Payment or Discharge of all the said Costs, Charges, and Expenses, and that the Receipt or Receipts of the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid, shall be a sufficient Discharge or sufficient Discharges for the same; and further, that the Person or Persons paying the same Monies or any of them to the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or the Executors

Expenses of Act.

[Private.]

or Administrators of such Survivor, or such other Trustees or Trustee for the Time being as aforesaid, shall not be bound to inquire into the Propriety of levying or raising the Monies which the said Trustees or Trustee shall think fit to levy or raise, nor to ascertain the Amount properly raisable, nor be bound to see to the Application thereof or any Part thereof; and further, that this present Direction or Authority shall be subject to all the Powers hereby created, and to the Leases and Contracts respectively to be granted and entered into and all Acts whatsoever to be done or performed by virtue of or under the same Powers respectively, or any of them; provided that the Hereditaments to be comprised in such Mortgage or Mortgages, and the Rents and Profits thereof, shall not, as between any such Mortgagee or Mortgagees and any Person or Persons who shall hereafter become entitled to such Hereditaments, or the Rents and Profits thereof, be charged with or be liable to pay Interest on the Sum to be secured by such Mortgage or Mortgages for more than One Year prior to the Time at which such Person or Persons shall so become entitled; provided further, that all Interest accrued within such Year and which shall be paid by the Person or Persons who shall so become entitled, or out of the Rents and Profits to which such Person or Persons shall be so entitled, shall be recoverable by such Person or Persons, his, her, or their Executors or Administrators, as a Debt due from the Person or Persons beneficially entitled to the said Rents and Profits during the Time such Interest shall have accrued, and shall be a Charge upon any Arrears of Rent which shall be due or payable to the Person or Persons entitled as last aforesaid, or to his, her, or their Executors, Administrators, or Assigns.

Costs to be
taxed.

XVII. Provided always, and be it enacted, That the Costs, Charges, and Expenses herein-before directed to be levied or raised shall, previously to the raising thereof, be taxed by One of the Taxing Masters of the High Court of Chancery, and that it shall be lawful for the said Court of Chancery, at any Time and from Time to Time, to make such Order as the said Court shall think fit, upon the Petition of the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, or the Survivor of them, or of the Executors or Administrators of such Survivor, or of such other Trustees or Trustee for the Time being as aforesaid, for the Taxation of the said Costs, Charges, and Expenses as between Solicitor and Client in the usual Way, and also for the Taxation or Allowance of the Costs, Charges, and Expenses of obtaining such Order and of such Taxation; and the Certificate of the Taxing Master as to the Amount allowed on such Taxation shall be conclusive on all Persons and for all Purposes whatsoever.

General
Saving.

XVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Executors, Administrators, and Assigns, in respect of the Use or Estate by the said Indenture of Release and Settlement of the Fifteenth Day of *December* One thousand eight hundred and forty-six limited to them, their Executors, Administrators, and Assigns,

for and during the Life of the said *Eliza Sophia Frances Ogle*, and their respective Cestuique Trust of or under the same Use or Estate, and the said *Eliza Sophia Frances Ogle* and *Chaloner Ogle* respectively, and the said *Chaloner Roe Majendie Ogle* and his Heirs, and the Heirs Male and Heirs of his Body, and all and every other the Son or Sons of the said *Eliza Sophia Frances Ogle*, and his and their respective Heirs, and also the Heirs Male and Heirs of his and their Body and respective Bodies, and the said *Hebe Emily Morrittana Ogle*, and all and every other the Daughter and Daughters of the said *Eliza Sophia Frances Ogle*, and her and their respective Heirs, and also the Heirs of her and their Body and respective Bodies, and also the said *David Holmes* and *John Routledge Majendie*, their Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said Term of One thousand Years created and limited as aforesaid by the said Indenture of Release and Settlement, and all the Cestuique Trust for the Time being of or under the same Term, and the said Sir *Edward Cholmeley Dering* and *Julius Deedes*, their Heirs and Assigns, in respect of the Use or Estate by the same Indenture limited to them during the Life of the said *Chaloner Ogle*, and the said *Chaloner Ogle*, as Cestuique Trust of the same Use or Estate, and the Heirs and Appointees and Assigns of her the said *Eliza Sophia Frances Ogle*, and the Heirs of the said *Chaloner Ogle*, and also the Heirs of the said *William Thomas Roe* and *William Dering Adair Roe* respectively, and also save and except (and to such Extent as aforesaid) the Mortgagees and Incumbrancers mentioned in the said Second Schedule to this Act annexed respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons to whom any Estate, Right, Title, Charge, or Interest, at Law or in Equity, of, in, or to the Hereditaments and Premises comprised or mentioned in the said First Schedule to this Act, or any of them, or any Part thereof, shall have been devised or limited, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Will and Codicils of the said *William Thomas Roe* deceased, or any or either of them, or under the said Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and forty-three, and the said Indenture of Release and Settlement of the Fifteenth Day of *December* One thousand eight hundred and forty-six, or either of them, or any of the Limitations, Uses, Trusts, Powers, and Provisoes contained therein respectively, or the Execution of such Powers or any of them, other than the said *James Hart*, all such Estates, Rights, Titles, and Interests, Benefits, Claims, and Demands whatsoever, of, in, to, out of, or upon the same Hereditaments and Premises, or any of them, or any Part thereof, as they or any of them had before the passing of this Act, or would have had or enjoyed in case this Act had not been passed.

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

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

The

The FIRST SCHEDULE to which the foregoing Act refers.

The Manor or Lordship or reputed Manor or Lordship of Wightdean, otherwise Weightdeane, otherwise Wightdeane, otherwise Wigdean, in the County of Sussex, also the Manor of Withdeane Cayliffe, situate in the several Parishes of Patcham, Withdeane, and Iford, in the said County of Sussex.

And the Messuages, Lands, Tenements, and Hereditaments hereinafter described, all situate in the Parish of Patcham aforesaid; that is to say,

The following Messuages and Lands, containing the following Quantities, little more or less, let to Edward Hamshar on Lease for Seven Years from the Twenty-ninth Day of September One thousand eight hundred and forty-seven; that is to say,

	A.	R.	P.
The Green Field, after deducting Two Acres Two Roods and Thirty-four Perches taken by the London and Brighton Railway Company - - - - -	23	2	8
The Lambing Field, after deducting One Acre Two Roods and Twenty-three Perches taken by the said Railway Company - - - - -	26	0	35
The Eight Acres - - - - -	7	3	0
Tagg Down, after deducting Eleven Acres and One Rood, now let to Thomas Killick, as mentioned below - - - - -	43	0	3
West Part of Red Hill, including Barnyard and Hovel - - - - -	30	0	13
East Part of Red Hill - - - - -	35	1	7
The Knowle Bottom - - - - -	18	0	31
The Knowle, including the Butcher's Croft - - - - -	22	2	25
Brambly Bottom - - - - -	60	3	30
Coney Hill - - - - -	29	1	28
Cottage Garden, Carhouse, Stable-yard, Hovel, Rickyard, and Wellhouse, Two Cartlodes, and Granary, after deducting One Rood and Seventeen Perches taken by the said Railway Company - - - - -	1	0	6
Grove Cottage Farmhouse and Garden - - - - -	0	0	35
Granary Piece, after deducting Three Acres and Thirty-six Perches taken by the said Railway Company, with new Barn, Yard, and Hovel standing thereon - - - - -	24	2	11
Piece, North of Beatlands, after deducting Thirty-three Perches taken by the said Railway Company - - - - -	0	0	20
Leaping Croft and Beatlands, after deducting Two Acres and Twenty-six Perches taken by the said Railway Company - - - - -	3	2	21
The Old Grove Plantation - - - - -	0	2	1
Walled Garden, formerly New Grove - - - - -	0	0	31
Cottage, with Two Tenements, adjoining the Garden - - - - -	0	1	12
Barn, Yard, and Stable adjoining Road, and Drove-way - - - - -	2	2	35

All the above formed Part of West Witdean Farm, in the Occupation of Charles Newman, at the Date of the above-recited Indenture of Twenty-fourth of May One thousand eight hundred and forty-three.

	A.	R.	P.
The Great Laine	92	3	39
Barley Croft	3	3	4
Barn, Yards, Buildings, Closes, Gardens, &c.	0	3	10
Round Croft	2	1	22
High Grounds	20	1	7
Upper Part of ditto	7	3	20
Home Bush Laine	8	3	3
Howell's Field	5	3	31
Howell's Field Cottage, with Two Tenements	0	0	15
Flat Field, including Barn and Yard	13	0	16
Nine Acres	8	1	22
Seven Acres	7	3	10
Nine Acres	9	3	39
Late Part of Down, and now Arable	43	0	32
Part of Down, lately broke up	20	0	0
The Down, West of Ditchling Road	108	1	11
The Down, East of ditto	22	3	29

The above formed Part of East Withdean Farm, in the Occupation of James Gorringe, at the Date of the said Indenture of Twenty-fourth of May One thousand eight hundred and forty-three.

The following Cottages and Lands, containing the following Quantities, little more or less, let to William Champion; that is to say,

	A.	R.	P.
A Cottage and Garden, Barn, Yard, Cowstall, Waggon-lodge, Slaughter-house, and Pound, also the Pig Pound	0	1	0
Varndean Field	16	1	10
A Piece of Arable Land, South of Road leading to Varndean	18	1	0
Piece of Arable Land, North of Road leading to Varndean	20	0	0

The above formed Varndean Farm, in the Occupation of James Gorringe, at the Date of the said Indenture of Twenty-fourth May One thousand eight hundred and forty-three.

Part of East Down	12	2	30
Other Part of ditto	12	0	32
East Laine	30	3	30

The above formed Part of the said East Withdean Farm, in the Occupation aforesaid, at the Date aforesaid.

The following Messuages and Lands, containing the following Quantities, little more or less, let to William Harris as yearly Tenant; that is to say,

	A.	R.	P.
A Messuage or Tenement, Two Barns, Two Cowstalls, Forage-house, and Cartlodge, situate at Roedale, and Two Cottages, and Garden, Stable, Sheeppyard, and Hovel, situate at Hollingbury	0	3	0
House Meadow	6	1	8
Barn Meadow	6	0	26
Piece adjoining Ditchling Road	12	2	0
Piece next Ditchling Road	10	1	31
Upper Part of Cottage Mead	6	2	34
Lower Part of Cottage Mead	3	0	30

[Private.]

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	A.	R.	P.
Lower Part of East Laine - - - - -	49	1	2
Upper Part of ditto - - - - -	35	2	15
Cottage and Garden - - - - -	0	3	0

The above formed Hollingbury Farm, in the Occupation of James Gorringe, at the Date of the said Indenture of Twenty-fourth May One thousand eight hundred and forty-three.

The following Messuage and Lands, containing the following Quantities, little more or less, let to Marian Roots and Charles Cowley on Lease for Seven Years from Twenty-ninth September One thousand eight hundred and forty-seven; that is to say,

	A.	R.	P.
A Messuage called the Halfway House, Barn, Yard, Stable, Cowlodge, Granary, and Waggon-lodge - - - - -	-	-	-
A Piece of Arable Land forming Part of Knight's Rails - - - - -	9	3	12
A Piece of Arable Land - - - - -	7	3	14
A Piece of ditto - - - - -	15	0	36
A Piece of Down or Pasture Land - - - - -	3	1	2
A like ditto - - - - -	5	0	0

The above formed Part of Tongdean Farm, in the Occupation of Charles Newman, at the Date of the said Indenture of Twenty-fourth May One thousand eight hundred and forty-three.

The following Piece of Land, containing the following Quantity, little more or less, let to George Store on Lease for Seven Years from the Twenty-first September One thousand eight hundred and forty-seven, determinable by Death of Tenant; that is to say,

	A.	R.	P.
A Piece of Arable Land, Part of the said Tongdean Farm, including about Two Roods and Twenty-five Perches of Knight's Rails, in the Occupation of Charles Newman at the Date of the said Indenture of Twenty-fourth May One thousand eight hundred and forty-three - - - - -	20	0	0

The following Piece of Land, containing the following Quantity, little more or less, let to John Wood on Lease for Seven Years from Twenty-first September One thousand eight hundred and forty-seven, determinable by Death of Tenant; that is to say,

	A.	R.	P.
A Piece of Arable Land, also Part of the said Tongdean Farm, in the Occupation aforesaid at the Date aforesaid - - - - -	10	0	0

The following Piece of Land, containing the following Quantity, little more or less, let to Robert Fowle; that is to say,

	A.	R.	P.
A Piece of Arable Land, also Part of Tongdean Farm, in the Occupation aforesaid at the Date aforesaid - - - - -	20	0	0

The following Piece of Land, containing the following Quantity, little more or less, let to Harriett Webb as a yearly Tenant that is to say,

	A.	R.	P.
A Piece of Arable Land, also Part of Tongdean Farm, in the Occupation aforesaid at the Date aforesaid, also a new Barn standing in Plantation near thereto - - - - -	37	0	0

The following Messuage and Lands, containing the following Quantities, little more or less, let to John Rogers on Lease for Seven Years from Twenty-ninth September One thousand eight hundred and forty-seven; that is to say,

	A.	R.	P.
A Piece of Ground used as a Garden or Nursery Ground, in the Occupation of John Rogers at the Date of the said Indenture of Twenty-fourth May One thousand eight hundred and forty-three, with Cottage, Stable, Cartlodge, and Granary	6	0	0
Part of Lower Field, Part of the said West Withdean Farm, in the Occupation aforesaid at the Date aforesaid	8	3	7

The following Piece of Land, containing the following Quantity, little more or less, let to Thomas Killick on Lease for Twenty-one Years from Twenty-ninth September One thousand eight hundred and forty-eight, with a Covenant to grant a Building Lease of Part; that is to say,

	A.	R.	P.
Part of Tagg Down, being Part of the said West Withdean Farm, in the Occupation aforesaid at the Date aforesaid, with a Cottage lately erected thereon	11	1	0

The following Piece of Land, containing the following Quantity, little more or less, let to Harriett Webb as yearly Tenant that is to say,

	A.	R.	P.
A Piece of Arable Land called Tagg Down Field, in the Occupation of Samuel Webb at the Date of the said Indenture of Twenty-fourth May One thousand eight hundred and forty-three	8	2	24

The following Messuages and Land, containing the following Quantities, little more or less, let to Sir Charles Ogle, Baronet, as yearly Tenant:

	A.	R.	P.
Withdean House, Buildings, and Garden, also Two Cottages	1	0	21
Long Croft	2	1	39
Hog Croft	2	0	14
Croft, adjoining, late Scrases	1	3	0

The following Messuage and Lands, containing the following Quantities, let to Richard Ballard as yearly Tenant; that is to say,

	A.	R.	P.
Cottage and Garden at Patcham, formerly called Mill Cottage	2	0	10
Five Acre Field, with new Barn lately erected thereon	5	0	29
Meadow	2	2	13

The above were called Mill Fields, and were in the Occupation of Richard Ballard at the Date of the said Indenture of Twenty-fourth May One thousand eight hundred and forty-three.

Seven Acres, late Knight's, Part of the said East Withdean Farm, in the Occupation aforesaid at the Date aforesaid	7	2	0
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The following Plantations in hand, containing the following Quantities, little more or less; that is to say,

On West Withdean Farm.

	A.	R.	P.
West Side of Green Field - - - - -	0	1	24
Side Hill, less One Rood and Five Perches, taken by the said Railway Company - - - - -	2	1	23
Late Part of Tagg Down - - - - -	1	1	0
Ditto Chalk Pit - - - - -	1	1	9
Ditto Knowle's Bottom - - - - -	0	0	16
Ditto, West Corner of Butchers Croft - - - - -	3	0	0
Ditto, North-east Side of Butchers Croft - - - - -	0	1	12
Ditto, Knowle, less Twenty-three Perches, taken by the said Railway Company - - - - -	2	2	17
Ditto, in the Leaping Croft - - - - -	0	0	15
Ditto ditto - - - - -	0	0	14
Ditto ditto - - - - -	0	0	3
Ditto, South-east Corner of Granary Piece - - - - -	0	0	10
Ditto, South Side of Granary Piece - - - - -	8	0	0
Ditto, North Side of ditto - - - - -	2	0	7

On Tongdean Farm and Knight's Rails.

West Side of the Road leading from Henfield to Brighton.

	A.	R.	P.
Plantations, including about One Acre Three Roods and Thirty-three Perches, forming the Remainder of Knight's Rails - - - - -	20	0	23

On Tagg Down.

	A.	R.	P.
Part of Field, late Part of Tagg Down, held by Mrs. Webb -	2	2	36
Belt, late Part of Tagg Down - - - - -	0	2	20
Shaw, South Side of Eight Acres - - - - -	0	0	36
Ditto, West Side of ditto - - - - -	0	2	20
Dead Ash Plantation - - - - -	0	2	31
Squire's Walk ditto, after deducting One Acre One Rood and Thirty Perches taken by the said Railway Company -	0	2	35
Shaw, South Side of Lower Field, and Shaw, between Green and same Field, after deducting Part taken by the Railway Company - - - - -	0	3	14

On Varndean Farm.

	A.	R.	P.
Rough Round Varndean Field - - - - -	1	1	29
Varndean Coppice - - - - -	2	3	21

On Mill Fields.

	A.	R.	P.
Plantation on Mill Fields - - - - -	0	0	8
Plantation near Mill Field Cottage - - - - -	0	0	15

On East Withdean Farm.

	A.	R.	P.
Plantation in the Nine Acres - - - - -	1	0	0
Ditto in the Flat Field - - - - -	0	1	20
Ditto in ditto - - - - -	0	0	20

	A.	R.	P.
Plantation in high Ground above the Drove	7	1	20
Ditto in ditto, below the Drove	3	1	10
Ditto adjoining the Drove	0	1	0
Long Croft Plantation	0	0	22
Round ditto	0	0	19
Hog Croft ditto	0	0	21
Garden Wall ditto	0	2	22
Elm Walk ditto	0	0	33
Great Laine ditto	0	3	21
Ditto ditto, by Drove	0	1	9
Ditto ditto	0	1	22
Ditto ditto, by Turnpike Road	0	0	24
Ditto ditto, at South-west Corner	1	1	0
Ditto ditto at South Side	0	2	26
Barley Croft Plantation	0	0	30
Plantation near ditto, in Great Laine	0	1	20
Ann of Cleve's	2	0	0
Belt, late a Part of Withdean Down	1	0	0
Ditto	1	0	0
Ditto	0	0	10

On Hollingbury Farm.

Piece, West of Castle Plantation	2	0	33
Piece in the Plantation	0	2	20
Triangle fronting House	0	0	38
Angle among the Furzes	1	3	8
Terrace Plantation	1	1	15
Upper Down Hill Plantation	3	3	33
Lower ditto	1	0	16
Castle Plantation	4	3	24
Upper Part of Downhill Plantation	3	2	9

And all and singular other the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments devised by the above-recited Will and Codicils of the said William Thomas Roe, except the said Lands taken by the London and Brighton Railway Company.

James Hodson.

The SECOND SCHEDULE to which the foregoing Act refers:

Amount.	Nature of Security.	Persons in whom now vested.
£292 s. 6 d. 8	The Residue of £4,333 6s. 8d., Louisa Georgiana Roe's One Third of £13,000, to which she became entitled under the above-mentioned Indentures of the 28th and 29th Days of May 1794, as above mentioned, after deducting the Sum of £4,041 paid to her on account thereof as above mentioned, and which Sum of £292 6s. 8d. has, by an Indenture bearing Date the 16th Day	Sir Edward Cholmeley Dering and Julius Deedes.

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Amount.	Nature of Security.	Persons in whom now vested.
	of March 1847, and made between Sir Frederick Adair Roe, Baronet, of the one Part, the above-named Sir Edward Cholmeley Dering and Julius Deedes of the other Part, been assigned by the said Sir Frederick Adair Roe, the Executor of the said Louisa Georgiana Roe, to the said Sir Edward Cholmeley Dering and Julius Deedes.	
£3,000 0 0	Secured by the above-recited Indenture of the First Day of January 1803, and assigned by the above-recited Indenture of the 1st Day of July 1819, and which Sum of £3,000 was, by the above-recited Indenture of the 24th Day of May 1843, assigned to the said Sir Edward Cholmeley Dering and Julius Deedes, and the Term of One thousand Years created and granted by the said Indenture of the First Day of January 1803 was by the said Indenture of the 24th May 1843 assigned to the above-named John Hawkins.	Sir Edward Cholmeley Dering and Julius Deedes and John Hawkins.
£6,250 0 0	Secured by the above-recited Indenture of the 10th Day of October 1824, under the Trusts of the Term of One thousand Years created by the above-recited Indenture of the 5th Day of April 1815, and which Sum of £6,250 was by the above-recited Indenture of the 24th Day of May 1843 assigned to the said Sir Edward Cholmeley Dering and Julius Deedes, and the said Term of One thousand Years was thereby assigned to the above-named Richard Bloxam.	Sir Edward Cholmeley Dering and Julius Deedes and Richard Bloxam.
£500 0 0	The said Louisa Georgiana Roe's Portion of the £2,000 directed to be raised under the Trusts of the said Term of One thousand Years created by the same Indenture of the 5th Day of April 1815, appointed to her by the Will of the above-named William Roe of the 15th Day of April 1815, and which Sum of £500 was by the above-mentioned Indenture of the 16th Day of March 1847 assigned by the said Sir Frederick Adair Roe, the Executor of the said Louisa Georgiana Roe, to the said Sir Edward Cholmeley Dering and Julius Deedes.	Sir Edward Cholmeley Dering and Julius Deedes.

Amount.	Nature of Security.	Persons in whom now vested.
£1,000 0 0	The Residue of £4,333 6s. 8d., Sir Frederick Adair Roe's One Third of the above-mentioned £13,000, and of £1,500, the Portion of the above-mentioned Sum of £2,000 appointed to him by the said Will of the said William Roe, which remained due to him as above recited, and which Sum of £1,000 was by the said Indenture of the 16th Day of March 1847 assigned by the said Sir Frederick Adair Roe to the said Sir Edward Cholmeley Dering and Julius Deedes.	Sir Edward Cholmeley Dering and Julius Deedes.
£2,000 0 0	Secured by the above-recited Indenture of Release of the 20th Day of November 1809 to the above-named Durand Rhudde, and which Sum of £2,000 was by Indenture bearing Date the 13th Day of March 1847, and made between the Reverend Henry Kebbel of Kilby in the County of Leicester, Clerk, of the First Part, Harriet Farnham of Quorndon House in the County of Leicester, Widow, of the Second Part, the said Sir Edward Cholmeley Dering and Julius Deedes of the Third Part, and the said Richard Bloxam of the Fourth Part, assigned by the said Henry Kebbel, the Executor of the said Durand Rhudde, and the said Estate comprised in the said Indenture of the 20th Day of March 1809 was by the said Indenture of the 13th Day of March 1847 conveyed by the said Harriet Farnham, the Devisee of the said Durand Rhudde, to the said Richard Bloxam.	Sir Edward Cholmeley Dering and Julius Deedes and Richard Bloxam.
£20 Annuity.	Charged on the Estates by the above-recited First Codicil to the Will of William Thomas Roe, during the Life of James Hart.	James Hart.

Richard Bloxam.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5800 S. UNIVERSITY AVENUE
CHICAGO, ILLINOIS 60637

TO: [Name]
FROM: [Name]
SUBJECT: [Subject]

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