

ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## Cap. 16.

An Act to enable the Committees of the Estate of  
*John Brown*, a Lunatic, to sell a Portion of the  
Estates whereof the said Lunatic is Tenant in Tail  
in possession. [7th August 1851.]

**W**HEREAS by certain Indentures of Lease and Release bearing Date respectively the Twelfth and Thirteenth Days of *May* One thousand eight hundred, the Release made between *William Robison* Esquire, late a Captain in Her Majesty's Twenty-fourth Regiment of Foot, (and who afterwards assumed the Surname of *Brown*, who was the Father of the said Lunatic,) of the First Part, *Elizabeth Brown* (the only Daughter of *John Brown* of *Everton* in the County of *Lancaster*, who was the Grandfather of the said *John Brown* the Lunatic, Esquire,) of the Second Part, the said *John Brown* (the Grandfather) of the Third Part, *Pudsey Dawson* and *Thomas Earle*, Esquires, of the Fourth Part, *Edward Falkner* and *Thomas Leyland*, Esquires, of the Fifth Part, and *Thomas Hinde* Esquire and *Arthur Heywood* Esquire of the Sixth Part, (being the Settlement made previous to the Marriage of the said *William Robison* (afterwards *Brown*) with the said *Elizabeth Brown*,) the said *John Brown* (the Grandfather) appointed, granted, and released to the said *Pudsey Dawson* and *Thomas Earle*, their Heirs  
[Private.]

Indentures  
dated 12th &  
13th May  
1800.



*Brown's Estate Act, 1851.*

and Assigns, all that the Manor or Lordship or reputed Manor or Lordship of *Ormesby* in the North Riding of the County of *York*, with the Rights, Royalties, Members, and Appurtenances thereof, and all those several Messuages, Cottages, Buildings, Farms, Lands, and Tenements, with the Hereditaments and Appurtenances thereto severally belonging, situate, standing, lying, and being in *Ormesby* aforesaid, and in the said County of *York*, therein particularly described, to hold the same, with their Appurtenances, unto the said *Pudsey Dawson* and *Thomas Earle*, their Heirs and Assigns, upon the Trusts, and for the Ends, Intents, and Purposes, and with and under the several Limitations, and subject to the several Provisoos, Powers, Charges, Conditions, and Restrictions therein-after for that Purpose severally limited, declared, and expressed; and by the Indenture now in recital the said *John Brown* (the Grandfather) did, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree to and with the said *Pudsey Dawson* and *Thomas Earle*, their Heirs and Assigns, that he the said *John Brown* (the Grandfather) or his Heirs should and would, at his or their own Costs and Charges, by his Surrender by him to be duly acknowledged, bearing equal Date with the said Indenture of the Thirteenth Day of *May* One thousand eight hundred, to be passed at the Halmote Court in and for the Manor of *West Derby* in the County of *Lancaster*, according to the Custom there, well and sufficiently surrender all that Close, Piece, or Parcel of Land situate and being in *Everton* aforesaid, within the Manor of *West Derby* aforesaid, containing by Estimation One Acre and Fifteen Perches of Land of the Measure there used, or thereabouts, was the same more or less, Land Customary of the yearly Rent to the Lord of the said Manor and his Heirs and Successors, of One Shilling, and all that Messuage or Dwelling House, and the other Buildings erected and built upon and also the Garden and other Improvements made and taken from and out of the said Close or Parcel of Land, all which said Premises so covenanted to be surrendered as aforesaid had been then some Time ago purchased from the Trustees and Devisees named in the last Will and Testament of *William Skelhorne*, then late of *Liverpool*, Sugar Refiner, deceased, by the said *John Brown* (the Grandfather), and were then in the actual Possession and Occupation of the said *John Brown* (the Grandfather), together with the Hereditaments and Appurtenances to the same Premises belonging, to the Intent that the Lord of the said Manor would give and regrant the same Copyhold Premises and every Part thereof unto the said *Pudsey Dawson* and *Thomas Earle*, their Heirs and Assigns, upon the Trusts, and subject to the several Provisoos, Powers, Charges, Conditions, and Restrictions, also therein-after for that Purpose limited, declared, and expressed; that is to say, to the Use, as for and concerning all the said Freehold and Copyhold Premises therein-before respectively released, appointed, and



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*Brown's Estate Act, 1851.*

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and conveyed, and covenanted to be surrendered as aforesaid, of the said *John Brown* (the Grandfather) and his Assigns for Life, with Remainder to the Use of the said *Pudsey Dawson* and *Thomas Earle* and their Heirs, during the Life of the said *John Brown* (the Grandfather), upon trust to preserve contingent Remainders; and after his Decease, to the Use of the said *Thomas Hinde* and *Arthur Heywood*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to commence from his Death, upon the Trusts therein-after declared, being Trusts for raising Pin Money for the said *Elizabeth Brown*, which have long since expired; and after the Expiration of such Term, and subject thereto, in case the said *William Robison* and *Elizabeth Brown* should be then living, to the Use of the said *William Robison* for the joint Lives of himself and the said *Elizabeth Brown*; and after the Death of the said *Elizabeth Brown*, in case the said *William Robison* should survive her, and there should be Issue of the said Marriage who should be living and continue living during his Lifetime, to the Use of the said *William Robison* for the Term of his natural Life, with Remainder to the said *Pudsey Dawson* and *Thomas Earle*, to preserve contingent Remainders; and in case the said *Elizabeth Brown* should survive the said *William Robison*, then, after the Death of the said *John Brown* (the Grandfather), if he should survive the said *William Robison*, or otherwise after the Death of the said *William Robison*, as the Case might happen, for the Use of the said *Elizabeth Brown* and her Assigns for Life, with Remainder to the Use of the said *Pudsey Dawson* and *Thomas Earle*, to preserve Remainders; but in case the said *Elizabeth Brown* should die in the Lifetime of the said *William Robison* without leaving any Issue by him, or if there should be any Issue if the same should all die under Twenty-one, then upon trust that the said *William Robison* should after the Decease of the said *John Brown* (the Grandfather) and *Elizabeth Brown*, and Failure of Issue, have such Annuity as therein mentioned; and in case there should be an eldest or only Son of such Marriage, and also One or more younger Son or Sons, Daughter or Daughters of such Marriage, then, after the Death of them the said *William Robison*, *John Brown* (the Grandfather), and *Elizabeth Brown*, to the Use of the said *Edward Falkner* and *Thomas Leyland*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence from the Decease of such Survivor; and from and after the Determination of such Terms of Ninety-nine Years and Five hundred Years, to the Use of the first and other Sons of the Bodies of the said *William Robison* and *Elizabeth Brown*, and the Heirs of the Body and Bodies of such first and other Son and Sons successively and in remainder One after the other as they should be in Seniority of Age, the elder of such Sons and the Heirs of his Body being always preferred, with  
Remainder



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Remainder to the Use of all and every the Daughter and Daughters of the Bodies of the said *William Robison* and the said *Elizabeth Brown*, and the Heirs of the Body and Bodies of such Daughters, if more than One, as Parceners or Tenants in Common, with Remainder to and for the only Use and Behoof of the said *John Brown* (the Grandfather), his Heirs and Assigns for ever; and as to the said Term of Five hundred Years, it was thereby declared, that the said *Edward Falkner* and *Thomas Leyland*, their Executors, Administrators, and Assigns, should stand possessed thereof upon the Trusts following, that is to say, upon trust, if there should be an eldest or only Son and One or more other Child or Children of the said Marriage, then, on the Decease of them the said *John Brown* (the Grandfather), *William Robison*, and *Elizabeth Brown*, by Mortgage or otherwise, to raise the Sums of Money following; *videlicet*, if there should be only One younger Son or One Daughter, a Sum of Five thousand Pounds; if there should be Two Children besides an eldest or only Son, a Sum of Seven thousand Pounds, to be equally divided between Two such Children; and if there should be Three or more Children of the Marriage, besides an eldest or only Son, a Sum of Ten thousand Pounds, to be equally divided amongst such Children, save the eldest or only Son, to be paid to such Children or Child at such Days or Times, and in such Manner and Form, and subject to such Powers and Limitations as therein expressed; that is to say, in case there should be only One such Child, besides an eldest or only Son, such Five thousand Pounds should be paid to such only Daughter or such younger Son at such Times as therein mentioned; and in case there should be Two such younger Children, then the Sum of Seven thousand Pounds should be paid between them in manner therein mentioned; and in case there should be Three or more such Children, besides an eldest Son, then such Ten thousand Pounds should be divided between them (except such eldest Son) in such Shares and Proportions, and at such Times, and with such Limitations as the said *William Robison* and *Elizabeth Brown* should in manner therein mentioned appoint, and in default of such joint Appointment then as the Survivor of them the said *William Robison* and *Elizabeth Brown* should in manner therein mentioned appoint; and in default of such last-mentioned Appointment then the same was to become divisible among all such Children (except the eldest) on their attaining Twenty-one, if Sons, and on attaining Twenty-one or Marriage, if Daughters, the same to be vested Interests at Twenty-one, if a Son, and at Twenty-one or Marriage, if a Daughter, but not to be payable until the Death of the Survivor of them the said *William Robison* and *Elizabeth Brown*: And whereas the said intended Marriage between the said *William Robison* and *Elizabeth Brown* was duly solemnized shortly after the Date and Execution of the said herein-before recited Indentures



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dentures of the Twelfth and Thirteenth Days of May One thousand eight hundred: And whereas the said Copyhold Messuages and Hereditaments were, in pursuance of the said Covenant contained in the said Indenture of Settlement, duly surrendered by the said *John Brown* (the Grandfather) to the Lord of the Manor, to the Intent that he would regrant the same to the said *Pudsey Dawson* and *Thomas Earle*, their Heirs and Assigns, to the Uses of the said Settlement, and the said *Pudsey Dawson* and *Thomas Earle* were thereupon admitted Tenants thereof accordingly: And whereas the said *William Robison* afterwards obtained Permission under the Royal Sign Manual to use the Surname of *Brown* instead of the Surname of *Robison*: And whereas the said *John Brown* (the Grandfather) duly made and executed, in manner required by Law for devising Freehold Estates of Inheritance, his last Will and Testament, dated the Eleventh Day of *May* One thousand eight hundred and nine, and thereby, after reciting the said Deeds of Settlement of the Twelfth and Thirteenth Days of *May* One thousand eight hundred, he gave, devised, and bequeathed all his Estate, Right, and Title in reversion or remainder of and in his aforesaid Freehold and Copyhold Premises, expectant on and subject to the Contingency mentioned in the said Settlement, unto his said Daughter for her natural Life, without Impeachment of Waste, with Remainder to Trustees, to preserve contingent Remainders, with Remainder, after the Decease of his said Daughter, and in default of her Issue by the said *William Robison* he thereby gave, devised, and bequeathed said Freehold and Copyhold Estate therein-before particularly described, unto the First Son of the Body of his said Daughter lawfully to be begotten by any second or after-taken Husband, and the Heirs of the Body and Bodies of such first and other Son and Sons, successively and in remainder One after the other as they should be in Seniority of Age, the elder of such Sons, and the Heirs Male of his Body, being always preferred, with Remainder to the Daughters of his said Daughter *Elizabeth* by such second or after-taken Husband, and the Heirs of their respective Bodies, as Tenants in Common; and if only One such Daughter, to the Use of such Daughter and the Heirs of her Body; and in default of any such Issue of his said Daughter by such second or after-taken Husband, he gave and devised all his said Manors, Messuages, Lands, Tenements, and Hereditaments in the County of *York*, and also his Dwelling House and other Buildings, Garden, and Two Fields, situate in *Everton* aforesaid, unto and for the Use of his Nephew *Francis Frye Brown*, the Second Son of his late Brother *Joseph Brown* of the Island of *Antigua*, then a Major in the Sixth *West India* Regiment of Foot, (provided that when he should become entitled to the Possession of the said Estates he should come and reside in *Great Britain*, but not otherwise,) and to his Assigns for his Life, Remainder to Trustees upon trust to preserve contingent

Will of John Brown (the Grandfather), dated 11th May 1809.

[*Private.*]

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Remainders,



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Remainders, with Remainder to the First and other Sons of the Body of his said Nephew, and the Heirs Male of the Body of such First and other Sons, successively and in remainder One after the other as they should be in Seniority of Age, the elder of such Sons and the Heirs of his Body being always preferred, with Remainder to the Daughters of his said Nephew *Francis Frye Brown*, and the Heirs of their respective Bodies, as Tenants in Common; and if only One such Daughter, to and for the Use of such One Daughter and the Heirs of her Body; and in default of any such Issue, and in case his said Nephew should not reside in *Great Britain* as aforesaid, with Remainder to his Nephew *William Baxter* of the Island of *Montserrat*, during his natural Life, Remainder to Trustees to preserve contingent Remainders, with Remainder to the First and other Sons of the Body of the said *William Baxter*, and the Heirs Male of the Body and Bodies of such first and other Son and Sons, successively and in remainder One after the other as they should be in Seniority of Age, the elder of such Sons and the Heirs Male of his Body being always preferred, with Remainder to the Daughters of his said Nephew *William Baxter*, and the Heirs of their respective Bodies, as Tenants in Common; and if there should be One Daughter only, to the Use of such One Daughter and the Heirs of her Body, Remainder to his the said Testator's own Right Heirs for ever; and after reciting that he had purchased a Close of Land situated at *Everton* aforesaid, and called *Wheywell*, containing One Acre and Thirty-four Perches of Land (of Eight Yards to the Perch), which he had surrendered to the Use of his Will, he the said *John Brown* (the Grandfather) thereby devised the said Copyhold Close or Parcel of Land and Premises last mentioned to the same Persons, to the same Uses, and upon the same Trusts, and subject to the same Limitations, Powers, Charges, Provisions, Conditions, and Restrictions as were particularly mentioned in the said Deed of Settlement and in the now-reciting Will with respect to the Copyhold Messuage, Lands, and Hereditaments in *Everton* aforesaid by him purchased from the Devisees of the Will of *William Skelhorne* deceased: And whereas the said *John Brown* (the Grandfather) died without altering or revoking his said Will: And whereas there was Issue of the said Marriage between the said *William Robison*, afterwards *Brown*, and *Elizabeth* his Wife, Four Children, and no more; (*viz<sup>t</sup>.*) the said *John Brown* (the Lunatic), who was the eldest Son, *Elizabeth Brown*, *William Henry Brown*, and *Charles Edward Brown*: And whereas the said *Elizabeth Brown* (the Daughter) died in the Year One thousand eight hundred and twenty-one, unmarried, and without having attained the Age of Twenty-one Years: And whereas the said *William Henry Brown* died in the Month of *December* One thousand eight hundred and twenty-seven, unmarried, having attained the Age of Twenty-one Years: And whereas the said

*William*



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*William Brown*, the Father of the said *John Brown* the Lunatic, made his last Will and Testament in Writing, duly executed and attested as by Law required for devising Freehold Estates of Inheritance, dated the Twenty-seventh Day of *May* One thousand eight hundred and thirty-three, and thereby devised a narrow Slip or Parcel of Land situate, lying, and being at *Everton*, and which the said *John Brown* purchased from *Hugh Humphreys*, and which then ran along the South Side of a Field occupied by the said *John Brown*, along with the House in which he then resided, but which he afterwards added to the said Property at *Everton*, by inclosing the same with a Stone Wall, and which Slip or Parcel of Land now forms Part of the said Property at *Everton*, to the said *John Brown* the Lunatic, and the Heirs of his Body lawfully begotten; and in default of such Issue the said Testator thereby devised the same to his said Son the said *Charles Edward Brown*, his Heirs and Assigns for ever: And whereas the said *William Brown* died without altering or revoking his said Will, and the said *Elizabeth Brown* is also long since dead: And whereas the said *Charles Edward Brown* died on the Fifteenth Day of *October* One thousand eight hundred and thirty-eight, having attained the Age of Twenty-one Years, leaving *Elizabeth Caroline Brown* (now an Infant) his only Issue him surviving: And whereas the said *Francis Frye Brown* and *William Baxter* both died many Years since, without having been married: And whereas by an Order of the High Court of Chancery, dated the Third Day of *December* One thousand eight hundred and forty-seven, made in a Cause wherein the said *Elizabeth Caroline Brown* the Infant was Plaintiff, and *Joseph Heselton* and *Elizabeth Mary* his Wife were Defendants, it was ordered that the said *Elizabeth Mary Heselton* be appointed the Guardian of the said Infant *Elizabeth Caroline Brown*: And whereas no Part of the said Sum of Ten thousand Pounds has been raised: And whereas under the Circumstances aforesaid the said *John Brown* the Lunatic is entitled as Tenant in Tail in possession to the said Freehold and Copyhold Hereditaments comprised in the said Indenture of Settlement, and to the said Copyhold Close called *Wheywell*, devised by the Will of the said *John Brown* (the Grandfather), with Remainder to the said *Elizabeth Caroline Brown*, as Tenant in Tail General, with divers Remainders over: And whereas the said *John Brown* the Lunatic is now Tenant in Tail in possession of the said Slip of Land which was so devised by the Will of the said *William Brown* as aforesaid, with Remainder to the said *Elizabeth Caroline Brown*, in Fee Simple: And whereas the Property at *Everton* aforesaid, to which the said *John Brown* the Lunatic is entitled as aforesaid as Tenant in Tail in possession under the said Indenture of Settlement and the said respective Wills of the said *John Brown* and *William Brown*, is all of Copyhold Tenure held of the Manor of *West Derby* aforesaid, and the same consists of the Messuage or Dwelling House

Order of  
Court of  
Chancery  
dated 3d  
Dec. 1847.



*Brown's Estate Act, 1851.*

John Brown found a Lunatic by Inquisition taken 7th Mar. 1839.

R. H. Jones and S. H. Thompson became Committees of the Estate of the Lunatic, 5th May 1840.

Order referring it to Master as to applying for Act, dated 23d Nov. 1850.

Master's Report thereupon, dated 5th March 1851.

and Garden and Land particularly described in the Schedule hereto annexed: And whereas by an Inquisition taken on the Seventh Day of *March* One thousand eight hundred and thirty-nine, under a Commission of Lunacy duly issued for that Purpose, the said *John Brown*, the Son of the said *William Brown* and *Elizabeth Brown*, was found to be a Lunatic, and to have been in the same State of Lunacy from the First Day of *August* One thousand eight hundred and twenty-eight: And whereas by Letters Patent dated the Fifth Day of *May* One thousand eight hundred and forty the Care and Management of the Estate of the said *John Brown* the Lunatic were granted to *Richard Heywood Jones*, then of *Liverpool* aforesaid, Banker, but now of *Badsworth Hall* in the County of *York*, Esquire, and *Samuel Henry Thompson*, then of *Liverpool* aforesaid, Banker, but now of *Thingwall Hall* in the County of *Lancaster*, Esquire, who thereby became the Committees of the Estate of the said *John Brown* the Lunatic: And whereas by an Order made by the Lord High Chancellor of *Great Britain* in the Matter of the Lunacy of the said *John Brown*, and upon the Petition of the said *Richard Heywood Jones* and *Samuel Henry Thompson*, and dated the Twenty-third Day of *November* One thousand eight hundred and fifty, it was amongst other things referred to the Masters in Lunacy to inquire and certify, jointly or severally, whether it would be fit and proper, and for the Benefit of the said *John Brown* the Lunatic, that Application should be made to Parliament by the said *Richard Heywood Jones* and *Samuel Henry Thompson*, as such Committees, for an Act or Acts authorizing the Sale of the said Messuages, Lands, and Hereditaments in *Everton*, and for the laying out the Money to arise from the said Sale in the Purchase of Lands, to be settled to the same Uses, or otherwise, and for the other Purposes therein mentioned, or for either and which of the before-mentioned Purposes: And whereas, in pursuance of the said Order, *Francis Barlow* Esquire, One of the said Masters in Lunacy, by his Report in the Matter of the said Lunacy, dated the Fifth Day of *March* One thousand eight hundred and fifty-one, after stating the Title of the said *John Brown* the Lunatic under the said Settlement and Wills respectively, certified his Opinion that it would be fit and proper, and for the Benefit of the said *John Brown* the Lunatic, that Application should be made to Parliament by the said Committees of his Estate for an Act of Parliament authorizing the Sale of the said Messuage, Lands, and Hereditaments at *Everton* aforesaid, and of the Messuage and other Buildings erected thereon, as to Part of which he was Tenant in Tail in possession subject to such Term of Five hundred Years, and as to the Remainder whereof he was Tenant in Tail in possession as aforesaid, and for the laying out the Money to arise from such Sale in the Purchase of Lands, to be settled to the same Uses, and also for another Purpose therein mentioned: And whereas by an Order



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Order of the Lord High Chancellor made in the Matter of the said Lunacy, and dated the Fourteenth Day of *March* One thousand eight hundred and fifty-one, it was ordered that the Master's said Report of the Fifth *March* One thousand eight hundred and fifty-one should be confirmed; and it was further ordered, that the said *Richard Heywood Jones* and *Samuel Henry Thompson*, as Committees of the Estate of the said *John Brown*, should be at liberty, at the Costs and Charges of such Estate, to apply to Parliament for Leave to bring in a Bill, and take all necessary Steps for obtaining such Bill to be passed into a Law, to empower them, or the Committee or Committees for the Time being of the Estate of the said *John Brown*, or Trustees to be appointed for that Purpose, to sell and dispose of the Messuage, Lands, and Hereditaments at *Everton* within the Manor of *West Derby* in the County of *Lancaster*, and of the Messuage and other Buildings erected thereon, as to Part of which the said *John Brown* is Tenant in Tail in possession subject to a Term of Five hundred Years, and as to the Remainder whereof he is Tenant in Tail in possession, as the Lord High Chancellor of *Great Britain*, or the Lord Keeper or Lords Commissioners of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic, idiot, or of unsound Mind, should from Time to Time order and direct, or with the Approbation of the Masters in Lunacy, jointly or severally, as the Lord Chancellor should from Time to Time order and direct, and for enabling the said Petitioners, or such Committee or Committees, or such Trustees as aforesaid, under the Direction of such Lord High Chancellor or other Persons intrusted as aforesaid, to lay out and invest the Purchase Money to arise from such Sale or Sales in the Purchase of other Lands and Estates, to be settled to such of the Uses as would for the Time being be subsisting in the said Estate at *Everton*, in case the same had not been sold, or otherwise to apply and dispose of the same, and also for such other Purpose as therein mentioned; and it was further ordered, that it be referred to the Masters in Lunacy, who were jointly or severally to settle and approve of the necessary Clauses and Provisions to be inserted in the Bill to be brought into Parliament for the several Purposes therein aforesaid: And whereas *Francis Barlow* Esquire, One of the Masters in Lunacy, hath, as directed by the said Order of the Fourteenth Day of *March* One thousand eight hundred and fifty-one, settled and approved of the Draft of this Act: And whereas, inasmuch as the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament, Your Majesty's most dutiful and loyal Subjects the said *Richard Heywood Jones* and *Samuel Henry Thompson*, as Committees of the Estate of the said *John Brown* the Lunatic, on behalf of the said *John Brown* the Lunatic, do most humbly beseech Your Majesty

Order confirming Report, dated 14th March 1851.

Master's Approval of Bill.

[Private.]

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that



*Brown's Estate Act, 1851.*

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 the present Parliament assembled, and by the Authority of the same,

Committees,  
under the  
Direction of  
the Lord  
Chancellor  
or Masters  
in Lunacy,  
empowered  
to sell the  
Everton  
Estate.

I. That from and after the passing of this Act it shall and may be lawful for the said *Richard Heywood Jones* and *Samuel Henry Thompson*, whilst they shall continue the Committees of the Estate of the said *John Brown* the Lunatic, and after they shall cease to be such Committees for the Committees or Committee for the Time being of the Estate of the said *John Brown* the Lunatic, and they and he are hereby authorized and empowered, at any Time or Times during the Life of the said *John Brown* the Lunatic, to make sale and absolutely dispose of, as the Lord High Chancellor of *Great Britain* shall, by any Order or Orders to be made from Time to Time in the Matter of the said Lunacy, order and direct, or with the Approbation of the Masters in Lunacy, jointly or severally, as the Lord High Chancellor shall from Time to Time order and direct, all or any Part or Parts of the Messuage or Dwelling House and other Hereditaments and Premises settled and devised by the herein-before recited Settlement and Wills, and which are comprised in the Schedule to this Act annexed, with their respective Rights, Members, and Appurtenances, and the Fee Simple and Inheritance of the same, according to the Custom of the said Manor of *West Derby* whereof the same are holden, and subject to the Rents, Fines, Heriots, Duties, and Services due and payable in respect of the same, according to the Custom of the said Manor.

Mode of  
Sale.

II. That it shall be lawful for the said Committees or Committee for the Time being, by such Order and Direction or with such Approbation as aforesaid, to make any such Sale or Sales as aforesaid, altogether or in different Lots or Parcels, and either at One Time or at several Times, and either by Public Sale or Auction or by Private Contract, and generally in such Way and Manner as shall be deemed most fit and expedient, and to determine and fix the Amount of the Purchase Money for which the said Hereditaments or any Part thereof shall be sold by Private Contract, and to fix a reserved Bidding or Biddings on any Sale thereof or of any Part thereof by Public Auction, and to make any special Conditions, or Stipulations on any Sale of such Hereditaments and Premises or any Part thereof by Public Auction, or in any Particulars of Sale by which the said Hereditaments and Premises or any Part thereof may be proposed to be sold, or in any Contract for the Sale thereof or of any Part thereof, as to the Title to be required by or furnished to the Purchaser or Purchasers, or the Evidence to be produced in support of the same, or as to the Description and Particulars of the Buildings.

to,



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to be erected on the Land sold, or as to the Maintenance by any Purchaser, in whole or in part, of any Squares, Circuses, or other open Spaces, Streets, Roads, Ways, Passages, Avenues, Sewers, or other Conveniences, or otherwise, as shall be deemed expedient, and also to buy in the same Hereditaments and Premises, or any Part or Parts thereof, at any Sale or Sales thereof by Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale thereof, whether upon a Sale by Public Auction or by Private Contract, and to resell the Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being responsible for any Loss or Diminution in Price which may be occasioned thereby.

III. That it shall be lawful for the said Lord High Chancellor, by any such Order or Orders as aforesaid, to give such Powers and Authorities to the said Committees or Committee for the Time being, to be exercised by them or him with the Approbation of the Masters in Lunacy, jointly or severally, as the Lord High Chancellor shall deem expedient or necessary for the Purpose of any Sale or Sales under the Provisions of this Act.

Power for the Lord Chancellor by Order to give Powers to Committees for the Purpose of any Sale.

IV. That it shall and may be lawful for the Lord High Chancellor, by any Order or Orders to be by him from Time to Time made in the Matter of the said Lunacy, to authorize and empower the said Committees or Committee for the Time being, with the Approbation of the Masters in Lunacy, jointly or severally, to mark, set out, and appropriate any Part or Parts of the Lands or Grounds hereby authorized to be sold as open Spaces for Squares, Circuses, or otherwise, or for the Site of a Church, or for public or private Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, or other Easements or Conveniences for the better Sale of the other Portions of the said Estate, or for the Accommodation of the Purchaser or Purchasers or of the Public, and to convey or abandon and give up the same accordingly, with or without any Consideration, and to pave such Streets with proper Footpaths and otherwise, and to construct proper Sewers in or under the said Lands or Grounds or any Part thereof, and to pay the whole or any Part of the Charges and Expenses of such paving and seweraging out of any Monies or Funds belonging to the Estate of the said *John Brown* the Lunatic, the same to be repaid to such Estate as herein-after provided.

Power for the Lord Chancellor by Order to empower Committees, with Masters Approbation, to appropriate Part of Lands authorized to be sold for Squares, &c.

V. That upon Payment in the Manner herein-after directed of the Monies to arise from the Sale or other Disposition of the said Messuage, Lands, Grounds, and other Hereditaments, or any Part thereof,

Power to Committees on Payment of Monies to arise from



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Sale to sur-  
render Copy-  
hold Heredi-  
taments.

thereof, hereby authorized to be sold, it shall and may be lawful for the said Committees or Committee for the Time being to surrender or otherwise assure, according to the Custom of the said Manor, the Hereditaments which shall be sold unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs or Assigns, or as he, she, or they shall direct or appoint, at the Will of the Lord or Lords or Lady or Ladies thereof, and according to the Custom of the said Manor, subject to the Rents, Fines, Heriots, Duties, and Services due, payable, and accustomed for the same, but freed and discharged from the Estate Tail therein of the said *John Brown* the Lunatic, and all the Estates and Interests in remainder or reversion or expectant on the Determination of such Estates Tail: Provided always, that every such Surrender and Assurance shall be settled and approved of by the Masters in Lunacy, jointly or severally.

Power to the  
Lord Chan-  
cellor by  
Order to  
empower  
Committees,  
with Mas-  
ters Appro-  
bation, to  
contract for  
Enfranchise-  
ment of  
Copyholds  
held of  
Manor of  
West Derby.

VI. That it shall be lawful for the Lord High Chancellor, by an Order or Orders to be from Time to Time made in the Matter of the said Lunacy, to authorize and empower the said Committees or Committee for the Time being, with the Approbation of the Masters in Lunacy, jointly or severally, to contract for and accept from the Lord or Lords, Lady or Ladies, of the said Manor of *West Derby*, an Enfranchisement of the said Copyhold Messuage and Hereditaments hereby authorized to be sold, or any Part thereof, and to pay, out of any Monies or Funds belonging to the Estate of the said *John Brown* the Lunatic, such Sum of Money as shall be agreed on as the Consideration for such Enfranchisement; and every Deed of Enfranchisement which shall be executed by the Lord or Lords, Lady or Ladies, of the said Manor, of the said Hereditaments or any Part thereof, shall be valid and effectual for the Purpose of enfranchising the same; and the Hereditaments so enfranchised shall, after such Enfranchisement, become and be in all respects of Freehold Tenure, and shall be held and enjoyed and sold and conveyed under the Provisions of this Act as Lands of Freehold Tenure; and for the Purposes of such Enfranchisement the several Provisions of the Act Fourth and Fifth *Victoria*, Chapter Thirty-five, intituled *An Act for the Commutation of certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure*, and of the Act Sixth and Seventh *Victoria*, Chapter Twenty-three, intituled *An Act to amend and explain an Act for the Commutation of certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure*, with respect to the Enfranchisement of Copyholds by Lords and Ladies



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Ladies of Manors under Disability, or seised of a Manor for an Estate less than an absolute Estate of Inheritance in Fee Simple, shall be deemed and taken to be incorporated with this Act.

VII. That it shall be lawful for the said Lord High Chancellor, by any Order or Orders to be from Time to Time made in the Matter of the said Lunacy, to authorize and empower the said Committees or Committee for the Time being, with the Approbation of the Masters in Lunacy, jointly or severally, to enter into and upon the said Lands and Hereditaments hereby authorized to be sold, or such Parts thereof as shall for the Time being remain unsold, and to take and pull down or cause to be taken and pulled down the said Messuage or Dwelling House and all Buildings connected therewith, and all other Buildings standing and being in or upon the same Lands and Hereditaments or any Part thereof, without being in any way liable to any Action or Actions for Trespass or Waste, or for Damages in respect thereof, and to sell and dispose of the Bricks, Stone, Timber, Fittings, and other Materials of such Messuage and Buildings, at such Time and in such Manner, and with such Conditions and Stipulations as to the Time of Payment of the Purchase Money and the Removal of the Materials sold, and otherwise, as shall be deemed expedient; and that all and every the Sums of Money which shall arise or be produced from such Sale or Disposition of such Materials shall be paid to the said Committees or Committee for the Time being, whose Receipt shall be a sufficient Discharge for the same.

Power to the Lord Chancellor by Order to empower Committees, with Masters Approbation, to enter on Hereditaments authorized to be sold, and to pull down Messuage and Buildings thereon, and to sell the Materials.

VIII. That all and singular the Monies to arise by or from any Sale or Sales to be made in pursuance of this Act of the said Messuage or Dwelling House, Land and other Hereditaments, hereby authorized to be sold, or of any Part thereof, and all Monies to be paid on the rescinding of any Contract or in respect of any Deposit or Damage in any Contract, or otherwise, under the Powers or Provisions of this Act, shall be paid by the Purchaser or Purchasers of the said Hereditaments and Premises, or by the Party making such Payment, as the Case may be, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there to the Credit of the said Lunacy, to an Account to be entitled *ex parte* "The Purchaser or Purchasers of the *Everton* Estate," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Twenty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that all and every the Sums or Sum of Money received as aforesaid by the said Committees or

Purchase Monies to be paid into Bank of England;

[*Private.*]



*Brown's Estate Act, 1851.*

Committee for the Time being from the Sale or Disposition of such Materials as aforesaid shall be by them or him in like Manner paid to the Credit of the said Lunacy, to an Account entitled "The *Everton* Real Estate Account."

Certificate of the Accountant General to be a good Discharge,

IX. That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of any One of the Cashiers of the Bank of *England* thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment by any Purchaser or Purchasers or other Person or Persons of his, her, or their Purchase or other Monies into the Bank of *England* as herein-before directed, shall be and be deemed and taken to be a good and sufficient Discharge to such Purchaser or Purchasers, or other Person or Persons, and his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, and that upon filing such Certificate and Receipt as aforesaid such Purchaser or Purchasers, or other Person or Persons, his, her, or their Heirs, Executors, Administrators, and Assigns, shall be, and he, she, and they is and are hereby absolutely acquitted and discharged of and from the Monies therein expressed or acknowledged to be received or paid, and every Part thereof, and shall not be answerable for any Loss or Misapplication thereof, nor be bound or concerned to see to the Application thereof or of any Part thereof.

Lord High Chancellor to make Orders for Payment and Taxation of Costs.

X. That it shall be lawful for the Lord High Chancellor of *Great Britain* to make such Order or Orders from Time to Time in the Matter of the said Lunacy as he shall think fit for taxing or otherwise ascertaining and settling all Costs, Charges, and Expenses which have been or shall be incurred in or incidental to the preparing, obtaining, and passing this Act; and in, about, or incidental to, the making and completing the Sales of the said Messuage, Land, and Hereditaments at *Everton* aforesaid, or any Part thereof, and any Treaty or Negotiation for the same, and the paving, seweraging, and other Matters and Things to be made and done in pursuance of the Powers and Authorities herein contained in and about and with reference to such Property, and the Costs, Charges, and Expenses of all Proceedings before the Lord High Chancellor or the Masters in Lunacy in or about or incident to the Powers and Authorities given by this Act with reference to the said Messuage, Land, and Hereditaments at *Everton* aforesaid, or the Application or Disposition of the Purchase Monies thereof or any Part thereof, or otherwise in or about or incidental to the carrying into execution this Act and the Trusts and Purposes thereof with reference to the said Messuage, Land, and Hereditaments at *Everton* aforesaid, and also from Time to Time to make such Order or Orders as he shall think fit for the Payment of such Costs,  
Charges,



*Brown's Estate Act, 1851.*

Charges, and Expenses so taxed or otherwise ascertained and settled as aforesaid, out of the Monies which shall from Time to Time be paid into the Bank of *England* under or by virtue of the Provisions of this Act, or out of the Monies to arise by the Sale of any Bank Annuities purchased therewith, or out of any Monies for the Time being belonging to the Estate of the said *John Brown*, the same to be subsequently repaid out of such Monies as aforesaid, and also from Time to Time out of any such Monies as aforesaid to order Repayment to the Estate of the said *John Brown* the Lunatic of all Sums which shall have been paid thereout for such Costs, Charges, Expenses, and paving and seweraging as aforesaid.

XI. That it shall be lawful for the Lord High Chancellor, by any Order or Orders to be from Time to Time made by him in the Matter of the said Lunacy, to apportion into Two Portions, or to direct the Apportionment into Two Portions by the Masters in Lunacy jointly or severally, or otherwise as he shall think fit, of the Residue, after Payment thereout of such Costs, Charges, and Expenses as aforesaid, of all such Monies as shall be paid into the Bank of *England* pursuant to this Act in respect of the said Property at *Everton*, and that One of such Portions shall be apportioned in respect of and according to the Value of the said Slip of Land and Hereditaments devised by the said Will of the said *William Brown*, the Father of the said Lunatic, and the Buildings thereon; and it shall be lawful for the Lord High Chancellor, by any such Order or Orders as aforesaid, to order that out of such last-mentioned Portion there shall be repaid to the Estate of the said *John Brown* the Lunatic any Sum or Sums of Money which shall have been paid thereout for the Enfranchisement of the said Slip of Land and Hereditaments so devised by the said Will of the said *William Brown*, or any Part thereof, in pursuance of the Provisions herein contained, and to order the Residue of such Portion to be laid out and invested in the Purchase of Freehold Messuages, Lands, Tenements, or Hereditaments situate in *England* or *Wales*, and that the Messuages, Lands, Tenements, or other Hereditaments which shall be so purchased as aforesaid shall be conveyed and assured unto and to the Uses declared by the said Will of the said *William Brown* of the said Slip of Land and Hereditaments thereby devised as aforesaid, or such of such Uses as shall be then subsisting and capable of taking effect, every such Conveyance and Assurance to be settled by the Masters in Lunacy jointly or severally; and as to the other of such Portions, the same shall be apportioned in respect of and according to the Value of the other Hereditaments so sold, that is to say, those comprised in the said Indentures of Settlement of the Twelfth and Thirteenth Days of *May* One thousand eight hundred,

Application  
of Purchase  
Monies.



*Brown's Estate Act, 1851.*

hundred, and in the said Will of the said *John Brown*, the Grandfather of the said Lunatic, and the Buildings thereon; and it shall be lawful for the Lord High Chancellor, by any such Order or Orders as aforesaid, to order that out of such last-mentioned Portion there shall be repaid to the Estate of the said *John Brown* the Lunatic any Sum or Sums of Money which shall have been paid thereout for the Enfranchisement of the last-mentioned Hereditaments, or any Part thereof, in pursuance of the Provisions herein contained, and to order the Residue of such last-mentioned Portion or a competent Part thereof to be applied, as far as the same will extend, in Payment of the said Sum of Ten thousand Pounds charged for the Portions of younger Children on the said Estates comprised in the said Indenture of Settlement of the Thirteenth Day of *May* One thousand eight hundred as herein-before mentioned; and to order the Residue or Surplus of any of such last-mentioned Portion to be laid out and invested in the Purchase of Freehold Messuages, Lands, Tenements, or Hereditaments situate in *England* or *Wales*, and that the Messuages, Lands, Tenements, or other Hereditaments which shall be so purchased as last aforesaid shall be conveyed and assured unto and to the Uses declared by the said Indenture of Settlement of the Thirteenth Day of *May* One thousand eight hundred, and by the said Will of the said *John Brown*, the Grandfather, of and concerning the Hereditaments therein comprised; subject to and in remainder after the said Term of Five hundred Years, or such of such Uses as shall be then subsisting and capable of taking effect, every such Conveyance and Assurance to be settled by the Masters in Lunacy jointly or severally.

Until the Purchases made, the Monies to be invested in Bank Three per Cent. Annuities.

XII. That in the meanwhile it shall be lawful for the Lord High Chancellor, by any such Order or Orders as aforesaid, to order and direct that the Monies paid into the Bank of *England* under or in pursuance of this Act, or so much thereof as shall not have been otherwise applied and disposed of according to the Directions herein contained, shall be laid out by the said Accountant General in his Name in the Purchase of Bank Three Pounds *per Cent.* Annuities in trust in the said Lunacy to the said Account entitled "*The Everton Real Estate Account*," or otherwise as the Lord High Chancellor shall think fit, and to order the Dividends and Proceeds arising from such Investment to be applied from Time to Time for the Purposes to which the Rents, Issues, and Profits of the Hereditaments from the Sale whereof the said Funds shall have arisen would be applicable if the said Sale had not taken place.

Proceedings before the Chancellor

XIII. That all Proceedings under this Act before the Lord High Chancellor and the Masters in Lunacy shall be deemed and taken to



*Brown's Estate Act, 1851.*

to be Proceedings in the Matter of the Lunacy of the said *John Brown*, and be subject to the General Orders, Rules, and Regulations affecting such Proceedings.

and Masters to be deemed Proceedings in the Lunacy.

XIV. That wherever the Expression "the Lord High Chancellor" occurs in this Act, the same shall be construed as and be taken to mean the Lord High Chancellor of *Great Britain*, or the Lord Keeper or Lords Commissioners of the Great Seal of *Great Britain*, or other the Person or Persons for the Time being intrusted with the Care and Commitment of the Custody of the Persons and Estates of Persons found lunatic, idiot, or of unsound Mind; and wherever the Expression "the Masters in Lunacy" occurs in this Act, the same shall be construed as and taken to mean the Person or Persons for the Time being exercising the Jurisdiction and Functions now exercised by the Masters in Lunacy.

Meaning of Expression "the Lord High Chancellor."

XV. That all Sales, Enfranchisements, and Conveyances, which shall be made under and in pursuance of this Act shall be binding and conclusive upon the said *John Brown* the Lunatic and the Heirs of his Body, and the said *Elizabeth Caroline Brown* and the Heirs of her Body, and her Heirs General, and the several other Persons to whom any Estate or Interest in the said several Estates and Hereditaments has been limited or devised, or hath descended or devolved, or shall descend or devolve, under or by virtue of the said Indentures of the Twelfth and Thirteenth Days of *May* One thousand eight hundred, the said Will of *John Brown* the Grandfather, and the said Will of *William Brown* the Father, or any or either of them, and also upon the Heirs General of the said *John Brown*: Provided always, that nothing herein contained shall in any way release, discharge, prejudice, or affect the said Sum of Ten thousand Pounds charged on the said Hereditaments, or the Interest thereof, or the said Term of Five hundred Years limited by the said Settlement for the Purpose of raising the same, but the same or so much thereof as shall not for the Time being be paid off and discharged shall continue and be a Charge upon the said Hereditaments in the same Manner as if this Act had not passed: Provided always, that if it shall be necessary or expedient for any of the Purposes of this Act, it shall be lawful for the Lord High Chancellor, by any Order or Orders in the Matter of the said Lunacy, to order any Part of the Funds or Monies belonging to the Estate of the said *John Brown* the Lunatic to be applied in Payment to the Person or Persons entitled thereto of the said Sum of Ten thousand Pounds, or so much thereof as shall for the Time being remain unpaid, and that so much of the said Sum of Ten thousand Pounds as shall be so paid out of the Estate of the said *John Brown* the Lunatic shall from and after such Payment be a subsisting Charge for the Benefit of the said

All Sales, &c. under Act to be binding on the Lunatic and the Heirs of his Body and Remainder Men.

Act not to affect the 10,000*l.* or Interest, or the Term limited by Settlement for securing same.

Power for the Lord Chancellor by Order to order any Part of the Funds of the Lunatic to be applied in Payment of the 10,000*l.*

[*Private.*]



*Brown's Estate Act, 1851.*

*John Brown*, his Executors, Administrators, and Assigns, on such of the Hereditaments charged with the said Sum as shall for the Time being remain unsold under the Provisions of this Act, and in the Purchase Monies produced from the Sale of any Part of the said Hereditaments under the Provisions of this Act, but nevertheless so as that the Execution of the Trusts and Purposes of this Act shall not thereby be impeded.

General  
Saving.

XVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, other than and except the said *John Brown* the Lunatic, and his Heirs General, and the Heirs of his Body, and other than and except the said *Elizabeth Caroline Brown*, and her Heirs General, and the Heirs of her Body, and all other Person or Persons to whom any Estate or Interest in the said Hereditaments by way of Remainder or Reversion has been limited or devised, or hath descended or devolved, or shall descend or devolve, under or by virtue of the said Indentures of the Twelfth and Thirteenth Days of *May* One thousand eight hundred, the said Will of *John Brown* the Grandfather, and the said Will of *William Brown* the Father, or any or either of them, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, or upon the said Hereditaments respectively, and every or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

Act how to  
be cited.

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

XVII. That in citing this Act in legal Proceedings and otherwise it shall be sufficient to use the Expression "*Brown's Estate Act, 1851;*" and that this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.



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*Brown's Estate Act, 1851.*

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The SCHEDULE to which this Act refers.  

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Property at **EVERTON** within the **MANOR of WEST DERBY** in the  
County of **LANCASTER**.

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(This Property is Copyhold of the Manor of West Derby.)

A Messuage or Dwelling House and Garden and Land situate on the West Side of the Road called the Netherfield Road South, leading from Liverpool, through Everton, to Kirkdale, and abutting on such Road, and the whole of which Property was formerly in the Occupation of the said William Brown, and the said House and Garden are now in the Occupation of the Reverend Cecil Wray, as Tenant from Year to Year, at the yearly Rent of Fifty Pounds, and a Part of the said Land is now in the Occupation of Thomas Ferrabee, as Tenant from Year to Year, at the yearly Rent of Nine Pounds, with Power for the Landlord to determine the Tenancy by giving Three Months Notice, in case the Premises are required for Building Purposes. The Residue of the said Land (such Residue being the greater Part) is unoccupied and unproductive of Income. The said Messuage or Dwelling House, Garden and Land, front on the East End thereof to the said Road called the Netherfield Road South, and are bounded on the North and on the West and on the South Sides thereof by Land belonging to other Persons, and have a Frontage to the said Road called the Netherfield Road South of about Seventy-five Yards, and increase in Width from the said Road called the Netherfield Road South to the West End thereof, and have a Depth of upwards of Three hundred Yards, and contain altogether about Twenty-four thousand Square Yards of Land.

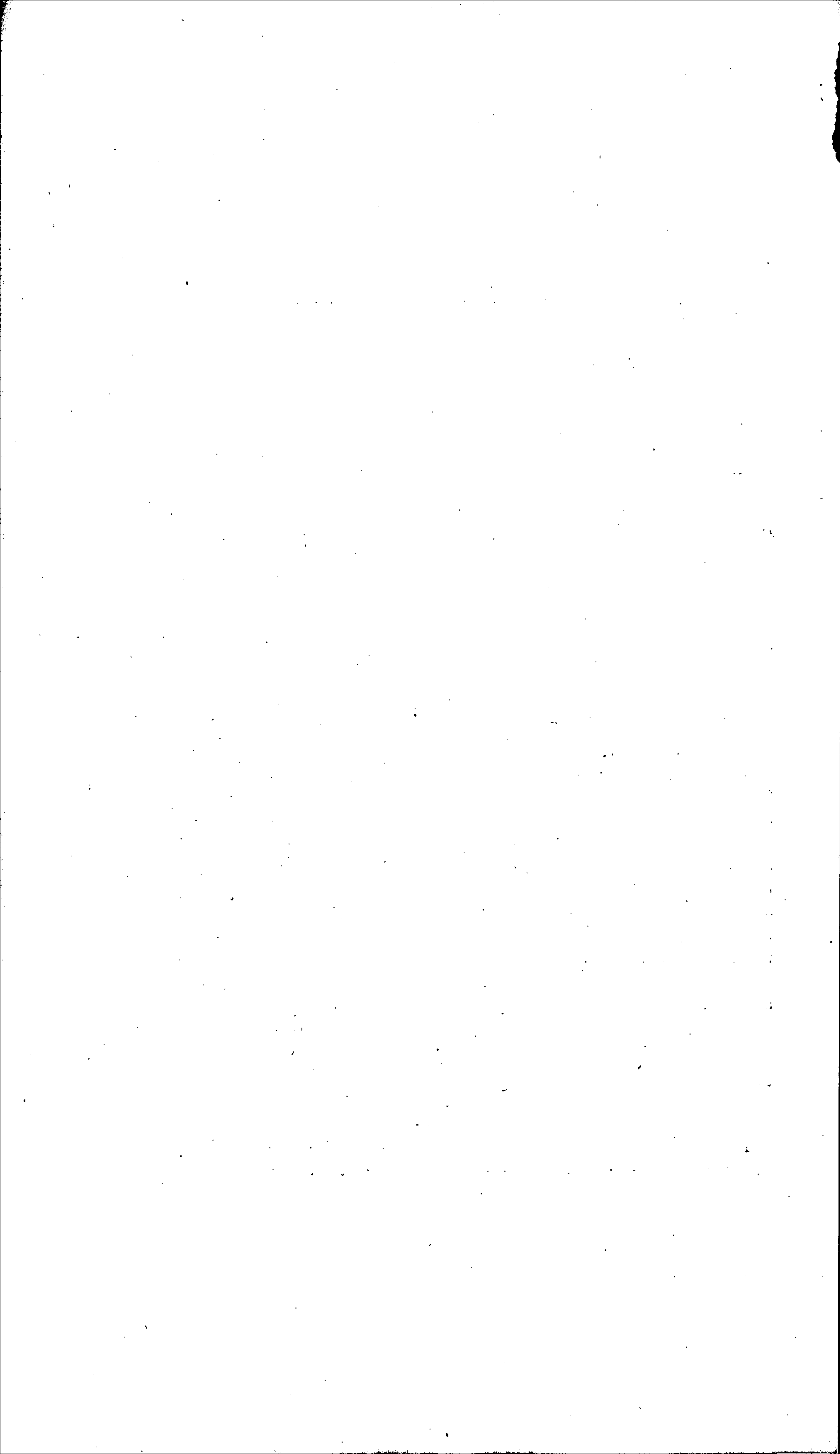
*Willm Wood.*

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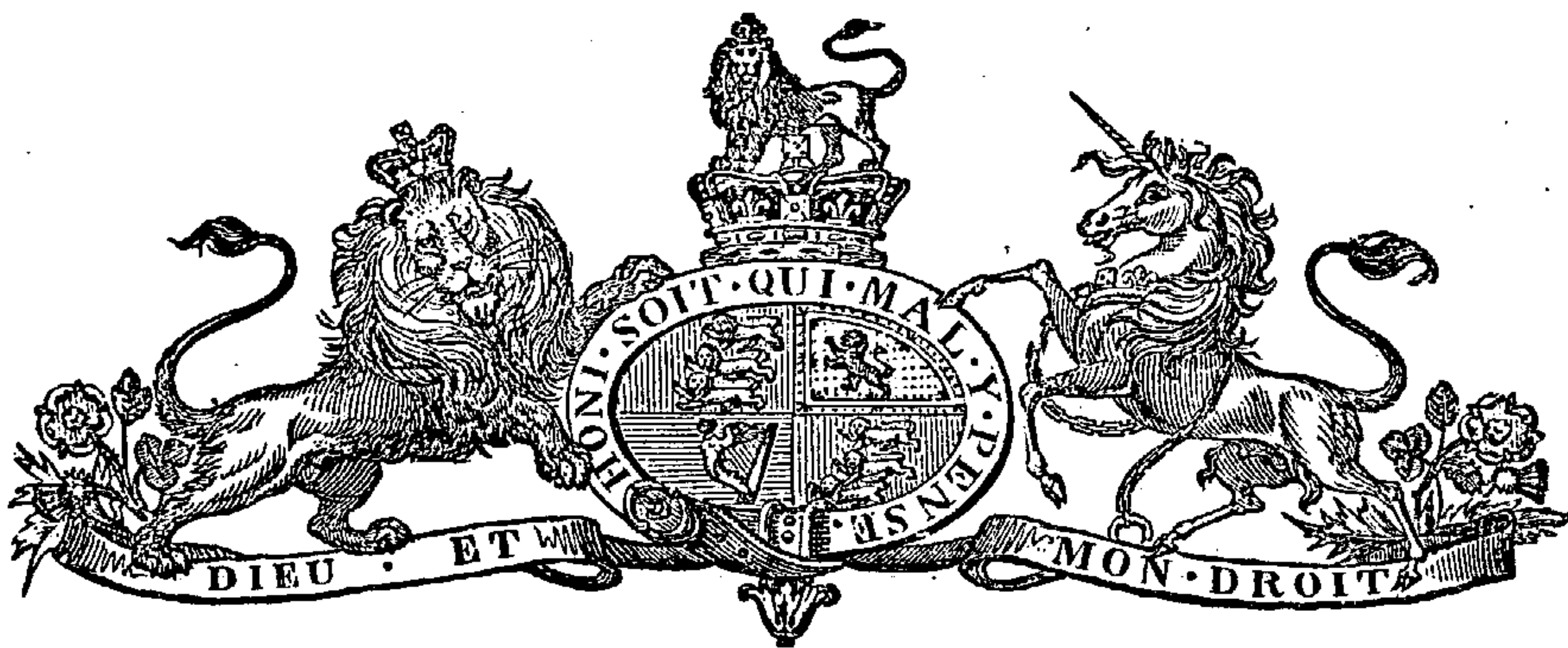
LONDON:

Printed by **GEORGE EDWARD EYRE** and **WILLIAM SPOTTISWOODE**,  
Printers to the Queen's most Excellent Majesty. 1851.









ANNO DECIMO QUARTO & DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## Cap. 17.

An Act for explaining and modifying the Provisions of the Deed of Constitution of *Dorward's* House of Refuge for the Destitute in *Montrose*, and of the Trust Disposition and Settlement of *William Dorward* Merchant in *Montrose*, and Codicils thereto, and for incorporating and enlarging and defining the Powers of the Managers of the said House of Refuge, and for other Purposes relating thereto. [7th August 1851.]

**W**HEREAS *William Dorward* deceased, Merchant in *Montrose*, by Disposition and Assignation or Deed of Constitution, dated the Sixteenth and recorded in the Books of Council and Session at *Edinburgh* the Twentieth Days of *February* One thousand eight hundred and thirty-eight, gave, granted, and disposed to and in favour of the Reverend *William Nixon*, Minister of *Saint John's* Parish, *Montrose*, the Reverend *John Dodgson*, then Clergyman of *Saint Peter's* Episcopal Chapel of *Montrose*, *Alexander Watson*, then residing in *Union Place*, *Montrose*, *Charles Barclay*,

Deed of Constitution for the Erection and Endowment of "*Dorward's* House of Refuge for the Destitute," dated 16th Feb. 1838.

[Private.]



*Dorward's Estate.*

*John Paton, James Clark, William Sim, and John Guthrie*, all Merchants in *Montrose*, *John Barclay junior*, Banker in *Montrose*, *William Smith senior*, Builder in *Montrose*, *Robert Anderson Wright* and Joiner in *Montrose*, and *Robert Moodie Kirk* Treasurer of *Montrose*, who should be held and considered as acting on his Behalf; to *George Crawford* Merchant in and then Provost of *Montrose*, *Patrick Mason* Merchant in and then First Bailie of the said Burgh, *William Gordon* Merchant, and *Robert Robertson*, also Merchant, both in *Montrose*, and then Councillors of the said Burgh, who should be held and considered as acting for and in Name and Behalf of the Magistrates and Town Council of *Montrose*; to the Reverend Doctor *Robert Smith* First Minister, and the Reverend Doctor *Joseph Paterson* Second Minister of the Parish of *Montrose*, and *James Calvert* and *James Hay*, both Teachers in *Montrose* and Elders of the Kirk Session of *Montrose*, who should be held and considered as acting for and in Name and Behalf of the Kirk Session of *Montrose*; and to *Alexander Renny Tailyour* of *Borrowfield*, *Arthur Anderson* of *Kinnaber* and *Charleton*, *James Inverarity* of *Rosemount*, and *James Burnes* of *Rennyfield*, One of the Town Clerks of *Montrose*, who should be held and considered as acting for and in Name and Behalf of the Heritors of the Landward Part of the Parish of *Montrose*; and to the Survivors and Survivor, Acceptors and Acceptor of the whole of the Persons before named, and to those who might be elected or chosen in manner therein and herein-after expressed, and that as Managers to and for the special Uses, Ends, and Purposes, and with and under the express Burdens, Conditions, Provisions, Declarations, Rules, and Regulations therein mentioned, and to their Assignees, the several Sums of Money and Securities particularly therein mentioned, which Sums and Securities, amounting to Eight thousand five hundred and fifty Pounds, the said *William Dorward*, upon the Date of the said Deed of Constitution, delivered over to the Managers before named, along with the further Sum of One thousand four hundred and fifty Pounds, so as to complete the Principal Sum of Ten thousand Pounds, but which Deed of Constitution was thereby declared to be granted by him with and under the express Burdens, Conditions, Provisions, and Declarations, Rules and Regulations, and to and for the special Uses, Ends, and Purposes therein mentioned, and, *inter alia*, that the Managers before named, and those who might be elected or chosen as after mentioned, should be obliged out of the first and readiest of the said Sum of Ten thousand Pounds, and within Twelve Months from the Date of the said Trust, to build, finish, and complete a House, to be called in all Time coming "*Dorward's House of Refuge for the Destitute*," for the Reception, Maintenance, Care, and Employment of such a Number of poor, infirm, and indigent old Persons and Orphan Children, or Children who had been deserted or abandoned by their Parents, whether legitimate or illegitimate, belonging

to



*Dorward's Estate.*

to the Town and Parish of *Montrose*, including old worn-out and decayed Pauper Fishermen, or their Widows or Orphan Children, belonging to the Village of *Ferryden*, but no other Part of the Parish of *Craig*, as the Size of the Building would admit, the Managers having Power to exact from such Fishermen, or their Widows or Orphan Children, such Board as might be considered reasonable; but it was thereby expressly conditioned, provided, and declared, that the Managers should not lay out or expend a greater Sum than Two thousand Pounds in the Erection, building, finishing, fitting up, and completing the said House, and the requisite Furniture, Bedding, and other necessary Articles, to which Sum they were thereby expressly restricted; that the proper Objects of Charity to be admitted to the Benefit of the said Institution should be selected by the Managers according to their Infirmities, Poverty, and Necessities, without any regard to their religious Sentiments or Opinions, only that the oldest and most indigent should have the Preference, and that the most necessitous Orphans, and those who had been deserted by their Parents, should be selected for Admission, so as to rescue them from Begging, Idleness, Vagrancy, and Vice, and prevent them from acquiring vicious and dissolute Habits, and the Commission of Crime, but no Person labouring under Insanity, Idiocy, or any other mental Disease, or subject to Epilepsy, or having any Venereal Disease, Fever, or infectious Complaint, should be received or admitted into the Institution; and in all Cases of Admission, the Persons so admitted should be upon the Poor's Roll of the Parish of *Montrose* or the Parish of *Craig*; that the Persons received into the Institution should be employed in such useful Work or Labour as their Age or Strength of Body would permit, and as the Managers should consider most fitting and proper, the Profit arising from which should be laid out for the Comfort of the Inmates, or in such other Way as should be considered most advantageous and beneficial to them or the Institution, it being the Truster's most anxious Wish that the utmost Care should be exercised as to the Morals of the Inmates, and that the Children admitted into the Institution should be employed so as to train them to Habits of Industry and a Desire to earn their future Livelihood by steady and honest Application; that the Interest arising annually from the Funds, Profits of Labour by the Inmates, Collections, Subscriptions, Donations, or other annual Income of the Institution (subject to the Payment herein mentioned to the said *William Dorward*, annually during his Life,) should be employed in the Maintenance and Support of the Inmates thereof, in furnishing them with requisite Clothing, and in providing Coals, Furniture, Provisions, and other Necessaries for the Institution, and in the event of any Surplus, such might be accumulated and added to the Stock, until a favourable Opportunity should occur of extending the Institution, and increasing the Size of the House, so as to make the same as useful and beneficial as possible for



*Dorward's Estate.*

for the poor and helpless of the Town and Parish of *Montrose* and the Village of *Ferryden*, but in no event and under no Circumstances should it be in the Power of the Managers to encroach upon the Capital Stock of the Institution for any of the above Purposes; that as the said *William Dorward* had already resolved that the Institution should be under the Charge and Management of Twenty-four Managers, he thereby declared that the Persons before named as Managers should continue in Office until the Second *Monday* of the Month of *November* One thousand eight hundred and thirty-nine, on which Day a General Meeting of the Managers should be held within the Town Hall of *Montrose*, at the Hour of Twelve o'Clock Noon, at which Meeting Ten of the Managers should retire from Office according to the alphabetical Order of their Surnames, *videlicet*, Four from the Number of Managers acting on his Behalf, Two from those on the Part of the Town Council, Two from those on the Part of the Kirk Session, and Two from those on the Part of the Landward Heritors, and the Managers so retiring should not be again eligible to be chosen or elected Managers until after the Lapse of One Year from their Retirement from Office; and upon the Second *Monday* of *November* annually thereafter the Managers should meet, at which Meeting the Four senior Managers acting on his Behalf, the Two senior Managers on behalf of the Town Council, the Two senior Managers on behalf of the Kirk Session, and the Two senior Managers on behalf of the Landward Heritors who retire from Office should be declared, and who should not be eligible to be re-elected until the Elapse of One Year from that Date; that the Vacancies occasioned by the Retirement of Four Managers acting on his Behalf, whether at the first or any subsequent Annual General Meeting, should always be filled up by himself during his Lifetime, and thereafter by his Trustees acting under any Disposition and Deed of Settlement executed or to be executed by him, but who should be obliged to confine their Election to Four of their own Number; that the Magistrates and Town Council of *Montrose* should elect Two of their own Number, not being Members of the Kirk Session at the Time, to supply the Vacancies occasioned by the Retirement of the Two Managers from the Council; that the Kirk Session should in like Manner elect Two of their own Number, not being Members of the Town Council at the Time, to supply the Vacancies occasioned by the Retirement of the Two Managers from the Kirk Session; and that the Heritors of the Landward Part of the Parish should in like Manner elect Two of their own Number, not being either Members of the Town Council or Kirk Session of *Montrose* at the Time, to supply the Vacancies occasioned by the Retirement of the Two Managers from the Landward Heritors; but it was expressly provided and declared, that no Person should be entitled to vote or have any Vote as a Landward Heritor